



**OPENBOW LLC**  
Victoria Ltd. Charters

**OPEN BOAT OFFSHORE FISHING CONTRACT**  
**Agreement for charter clients/Openbow LLC/Victoria Ltd Charters**

**Liability Agreement:** I, the undersigned, fully understand I am boarding a charter fishing vessel to fish in open water. I understand and assume the risks and hazards associated with inshore and offshore fishing. These risks and hazards include, but are not limited to, the following:

Sun, rain, lightning, sea spray, and any other weather conditions; sea sickness; pitching and rolling; slippery and wet decks; injuries, internal or 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 inshore or offshore fishing, and I expressly release them from all such risks and hazards. Moreover, 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.

**What IS included in your charter:** Your charter will include all the gear, bait, fuel, and ice necessary to supply your day of fishing. Clients are more than welcome to bring their own gear if they'd like. Except for small food/drink coolers, clients should leave coolers for their catch in their vehicles. Typically, we are able to supply ice following our return. **We reserve the right to disallow use of inferior fishing equipment on Open Boat trips as they can fail or take excessively long to land fish which detracts from the experience of the other customers. If you are bringing your own gear on an open boat tuna charter it will be inspected by the Captain.**

**What is NOT included:** Beverages and food are not supplied. We always carry spare water on board, however, this is typically reserved for emergency use. If bringing sandwiches, we suggest you place them in ziplock bags to ensure dryness. No glass bottles or containers of any type are permitted on board.

**Alcohol/Drugs:** Beer is permitted on the trip. No liquor is permitted. Beer MUST be cans, NO glass bottles are permitted per Coast Guard regulations. Please limit your alcohol consumption. We believe 100% in being safe and responsible on the water. Your Captain and mate will never consume alcohol on your trip. Absolutely NO DRUGS of ANY sort! Excessive drinking and intoxicated behavior will result in immediate termination of the trip and a return to port. The first sign of an illegal drug on board will result in immediate termination of the trip and a return to port. The last thing we want is to cut the trip short and call the Coast Guard for them to meet you at the dock. Any trips cut short from alcohol or drugs will not be issued a refund.

**Weather and Seas:** The Captain is constantly following current weather/sea conditions and future forecasting. If the Captain deems seas not conducive to safe fishing conditions, the Captain may cancel the trip. Open boat trips are not rescheduled. Any monies paid in advance towards an Open Boat trip will be fully refunded if cancelled by weather.

**Tackle, gear, and equipment:** We ask that you take care in handling our gear. The Captain and crew will be there to help keep things problem free and educate you in proper handling. In the event that a passenger proves negligent in the handling of gear and breaks/loses something you agree to pay the replacement cost of such gear. This would be a rare occurrence, but a couple examples would be dropping something overboard or throwing something on the deck or stepping on it, causing breakage.

**Fish cleaning:** We will be happy to professionally clean your catch. Please make sure to consider this “extra” when tipping - particularly on offshore trips where we outshine other operations with our commercial background of professionally handling and dressing fish to provide you with the best quality sushi grade tuna possible.

**Photo/Video Policy:** Photographs and video clips are the primary source of marketing for a charter fishing business. The party representative and party members consent to allow Openbow LLC/Victoria Ltd Charters to capture still photographs and motion video clips during the trip and publish for the purpose of advertising, promotion of sponsor products and social media promotion. Party representative and party members may use their own photography and video equipment on board and agree that any photographs and/or videos posted on social media or shared with Openbow LLC/Victoria Ltd Charters that are not watermarked for copyright protection will result in a **waiver of copyright protection by the party** and the media may be used by Openbow LLC/Victoria Ltd Charters for the purpose of advertising, sponsor promotions, and social media promotions.

**Late Policy:** Customers are expected to arrive a minimum of 15 minutes prior to posted departure time. Please leave extra time and arrive early. The boat will only wait 15 minutes for a late angler.

**Payment Methods:** Cash at dock prior to departure is required or money transfer via PayPal friends/family to [openbow.org@gmail.com](mailto:openbow.org@gmail.com) prior to departure.

**I hereby acknowledge by signing below as Party Representative that I have read and understand all of the sections included in the “Agreement for Clients/Openbow LLC/Victoria Ltd Charters” section of this contract.**

**SIGNATURE OF PARTY REPRESENTATIVE:**

(1) Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_