

MARGARITA TOURS, INC.

We Are Professional Amazon Jungle Outfitters

BOOKING PROCEDURES AND CONDITIONS (2009)

RESERVATION AND PAYMENT SCHEDULE

For regular expeditions, a \$400.00 per person deposit along with the completed Reservation Certificate is required. Reservations made within 45 days of departure require full payment with the Reservation Certificate. For charters or educational groups, deposits and payment are negotiated, but all participants must still sign the attached waiver and the responsibilities and conditions noted below still apply. Final Payment: Final payment for expeditions is due 45 days prior to departure and may be made with personal check, bank-to-bank transfer, Pay-Pal, or cashier's check. We regret that we do not accept credit card payment.

RATES:

Rates are accurate and available at the time of publication. Any changes in costs are made only to reflect similar changes in cost of LAND SERVICES or CURRENCY EXCHANGE RATES. Expedition rates do not include domestic or international airfares. If the group falls below the minimum passenger requirement, the expedition is subject to re-pricing, or cancellation. All rates are per person, based on double occupancy. A single supplement may apply if requested.

Airline baggage regulations are subject to periodic change, and different airlines may have different baggage limits. It is the responsibility of passengers to check with their airline regarding baggage restrictions and limits. *Margarita Tours, Inc. is not responsible for additional expenses that may be incurred by passengers who exceed weight limits or numbers of allowed pieces of luggage.*

CANCELLATION:

Cancellations must be made in writing and are effective upon receipt in our office. Cancellations received up to 45 days prior to departure are refunded all monies. Thereafter, refunds are limited to the amount recoverable from boat, land or other operators. In the event that an expedition is canceled due to circumstances beyond our control, and you are unable to schedule for another time, all monies are refunded with the exception of your personal expenses in preparation for the expedition.

RESPONSIBILITIES AND CONDITIONS:

Margarita Tours, Inc., its affiliates, and all cooperating airlines and agencies act only in the capacity of agents in matters of transportation and tour operation, and their liability is limited to the terms of the airline tickets and land accommodation contracts. They are not liable for any delays, inconveniences, accidents, expense or mishap of any kind whatsoever resulting entirely, or in part from negligence of others or from causes beyond their control. They can accept no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war, quarantine, or other causes. All such losses or expenses will have to borne by the passenger as tour rates provide for arrangements only for the time stated. The right is reserved to substitute accommodations or modes of transportation and to make any changes in the itinerary when deemed necessary or to respond to changes in air schedules. On expeditions of this type it is not possible to accommodate persons with severe health problems or physical disabilities that involve walking or other activities. It is the passenger's responsibility to judge the appropriateness of these activities to their physical capabilities. Margarita Tours, Inc., and its affiliates take no responsibility for special arrangements or problems incurred by passengers physically unable to participate in planned activities. No refund can be made for absence from the tour unless arrangements are made at the time of booking. The right is reserved to decline to accept or to retain any person as a tour member for any reason that affects the operation of the tour, or the rights, safety, or enjoyment of other tour members.

TRAVEL INSURANCE:

Margarita Tours does not offer travel insurance but we **strongly recommend** that tour participants purchase such insurance. Travel insurance protects you in the event of lost, stolen, or damaged luggage, flight or trip cancellations, or events or circumstances that may prevent you from participating in an expedition.

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Phone (786) 232-2674 (Eastern Standard Time) / (619) 562-2422 (Pacific Standard Time)

Email: info@amazon-ecotours.com or mionectes@aol.com

RESERVATION CERTIFICATE (PLEASE PRINT LEGIBLY)

Please fill out, attach your payment, and return to us as soon as possible to reserve space on your expedition. This information is not shared with other parties, is kept strictly confidential, and is shredded upon disposal.

TRIP: _____ EXPEDITION DATES: _____
NAME(S): MR. ___ MRS. ___ MS. ___ _____
STREET ADDRESS: _____
CITY, STATE (PROVINCE): _____
COUNTRY, ZIP: _____
PHONE (DAY/WORK) (___) _____ (NIGHT/HOME) (___) _____ (CELL) (___) _____
E-MAIL: _____ FAX: (___) _____
PASSPORT NUMBER AND EXPIRATION DATE: _____
NATIONALITY & DATE OF BIRTH _____
EMERGENCY CONTACT (Name, phone, email) _____

Please enclose US \$400.00 per person deposit to reserve space(s) on the designated departure date.

ACCOMMODATIONS/FOOD/MEDICAL CONDITIONS:

I am travelling alone: Yes ___ No ___

I would like to share accommodations with (name) _____

I desire single hotel accommodations (additional charges may be applicable): Yes ___ No ___

I request vegetarian meals: Yes ___ No ___ Note: Non-meat items are served with all meals

I have the following medical condition / dietary restriction that you should be aware of: _____

I acknowledge that I have received, read, and accepted the conditions of the General Conditions Section, especially the Cancellation Clause and the Responsibilities and Conditions paragraph, and would like to make reservations for the person(s) listed above in accordance with the enclosed deposit. (Note: each participant must read, sign, and return this form as well as the following release form).

DATE: _____ SIGNATURE: _____

IMPORTANT NOTE: For persons coming from outside of the USA or Canada, please send your deposit by Pay-Pal, bank-bank transfer or in the form of a certified Bank of America Check, American Express Travelers Check, or similar. We cannot accept personal checks from banks outside of the US/Canada due to long processing times and additional fees. **To make electronic transfer to the Margarita Tours escrow account, please contact us for details.**

Please assist us by checking the appropriate item(s) below:

I found out about Margarita Tours and/or this trip through:

- | | |
|--|---|
| <input type="checkbox"/> Personal recommendation | <input type="checkbox"/> Magazine or newspaper article |
| <input type="checkbox"/> Internet / website | <input type="checkbox"/> Hobbyist or trade show presentation/talk |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> I am a repeat client |

SPECIAL CONDITIONS, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE (2009)

Special conditions applying to all persons participating in Margarita Tours, Inc. expeditions to the Peruvian Amazon and/or other destinations, whether aboard river boats, skiffs or other river transportation, aboard motorized ground transportation, or at ground accommodations located within the Republic of Peru, South America.

CAREFULLY READ THE FOLLOWING STATEMENT BEFORE SIGNING THE RELEASE BELOW:

I understand that participants on expeditions to the Peruvian Amazon, Peruvian Highlands, or other destinations assume any risk of personal loss, discomfort, injury or death. I understand that during expeditions to remote and undeveloped areas that emergency medical care may not be immediately available, and that handicap facilities and amenities may be limited or completely lacking, and that it may not be possible to accommodate persons with severe health problems or physical disabilities. It is each passenger's responsibility to judge the appropriateness of participating in any physical activities. I accept that **Margarita Tours, Inc., its owners, employees, and affiliates (collectively referred to as "RELEASEES")** take no responsibility for special arrangements or problems incurred by passengers physically unable to participate in planned activities. During Margarita Tours, Inc., expeditions, I understand that I may be exposed to the elements while traveling by skiff, canoe/kayak, or riverboat, or while traveling on foot on jungle or highland trails which may be unimproved, bridgeless, slippery or rocky, etc. I assume responsibility for any risk of loss, injury or death while engaged in such activities. I recognize that I will not be coerced into participating in any activities with which I do not feel comfortable (including, but not limited to swimming, fishing, hiking, canoeing, traveling by skiff, visiting native villages, etc.). Engaging in any such activity will indicate my voluntary participation.

As a participant in any Margarita Tours, Inc. organized or sponsored expeditions, I understand and accept that the RELEASEES act only in the capacity of agents in all matters of transportation and tour operation, and their liability is limited to the terms of the airline tickets and land accommodation contracts. They are not liable for delays, inconveniences, accidents, expense or mishap of any kind whatsoever resulting, entirely or in part, from negligence of others or from causes beyond their control. They can accept no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war, quarantine, natural disaster or other causes. All such losses or expenses will be borne by the passenger as tour rates provide for arrangements only for the time stated. The right is reserved to substitute accommodations or modes of transportation and to make any changes in the itinerary where deemed necessary or as caused by changes in air schedules.

Knowing the dangers, hazards and risks of travel in the Peruvian Amazon, the Peruvian Highlands, or other destinations, and on behalf of myself, my family, heirs and personal representatives, I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in expeditions operated or organized by Margarita Tours, Inc. In advance, I release, waive, forever discharge, and covenant not to sue RELEASEES from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage or injury, including, but not limited to suffering and death, that may be sustained to me or any property belonging to me, whether caused by the negligence or carelessness of the RELEASEES, or otherwise, prior, during or after any expedition to the Peruvian Amazon, the Peruvian Highlands, or other destinations.

I understand and agree that RELEASEES may not have, and are under no obligation to have medical personnel available at the location of any expedition activities. I understand and agree that RELEASEES are granted permission to authorize emergency medical treatment at my cost, if necessary, and that such action by RELEASEES shall be subject to the terms of this agreement. I understand and agree that RELEASEES assume no responsibility for any injury or damage that might arise out of, or in connection with such authorized emergency medical treatment. It is my expressed intent that this agreement shall bind members of my family and spouse, if I am alive, and my estate, family, heirs, personal representatives, or assigns, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue RELEASEES. I further agree to save and hold harmless, indemnify, and defend releases from any claim by me or my family, arising out of my participation in this activity.

By participation on a Margarita Tours expedition, I accept my obligation to abide by the environmental and other laws of the country or countries being visited, the environmental laws of my own country, and international conventions designed to protect the environment, flora and fauna. This includes, but is not limited to, refraining from purchasing items made in whole or in part from protected fauna, and refraining from transporting non-permitted animals, plants or parts thereof across international boundaries. I understand that I alone am responsible for knowing and abiding by the relevant laws and regulations. Failure to abide by these laws could result in prosecution by national or international authorities and agencies, and the RELEASEES are not responsible for resulting legal fees or damages.

In signing this release, I acknowledge and represent that I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

PRINT NAME OF PARTICIPANT: _____

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF PARENT(S)/GUARDIANS(S) IF PARTICIPANT IS UNDER 18

DATE