



## **Agreement**

We, the undersigned client(s), understand that we will be boarding a vessel travelling into waters for the purpose of fishing. We understand that there are hazards associated with traversing both inshore and open waters. This document is sufficient warning that dangerous conditions, risks and hazards may exist. Our presence on the subject vessel exposes both us and our property to dangerous conditions, risks, and hazards, including, but not necessarily limited to:

- Sun, rain, lightning, wind, and other weather conditions
- Choppy waters, pitching and rolling
- Slippery decking
- Injuries incurred from boarding, disembarking, fishing, and handling any and all fishing gear
- Unintentional conduct of any other person on the boat

We hereby state and affirm that we expressly assume all such dangers, risks, and hazards. Furthermore, in consideration of the right to board the subject vessel, the undersigned clients covenant and agree that they will indemnify, defend and hold harmless the owner of the vessel, the captain and crew of the vessel, and their agents, from and against any and all claims, suits, proceedings, actions, causes of action, responsibility, liabilities, payments, demands, and expenses (including reasonably attorneys' fees) in connection with or arising from: (1) client(s) possession, use, occupation, or presence on the vessel; (2) any act, omission, negligence or willful misconduct committed by the undersigned or by their agents or invitees; (3) any default, breach, violation or nonperformance by the undersigned, or their agents or invitees of any agreements governing actions while aboard the vessel; and, (4) any injury or damages to person(s) or property or loss of life sustained by any of the undersigned or their agents or invitees, except to the extent that any such injury or damage to person(s) or property or loss of life is the direct result of the gross negligence and/or intentional misconduct of the vessel owner, captain, or crew. This covenant shall survive the expiration or termination of any and all agreements regarding the right of the undersigned to board the subject vessel.

## **TERMS AND CONDITIONS**

The following terms and conditions shall control, and shall serve, as applicable, as conditions precedent to the undersigned being permitted to board the vessel:

**Illegal Substances:** No one shall be permitted to board the vessel with any illegal substances in their possession, custody, or control, and by boarding the vessel the undersigned warrant and represent that they are not then under the influence of any illegal substances.

**Location:** The Bill Slayer customarily takes berth in slip G1 at the Indian River Marina in Delaware. The owner, captain and/or crew reserve the right to relocate the Bill Slayer to an alternate location in reasonably close proximity to its customary place of berth, and will endeavor to provide adequate advanced notice to the undersigned of such alternate berthing location. The Bill Slayer shall also endeavor to return to the same point of berth, but shall not be obligated to do so. Clients shall be responsible for their own transportation to/from and parking at the departure and arrival points of berth.

**Included in Your Charter:** Your charter includes use of the vessel under the control of the captain and crew, bait, and fishing gear suitable for the species being targeted, fuel (exclusive of fuel surcharge), and ice necessary for the allotted trip time. Clients may bring a reasonable amount of personal gear, including, but not necessarily limited to one small to medium-sized cooler with food and drinks, provided, however, that the captain and crew of the vessel reserve the absolute right to refuse to allow any personal gear onboard in the event that the captain and crew deem such gear unsuitable for the trip. Clients assume full responsibility for their personal gear. **ALL PERSONAL GEAR IS SUBJECT TO THE LIABILITY AND INDEMNITY CONDITITONS NOTED ABOVE.** Neither the owner, captain, nor crew of the vessel assume any responsibility for the Clients' lost, damaged or destroyed property.

**Not Included in Charter:** All items not expressly noted as being include in your trip, are executed therefrom. Specifically, food and beverages are NOT included, nor will they be supplied. Water is stocked for emergencies, but we encourage clients to bring their own personal supply of water. Clients are also encouraged to bring a large cooler to take your fish home in, however, we request that you leave them in your vehicles as we have a storage unit for the fish on the boat.

**Sea Sickness:** Many people who are concerned or prone to sea sickness benefit from taking over-the-counter or properly prescribed motion sickness medication. Clients are encouraged to consult with their own medical professional about whether motion sickness medication may be suitable for them. ALL CLIENTS UNDERSTAND THAT THE VESSEL SHALL NOT RETURN TO PORT IN THE UNFORTUNATE EVENT

THAT A CLIENT BECOMES ILL, UNLESS ALL CLIENTS THEN ABOARD THE VESSEL UNANIMOUSLY AGREE TO TEMRINATE THE TRIP EARLY AS A RESULT OF SUCH ILLNESS. NO CLIENT SHALL BE ENTITLED TO A RETURN OF ALL OR ANY PORTION OF THEIR TRIP COSTS AS A RESULT OF THE EARLY TERMINATION OF A TRIP DUE TO THE ILLNESS OF A CLIENT ABOARD THE VESSEL.

**Alcohol/Drugs:** Beer is permitted on the trip, but we request that you do not bring liquor. Beer **MUST** be in **CANS ONLY**. Bottles are not permitted according to Coast Guard regulations. **NO ILLEGAL DRUGS OR FIREARMS ARE PERMITTED**. Any controlled prescription medications **MUST** have a doctor's note and be stored in the original prescription bottle. If the captain or crew reasonably suspects that illegal drugs have been brought aboard the vessel, the Coast Guard may be informed, and the trip will be immediately cancelled without refund.

**Bad Weather/Cancellation Policy:** Trips may be cancelled by the captain due to high winds and rough sea conditions. The captain shall have sole discretion to determine if weather conditions are suitable for the trip. Refunds cannot be made in advance. Cancellations made by the clients will only be refunded at the Captain's discretion. No shows of clients forfeit deposit.

**Equipment:** Bill Slayer invests a lot of money into its equipment. We ask that you take care in handling all our gear. The captain and crew will be there to instruct you in the use and care of all gear, and to ensure that everything works properly. If any equipment handled by a client is lost or damaged due to client's negligence, client shall be responsible for the full replacement costs of that equipment.

**Applicable Laws and Instructions:** Clients shall abide by all applicable State and Federal laws while aboard the vessel. Clients shall further abide by the reasonable instructions given to them by the captain and crew.

**No Guarantees:** The knowledgeable captain and crew of the vessel will apply their reasonable best efforts to put clients on fish; however, neither the owner, captain, nor crew guarantee that clients will be successful in catching any number or particular type of fish.

**Termination of Trip:** The captain and crew of the vessel reserve the right to terminate any trip, without refund, in the event that any of the terms and conditions set forth herein are violated by one or more clients.

Contracted By: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Charter: \_\_\_\_\_

Date & Time: \_\_\_\_\_

**CLIENTS:**

1. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

2. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

3. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

4. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

5. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

6. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FOR MINORS:**

Printed Name of Minor(s): \_\_\_\_\_

Signature of Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Guardian: \_\_\_\_\_