

Cooly Tweed Cruises

Liability Release Waiver

I, the passenger, fully understand that I am boarding a charter vessel that operates in open water (ocean). 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 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 and external, from boarding and disembarking the vessel, perils of the sea, equipment failure and the unintentional conduct of any other passenger on the boat.

I understand that I have a duty to exercise reasonable care for my own safety and 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 condition, pregnancy, weak bones, knee, back or ankle problems.

I assert that I am physically fit to ride on a boat and I will not hold the vessel "GEORGE BASS" and or Cooly Tweed Cruises or their employees, agents or other associated persons responsible if I am injured as a result of and problems (medical, accidental or otherwise) which may occur while being onboard the vessel or otherwise participating the trip.

I understand and agree that I will not hold the Crew or Cooly Tweed Cruises liable for risks and hazards associated with boating offshore or crossing the tweed bar, I expressly release them from all such risks and hazards.

Charter Agreement

The Captain has the sole discretion and reserves the right to cancel the trip within **2 hours** of the departure time due to strong winds, rough seas, a dangerous bar crossing, or anything that could pose a safety risk. If this occurs the 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 a passenger may reschedule for a later charter date. **(unless the charter has completed 3/4 of the allotted charter time)**

All groups and passengers are to be at the boat at least **20 minutes prior to departure**. If an unforeseen circumstance arises that could delay departure, a call should be made to Cooly Tweed cruises on 0422 743 722 to inform them so to help them prevent cancellation. Cooly Tweed Cruises reserves the right to depart at the scheduled departure time.

I have read this Waiver and General release form and consent Agreement and understand it is a legal document designed to inform me of risks and release the Crew and Cooly Tweed Cruises from anyone all liability for personal injuries, mishaps, or omissions from the conductor other boaters or passengers (intentional or not) and crew during this cruise. I agree to be bound by this document, from the day I of my electronic acknowledgement of this document for ever into the future.

This document must be read and agreed before boarding the vessel "George Bass"