



Liability Release Form & Private Charter Agreement

Now, THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto mutually agree as follows:

I, Captain _____ (Print name), promise and certify that I have a Captain`s License issued by the U.S. Coast Guard and that I am legally qualified to take passengers on charters. I promise not to take any unnecessary risks that could potentially put passengers or crew in harm`s way and to avoid bad weather to the fullest extent possible. This charter operates under the authority of the captain and the captain alone.

Signature: _____ Date: _____

This Charter Agreement entered on the _____ day of _____, 2025

Between Tortuga Boat Adventures (Charterer) and _____
(Charteree).

Waiver & Release

I, the Charteree, fully understand that I am boarding a privately chartered vessel that operates in the Intercoastal Waterway and the Gulf. 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 are 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 or external, from: boarding and disembarking the vessel; animals; Perils of the sea; equipment failure; and the unintentional conduct of any other person on the boat. I understand that I have a duty to exercise reasonable care for my own safety and I 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 conditions; pregnancy; weak bones; knees, back or ankle problems. I assert that I am physically fit to ride on a boat and I will not hold vessel "Por Vida" and or Tortuga Boat Adventures or their employees, agents or other associated persons responsible if I am injured as a result of any problems (medical, accidental or otherwise) which may occur while chartering the vessel or otherwise participating in the trip. I understand and agree that I will not hold the Captain, Crew, or Tortuga Boat Adventures liable for risks and hazards associated with boating offshore, and I expressly release them from all such risks and hazards

Charter Agreement

The Charter begins at the designated departure time, not at the time the Charteree arrives. Charter duration includes docking, undocking, as well as travel to and from destination. Please allow extra driving time in case of traffic. All groups are recommended to be at the boat at least 5-10 minutes prior to departure. If an unforeseen circumstance occurs that could delay the trip, a call should be made to the captain. Tortuga Boat Adventures reserves the right to cancel any charter where the party fails to arrive within a reasonable time of the scheduled departure time. The captain in his or her sole discretion reserves the right to cancel the trip within 2 hours of the departure time due to strong winds, rough seas, or any situation that could pose a safety risk. If this occurs, 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 the Charteree may opt to receive a refund in full or reschedule for a later charter date. In the event, someone suffers sea sickness or has the captain return early for any reason, no refund will be given. In the rare occasion that the boat experiences any mechanical issues or difficulties, refunds will be issued in full.

Tortuga Boat Adventures adheres to a strict Zero Tolerance Policy. No firearms or illegal substances may be brought on board the vessel. Legally prescribed medications are permitted on board. Beer and Wine and other alcoholic beverages allowed on the vessel and may only be consumed by persons aged 21 or older. **No glass bottles are permitted on board.** Tortuga Boat Adventures will provide drinking water however, bringing your own food and beverage is permitted and is encouraged. It is the job of the captain and crew to provide a pleasant boating experience, and we will do anything within reason to make sure that you and your party have fun on your charter excursion. That being said, person(s) appearing to be intoxicated or under the influence of drugs or alcohol will not be permitted to board the vessel.

Tortuga Boat Adventures Captain and crew strictly abide by all Florida State Saltwater Fishing and Safety rules and regulations and will not deviate from them under any circumstances. For the passenger's

safety and the well-being of the of the vessel, we require that all guests/ charterees on board wear soft soled tennis shoes or flip flops. NO hard shoes, boots, high heels, wedges, or stilettos will be allowed. The captain may require a passenger to remove their shoes if proper foot attire is not worn. **I understand that Florida law requires children under the age of 13 to wear a U.S. Coast Guard approved PFD while underway in a recreational vehicle of any length. Tortuga Boat Adventures will provide PFD`s to anyone under the age of 13 and anyone that requests one.**

Any photos obtained may be used for digital marketing purposes across our website and social media platforms unless otherwise instructed by passengers.

I have read this Promises, General Release, Waiver and Consent Agreement and understand it is a legal document designed to inform me of risks and release the Captain, Crew, and Tortuga Boat Adventures from all liability for personal injuries, mishaps, or omissions from the conduct of other boaters or passengers (intentional or not) and crew during this Private Charter.

I agree to be bound by it, from the date of my signature, forever into the future. This agreement shall be construed in accordance with the admiralty and maritime laws of the United States of America and the State of Florida.

Please print & sign:

_____	Email _____

