

CONDITIONS OF CONTRACT AND AGREEMENT

PLEASE NOTE: THESE CONDITIONS, ALONG WITH THE PRICES FOR YOUR CHARTER AND THE INFORMATION ON ‘WHAT TO EXPECT’ FORM THE AGREEMENT BY WHICH J-DOCK PROVIDES CHARTER FISHING SERVICES TO YOU AND YOUR PARTY. (Participants in Overnight Trips are also required to execute the Acknowledgment of Risks document which will form part of the Agreement between J-Dock and those Participants)

Your participation in the fishing charter is acceptance of the agreement with J-Dock, including, without limitation, these Conditions of Contract.

1. In consideration of J-Dock Sportfishing LLC (“J-Dock”) allowing me to participate in charter fishing provided by J-Dock, I acknowledge that I willingly accept these Conditions of Contract and enter this Agreement (including these Conditions of Contract, the pricing arrangements for my charter, and the information on “What to Expect”)
2. I acknowledge that I am voluntarily agreeing to participate the fishing charter(s) provided through J-Dock and that I am aware of the risks of such participation: fishing in Alaska involves substantial risks of which may be caused by forces of nature, the physical proximity between myself and others (and the resulting risk of disease) that is an inherent part of the Fishing, or forces known or unknown. These risks can include but are not limited to: a) illness; and b) physical or mental discomfort, disease (including COVID-19 and its variants), injuries; or c) death. These risks cannot be eliminated without destroying the unique character of fishing charters as provided by J-Dock.
3. I understand that any equipment and/or protective gear provided by the COMPANY may or may not suffice to reduce the risks of fishing charters and my use of such equipment or protective gear does not waive, mitigate, or reduce my obligations **(and the release in Paragraph 5)** in accordance with this Agreement; nevertheless, I will be safety conscious and acknowledge that wearing a personal floatation device (“PFD”) while in or upon any watercraft is a basic safety precaution.
4. I know or have been told by J-Dock what activities will take place on the fishing charter and I agree and represent that I am physically and mentally capable of participating in the fishing charter and that I will willingly use any equipment or protective gear which may be provided for my use by J-Dock
5. **RELEASE:** I understand that the one purpose of this Agreement is to exempt, waive, and release J-Dock from liability for personal injury, illness, property damage, and wrongful death, all as may be caused by inherent nature of charter fishing and / or the activities related to charter fishing and/ or J-Dock’s negligence. THEREFORE, as consideration for J-Dock providing the fishing charter, I have agreed to these Conditions of Contract, and for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE J-Dock (and its employees, owners, agents, and affiliates, collectively with J-Dock “the Releasees”), FROM ANY CLAIMS ARISING FROM OR RELATED TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss, or damage to persons or property incident to my participation in the fishing charter, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE AND WAIVE ANY CLAIMS AGAINST THE RELEASEES related to the fishing charter to the fullest extent permitted by law.**
6. **KNOWING AND VOLUNTARY AGREEMENT: I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND J-DOCK THEIR AGENTS, ASSOCIATES, AND EMPLOYEES, THAT I AM ASSUMING THE RISK FOR PARTICIPATING IN CHARTER FISHING.**