

Santa Barbara Sportfishing Charters

OCVID-19 Social Distancing and Sanitation Policy

In addition to our routine cleaning and disinfection efforts, Santa Barbara Sportfishing Charters will institute the following additional efforts to reduce the threat of COVID-19 virus transmission. The primary mode of this virus transmission is believed to be through respiratory droplets that are spread from an infected person through coughing or sneezing to a susceptible close contact (usually within 6 feet). These additional efforts include:

- Masks shall always be worn when possible.
- Taking temperature of all passengers and crew prior to boarding the boat.
- Cleaning commonly touched surfaces such as handrails, countertops, restroom, and doorknobs throughout the trip.
- When safe and possible, the crew will ensure there is at least 6 feet of rail space between each passenger.
- Within the cabin, the rails, counters, and seating areas will be cleaned as frequently as possible.
- When possible, all passengers will be invited to stay outside the cabin as is reasonable and prudent.
- The crew will be encouraging passengers to observe sanitization and social-distancing parameters to the extent reasonably possible.
- The crew will notify the Captain immediately if Covid-19 or other respiratory illness of flu-like symptoms develop. 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
 - Loss of taste

If a crew member or passenger develops symptoms, the Captain will notify the Harbor Department and County Health Office. If directed by County Health officials, the crew will take necessary steps and implement responsive measures as ordered. Such measures may include imposition of physical separation of passengers to the extent possible within the physical confines of the boat, early trip termination for passenger treatment and/or medical intervention, and other individualized intercession as circumstances warrant. This policy will be included in the routine passenger orientation, prior to the trip departure.

In addition, we feel it is necessary to escort passengers to and from the boat to ensure our guest the highest standards in safety. We also feel it is necessary that we do voluntary temperature scans, to detect higher than normal body temperature, this will be done prior to loading and departure.

DISCLAIMER/ASSUMPTION OF THE RISK

I agree that as a passenger/fisherman on the boat operated by Santa Barbara Sportfishing Charters, LLC, I am responsible for my own behavior, safety, and well-being. I accept this condition of participation, and I acknowledge and fully understand the risks associated with boating and fishing activities, which include, but are not limited to the following: damage to or loss of property, physical injury, permanent disability and accidental death.

I further agree to assume all the foregoing risks and accept personal responsibility for damages following such damage to loss of property, physical injury, permanent disability, or death.

I further agree to abide by all specific rules or requests by Santa Barbara Sportfishing Charters, LLC, for my safety of others. I understand that Santa Barbara Sportfishing Charters, LLC, reserves the right exclude my participation if my behavior is deemed detrimental to the safety of others.

In consideration for participating passenger/fisherman, and because I have agreed to assume the risks involved , I hereby agree that I am responsible for any resulting personal injury, damage to, of loss of, which may occur as a result of my participation or arising out of my participation, unless any such personal injury, damage or loss of property is directly due to the negligence of Santa Barbara Sportfishing Charters, LLC.

I acknowledge that I have fully read and fully understand this document. I further that I am accepting these personal risks and conditions of my own free will.

SIGNATURE: _____ DATE: _____ SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____ SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____ SIGNATURE: _____ DATE: _____

If participant is less than 18 years of age, the following section must be completed:

My child/ward is under 18 years of age, and I am herby providing permission for him/her to participate as a passenger/fisherman and agree to be responsible for his or her behavior.

SIGNATURE: _____ DATE: _____ SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____ SIGNATURE: _____ DATE: _____

Santa Barbara Sportfishing Charters

Adult Passenger Acknowledgment and release Covid-19

Santa Barbara Sportfishing Charters and Captain Tony Vultaggio have adopted the following guidelines and conditions of passage for customers utilizing our services in response to Covid-19. Considering 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. ***Please initial each item below.***

_____ 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

_____ 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 Santa Barbara Sportfishing Charters, Loose Cannon and crewmembers 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 always 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 the cabin as much as weather, safety, and physical stamina permit

Print name: _____

- Minimize congregations in the galley through staggered meals and encouraging access only for 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 Santa Barbara Sportfishing Charters, Loose Cannon 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 Santa Barbara Sportfishing Charters, Loose Cannon 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 Santa Barbara Sportfishing Charters and Loose Cannon will not be able to 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 Santa Barbara Sportfishing Charters.

_____ 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: _____

Passenger signature: _____

Print name: _____

PASSENGER ACKNOWLEDGMENT AND RELEASE (COVID-19) Parent or Legal Guardian for Minor

Santa Barbara Sportfishing Charter, Tony Vultaggio, Loose Cannon 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.

Considering 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:

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- Muscle Pain
- Headache
- Sore Throat
- New Loss of taste

_____ 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

_____ [print name]

PASSENGER ACKNOWLEDGMENT AND RELEASE (COVID-19) Parent or Legal Guardian for Minor

- 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, 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 Santa Barbara Sportfishing Charters, Tony Vultaggio, Loose Cannon, 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 Santa Barbara Sportfishing Charters, Tony Vultaggio, Loose Cannon, 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 trip, 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-19. 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)_____

[If applicable] I am the parent or legal guardian and execute this acknowledgment and Release on behalf of _____, a minor child who will be a passenger on this trip.

_____ [print name]