

PASSENGER ACKNOWLEDGMENT AND RELEASE (COVID-19)

Dana Wharf Sportfishing & Whale Watching, and the ownership, officers, directors, employees, crews and representatives of each, have adopted the following guidelines and conditions of passage for customers utilizing our services in response to Covid-19.

In light of the recent coronavirus (Covid-19) situation, including governmental agency responses, we have implemented new precautionary practices for our trips. This document outlines certain risks to ensure our passengers understand and accept the risks of Covid-19 (or other illness) exposure and the impact of our mitigation efforts before engaging in this activity. Each passenger, as a condition of participating in a scheduled trip must review and agree to the following.

(Initials)

_____ I REPRESENT that in the last 21 days I have not been diagnosed with and have had no symptoms of active Covid-19 viral infection. (You may initial this clause if you were diagnosed or tested positive for Covid-19 more than 21 days ago and have been free of symptoms for the last 21 days.) According to the Center for Disease Control and Prevention (“CDC”) the following may appear as symptoms of infection within 2 – 14 days after exposure to the virus:

- Fever
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

_____ I REPRESENT that in the last 21 days I have not to my knowledge been exposed to or in close physical or prolonged proximate contact with anyone diagnosed with or having symptoms of active Covid-19 viral infection.

_____ I ACKNOWLEDGE that the Covid-19 virus can have a long latency period between exposure and the onset of symptoms and that persons without symptoms can carry and spread the virus. Thus, persons can be infected and contagious without knowing they are. I agree and accept the risks that other passengers or crewmembers may board and leave the dock while unknowingly infected and contagious for Covid-19.

_____ I ACKNOWLEDGE that the Landing, Boat, their crewmembers and employees are not medical professionals, do not provide medical advice and are limited in the health information they can request or obtain from their personnel and customers.

_____ I ACKNOWLEDGE that while underway I am expected to follow current CDC mitigation guidelines for virus containment and abatement, including washing my hands frequently, avoiding putting my hands to my face, and/or wearing facial coverings. Given the physical accommodations of the boat, it is not generally feasible to maintain constant 6-feet of separation from other passengers or crew members, either in the sleeping berths/bunks, eating in the galley area, or on deck when casting, tending fishing lines or retrieving fish. Crewmembers will encourage and I agree reasonably to conform to enhanced sanitization and social distancing measures, including:

- Use facial coverings when required and to the extent safe and practical
- Remain outside on deck as much as weather, safety and physical stamina permit

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- Minimize congregations in the galley through staggered meals and encouraging access only for ordering and consuming food when weather, safety and physical stamina permit
- Endeavor to maintain 6-feet of separation from other passengers to the extent safe, practical and reasonably feasible, understanding that intermittent, close proximity—such as when retrieving bait or moving up the rail while retrieving a fish—is inevitable.
- On overnight trips,
 - Bring my own bedding (e.g., pillow, sheets, blanket sleeping bag) unless furnished
 - Follow crew instructions regarding use orientation of bunks/berths to maximize respiratory distance between passengers while occupied
- Wash my hands frequently with soap and water for at least 20 seconds

_____ I ACKNOWLEDGE the Landing, Boat, crew members and passengers will rely on me and other passengers to be socially responsible in our behavior toward fellow passengers and crew. I agree to comply with crew instructions while underway and acknowledge the Landing, the Boat and the Boat's Captain reserve the right to remove, revoke on-board privileges, or ban from future trips any passenger habitually disregarding these measures or defying crew directives.

_____ I ACKNOWLEDGE that the Boat and its Crew in their judgment may pursue various responses if a passenger develops symptoms of Covid-19 (or other potentially contagious illness), including isolation or removal of symptomatic passengers, physical separation of other passengers or early termination and return to port. The Landing and Boat will review whether to issue any discretionary full or partial refund in the event of a disruption of the trip, and I acknowledge and agree that I have no right to a refund in such circumstances, except as issued in the unilateral discretion of the Landing or Boat.

_____ I ACKNOWLEDGE and accept the possibility that the crewmembers and passengers aboard a trip in which one or more persons develop respiratory illness symptoms could be requested to self-isolate and/or be placed into quarantine by health or governmental officials.

By initialing above, I have agreed to and consented to each of the foregoing clauses and the terms and conditions contained within them. I accept the inherent risks and, as a condition of taking, this trip, for myself and my heirs and assigns, I waive, relinquish and release Landing, Boat, their crewmembers and employees, and other persons acting for or on their behalf (collectively, "RELEASED PARTIES") from and against all claims, liabilities and damages arising from, related to or connected with my participation in this tri, including without limitation exposure to Covid-19 or other infectious disease, any inaccuracy in the representations or promises of other passengers, and any impact of the implementation of the policies, procedures and practices adopted by RELEASED PARTIES in response to Covid-1. This waiver and release applies to all acts, conduct, omissions, and failures to act by RELEASED PARTIES whether sounding in contract or tort, and whether based on claims of negligence, gross negligence, or recklessness, and includes a waiver of entitlement to seek exemplary or punitive damages for any alleged intentional injury.

Date: _____

[signature]

[print name]