

CLIENT RELEASE OF LIABILITY/ASSUMPTION OF RISK AGREEMENT

CAPTAIN CHRIS' FISHING GUIDE SERVICE, LLC

PLEASE READ BEFORE SIGNING

Captain Chris is certified by the U.S. Coast Guard as a Merchant Mariner and his instructions should be followed at all times by parties on the trip and adhere to the following:

- 1. Trips.** Trip begins upon entering the boat and finishes upon leaving boat. Any incidents during lunch and/or breaks on-shore are usually not covered by Capt Chris' insurance agencies. Clients will make Capt Chris aware of any medical or other conditions (i.e. – cannot swim) prior to start of trip.
- 2. Insurance.** Capt Chris carries special fishing guide watercraft insurance, which includes medical coverage, and event/participation insurance coverage to protect clients from significant events. By signing the client release of liability on page 2, you understand the risks associated with boating and fishing, however you are still covered by insurance when an act of a “gross negligence” is committed by Capt Chris. For clarification, please contact Capt Chris for further details and examples.
- 3. Safety.** Safety will be adhered to at all times. Unsafe practices pointed out by Capt Chris must be adhered to. If you require a safety briefing on boat operation in case of incident with Captain, location of safety items such as fire extinguisher, throwable lifejacket cushion, extra life jackets, etc., bring this to attention of Capt Chris at beginning of trip/anytime you have a question.
- 4. Life Jackets.** All clients will adhere to safety at all times during trip. U.S. Coast Guard approved chest life jacket(s) are available and should be worn at all times when boat's combustion engine is in operation and any other time Capt Chris or client feels appropriate. Life jacket(s) should be fastened, snapped, or zipped when in use. *If participant elects not to wear life jacket, they do so at their own risk/assume risks associated without using it (i.e. – drowning.) Participant's initial here if not wearing life jacket _____*
- 5. Weather.** In case inclement weather (high winds, lightning/thunder, extreme heat/cold), Capt Chris' will assess conditions and cancel or shorten trip. Pricing may be adjusted to compensate for less than full trip.
- 6. Incidents.** If an incident occurs, such as boating accident, falling in/out of boat, hooked by fishing lure, etc., clients should call 911 immediately for significant injuries or seek medical treatment after trip for minor injuries. Copies of final medical treatment and billing may be required to be provided to Capt Chris.
- 7. Damages.** All damage caused by clients (physical damage to boat/equipment, lost rod/reel overboard, etc.) will be reimbursed. Reimbursement will be made at conclusion of trip or as soon as feasible after trip to Capt Chris.
- 8. Licenses.** All clients will possess current fishing license(s) and adhere to South Carolina Department of Natural Resources fish catch limits.
- 9. Wildlife.** Clients will not provoke or agitate wildlife (alligators, birds, snakes, bees, etc.) causing or increasing likelihood of an attack. Wildlife rules/regulations will be followed at all times (Santee Cooper).
- 10. Alcohol/Drugs/Firearms.** No alcohol or illegal (non-prescription) drugs will be consumed by parties during trip. No firearms will be allowed in boat.
- 11. Photographs/Video.** Photographs or videos taken by Capt Chris using his camera/video equipment will become part of Capt Chris Fishing Guide Service LLC and may be used on his internet or other social media. *If client does not consent to photos or video be taken, inform Capt Chris prior start of trip.* Photographs/videos taken using clients own equipment is not subject to this clause.
- 12. Littering.** There will be no littering of any kind into the lake, especially in refuge areas. This includes fishing lures like plastic worms, fishing line, cigarettes/cigars, soda cans, fruit peals, etc.
- 13. Deposits.** Deposit for trips will be maintained to hold/lock-in a guide trip specific date. A deposit will be required for each day's trip, if more than one day. If member does not make trip, deposit will be kept by Capt Chris (this covers some expenses such as gas driving to lake, missed opportunity to take another trip on same day, etc.). Weather-related trip cancellation will result in a refund of deposit or transfer to another rescheduled date. All other trip cancellations or change circumstances will be evaluated by Capt Chris to determine keeping of deposit, transfer to another day, or refund.

