



P A C I F I C O C E A N  
C H A R T E R S

## Liability Release Form & Private Charter Agreement

Now, THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto mutually agree as follows:

I, Captain \_\_\_\_\_ (Print Name), 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 charters. I promise not to take any unnecessary risks that could potentially put passengers or crew in harm's way and to avoid bad weather to the fullest extent possible. This charter operates under the authority of the Captain and the captain alone.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Captain)

This Charter Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

between *Pacific Ocean Charters* (Charterer) and \_\_\_\_\_ (Charteree).  
(Print Name)

## **Waiver & Release**

I, the Charteree, fully understand that I am boarding a privately chartered vessel that operates in open water. I am fully aware of the inherent dangers involved and understand and assume the risks and hazards associated with boating offshore. These risks and hazards include, but are not limited to, the following:

Sun, rain, lightning, sea spray, sea water, and any other weather conditions; sea sickness; pitching and rolling; slippery and wet decks; injuries, internal or external, from: boarding and disembarking the vessel; animals; Perils of the sea; equipment failure; and the unintentional conduct of any other person on the boat.

I understand that I have a duty to exercise reasonable care for my own safety and I agree to do so. 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; knees, back or ankle problems.

I assert that I am physically fit to ride on a boat and I will not hold vessel "Por Vida" and or *Pacific Ocean Charters* or their employees, agents or other associated persons responsible if I am injured as a result of any problems (medical, accidental or otherwise) which may occur while chartering the vessel or otherwise participating in the trip.

I understand and agree that I will not hold the Captain, Crew, or Pacific Ocean Charters liable for risks and hazards associated with boating offshore, and I expressly release them from all such risks and hazards.

## **Charter Agreement**

The Charter begins at the designated departure time, not at the time the Charteree arrives. Charter duration includes docking, undocking, as well as travel to and from destination. Please allow extra driving time in case of traffic. If you don't show up at the dock the day of your charter, you will forfeit your deposit. If you show up late and not ready to leave at the agreed departure time you will be losing charter time. Again, the clock starts at the agreed departure time.

All groups are recommended to be at the boat at least 5-10 minutes prior to departure. If an unforeseen circumstance occurs that could delay the group, a call should be made to the Captain or *Pacific Ocean Charters* to relay this information to them to prevent cancellation. Pacific Ocean Charters reserves the right to cancel any charter where the party fails to arrive within a reasonable time of the scheduled departure time.

The Captain in his or her sole discretion reserves the right to cancel the trip within 2 hours of the departure time due to strong winds, rough seas, or any situation that could pose a safety risk. If this occurs, customers will receive a full reimbursement, or an alternative day may be scheduled pending availability. In the event the trip has to be terminated after it has already begun due to inclement weather the Charteree may opt to receive a refund in full or reschedule for a later charter date. In the event, someone suffers sea sickness or has the captain return early for any reason, no refund will be given.

All cancellations must be made by the charteree at least 7 days prior to the departure date, failure to do so will result in the forfeiture of 50% of the deposit amount. In the rare occasion that the boat experiences any mechanical issues or difficulties, refunds will be issued in full.

*Pacific Ocean Charters* adheres to a strict Zero Tolerance Policy. No firearms, illegal substances, including cannabis,

may be brought on board the vessel. Legally prescribed medications are permitted on board. Beer and Wine are the only alcoholic beverages allowed on the vessel, and may only be consumed by persons aged 21 or older. Glass bottles and coolers are permitted with at least 24 hours advanced notice. Pacific Ocean Charters will provide drinking water however, bringing your own food and beverage is permitted and is encouraged.

It is the job of the Captain and crew to provide a pleasant boating experience and we will do anything within reason to make sure that you and your party have fun on your charter excursion.

That being said, person(s) appearing to be intoxicated or under the influence of drugs or alcohol will not be permitted to board the vessel. If an illegal drug is found on board or is in the possession of any individual(s), or the captain determines that any individual(s) are unstable due to excessive drinking, the trip will immediately be terminated without a refund.

*Pacific Ocean Charters* Captain and crew strictly abide by all California State Saltwater Fishing and Safety rules and regulations and will not deviate from them under any circumstances. Prior to departure please have all necessary Certificates and Permits ready, and bring them on the day of departure.

For the passenger's safety and the well-being of the of the vessel, we require that all guests/ charterees on board wear soft soled tennis shoes or deck shoes. NO hard shoes, boots, high heels, wedges, or stilettos will be allowed. The captain may require a passenger to remove their shoes if proper foot attire is not worn.

I understand that California law requires children under the age of 13 to wear a U.S. Coast Guard approved PFD while underway in a recreational vehicle of any length (unless tethered to a sailboat or in an enclosed cabin).

Any photos obtained may be used for digital marketing purposes across our website and social media platforms unless otherwise instructed by passengers.

I have read this Promises, General Release, Waiver and Consent Agreement and understand it is a legal document designed to inform me of risks and release the Captain, Crew, and *Pacific Ocean Charters* from any and all liability for personal injuries, mishaps, or omissions from the conduct of other boaters or passengers (intentional or not) and crew during this Private Charter. I agree to be bound by it, from the date of my signature, forever into the future.

This agreement shall be construed in accordance with the admiralty and maritime laws of the United States of America and the State of California.

Please print & sign:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_