

WHIPJACK SPORTFISHING

CHARTER SAFETY & INFORMATION AGREEMENT

PLEASE READ CAREFULLY BEFORE YOUR TRIP

FISHING AND BOATING ARE POTENTIALLY DANGEROUS ACTIVITIES. THERE ARE INHERENT RISKS WHICH WHIPJACK SPORTFISHING CANNOT CONTROL AND CANNOT BE ELIMINATED. BY PARTICIPATING IN A TRIP WITH US AND AT ALL TIMES THAT YOU MAY BE ON BOARD, YOU EXPRESSLY AGREE TO ASSUME ALL SUCH RISKS, AND AS SET FORTH HEREIN, WAIVE ANY AND ALL CLAIMS AGAINST WHIPJACK SPORTFISHING.

SAFETY

SAFETY BRIEFING

- A mandatory safety briefing will be given by either the Captain or First Mate before the vessel leaves the dock.
- All members of your party must be present for the safety briefing.
- The vessel will not leave the dock until all guests have received the safety briefing aboard the vessel.
- Please arrive **at least 15 minutes** before the scheduled departure time to allow time for the safety briefing and any other pre-departure items.

FOLLOW ALL INSTRUCTIONS FROM THE CAPTAIN AND CREW

- For your safety and the safety of everyone aboard the vessel, please follow any instructions given to you by the Captain or First Mate. If you are unable or uncomfortable following any instructions from the crew, please let a crew member know immediately.

LIFE JACKETS

- The vessel is equipped with life jackets for every person onboard the vessel at all times.
- Children under 12 years old must wear a life jacket at all times while onboard the vessel. (Massachusetts law)

CLOSED-TOE SHOES

- Closed-toe shoes must be worn at all times while aboard the vessel.

NO GLASS CONTAINERS

- Glass containers, of any kind, are not allowed aboard the vessel.

NO ALCOHOL, SMOKING OR DRUGS ABOARD THE VESSEL

- For your safety and the safety of everyone aboard the vessel, there is a strict policy of no alcohol, smoking (including e-cigarettes) or drug use.
- A violation of these policies will result in immediate termination of the trip with no refund.

FOOD & WATER

BOTTLED WATER IS PROVIDED

- Complimentary Bottled water for all guests is provided on board the vessel. please ensure that you properly hydrate throughout the entirety of your trip.
- Non-alcoholic beverages in plastic or aluminum containers may be brought by charter guests. No glass containers are permitted onboard the vessel.

FOOD IS NOT PROVIDED

- Charter guests are encouraged to bring the appropriate amount of food for the time duration of their trip. Please be aware of any food allergies within your group.

RODS & TACKLE

ALL FISHING EQUIPMENT IS PROVIDED

- All rods, reels, terminal tackle, baits and lures for the target species are provided.

WHAT HAPPENS IF EQUIPMENT IS LOST OVERBOARD, DAMAGED OR BROKEN?

- When the equipment is stored on the boat or in the hands of the WHIPJACK Sportfishing Crew, the equipment is the responsibility of WHIPJACK Sportfishing.
- When a guest is handed a rod and/or equipment, until it is given back to the WHIPJACK Sportfishing Crew, the rod/equipment is the responsibility of the guest.
- If the rod/equipment breaks due to mistreatment or drops overboard while the guest is in POSSESSION of/responsible for the EQUIPMENT, the guest will be responsible for the replacement cost of the lost/damaged/broken item.

WHAT TO BRING

CLOTHING

- Depending on the trip, guests should pack accordingly; sun block (no aerosol/spray sunscreen), UV or long sleeve shirts for sun exposure, hats, wind breaker, extra warm layers, rain gear or deck boots depending on conditions.
- Please no black sole shoes of any kind as they mark the deck.

SUNSCREEN

- Sunscreen is not provided by WHIPJACK Sportfishing, guests will need to bring their own
- Please no spray sun block as it makes the deck slippery and discolours the fiberglass.

DEPARTURE TIMES, CHANGES & CANCELLATIONS

DEPARTURE TIMES

- Please arrive **at least 15 minutes** before the departure/start time.
- Before leaving the dock, all guests must attend the Safety Briefing onboard the vessel given by the Captain or First Mate.
- All efforts will be made to leave the dock at the agreed upon departure time however it is the Captain's sole discretion as to when the vessel leaves the dock.
- The vessel will not return due to sea sickness unless all party members agree to terminate the trip early. There will be no refunds for early trip termination due to motion sickness.
- In the event of an excessively late departure due late arrival of the group or individual guests, the return time will not be changed from the originally scheduled time.
- In the event of unforeseen circumstances outside of WHIPJACK Sportfishing's control, including but not limited to weather or mechanical problems which would necessitate a change of departure, WHIPJACK Sportfishing will work with guests to reschedule their trip or offer a refund.

CHANGES TO SCHEDULE

- No changes to the departure time can be made by the guest within 7 days (168 hours) before the original departure time without approval from Whipjack sportfishing.
- Should your trip need to return early due to bad weather or unforeseen circumstances outside of Whipjack Sportfishing's control, the guest will be given a credit or prorated refund depending on the remaining duration of the trip time lost.

CANCELLATION POLICY

- Cancellations must be made more than 7 days (168 HOURS) before the scheduled departure time in order to receive a 100% refund of your deposit & trip cost.

- Cancellations made less than 7 days (168 hours) before the scheduled departure time will result in the loss of your deposit.
- Cancellations made less than 24 hours before the scheduled departure time will be charged for the entire amount of your trip, including the deposit, plus an additional 20% of the trip total for the captain and crew's preparation and loss of day.

TIPS

TIPS TO THE CAPTAIN AND CREW ARE GREATLY APPRECIATED

- The Captain and crew are always appreciative of a tip for all their hard work in making your trip a great experience.
- Just like other services where tipping is customary, **20%** of your trip total is the industry average gratuity for each crew member.
- Fish cleaning is offered on all trips at no extra cost.

I agree and acknowledge that I have read and fully understand the contents of this entire document, understand that it affects my legal rights, and agree to be bound by its terms. I, understand all its terms and that it shall be effective and binding upon myself, my minor children on whose behalf I sign this document, my respective heirs, successors and assigns. I execute it voluntarily with full knowledge of its significance.

(NAME)

(DATE)

(SIGNATURE)

(TELEPHONE)

(PERMANENT ADDRESS)

(CITY, STATE, ZIP)

(PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE PARENT'S OR LEGAL GUARDIAN'S SIGNATURE)