

Out to Sea Adventures

Address and Contact Information

Out to Sea Adventures is an assumed name/DBA of Great Sage, Inc. a Texas corporation.

Website: www.outtoseadventures.com

Email: info@outtoseadventures.com

Phone: (361) 288-2723

Our mailing address is: Great Sage, Inc., DBA Out to Sea Adventures
719 S. Shoreline Blvd. Suite 101
Corpus Christi, TX 78401

During the season we get very busy and cannot check email or answer all phone calls as quickly as we would like. Please make your plans in advance so we are able to help you have the best possible trip.

Please make sure that you are at the boat on time as the captain is unable to wait for late arrivals since leaving late causes late returns and a greater concern for safety. You may not be able to contact us the morning of your trip to get last minute directions. Please make sure you know where you are going and that you can arrive on time.

For directions to the boat please see: [OTS Directions and Map to ORION](#)

Directions to ORION:

Our boat the ORION is berthed in the sixth slip on the Boatmen's dock on JC Barr Blvd. Port Aransas, Texas. The Boatmen's dock is in the Port Aransas Municipal Marina. The Boatmen's dock is the first dock in the Port Aransas Municipal Marina and has the famous (infamous?) babe on the marlin at the entry. Unless we specify otherwise we pick up our charters there.

Here is a link to a fully interactive Google map. The arrow points at our dock. You may print driving directions from the Google map but please check them and beware of the ferry...

[Click Here for Google Map to ORION](#) (you may need to hold down your "Ctrl" button under the shift key while you click the link with your left mouse button)

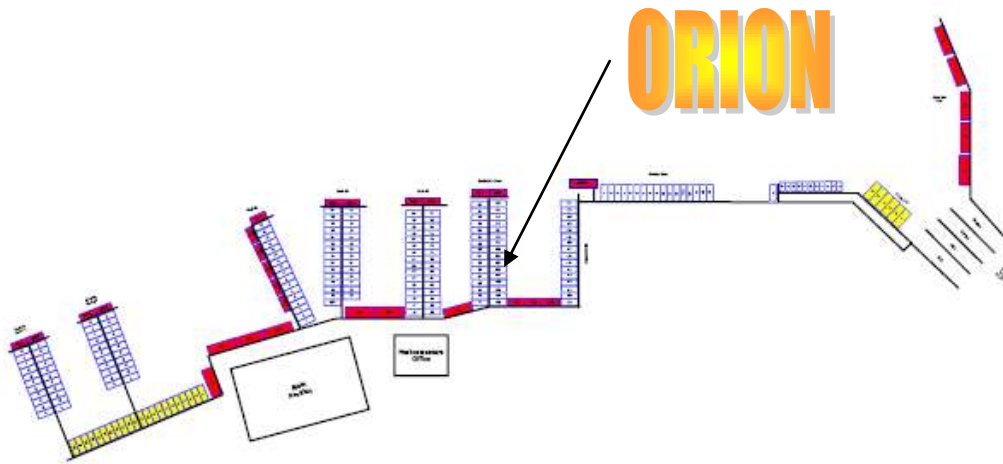
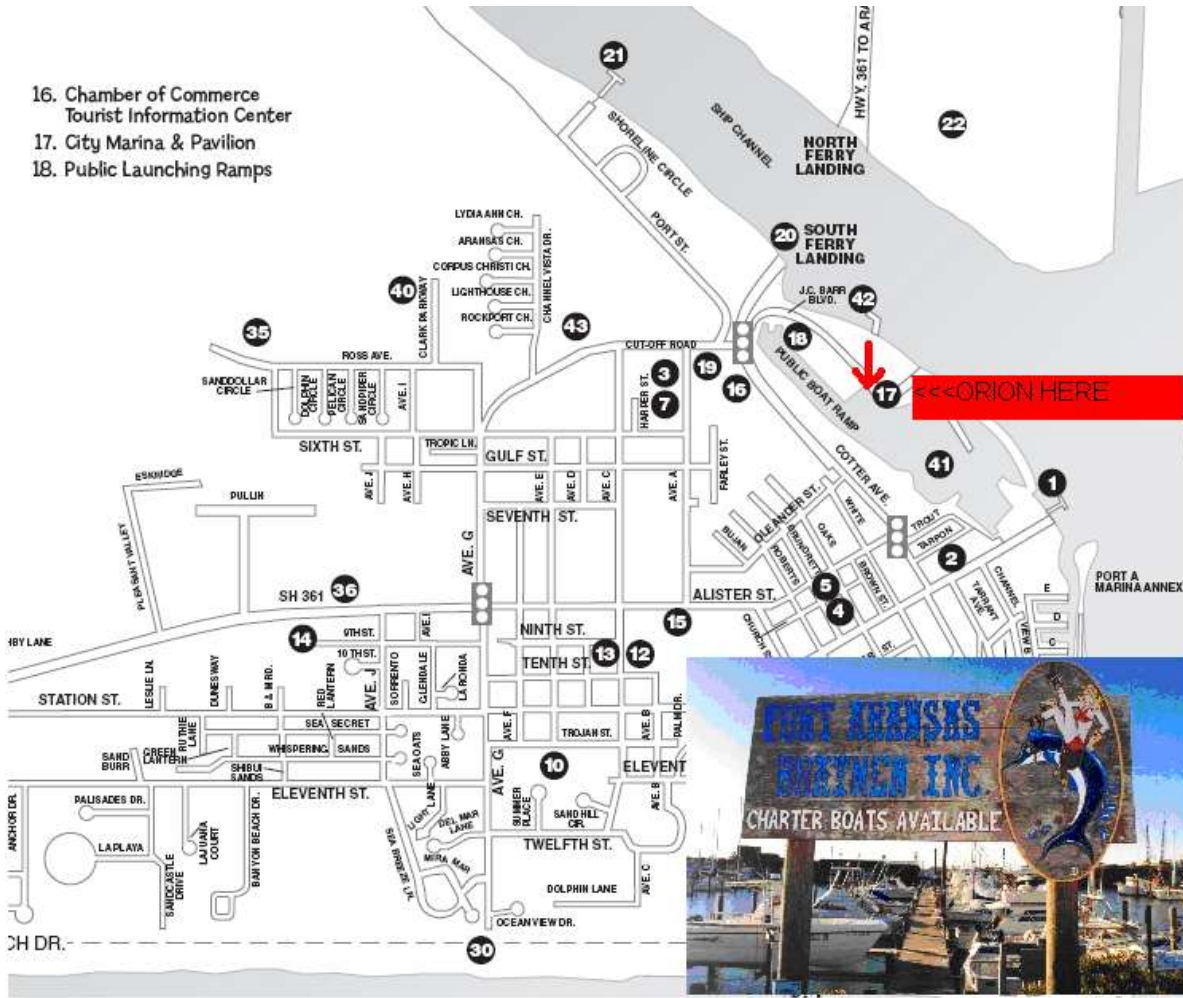
Or paste this link in your browser:

<http://maps.google.com/maps?f=q&hl=en&q=JC+Barr+Blvd,+Port+Aransas,+TX+78373&ie=UTF8&t=h&om=1&ll=27.842781,-97.070485&spn=0.017721,0.042744>

Attached here: <http://www.portaransas.org/download/PA-Map2005web.pdf> is a link to the Port Aransas Chamber of Commerce Map and More brochure. Please print it out and take it with you for directions. On the guide #17 is the marina and indicates right where our dock is. We have a fantastic Chamber of Commerce here and the brochure is a great guide for you to have on your trip.

The attached map page shows a portion of the Port Aransas map. Number 17 is the marina. It says "ORION HERE" and has an arrow pointing to our boat dock. The diagram is of the launch ramps and boat docks and shows our individual dock. Inset in the map is the sign at the entry to our dock.

- 16. Chamber of Commerce
Tourist Information Center
- 17. City Marina & Pavilion
- 18. Public Launching Ramps



About ORION:

ORION is a 38' (overall length) fiberglass fly-bridge sport boat with twin turbo diesel engines and a generator that provides power for our air conditioning. ORION has a large air conditioned salon and cabin with berths as well as a bathroom and shower. ORION's hull is bright red and topsides are white. "ORION" is painted on the fish box on the stern of the boat and on the bow flare. Here is a picture:



Out To Sea Adventures

General Passenger Policies and Understandings

Out to Sea Adventures and the Crew would like to express our commitment to conducting our business in a professional manner. If ever you have an idea, suggestion, or concern we are open to listening.

The following is a statement of understanding outlining our current operating policies. This set of policies will define our relationship with you. These policies are subject to refinement at any time as we continue to find better ways to conduct our business.

1. Who we are. We are Out to Sea Adventures. Out to Sea Adventures (referred to as "we, us, our") is an assumed name (D.B.A.) of Great Sage, Inc. a Texas Corporation. We operate boat tours from Port Aransas, TX.
2. Cancellation by Passenger. A passenger may cancel their trip at any time before departing for any reason, however, since trip fees are fully earned at time of booking no refunds are given for cancellation by the passenger.
3. Cancellation by us. We may cancel a trip due to weather, insufficient booking, mechanical breakdown, or by decision of the captain. If the captain feels there is a high probability of sustained wind waves causing unsafe seas or other unsafe conditions we may cancel dive trips. The captain's decision to not cancel a trip is not a guarantee of safe conditions. In many cases if we cancel a trip that has not left the dock then we issue a full refund. No commissions, fees, etc. are paid on trips cancelled by us before leaving the dock. In most cases if a trip in process is cancelled due to mechanical breakdown then a prorated refund will be given considering the amount of time away from the dock. Decision is by Michael Miglini of Out to Sea Adventures. If a trip in process is canceled due to weather, injury, discipline problems, or decision by the captain to abort the trip for reason not directly controlled by us, then no refund is given. We do not guarantee that a person can achieve any certain goal including making all planned dives.
4. What is included in a trip. On recreational dive trips we provide the boat, fuel, and captain. A divemaster can be provided for by you or we can provide you with a list of approved divemasters. All divemasters must meet our approval and be arranged for in advance. On fishing trips we provide the boat, fuel, captain, a deck hand, tackle, and ice for the fish during the trip.
5. Fishing Policies. We abide by all fish and game laws at all times. After your safety having fun is a top priority. If you have any specific goals please advise us in advance and we will discuss them.
6. Diving (swimming, snorkeling, etc.) policies. We are a charter boat. We do not provide training or supervision in or out of the water. We only provide the vessel charter. A divemaster provided by your group, whether introduced by us and made a part of our crew or brought by your group and made a part of our crew may aid in your enjoyment and safety. Ultimately you are responsible for your own safety and supervision when engaged in any activity with us including but not limited to: fishing, diving, preparing to dive and returning from activities.
7. Rules. Our rules are for our convenience and are not intended to be an offer to provide you training or supervision. If your group charters the boat then we can use other safe rules according to your group's desires if approved by us.
8. Waiver. All persons must complete and agree to our waiver and our policies to go on our trips. Note that by agreeing to our waiver you release us and related parties from the consequences of our own negligence and that you are not allowed aboard our vessel without first agreeing to our waiver.
9. Physical Condition. All passengers must be physically capable of the often strenuous activity involved in offshore sports and travel. We ask guests to dive to their skill level as evidenced by their certification card. All divers are required to have proof of certification from a nationally recognized training organization. We can't control how deep someone goes or how long he or she stays once they enter the water.
10. Minors. Minors must be accompanied by an adult who is responsible for their supervision.
11. Diving Rules: All divers must use the buddy system and stay with their buddy in the confines of and area defined as: "not further than 25 feet from the dive flag, down-line, boat, or rig on rig dives; not further than 100' horizontally from the dive flag or down line on any other dive". The maximum allowed dive time is defined as the time from the moment the divers enters the water to the time the diver is standing on the deck after the dive and is 60 minutes.

Exceptions must be approved in writing from the captain before the dive. An example is telling the captain your plan, the captain approving your time from the boat and initialing your dive planner. All divers must carry a device capable of making a loud audible noise without the use of tank air pressure, a dive light or rescue strobe, and an inflatable marker buoy at least four feet long. If we see a person engaging in dangerous behavior in any discipline on or from the boat the captain has the right to restrict that person's activities. Some examples of dangerous behavior are: returning to the boat with less than 500 p.s.i. breathing gas, diving deeper than they can show they are trained to dive, showing signs of a lack of proficiency, consumption of alcohol, extended (if not previously approved) decompression stops, or other reasonable, as defined by the captain, cause.

12. Spearfishing. Spearfishing is permitted if not on a non-spearfishing trip. Spearos are responsible for bringing their own ice and may use the fish locker. If you are opposed to spearfishing and/or do not want to be in the water with spearfishing divers then be certain that you are booked on a trip that is designated by the trip leader as non-spearfishing. One way of doing this is to book the entire boat with like-minded people. The boat is a spearfishing boat but trip leaders may designate a trip as non-spearfishing. Any arrangements must be made in advance through your trip leader and must be cleared in advance with Michael Miglini. There are no refunds for your failure to read this policy, accept this policy, plan in advance, or for miscommunications. Some common sense rules apply to spearfishing: 1. No speargun may ever be pointed at another person. 2. No loaded speargun is allowed on the boat. 3. If a spearo is in the water with another non-hunting diver then the spearo must stay a non-threatening distance from the others. 4 All shafts must be tethered. No free-shafting! 5. If predators show up all fish are to be discarded immediately into the current and all hunting ceases on that dive location for the day. 6. Dive safely first, hunt second. 7. No bangsticks, powerheads, etc. without written permission from the captain or within the 20 fathom curve. 8. All federal and state game laws apply and will be strictly enforced. 9. Sportsperson-like conduct is strictly enforced at all times.

Boat Travel and Activities Voluntary Release and Assumption of Risk

It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement then discuss it with your attorney before proceeding. If you are a minor then this form must also be signed by a parent or guardian.

I, _____, hereby affirm that I thoroughly understand the hazards of any activity in which I may engage including activities conducted during boat travel (hereinafter collectively referred to as "Excursion") which may result in serious injury or death. I understand that these hazards include, but are not limited to, drowning, air expansion injuries, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water including the one I have been traveling on, injuries occurring while getting on or off a boat, injuries occurring while on or using facilities leading to or after my Excursion (including, but not limited to, docks, parking areas, or vehicles), being hooked, impaled, struck, or cut by all types of fishing equipment, as well as all other activity related hazards, becoming seasick or exhausted, and perils of the sea. I am aware that I will be engaging in activities in areas remote from competent medical assistance. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in boat travel and activities conducted on the Excursion whether conducted recreationally or for other cause.

I understand and agree that neither Great Sage, Inc., Out to Sea Adventures, the captain/s, crew, divemaster/s, owner of the vessel, Orion- the vessel, any dive certification agency, nor subsidiary corporations, the owners officers, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this Excursion or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I acknowledge that any equipment provided me is in good working condition and that I have examined the equipment to ensure that it is free from defects including checking the quantity and quality of any gas in any scuba tanks rented, provided, or used. I agree to reimburse the owner for the loss or breakage of any equipment at the current retail replacement value and to also pay for damages incurred while transporting the equipment.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian. I understand that the terms contained herein are contractual and not a mere recital and that I have signed this agreement if my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that the provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury. I further represent that I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Release parties.

I, _____, BY THIS INSTRUMENT, DO HEREBY EXEMPT, RELEASE, INDEMNIFY, AND PROMISE TO DEFEND ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date

Signature of Parent or Guardian (where applicable)

Date **->OVER->**

Out to Sea Adventures

Frequently Answered Questions

Charter Boat or Dive Operation:

Although we primarily run divers and run most of the divers and dive trips leaving from Port Aransas, we are a charter boat and not a dive operation or a dive instruction center. We provide the boat, captain, and our crew. We only allow certified divers and we do not provide training or supervision either in or out of the water. We generally have a Divemaster or deckhand on the boat to dive with passengers and help out but this person is not there to provide for the instruction or supervision of divers in the water or otherwise.

Reservation:

In order to reserve space on our boat go to our website: www.outtoseaadventures.com and click on the day you want to book. If it is marked as "Call for availability" then email us at: info@outtoseaadventures.com and we can unlock it for you to book. Space is available on a first-come first-served basis and we do not hold spaces until they are paid for in full. If you are booking a trip which is scheduled for more than one week in advance then please email us or call our office so we can have you send a check to hold your spot since we can only hold a credit card authorization for a short time.

Cancellation:

On our recreational dive trips our general policy is if we cancel the trip due to weather then we give a full refund. There are no refunds for passenger cancellations or no-shows.

Standard SCUBA Trip:

Our regular SCUBA trip is a three dive trip to the offshore oil rigs. It lasts about 10-11 hours as we go 20-30 nautical miles offshore to dive. The water depths are between 100 and 190 feet. The rigs are vertical reefs so there is no reason to need to go to the bottom to have plenty to see.

Departure Time:

Our regular departure time for dive trips is 7:00 a.m. On exclusive charters or conventional fishing charters the departure time is determined when the trip is booked. Be at the boat 20-30 minutes before departure to load.

Fishing Licenses:

As of September 1st 2007 any person, whether in state or federal waters, engaging in any kind of fishing must have on their person a Texas state fishing license with a saltwater fishing stamp. If you do not have one you will not be allowed to fish. This includes spearfishing. To purchase fishing licenses go here: <http://www.tpwd.state.tx.us/publications/annual/general/information/>

Food and Drink:

Please bring your food and drinks for the day. Remember that you will be outdoors doing strenuous exercise and to bring plenty to drink. Reasonably sized coolers are fine. We have plenty of room.

What We Provide:

We provide the boat, fuel, captain. An independent dive master / dive con may be onboard from your shop or from our crew. On conventional tackle fishing trips we provide tackle, bait, and ice for the fish while aboard ORION. On dive trips we do not provide any bait, tackle or ice – see spearfishing policies.

Our Waiver/Release:

We require all passengers to accept our waiver before boarding. If you have any special requirements please bring them up before booking. Our waiver is attached. Please fill it out and bring it with you. We will have them on the boat as well.

Fish Cleaning:

We can drop your fish off to be cleaned at the Fisherman's Wharf or Woody's on the way back to the dock. They will clean, bag, and refrigerate-freeze, and store your fish until you are ready to go home. The fee varies but is around 50 cents a pound. It is our standard procedure to stop there on the return trip.

SCUBA Equipment Rental:

We do not provide any SCUBA equipment, weights, rental, etc. The only exception is if you rent tanks from us (see SCUBA Tanks).

SCUBA Tanks:

Since a large portion of our customers have their own tanks we do not include this in the cost of the dive trip. We can however provide you tanks delivered to the dock for \$15 each. Tanks must be reserved and paid for in advance when you book your trip. You must carry your tanks to and from the boat since it is difficult for the crew to carry all of the tanks. We only have air and cannot provide nitrox.

Weather:

We will generally make a weather call by noon the day before the trip. If we can determine the weather earlier then we will do so. We cannot predict the weather any better than the weather service but we try to interpret the forecast as regards our operation and make the best judgment we can. Please do not call us before noon the day prior to your trip inquiring about the weather. If the trip is cancelled due to weather then if you provided your phone number when you booked we will call you and tell you.

To see the marine weather forecast and currents please use the links below:

<http://www.srh.noaa.gov/crp/marine/>

<http://tabs.gerg.tamu.edu/Tglo/>

Rough Seas:

We fish and dive in the Gulf of Mexico from Port Aransas. There are swells and there are wind waves. Swells are the longer, rolling waves and wind waves are the sharp, choppy waves. Swells are not as much of a factor in most people's comfort offshore but wind waves can make the ride very bumpy. The average wind wave height during the summer is from 2-4 feet and larger in the winter. If the captain feels there are going to be sustained wind driven waves in excess of four feet for most of the day or very unsafe conditions then he may cancel the trip. Our not cancelling the trip is not a guarantee of calm seas or grounds for refund but you may choose to not go on any trip before we leave the dock. Once we leave the dock we rarely if ever return before the scheduled trip is completed.

Sea Sickness:

The best cure for sea sickness is having fun, relaxing, and spending time at sea. Once you spend some time offshore you will realize that there is less to worry about than you might have imagined and a lot more fun to be had. There are some medications that can be obtained both over the counter and through your doctor. Please remember that certain behaviors will invariably cause sensitivity to motion. These are: consumption of alcohol in the 24 hours before or during the trip, greasy or acidic foods, not getting a full night's sleep, and/or poor physical condition. Results vary from person to person but we use the less drowsiness formula of Dramamine taken once the night before and once when we wake up. The regular formula of Dramamine and Bomine also have shown good results but may make you drowsy. This is only our experience so please consult your doctor for any medical advice.

Fishing Regulations:

Spearfishing is generally done in federal waters and we generally follow the more restrictive of state or federal regulations. Please be familiar with the regulations. Links are provided below.

[Link to State Fishing Regulations](#)

[Link to Federal Fishing Regulations \(click "Regulations" on Gulf Council website\)](#)