

TERMS AND CONDITIONS

INTRODUCTION

Captain Coffey wants to thank you for using our service. We hopefully will provide you with an easy and successful process to book a Captain for your exciting bay fishing trip in Port O'Connor Texas. This website has some of the overall best, successful and professional Captains on all the Port O'Connor waters.

This "Agreement" T&C represents a legal agreement between you, Captain Coffey and or an individual Captain on this website. By using this website for any service or by clicking the "Book" button, I and my party included in this guided fishing trip, may including myself, agree to be bound by the terms and conditions of this "Agreement".

Please read this Agreement carefully prior to booking a charter with Captain Coffey. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave this website and discontinue use of the Services immediately. If you agree to the terms of this Agreement on behalf of a legal entity, you represent that you have the authority to bind all parties including in this this guided fishing trip will and you will be the legal entity to this Agreement. If you do not have the authority to accept the terms of this Agreement, you are liable for all the damages that the legal entity may occur.

ALL BOOKINGS:

Once you are on this website on the home page you can click on the Book a Trip icon which will redirect you to a booking system. Here you will type in your date of choice and how many people are going on the trip, then you will be able to see all the Captains that are available for that date. You can choose your Captain, then you will be able to agree to all terms and conditions and reserve your date. You will then receive an email confirmation receipt and your Captain will contact you as soon as possible. You are paying for your fishing trip in advance, and you will pay your Captain the remaining balance, bait reimbursement and any gratuity.

REFUND POLICY AND RESCHEDULING POLICY:

Rescheduling we require two week's advance notice. If you need to reschedule or cancel please reach out to Captain Coffey via the website or email – captaincoffeypoc@gmail.com or call him at (361) 571-9067. Within two week of the trip, we can only offer a reschedule option, please reach out to Captain Coffey via the website or email – captaincoffeypoc@gmail.com or call him at (361) 571-9067 to reschedule the trip. Note that a rescheduled trip must take

place within six months of the original trip date. Trips are only allowed to be rescheduled once. If you need to cancel within two days of the trip a refund will not be available.

DEFINITIONS

T&C is the abbreviation for the full term - Terms and Conditions

Captain Coffey is this website. It is a booking service used by the user or customer to book an individual Captain or service for a fishing trip or fishing charter in and around the Port O'Connor Bay Complex in Port O'Connor Texas.

Customer or User is the person, agency or company paying for services delivered by the individual Captain through Captaincoffey.com

Captain or Guide is the person, business, or company responsible for providing and delivering the fishing trip service rendered through Captaincoffey.com.

Service is the reservation of a guided fishing trip/charter with a Captain listed on Captaincoffey.com. Where these individual Captains/Guides can make their fishing trip services available online for reservation.

Liabilities

By making a booking through Captaincoffey.com, customers are getting into a contract agreement directly with the Captain and you will be accepting the T&C of Captain Coffey and the Captains T&C. Captain Coffey only acts in the capacity of an intermediary on behalf of the Captain and his business. Customers can obtain the Captains T&C, prior to the trip being provided.

Captain Coffey is solely the intermediary between the customer and the Captain booked by the customer. Captain Coffey is not responsible or liable for damages of any kind, under any legal theory arising out of or in connection with any Captain that provided you or your party with a fishing charter or fishing trip through this website. Captain Coffey is not responsible for any injury that may have occurred on a fishing trip provided by any Captain listed on Captaincoffey.com.

Captain Coffey is not liable for any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, death, disability, loss of business, or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Any disagreement or claims by the customer or Captain or any other issues will be handled by those parties. If we can assist either the customer or the Captain, we will try to resolve the issue, but Captain Coffey in no way will have

any liability and expressly disclaims any liability in relation to the performance of the contract with the Captains and the customer and any discrepancy should be resolved by the Captain and the customer.

Each Captain listed on this website is an individual business owner and is licensed by the USCG and the TX Parks and Wildlife Department. Each Captain is solely responsible for having all necessary license and to be fully insured with commercial guide insurance. Captain Coffey is not responsible for any Captain that doesn't have the necessary license or insurance, although we do require each Captain to send a copy of those documents to us to keep on file every year.

Privacy and Security

Although Captain Coffey does not require you to create an account or give us any personal information, we use only the best security and website protection available. We do use Cookies, but it is only used solely for transactions. We do not resell or share your information with anyone or any other company. We encrypt all your information using secure socket layer technology, (a SSL certificate) when you use any credit card or debit/bank card to book a trip. We follow generally accepted industry standards to protect the personal information submitted to our merchant and Captain Coffey. No method of transmission over the Internet is 100% secure, but we only use the best available security measures possible.

Class Action Waiver

Both you the customer and Captain Coffey agree that each may bring claims against the other in an individual capacity only. Neither you nor Captain Coffey may bring a claim as a plaintiff or class member in any class action, consolidated action or representative action. We both waive the right to a jury trial.

Questions or Concerns

We are here to try to give you the best service possible and get you booked with a professional Captain so you will enjoy your fishing experience. If you have any questions, comments, or concerns positive or negative, please e-mail us at captaincoffeypoc@gmail.com

WAIVER AND RELEASE FROM LIABILITY AGREEMENT CAPTAIN JEFF COFFEY AND HIS CREW

In consideration of my participation in the guided fishing adventure by Captain Coffey, including educational training onshore and guided fishing trips on the water and staying at his house, I and my party agree to the following waiver and release from liability agreement:

I and my party understand that the activities in which I and all parties I and my party include by my guided fishing trip including myself will participate are inherently dangerous and may result in serious or grievous injuries, including sunburn, dehydration, bodily injury and/or disability, drowning, the absence of rapid medical attention or delayed emergency response, damage to personal property, and/or death. I and my party understand the risks, hazards, and dangers of fishing and boating, and have been given the opportunity to discuss these risks with a representative of Captain Coffey by contacting them at captaincoffeypoc@gmail.com or calling them at (361) 571-9067 in advance of accepting the terms of the waiver and release from liability agreement. I and my party understand that I and my party have responsibilities for safe and prudent conduct during the guided fishing adventure and believe that I and my party are in good physical condition and can engage in the activities safely. My party and I are voluntarily participating in the guided fishing adventure with full knowledge of the risks, hazards, and dangers of fishing and boating.

On behalf of myself and my party, my and their heirs, successors, and assigns, I and my party knowingly and intentionally waive all claims for damages, injuries, and death sustained to me, and any damage to my property. I and my party hereby indemnify, hold harmless, and forever discharge Captain Coffey Guide Service, Captain Jeff Coffey and its agents, employees, officers, managers, volunteers, successors, and assigns of and from any and all claims, expenses (including reasonable attorney's fees), causes of action, lawsuits, damages and liabilities, of every kind and nature, in law or equity, that I and my party ever had or may have, arising from or in any way related to my participation in the fishing adventure, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY KIND OR NATURE of Captain Coffey and its agents, employees, officers, managers, volunteers, successors, and assigns.

I and my party have carefully read, understand, and fully agree to the terms of this waiver and release from liability agreement. I and my party confirm by booking this trip this agreement that I and my party understand it affects my legal rights, and I and my party have signed this agreement freely, voluntarily, and under no duress. I and my party certify that I am 18 years of age or older and are mentally competent to enter into this agreement.

WAIVER AND RELEASE FROM LIABILITY AGREEMENT FOR A MINOR

In consideration of the participation of the minor named below in the guided fishing adventure by Captain Coffey, including educational training onshore and guided fishing trips on the water, I and my party agree, on all of my party's minor's behalf's, to the following waiver and release from liability agreement. In addition, I and my party certify that I and my party are the parent/guardian of the minor named below and have the authority to enter into the agreement on the minor's behalf.

I and my party understand that the activities in which I and my party will participate are inherently dangerous and may result in serious or grievous injuries, including sunburn, dehydration, bodily injury and/or disability, drowning, the absence of rapid medical attention or delayed emergency response, damage to personal property, and/or death. I and my party understand the risks, hazards, and dangers of fishing and boating, and have had the opportunity to discuss these risks with a representative of Captain Coffey

by contacting them at captaincoffeypoc@gmail.com or calling them at (361) 571-9067 in advance of accepting the terms of the waiver and release from liability agreement. I and my party understand that I and my party have responsibilities for safe and prudent conduct during the guided fishing adventure and believe that I and my party are in good physical condition and can engage in today's activities safely. I and my party are voluntarily participating in the guided fishing adventure with full knowledge of the risks, hazards, and dangers of fishing and boating.

On behalf of myself and my party, I and my party heirs, successors, and assigns, I and my party knowingly and intentionally waive all claims for damages, injuries, and death sustained to me, and any damage to my property. I and my party hereby indemnify, hold harmless, and forever Captain Coffey and its agents, employees, officers, managers, volunteers, successors, and assigns of and from any and all claims, expenses (including reasonable attorney's fees), causes of action, lawsuits, damages and liabilities, of every kind and nature, in law or equity, that I and my party ever had or may have, arising from or in any way related to my participation in the fishing adventure, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY KIND OR NATURE of Captain Coffey and its agents, employees, officers, managers, volunteers, successors, and assigns.

I and my party have carefully read, understand, and fully agree to the terms of this waiver and release from liability agreement. I and my party confirm by signing this agreement that I and my party understand it affects my legal rights, and I and my party have signed this agreement freely, voluntarily, and under no duress.

Likeness Provision I and my party GIVE permission to Captain Coffey to use photos of me in their marketing materials, including their internet website.