



WAIVER AND CLIENT CONSENT AGREEMENT

COMPANY COMMITMENT

Pescado Adventures confirms that all our captains have a valid Captain's License issued by the port authorities of the state of Quintana Roo, and that all our vessels are current with regards to all certifications, inspections and insurances required by the governing authorities of the state of Quintana Roo, Mexico.

Our captains are legally qualified and licensed to operate inshore and nearshore fishing charters, with paying clients onboard. Our captains' primary responsibility is customer safety, and to this end will retain the right to:

- Refuse the boarding of clients under the influence of drugs or alcohol
- Cancel the charter operation if weather conditions are considered unsafe, even if local port authorities have not officially closed the ports

The entire Pescado Adventures team will strive to ensure that your trip is both memorable and safe.

CLIENT ACKNOWLEDGEMENT AND CONSENT

I am hereby acting as the private fishing charter primary client and designated organizer of the group. I fully understand that we are boarding a charter fishing vessel to fish in open water, and that catching fish is not guaranteed.

I understand that we assume the risks and hazards associated with inshore and nearshore 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
 - the unintentional conduct of any other persons on the boat.

I understand and agree that I/we will not hold the employees, captain, crew, or the Pescado Adventures business liable for risks and hazards associated with inshore and nearshore fishing, and I/we expressly release them from any liability for all such risks and hazards. Moreover, I/we will not partake in any illegal activities or substances, and I/we release the employees, captain, crew, and the Pescado Adventures business from any liability whatsoever associated with any illegal actions taken by me/us on the vessel.



ROUGH WATERS POLICY (30 Minute Rule)

In the event of rough seas or any other adverse weather conditions the captain will advise the client of these conditions before departure. If the client decides to go on the trip, the trip will be considered operational. The client will have the option to return to the dock within a maximum of 30 minutes after departure from the dock. In this case the following will apply:

- If the client decides to cancel the trip, within the 30 minute period after leaving the dock, Pescado Adventures will refund the client 50% of the total trip cost.
- If the client determines that one or more members of the group would like to return to the dock and the remainder of the group continue with the charter, the captain will return said group member(s) to the dock. In this case the trip duration will not be extended due to the return to dock, nor will any individual refunds or rate reductions apply.
- If the client determines that one or more members of the group would like to return to the dock, only one return will be permitted. *Multiple returns will not be permitted.*
- If the conditions are deemed unsafe, the captain reserves the right to cancel the return trip from the marina out to sea.

PLEASE NOTE: The 30 Minute Rule has been determined as the cut off in order to ensure a safe and timely return to the dock, while still allowing adequate fishing time for the remainder of the group.

I/We understand that if the port is open, fishing is permitted and can usually proceed. I/we understand that open sea waters are rarely calm and motionless. Taking appropriate measures to avoid motion sickness is my/our responsibility. Should the captain make the determination that it is safe to operate the agreed upon private fishing charter, I/we agree, understand, and will adhere to the Rough Waters Policy stated above.

I have read this *Waiver and Client Consent Agreement* and the Rough Waters Policy. I/we understand it is a legally binding agreement designed to inform me of risks, and to release the employees, captain, crew, and the Pescado Adventures business from any and all liability for personal injuries, mishaps, or omissions from the conduct of other fisherman (intentional or not) and crew (unintentional) during this fishing charter.

Boarding a Pescado Adventures vessel for the agreed upon private fishing charter constitutes confirmation that I, and on behalf of my group, understand and agree to all of the above.

FULL NAME:

SIGNATURE: