

Blue Claw Boat Tours, LLC
Booking Terms and Conditions

Attention: You (the lead booker) must be of adult age - 18 yrs. of age or older in Massachusetts

You (the lead booker) understand that you are agreeing to this document for yourself and as the authorized agent for and on behalf of all passengers in your booking party on Blue Claw Boat Tours, LLC (hereafter "Tour"). If your child/children are included in the Tour booking party, you also agree to these Booking Terms and Conditions as the parent or legal guardian for and on behalf of your participating minor child/children and as the agent for the parent of any other child/children in the Tour booking party (minors are those under 18 yrs. of age in Massachusetts). In addition, you should inform other Tour booking party participants regarding this document, which is binding on all Tour participants.

Please read the following Blue Claw Boat Tours, LLC: Booking Terms and Conditions and complete all requested information carefully. Your submittal of a reservation and payment constitutes your intent to be legally bound by this document, both for yourself and as agent, for and on behalf all other members of your Tour booking party.

Cancellation Policy: Customers will receive a refund (minus a 10% processing fee) with **72 hours'** notice of cancellation. There are absolutely **NO REFUNDS** available less than **72 hours** prior to tour time. Customers will also receive a full refund or option to transfer their reservation in case of operator cancellation due to weather, not meeting the minimum guests required, or other unforeseen circumstances. Contact us by phone to cancel or inquire about a cancellation. We regret that we cannot make exceptions for your personal emergency as a cause for late cancellation. **No-shows will be charged the full price.**

Weather Cancellation Policy: Cancellation is at the sole discretion of the captain just prior to the cruise. Please consider your reservation upheld unless you speak to us directly. If we cancel, for any reason, we will try to work with you to re-schedule, if we cannot you will not be responsible for your payment.

Alcohol/Smoking Policy: Only on Scheduled Sunset and Private Cruises may alcohol (provided by you) be responsibly consumed, within legal limits, by our guests of legal age. Blue Claw Boat Tours, LLC does not provide or serve any alcohol, food or beverages. Smoking of any kind, including vaping, is not permitted on board as per US Coast Guard regulations. Please note that per federal regulations, marijuana or marijuana-containing products cannot be brought on board despite recent changes under Massachusetts State law.

BLUE CLAW BOAT TOURS, LLC and VESSELS: Blue Claw, Bravo and Roameo
ASSUMPTION OF RISK and COMPLETE LIABILITY RELEASE

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH TRAVELING BY BOAT, EMBARKING and DISEMBARKING FROM A BOAT and BEACH EXCURSIONS including but not limited to equipment failure, perils of the sea, harm caused by marine creatures, acts of other participants, natural risks while on the beach, entering and exiting the water, activities on the docks and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS.

I UNDERSTAND THAT THERE ARE NO LIFEGUARDS OR BATHROOM FACILITIES ON THE BEACH EXCURSIONS AND I WILL NOT SWIM ON A BEACH EXCURSION. I ALSO UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY, AND I AGREE TO DO SO.

I assert that I am medically and physically fit to ride on a boat, get on and off a boat at a dock and/or beach, walk on a beach and I will not hold the vessels Blue Claw, Bravo or Roameo and/or Blue Claw Boat Tours, LLC and Robert J Wissmann Jr, or their employees, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while riding on the boat, on the beach excursion or otherwise participating in the Tour.

I fully understand that the vessels Blue Claw, Bravo and Roameo have limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions. Blue Claw Boat Tours, LLC and Robert J Wissmann Jr and vessels Blue Claw, Bravo and Roameo have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold Blue Claw Boat Tours, LLC and Robert J Wissmann Jr or vessels Blue Claw, Bravo and Roameo, their crew or passengers responsible for their actions in attempting the performance or rescue of first aid.

I agree to forever discharge and release Blue Claw Boat Tours, LLC and Robert J Wissmann Jr, vessels Blue Claw, Bravo and Roameo, its employees and agents, the owner(s) of, Blue Claw Boat Tours, LLC and Robert J Wissmann Jr, vessels Blue Claw, Bravo Roameo, and affiliates, from any and all responsibility, releasing, indemnifying, and holding harmless from any liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any boat tour or beach excursion activities with or involving the released parties. **The Terms outlined above shall be effective and legally binding upon you (the lead booker) and all other Tour passengers in your booking party.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY ACKNOWLEDGMENT, FOREVER INTO THE FUTURE.

BLUE CLAW BOAT TOURS, LLC
Waiver of Liability Relating to Coronavirus/COVID-19

Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Blue Claw Boat Tours, LLC cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing Blue Claw Boat Tours' services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Blue Claw Boat Tour's services and/or enter onto Blue Claw Boat Tour's vessels you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Blue Claw Boat Tour's services and enter Blue Claw Boat Tours' vessels. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Blue Claw Boat Tours' services and vessels in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Blue Claw Boat Tour's and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Blue Claw Boat Tour's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Massachusetts will apply to this contract.

BY CHECKING THE TERMS AND CONDITIONS BOX WHILE MAKING THIS RESERVATION I HAVE ACKNOWLEDGED THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I am the parent or legal guardian of the minors in my group reservation. I have the legal right to consent to and, by CHECKING THE BOX WHILE MAKING THIS RESERVATION, I hereby do consent to the terms and conditions of this Release.