

Jonny Ohio Fishing Adventures Charter Contract and Rules

IMPORTANT!! READ THIS AGREEMENT CAREFULLY AND SIGN AND DATE TO ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS CONTAINED HEREIN.

This agreement, entered between Jonny Ohio LLC, Jonathon Bautz, doing business as Jonny Ohio Fishing Adventures (Hereafter referred to as JOFA) sets out all aspects of the agreement between the parties and reflects the final agreement concerning the services to be performed as well as the respective rights and duties of the parties. There are no implied terms to this agreement, other than those expressly set forth herein.

FISHING AND HARVESTING

The client is receiving a "fair chase" fishing trip. As such, this contract or any statements herein do not guarantee or promise the below undersigned client the catching or legal harvest of any fish. JOFA will make every attempt possible, following all laws and regulations, for the client to successfully catch the target species and to legally harvest any fish other than those excluded from this agreement. Failure to catch the target species or to legally harvest any fish will not result in any refund.

JOFA practices catch and release trophy catfish angling and no client will harvest, nor should they expect to harvest any trophy Flathead Catfish, Blue Catfish, or Channel Catfish. The legal harvest of any other species, whether as bycatch or as targeted, will be acceptable but JOFA strongly discourages the harvest of any trophy size fish of any species. In the event of the death or severe injury of any trophy fish while being caught, it may, at JOFAs discretion, be harvested.

The standard for trophy status shall be that set forth by the State Of Ohio Department of Natural Resources in its Fish Ohio recognition program.

Harvest will be limited by JOFA's standards for conservation based upon the waters being fished, the species, and other factors which may not be known or apparent to the client. Some of these factors may include water pollution, consumption advisories, and local fish population. By signing this agreement the client agrees to abide by the harvest decisions made at the time of the trip by JOFA.

JOFA offers, where legal and practical, the following methods for angling. Rod and reel, limb line, handline, and jugline fishing.

JOFA will clean fish for its clients when harvesting once the trip is complete if a legal cleaning station is available. In accordance with Ohio State laws, the skin will be left attached to fillets for the purpose of identification by wildlife officers.

SAFETY

JOFA is responsible first and foremost for the safety of its clients and to that end the guide, Jonathon Bautz, is certified in First Aid and CPR, will carry a communication device in addition to a cell phone unless operating within a Satellite SOS emergency communications district, have on hand a first aid kit and fire extinguisher, provide personal flotation devices and instruct clients when and how to use them, and observe all legal boating requirements and in general do everything within his power to ensure the safety of his clients which will sometimes include giving them instructions.

The client is responsible first and foremost for their own safety and the safety of the other participants, their guide, and any third party while participating in the services offered by JOFA. To this end they agree to observe the instructions of their guide, submit to receiving treatment and assist in any and all first aid emergency treatment, communicate with and assist in communications with emergency services when necessary, and to wear their personal flotation device as and when instructed.

GEAR

JOFA will provide all fishing gear, tackle and bait which includes but is not limited to rods and reels, handlines, limb lines, jug lines, a fish cooler, live and/or dead bait and means to catch bait as well as specialized gear.

JOFA will provide ice, cooler(s), and a limited supply of bottled water.

JOFA will provide a means for hand cleaning.

JOFA will provide a thermacell for mosquitoes and will have, on hand, mosquito repellent which may be used by the client.

JOFA will provide a water proof container for the storage of cell phones and wallets.

JOFA will provide tents, sleeping pads, sleeping bags, camp stools, cooking gear, paper plates, utensils, and vacuum sealed meat from a butcher shop or grocery store as well as buns in an unopened package while camping. Depending on the number of clients on a camping trip and the vessel used, JOFA will provide firewood for a small fire. Please note that tents are swept clean and sleeping pads are disinfected between trips and sleeping bags are laundered between trips.

The client is responsible for providing their own snacks, drinks, and personal items. A list of recommended items is available on JOFA's website at jonnyohio.com. The items carried aboard JOFA's boats, per client, must fit within a single bag no larger than a standard backpack or small duffel.

LEGAL OPERATION

JOFA is a legally operating inland water guide service in the state of Ohio and as such complies with all state, federal, and local laws while providing services to its clients.

The client agrees that they will abide by all state, federal, and local laws while participating in activities and services provided by JOFA including having on their person a valid Ohio Fishing license and state issued ID.

Client agrees that they will not be in possession of any illegal drugs, firearms, or any other illicit substance, material, or object not here named.

INCLEMENT WEATHER

For the purpose of this agreement, rain and cold weather above freezing temperatures are not considered inclement weather. Weather that poses a threat to the safety and welfare of JOFA and its clients such as, but not limited to the following will be considered inclement weather: High winds of sustained force above 20 mph, lightning or thunder storms, hail, cold below freezing, heat above 95 degrees, tornados, cyclones, or any other hazardous weather phenomena.

CONDUCT

Your trip is operated under the authority of your guide and can, at any time, be cancelled at JOFAs discretion at which point the client will be returned to the meeting place and dropped off with no refund issued.

Reasons for termination of guide trip include, but are not limited to the following:

Repeated unsafe conduct including failure to observe instructions, abusive or combative behavior and language directed at any person or persons including other trip participants, your guide, or any third parties, the possession or use of any illegal or illicit drugs, intoxication, failure to observe all federal, state, and local laws, littering of any kind, disregard for the welfare of any fish caught, or any other unacceptable conduct observed by your guide.

PAYMENT, TERMS, AND CANCELLATIONS

A 50% trip deposit will be required at the time of booking confirmation. A digital payment request will be sent to the client at the time of confirmation. At JOFA's discretion the deposit may be mailed in the form of a check, or, if the client is a known customer in good standing the deposit requirement may be waived.

Payment will be collected in full, before the commencement of the trip on the day of service.

In the case of inclement weather, resulting in the cancellation of the trip before it starts the client will be refunded their deposit or given a new date. This is at the client's discretion.

In the case of inclement weather, resulting in the cancellation of a trip under way, the client will be given a pro-rated refund.

The client may cancel 48 hours out from their scheduled trip and be entitled to a full refund of their deposit or a rescheduling of the trip. If the client cancels within 48 hours of their trip refunds will be given at the discretion of JOFA and may not be issued.

Any trip cancellation due to the poor conduct of the client or arising from any emergency situation will not be refunded.

Any trip may, at any time, once under way, be cancelled at the client's request but they will not be refunded.

STATEMENT REGARDING AUTHORIZATION OF PARTICIPATION OF MINORS

It is not the duty or the responsibility of Jonny Ohio Fishing Adventures to establish the validity of any claims of parentage or legal guardianship status when the undersigned client is signing this document on behalf of any minor participating in any of the listed activities.

The undersigned, by signing this document, acknowledges that they will be held responsible for any and all claims and legal consequences arising from fraudulently representing themselves as able to authorize the participation of any minors listed on this document and agree to hold themselves liable to any damages listed, or not listed, within this document for which they signed.

Parents/guardians of minors participating in activities and services provided by JOFA understand, acknowledge, and agree that they will be responsible for the behavior, safety, and general welfare of their dependent minors. The same conduct as expected by any responsible, signing adults will apply to their accompanying minor.

DAMAGE AND LOSS OF EQUIPMENT

The client agrees that in the event they shall damage or lose any of the equipment belonging to JOFA they will be held responsible for paying its replacement cost. JOFA will provide them with a cost for replacement, and upon receipt of replacement cost, provide for their client a receipt acknowledging such payment.

ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT TO TERMS

I agree and acknowledge that I have read and fully understand the contents of this entire document, understand that it affects my legal rights, and agree to be bound by its terms.

I, the undersigned client, understand all its terms, and that it shall be effective and binding upon myself, my respective heirs, successors, and assigns.

I execute it voluntarily with full knowledge of its significance and by affixing my signature to this document enter immediately into this legally binding contract.

SIGNATURES (Must be signed by all participants)

Printed Name Date

Signature

Printed Name Date

Signature

Printed Name Date

Signature

Name of Minor

Relation to minor

Name of Minor

Relation to minor

Name of Minor

Relation to minor

Date Of Guide Trip (Required)