



From The Captain:

I, Captain Spencer Trombly, promise and certify that I have a Captain's License issued by the U.S. Coast Guard and that I am legally qualified to take passengers on offshore fishing charters. I promise not to take unnecessary risks and will avoid bad weather to the fullest possible extent. My goal is to make your trip both memorable and safe.

Charter Boat Guest:

I, all those in my boating party, and the undersigned, fully understand that I am boarding a charter fishing vessel to fish in open water. I understand this waiver covers my entire group and that all adults in this group have read or will read this waiver understanding and assuming the risks and hazards associated with offshore fishing. These risks and hazards include, but are not limited to: Sun, rain, lightning, sea spray, and any other weather condition; seasickness; pitching and rolling; slippery and wet decks; injuries, both internal and external from boarding and disembarking the vessel; fish, fishing, fishing tackle, and gear; and the unintentional conduct of any other persons on the boat.

I understand and agree that I will not hold the Captain, Crew, or Corporation liable for risks and hazards associated with offshore fishing, and I expressly release them from all such risks and hazards. I verify that I am not in possession of any illegal substances and I release the Captain, Crew, and Corporation from any liability whatsoever for any illegal actions taken by myself on the vessel. I understand that if it comes to the attention of the Captain or Crew that I have any illegal substances or participate in any illegal actions, the charter will end

immediately and I would be responsible for compensating any charter guest who wishes to pursue action against me. I also certify and promise that I am not in possession of any electronic equipment (other than a basic cell phone/camera for personal purposes), GPS, and/or Loran devices.

I further understand that this trip is not recommended for anyone with pre-existing conditions such as circulatory problems, high blood pressure, heart conditions, pregnancy, weak bones, and knee, back, or ankle problems.

I agree that any personal items that I opt to not stow safely, are under my own control and the loss or damage of any item is not the responsibility of the Captain, Crew, or Corporation.

I have read this waiver and understand it is a legal document designed to inform me of risks and release the Captain, Crew, and Corporation from any and all liability for personal injuries, personal property damage or loss, mishaps, or omissions from the conduct of other fishermen (intentional or not) and crew (unintentional) during this fishing charter.

I agree that my signature below constitutes a waiver and release for any future charters I or my group may take with Reel Family Charters.

I understand and agree that I will comply with all instructions provided to me by the Captain and Crew while underway.*

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for the below-listed participant(s), do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I

release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE (RELEASEES), to the fullest extent permitted by law. All minors must be accounted for that will be participating in the charter experience.

Please provide names and ages of all persons in your party. *

I verify that each person in my party does not weigh over 350 lbs. (no one single person can weigh more than 350lbs for safety and stability of the boat)

Agree

Don't agree

TERMS & CONDITIONS

For all intents and purposes, throughout this agreement, "I" refers to the customer, the user, the group and the parent/guardian if applicable; also "Reel Family Charters LLC " shall hereafter be referred to as "Reel Family Charters LLC." Further, the "Charter Period" shall include the time from the moment upon arriving at the boat until all personal items have been collected and deboard the boat, post charter.

I, the undersigned, in consideration of fishing charter boat rental, state that I have

read and understand and hereby expressly accept and agree to the following terms and conditions, and accept that forfeiture of booking date/time without refund may result if the following Terms & Conditions are not complied with:

A. Deposit and Final Payment.

1. I agree to pay upon booking 20% deposit (of the total) for the trip requested, including any applicable taxes, fees and surcharges, which may apply, including charges for loss and/or damage defined in this agreement. I agree and authorize Reel Family Charters LLC to apply any charges to the method of payment used by me at the time of booking unless another form of payment is arranged.

2. I understand that, upon booking, a 20% trip deposit will be processed against my credit card to be used against the final bill and I authorize Reel Family Charters LLC to charge any amounts due as a result of the booking, plus any damages, if applicable, to my credit card or other payment method provided, prior to boarding the boat the dock.

3. If the charter must return to dock early for any actions prompted by myself or any minor in my charge, no refunds will be honored and I will be responsible for any costs associated with other charter guests refunds.

B. Charter Guest Responsibility.

1. I accept full responsibility for my actions and for those of any minors under my care during the entirety of the charter experience. I am responsible for the any damages done to any property of Reel Family Charters LLC due to accidents, including those caused by third parties, at the market value of each item. Any labor charges incurred for said damages will be billed at \$100/hourly rate.

2. I declare I will not bring any illegal substances on board Reel Family Charters LLC charter boat.

3. I give permission for Reel Family Charters LLC to use all videos and photos taken on the trip for advertising purposes on all media platforms.

C. Entire agreement and disputes.

1. This agreement contains the entire understanding between and among the

parties and supersedes any prior understandings and agreements among them respecting the subject matter of this agreement.

2. Any dispute arising out of this agreement shall be brought in the Civil Division of Sarasota County Courts. In the event a suit or action is brought by any party under this agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and costs.

3. Minors: Prospective participants under the age of 18 years are required to have a parent or legal guardian read and also sign this release. The parent and the participant under 18 have read, understand, and agree to comply with this Release. By signing this document, the parent agrees to each of the provisions above including to indemnify and hold harmless Reel Family Charters LLC and all its subsidiaries, its Crew or employees from any and all claims brought by the participant under 18 or resulting from the participant under 18's actions, whether Reel Family Charters LLC and all its Crew, partners or employees are negligent or not. Further, parent or legal guardian expressly agrees to monitor the minor at all times during the minor's experience/participation and assumes and agrees to comply with all financial obligations of this Agreement on behalf of the minor.

Parent/Legal Guardian: I verify that I am the parent and/or guardian of the Child. I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by its terms.

I have read and understood the foregoing.

Participant Signature*