

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 full refund with 7 days notice of cancellation. Cancellations within the 7 day window (days 3-6) - but more than 48 hours before departure time - will be refunded 50% of the cruise price but not the booking fee. No-shows and cancellations made 48 hours or less before departure time will not receive any refund. Customers will also receive a full refund in case of operator cancellation, prior to departure, due to inclement weather or other unanticipated circumstances. Cancellations will be made just prior to the cruise departure time at the sole discretion of the captain. Shortened cruises based on a change of weather will be refunded on a prorated basis based on time spent on the water. 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. Once you have reserved and paid for your number of passengers you will not receive a refund if you come with a lesser number of passengers. However, you may add passengers up to the maximum number allowed for that cruise by calling our office and paying the additional per passenger fee. **No-shows will be charged the full price.**

Weather Cancellation Policy: Cancellation is at the sole discretion of the captain at any time, up and until departure of 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 receive a full refund. If a cruise is shortened due to weather or for any other reason we will prorate your refund bases on time spent on the water.

Alcohol/Smoking Policy: Only on Scheduled 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.

SWIMMING IS STRICTLY FORBIDDEN ON ANY EXCURSION. 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 THE SAFETY OF MY GROUP, 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.

CHOICE OF LAW: I understand and agree that the laws of the Commonwealth 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.