

## GET HOOKED BOAT CHARTERS

### TERMS AND CONDITIONS OF CARRIAGE

(the “Charter Contract”)

The Charter Contract applies to recreational charter/boat ride/fishing charter/snorkelling expedition or other tour transportation or activity (collectively referred to as the “Charter”) provided by Get Hooked Boat Charters (“GHC”) and must be signed by every passenger prior to departure. Please read same thoroughly and carefully prior to signing.

Due to the nature of a Charter please be mindful that there is a remote risk of injury or even the more extreme. Please understand and appreciate the dangers involved and once aboard the vessel the customer must assume and accept all these risks.

#### **GENERAL RULES**

1. A licensed Captain and/or a mate will assist you and ensure you have a safe and enjoyable experience aboard our vessels.
2. The Captain has total authority on the vessel and any decision made by the Captain overrides any other prior agreement and/or decision.
3. Please arrive at the designated location 15 minutes prior to the departure time.
4. If you are late we will wait for you, but the vessel will return to port as scheduled.
5. GHC will not be responsible for the loss or damage of any items or valuables brought on board the vessel by passengers.
6. You will be required to sign GHC’s standard indemnity form before departure. Please bring a valid Identification Document with you.

#### **CANCELLATIONS AND REFUND POLICY**

7. All Charters are to be **PAID IN FULL** no less than **SEVEN DAYS** prior to the date of embarkation. (the “Charter Payment”)
8. We reserve the right to cancel any scheduled Charter due to unforeseen circumstances such as inclement weather or mechanical issues, even at short notice. In the event the scheduled Charter is cancelled under these conditions, the Passenger will receive a full refund and a 10% discount on a future booking.
9. It is at the Captain’s discretion whether the charter will be cancelled, a later departure or earlier return to port is called for due to any circumstances or weather conditions.
10. In the event the Charter is cancelled at any time by GHC, GHC will not be held liable for any travel costs, meals, accommodation or any other costs the Passenger may have incurred.
11. If the weather turns bad unexpectedly and the Captain decides to return to port, a partial refund may be given at GHC’s discretion.
12. If a person gets seasick or becomes unwell, the Captain will offer to spend the remaining time at sea or return to port. Either way, there will be no refund.
13. All cancellations by Passengers must be made in writing and occur within a minimum of 7 days’ notice prior to the scheduled charter date. In this case your Charter Payment will be refunded in full.
14. If cancellation is made with less than 7 days’ notice, 50% of the Charter Payment will be refunded.

15. The Charter Payment will not be refunded if there is a no show or you cancel your charter with less than 48 hours' notice.
16. On fishing charters, there will be no refund if no fish are caught.

### **CUSTOMER BEHAVIOR AND ALCOHOL**

17. All Passengers must behave in a safe and respectful manner to all staff, other Passengers and our property.
18. If we find that there has been loss or damage to our equipment or vessel due to negligence or unruly behaviour, you will be liable to cover the costs of these repairs or replacement value of the equipment.
19. The Captain reserves the right to cancel a trip and return to port immediately if unruly or unsafe behaviour is displayed. In such an event, no refunds will be made.
20. We require that all our Passengers on board behave responsibly at all times.
21. The Captain reserves the right and sole discretion to refuse to allow a passenger or passengers on board the vessel if they are under the influence of alcohol or drugs. In such an event, the charter will be cancelled and no refunds will be made.

### **CUSTOMER EXPERIENCE AND SAFETY**

22. The Captain and/or mate will offer a safety brief on board before departure.
23. Passengers must follow the Captain's instructions at all times while on board.
24. Our primary concern is for your safety, and you must comply with any instructions from the Captain and/or mate immediately and without argument.
25. We have the right to require any Passenger to wear a life jacket at any time during the Charter.
26. Passengers who are menstruating are prohibited from snorkelling and water activities.
27. The Charter is a WET activity. The Passenger should anticipate getting wet and plan accordingly.
28. Smoking is **NOT ALLOWED**.
29. No shoes are allowed on board the vessel. A storage bin will be provided to house Passenger shoes.
30. Food is **NOT INCLUDED** as part of the Charter unless otherwise arranged beforehand. All Passengers should eat a meal at least **one hour** prior to the scheduled Charter time.

### **MISCELLANEOUS**

31. I authorize GHC to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the Boat Ride for any and all promotional and advertising purposes.
32. The Terms of this Charter Contract are governed by the laws of the Commonwealth of The Bahamas.
33. I certify that I have read the Charter Contract in full and agree to the terms and conditions contained herein.

Signature of Participant: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

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