

# **Markin' Fish Charter**

## **Charter Contract & Rules**

Mark Genkos  
DBA: Markin' Fish Charter  
8 Richardson Ave  
Auburn, NY 13021

Date\_\_\_\_\_

This contract is between Markin' Fish Finger Lakes Charters and \_\_\_\_\_,  
residing at \_\_\_\_\_.

This agreement is to charter the Markin' Fish boat for \_\_\_\_\_ hours fishing/cruising on Owasco / Skaneateles Lake  
(circle one)

Date of charter: \_\_\_\_\_ Total cost of charter is: \_\_\_\_\_.

### **Terms and Conditions**

We will do everything in our power for you to have a great time on your fishing charter, but we do have some rules. Some are general rules for your safety and others protect the boat, equipment, and crew. Charters operate under our complete Terms and Conditions:

1. The Charter operates under the authority of the Captain. The Captain has the authority to terminate the charter in the event of unacceptable conduct by the charter party.
2. Charter capacity: 1 to 4 people per charter (extra charge for a 4<sup>th</sup> guest). Children are welcome, but count against the charter party limit.
3. The total balance of your charter is due and payable at the dock prior to leaving on your trip (Cash, Credit/Debit card)
4. Charter party members 16 years of age and older must have fishing license. A NYS fishing license can be obtained online or by phone through the NYS Dept. of Environmental Conservation. If you prefer to get one in person, a 1-day NYS fishing license can be obtained at any licensed issuing agent location; Bass Pro and the Owasco Town Hall (2 Bristol Ave.) are local license issuing agent locations.
5. The charter includes appropriate and safe use of our properly insured and outfitted boat, the Captain, all tackle and bait.
6. We highly recommend children under age 12 wear a personal flotation device. We provide enough U.S. Coast Guard approved life jackets on board to accommodate everyone in the charter party.
7. The charter does NOT include food or beverages. You can bring a small to medium-size cooler with drinks and snacks, if desired. Alcohol is permitted for guests over 21 years old. In the event that members of your charter party become intoxicated to the point that the crew determines that they create a hazard to themselves or others, the charter will be immediately terminated without refund and the boat will return to dock.
8. We will do our best to try to get fish, however, there are NO guarantees concerning how many or what type of fish you and your party will catch. We do guarantee that the equipment is in proper repair and that we will do everything in our power to give you and your party a wonderful fishing experience. The sport is called "Fishing" not "Catching". There are days when we catch more fish than other days, and many conditions that govern catching success; not the least of those conditions, are the abilities of the anglers in your party. Listening and following suggestions and directions from the crew will increase the likelihood of catching fish especially after fish have been hooked. It is possible that your charter date might not produce 'keeper' fish.
9. No trash, garbage, or other materials are to be thrown overboard into the water. This includes cigarette butts.
10. Smoking is only permitted on board in the aft end of the fishing cockpit. Smoking is NOT permitted in the cuddy. If you must smoke, the crew requests that you respect others. The crew retains the right to request "No Smoking" periods.
11. No illegal substances or firearms are permitted on board. Discovery of the presence and/or use of illegal substances and/or firearms will immediately terminate the charter without refund and the vessel will return to dock.
12. The Captain, owner and crew shall not be held liable for any injury or fatality that is caused by either direct or indirect action of any member of the charter party.
13. A cancellation called by the Captain due to weather or mechanical problems will create either a credit toward another charter date or you may request a refund. A trip terminated by the Captain due to the weather once fishing has commenced will result in a prorated refund if the charter party agreed to leave the dock. A trip terminated due to member(s) of the charter party getting seasick will not be entitled to a refund or credit.
14. We can clean your fish on request. There is no additional charge for the cleaning. We can also provide ice for your trip home.
15. It is the job of the crew to provide a pleasant and productive fishing experience. The crew will do anything within reason to make sure that you and your party have fun on your fishing charter. If you have questions, please feel free to ask.
16. We abide by all New York State Fishing regulations. Don't ask us to break the law. All 'shorts' will be released.

I agree with all the terms stated above:

Date\_\_\_\_\_

Approved by \_\_\_\_\_, Markin' Fish Charter

# **Markin' Fish Charter, Auburn, NY**

## **Charter Accident Waiver and Release of Liability**

I, the undersigned, fully understand that we are boarding a charter fishing boat to fish in open water. I understand and assume the risks and hazards associated with fishing on a boat. These risks and hazards include, but are not limited to, the following:

Sun, rain, lightning, water spray, and any other weather conditions; sea sickness; pitching and rolling; slippery and wet decks; injuries, internal or external, from: boarding and disembarking the vessel; fish, fishing, fishing tackle, and gear; and the unintentional conduct of any other persons on the boat

I understand and agree that I will not hold the Captain, Crew, or Owner liable for risks and hazards associated with this fishing charter, and I expressly release them from all such risks and hazards. Moreover, I am not in possession of any illegal substances, and I release the Captain, Crew, and Corporation from any liability whatsoever for any illegal actions taken by myself on the vessel.

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 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 Owner from any and all liability for personal injuries, mishaps, or omissions from the conduct of other fisherman (intentional or not) and crew (unintentional) during this fishing charter.

I agree that my signature on this page constitutes a waiver and release for any future charters I may take with Markin' Fish Charter.

### **SIGNATURES OF ANGLERS:**

(1) Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

(2) Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

(3) Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_