



CHARTER HOLD HARMLESS & ASSUMPTION OF RISK

Ironclad Sportfishing Inc. · California Stock Corporation · F/V Ironclad · USCG Doc #902145 · CDFW CPFV #FG54102
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Read fully before signing. This document supplements (and is incorporated by reference into) the Charter Service Agreement & Liability Waiver. By signing, the Participant acknowledges the inherent risks of commercial sportfishing and releases the Company from liability except for gross negligence or willful misconduct. Governed by California law and applicable U.S. maritime law.

PARTICIPANT INFORMATION

FULL LEGAL NAME	DATE OF BIRTH	AGE
ADDRESS (STREET, CITY, STATE, ZIP)		
PHONE	EMAIL	
EMERGENCY CONTACT NAME	EMERGENCY CONTACT PHONE	RELATIONSHIP
CHARTER / TRIP DATE	TRIP BOOKING REF	VESSEL F/V Ironclad (or independent / referred vessel — see §2A)
MEDICAL DISCLOSURE — CONDITIONS / MEDICATIONS / ALLERGIES (WRITE "NONE" IF NOT APPLICABLE)		

F/V Ironclad accommodates a maximum of six (6) paying passengers per day charter and four (4) per overnight charter.

1. ACKNOWLEDGMENT OF RISK

I acknowledge that I am voluntarily participating in a charter sportfishing trip aboard the F/V Ironclad organized by Ironclad Sportfishing Inc. (the "Company"). I understand that sportfishing and time aboard a commercial vessel involve inherent risks, including but not limited to: heavy seas, vessel motion, slip/trip/fall hazards on wet decks, hooks and other sharp tackle, line entanglement, fish bites and stings, exposure to sun/cold/wind/spray, seasickness, equipment failure, weather changes, collision, fire, and the conduct of other passengers and crew.

2. RELEASE OF LIABILITY & HOLD HARMLESS

To the fullest extent permitted by law, I hereby release, discharge, and agree to hold harmless Ironclad Sportfishing Inc., its officers, directors, shareholders, owners, captains, crew, employees, agents, and the F/V Ironclad (the "Released Parties") from any and all claims, demands, liabilities, costs, or damages (including attorneys' fees) arising from or related to my participation in this charter, EXCEPT those arising from the Company's gross negligence or willful misconduct.

Seaman Non-Waiver. Nothing herein waives, limits, or releases any seaman remedy of any captain or crew member under the Jones Act (46 U.S.C. §30104), General Maritime Law, or any other applicable law. The inclusion of captains and crew in the Released Parties is limited to ordinary-negligence passenger claims and does not affect crew members' own rights.

Savings Clause. This release is subject to and limited by applicable U.S. maritime law, including any non-waivable remedies under General Maritime Law and the limitation under 46 U.S.C. §30527 on contractually limiting a passenger-vessel owner's liability for personal injury or death caused by its own negligence. Accordingly, this document operates as an assumption of inherent risk and a release only to the extent the law allows.

2A. INDEPENDENT / REFERRED VESSELS — BOOKING-AGENT DISCLAIMER & RELEASE

I understand that Ironclad Sportfishing Inc. may **book, refer, or coordinate** charter trips that are operated by **independent, third-party vessels and operators** (for example, Todo O Nada Boat Charters, LLC) that are **separately owned, USCG/CDFW-licensed, and insured**. For any such trip, Ironclad Sportfishing Inc. acts **solely as a booking agent / broker**; it does **not** own, operate, crew, control, maintain, or insure the independent vessel, and it makes no representation or warranty regarding that vessel beyond the operator's own representations of licensure and insurance.

To the fullest extent permitted by law, I release and agree to hold harmless Ironclad Sportfishing Inc. and the Released Parties from any and all claims, demands, liabilities, costs, or damages arising from or related to a trip aboard an independent / referred vessel — including the acts, omissions, condition, seaworthiness, equipment, captain, or crew of that vessel — and I agree that my sole recourse for any such trip is against the independent vessel and its operator, who is solely responsible for that trip. Nothing in this section waives, limits, or releases any non-waivable remedy under the Jones Act, General Maritime Law, or other applicable law.



3. SAFETY BRIEFING ACKNOWLEDGMENT

I confirm that I have received, or will receive prior to vessel departure, the USCG-compliant safety briefing covering the location and use of life jackets and other PFDs, emergency egress routes, fire suppression equipment, person-overboard procedures, distress signaling, and crew commands. I agree to wear a PFD when instructed and to follow all crew safety directives without delay.

4. ASSUMPTION OF RISK

I knowingly and voluntarily assume full responsibility for any injury, illness, loss, or damage to person or property that occurs during my participation in this charter, including but not limited to fishing accidents, marine hazards, weather conditions, and the acts or omissions of other passengers. This assumption of risk applies to me, my heirs, executors, administrators, and assigns.

4A. EMERGENCY MEDICAL AUTHORIZATION

I authorize the Captain, crew, any emergency responder, the United States Coast Guard, and any treating medical professional to obtain and provide emergency medical treatment for me in the event of illness or injury during this charter. I understand that advanced medical care is not available at sea and that evacuation may be delayed by weather, distance, or vessel conditions.

5. ALCOHOL, CONTROLLED SUBSTANCES & CONDUCT

I will not board the vessel or participate in this charter while impaired by alcohol or any controlled substance. I understand that the captain has sole and final authority to refuse boarding, terminate the trip, or eject any participant whose conduct endangers the vessel, crew, or other passengers, and that no refund is owed in such case.

6. MINORS (UNDER 18)

If you are under 18, do NOT sign here. Your parent or court-appointed legal guardian must complete the separate **Minor Acknowledgment Form**. If a chaperone (parent NOT aboard) is bringing the minor, the parent's pre-signed Minor Acknowledgment Form designating that chaperone must be on file with Ironclad before boarding.

Please read carefully — Release of Liability and Assumption of Risk. By signing below, you voluntarily assume the inherent risks of this charter and release Ironclad Sportfishing Inc. from liability for ordinary negligence, as described in Sections 1–4 above, and you acknowledge the independent-vessel terms in Section 2A. This release does not apply to gross negligence or willful misconduct, and it does not waive any protected maritime remedy of the captain or crew.

SIGNATURE

PARTICIPANT SIGNATURE _____	PRINT NAME _____	DATE _____
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WITNESS / EXECUTION METHOD

HOW WAS THIS DOCUMENT SIGNED? (CHECK ONE)		
<input type="checkbox"/> Signed in person at dock <input type="checkbox"/> Pre-trip signed at home <input type="checkbox"/> Digital execution (e-signature) <input type="checkbox"/> Notarized		
IRONCLAD REPRESENTATIVE OR WITNESS SIGNATURE _____	WITNESS PRINT NAME _____	DATE _____

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7. MEXICAN WATERS & REQUIRED DOCUMENTS

If the captain elects to fish in Mexican waters (Coronado Islands, Hidden Bank, or south of the US border), I confirm I am carrying the following on my person aboard — captain records ID numbers:

- Passport # _____
- MX Fishing Permit (CONAPESCA) # _____
- CDFW License # _____
- N/A — US waters only

8. RECORDING & MEDIA ACKNOWLEDGMENT

I understand and acknowledge that: (i) F/V Ironclad operates a continuously-recording on-board security camera system for safety, liability, and operational purposes; (ii) the crew may take photographs and video of the trip and may share these with me after the trip as a courtesy; and (iii) **Ironclad Sportfishing Inc. reserves the right to use trip photographs and video for marketing, social media, brand, and operational purposes UNLESS I deliver a written opt-out request for this specific trip BEFORE departure.** By signing below, I consent to being recorded by the on-board camera and to Ironclad's standard use of trip media, subject to my written opt-out below.

- I CONSENT to standard use of trip photos / video for marketing, social media, and brand purposes
- I OPT OUT of any external use of my photos / video for this specific trip (written opt-out filed)

CONFIRMATIONS

- I have received the Safety Briefing
- I have read this Hold Harmless
- I have disclosed any medical conditions / allergies
- I am 18 or older
- I am sober and not impaired
- I will follow all captain & crew instructions
- I acknowledge the on-board security camera
- I understand my media opt-out option
- I consent to crew-taken trip photos shared with me post-trip