

# Terms & Conditions

YOU ACKNOWLEDGE READING THIS PAGE COMPLETELY AND AGREE TO TERMS AND CONDITIONS BEFORE MAKING ANY RESERVATION BY BOARDING, PURCHASING AND/OR BOOKING ANY CHARTER TRIP WITH "WRIGHTSVILLE BEACH FISHING CHARTERS OCEAN STINGER" YOU AGREE AND ADHERE TO ALL THE TERMS AND POLICIES OUTLINED BELOW.

## TERMS & CONDITIONS

Your initial **Non-Refundable** deposit of **\$300.00** will hold your selected charter trip, and requested date on the calendar; the remaining balance will be due in full on your scheduled charter date **BEFORE DEPARTING THE MARINA AND OR DOCK.**

## CANCELLATION POLICY

If for any reason you must unfortunately cancel your charter at any time prior to date of departure, due to unforeseen circumstances, or family emergencies, **no refunds** of your initial **Non-Refundable deposit** will be issued for a refund. We will **honor rescheduling your charter trip**, to a future date up to **ONE YEAR** in advance from the original charter date. It is your responsibility to communicate your intent to cancel charter, and to reschedule to a future date as soon as possible, as calendar availability is on a first come first serve basis.

## INCLEMENT WEATHER POLICY & RESCHEDULING

Ocean Stinger Charters will carry, and hold charter rain or shine. Ocean Stinger Charters will **NOT** cancel charter for any reason, unless there is a **GALE WARNING, or SMALL CRAFT ADVISORY** that will **DIRECTLY affect your charter trip selection, and the direct location where we will be fishing.** The Captain is the **ONLY** individual that will make the appropriate call if a charter will still take place, or a reschedule date will be issued up to **ONE YEAR** in advance.

No charter guest will assume the right to cancel charter due to their interpretation of the weather, posted warnings, or rain. If the weather has been deemed safe by Captain, and crew taking into account all factors, and charter is still set to take place, it is the charter guest's responsibility to communicate with the Captain any, and all concerns not already addressed by the captain. If the charter guests communicate no intent to attend the scheduled charter after thorough communication, they are not obligated to board the vessel, though we will **NOT** honor a reschedule date of up to **ONE YEAR**, and the **Non-Refundable** deposit will be kept.

## UNFORESEEN OCCURRENCES ON THE WATER

If for any reason the charter guest(s) requests to return to the dock, and or marina at any time during charter, despite the amount of time on the water, or location, Ocean Stinger Charters will gladly oblige. No refunds will be issued, and remaining payment, if any, on the selected scheduled charter will be paid in full.

If for any reason Ocean Stinger Charters experiences mechanical issues that prevent charter from continuing, we will return to the dock, and or marina. We will reschedule your trip up to **ONE YEAR** in advance.

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## CUSTOMER BEHAVIOR & ALCOHOL

It is required that all customers behave in a safe and respectful manner to the Captain, all staff, other patrons and our property. If we find that there has been loss or damage to our equipment or vessel due to negligence or unruly behavior, then the customer will be liable for replacement or repair of the item. The Captain reserves the right to cancel a trip, and payment forfeited if unruly or unsafe behavior is displayed, and will pursue legal counsel and action if warranted. Alcohol is allowed onboard the vessel; however responsible consumption of alcohol is to be adhered to. The captain and crew reserves the right to: refuse alcohol onboard if deemed to be unsafe, refuse a passenger onboard the vessel if they are under the extreme influence of alcohol, and can cancel the trip with no refund.

## CHARTER FISHING

- A **US Coast Guard Licensed Captain** and a mate will assist you and ensure you have a safe and enjoyable experience aboard the "Ocean Stinger"
- The Captain of the "Ocean Stinger" has total authority on the vessel, and any decision made by the Captain overrides any other prior agreement and/or decision.
- We are designed for *Big Game Fishing ONLY*, we will not, and do not offer Bottom Fishing.
- Minimum number of passengers for fishing is (1) maximum number is (6).
- We provide all fishing licenses, permits, gear, and bait of all categories, real, artificial, and teasers.
- Fishing is a sport of chance, and many variables outside our control determine the catch rate, we will do our complete professional best to get on the fish, but cannot guarantee the fish bite.
- Charter guests are responsible for bringing their own food, drinks, and alcohol.
- We will gladly fillet, bag, and ice any fish caught.
- Time of departure may change, and vary on season, tide, and currents, this will be communicated to you by the captain.

## PRIVACY & WEBSITE

All details obtained from clients i.e. telephone numbers, email address and credit card numbers, are only used for the express purpose of the operations of Wrightsville Beach Fishing Ocean Stinger. These details are never sold, distributed or released to any other parties.

Ocean Stinger Charters may publish any pictures or videos taken on board the charters for web or promotional purposes. Any individual who has any questions with this policy should discuss the matter with the Captain prior to departure. The content of the pages of this website is for your general information and use only. It is subject to change without notice. This website contains material which is owned by or licensed to "Wrightsville Beach Fishing Ocean Stinger". This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

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## **RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

The Date, Time, and Purpose collectively referred to as the ("CHARTER EVENT") IN CONSIDERATION of being permitted to board the "Ocean Stinger", EACH OF THE UNDERSIGNED ("Releasor"), for himself or herself, his or her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon boarding HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE; Seas The Sting, LLC, Wrightsville Beach Fishing Charters Ocean Stinger, LLC, the boat owners, lessees, crew members, any other persons regarding the CHARTER EVENT(S) and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE CHARTER EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the CHARTER EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the CHARTER EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY acknowledges that THE ACTIVITIES OF THE CHARTER EVENT(S) ARE POTENTIALLY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the United States or State in which the CHARTER EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY EMBARKING ON SAID CHARTER EVENT(S) WILL RELEASE ALL LIABILITY TO THE GREATEST EXTENT OF LAW.**