

Hooked on Adventures, LLC

"Specializing in Exotic Fishing and Eco-Tour Adventures"



NOTE

TRIP DATES: _____ June 1 – June 11, 2015____

Due to larger than anticipated interest in this Study Abroad Trip, and our fixed capacity, please return this form and the associated payment(s) as soon as possible to guarantee your spot on this Eco-Tour.

Full Name (AS IT APPE	ARS ON YOUR PA	ASSPORT):	
Address:			City:
State:	Zip:	Home Phone :())
Work Phone: ()	Mobile F	Phone: ()
Fax: ()		E-mail:	
PERSONAL DATA:			
Date of Birth:		Occupation:_	:
			Expiration Date:
			he day you return to the United States**
Do you have a Brazilia	n Tourist Visa? _	YesNo Expiration Date:	
In Case of Emergency,	, what medicatio	ns are you taking?	
List Any/All Allergies:			Bee Sting Allergies?
Do you have any spec	ial dietary require	ements?	
IN CASE OF EMERGEN	ICY, NOTIFY:		Relationship:
Address:			Phone:
ΔΙΑ ΤΡΑΝΟΡΟΡΤΑΤΙΟ	N·		

I understand and agree that I must arrive at the predetermined airport no later than the scheduled arrival time. Failure to be available when the flight leaves the area will result in extra costs for a separate flight to the yacht for which I agree to make full payment. HOA will do its best to coordinate this flight and any other transportation when possible but assumes no financial responsibility. ______(Initials)

ACCOMODATIONS: All Accommodations are double occupancy.

I would like to share a room with (name):_____

PAYMENT: I am enclosing \$	_ per person for (check one):	deposit of \$1,500.00 p/p to reserve space	🔲 OR
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full payment for the above trip (\$4,450.00). I understand that the deposit is due at the time at which I mail this from to Hooked on Adventures, LLC and if I do not enclose a check for the full amount, i.e. deposit only, then the remainder of the balance is due no later than March 1, 2015. I also agree that I will sign both pages of this document and mail them to the above address in an envelope enclosed with a check, or other acceptable form of payment per the discretion of Hooked on Adventures, for the associated payment(s).

RELEASE OF LIABILITY & ASSUMPTION OF RISK

I have read and agree to the conditions, especially noting the policy on cancellation and refunds stated on the reverse side per Hooked on Adventures, LLC's Terms and Conditions policy statement accompanying this application.

1. ACCEPTANCE OF THE CONTRACT:

Upon purchase off the Study Abroad Eco-Tour, Brazil 2015 (which from this point will be referred to as the Tour) the terms and conditions set forth herein become a binding contract between the purchaser and the operator (Hooked on Adventures, LLC which from this point will be referred to as "HOA"). Acceptance of this contract occurs when this document is signed. Purchaser represents by the signing of this document that the completed itinerary that was prepared for the purchaser by HOA has been reviewed and that it meets the purchaser's expectations and requests.

2. Definitions:

The Tour purchased by the purchaser from HOA consists of the "Trip Itinerary" prepared by HOA for pre-paid travel with associated services. The itinerary is the written travel schedule listing scheduled daily activities, and travel services purchased. In the event of a difference between information contained within brochures, websites, magazines and that contained in the official itinerary prepared on HOA stationary, the language of the itinerary shall control. HOA is bound to only the terms and conditions contained in refers to the additional terms and conditions as defined in the Memorandum of Understanding and its appendixes existing between HOA and SCCCD.

a. Confirmation of Travel Arrangements.

Travel arrangements are not confirmed until HOA has received the required deposits and purchaser has received formal "Trip Confirmation Notice" from HOA that such deposits have been received.

b. Yacht Accommodations.

It is anticipated that the hotel, houseboat, yacht, and/or lodge accommodations shown in the brochures, websites, and other trip literature, will be utilized; however, comparably classified accommodations may be substituted at the time the specific itinerary is prepared. Accommodation classification standards used at the location involved do not necessarily refer to standards used at any other location.

c. Transfers.

Transfer refers to the transportation from one location to another, generally between airport and hotel and/or between yacht and itinerary item, and unless otherwise stated on itinerary refers to a seat in a bus, can car, plane or other vehicle. Determinations of the appropriateness of vehicle shall be determined by the provider of the service.

3. RESERVATIONS AND PAYMENT:

To reserve a space on any Tour offered by HOA, a non-refundable deposit will be required. This deposit will be \$1,500 per participant on all trips, Early unless specifically stated otherwise. reservations are essential to guarantee your accommodations on the date you wish to travel Reservations made within 120 days of the departure require full payment, and possibly additional charges for expenses incurred due to special mailing, fax charges, etc. Final payment is due 120 days prior to departure. If this final installment is not paid when due, HOA reserves the right to treat the reservation as canceled. Payment is via check, money order, or bank transfer only.

4. PARTICIPATION

Purchased is responsible for selecting a trip appropriate to his or her health, physical abilities and interests. If the purchaser ignores this responsibility then any liability created is not related to HOA but instead is deferred to all/any parameters as defined by the "Travel Agents & Tour Operators Professional Liability Insurance Policy" provided by Websco Insurance Company and the "Gold Schedule of Benefits" provided by Travel Guard.

5. PRICE OF THE PACKAGE:

The Tour package price includes all the pre-paid travel services represented by the official written itinerary provided to the purchaser.

a. All prices are accurate and available at the time of publication.

b. Until full payment is received from purchaser, prices are subject to change, due to fluctuations in tariffs, exchange rates and other factors beyond HOA's control. If the group falls below the minimum passenger requirement, the trip is subject to cancellation, or re-pricing and purchaser will be notified in writing.

c. HOA has no obligations to provide purchaser with any information concerning its costs in establishing the price of the tour package.

d. Price does not include charges for passports, visas, inoculations, excess baggage charges, trip cancellation or interruption, or transportation not included in the itinerary, optional tours, items of a personal nature, tips to staff personnel, meals not included on the itinerary, and items not specifically listed as included.

6. CANCELLATION POLICY:

Once a reservation is made and the deposit check received, there will be no refunds of any monies paid toward the Tour. However, if notice is given at least 90 days prior to departure, all monies paid may be applied to the then current retail price for a future trip to the same location. The trip must be taken within 12 months from the date of the cancelled trip.

7. REFUNDS:

No refunds are given for any unused pre-paid services included in the Tour package or any changes made in the itinerary while en-route, including changes in accommodations, excursions, and transportation services.

8. PHOTOS:

HOA reserves the right, and such right is hereby granted to HOA by the acceptance of these terms and conditions, to use any photographic images or video recordings taken by clients or staff on the Tour in any brochure, website or other promotional media on behalf of HOA, any operations it represents, and/or any associated companies.

9. CHANGES IN ITINERARY:

HOA reserves the right to:

a. Make changes or cancellations in services where such changes are made necessary by circumstances beyond HOA's control, including use of different models of transportation, changing travel locations, and substituting similar accommodations for those designated itinerary.

b. Cancel any trip due to inadequate sign-up, which makes the trip economically unfeasible to operate. In such cases, a refund of the payments received by HOA for the trip is not HOA's responsibility but instead that of Travel Guard per the Gold Schedule of Benefits.

10. WARRANTY DISCLAIMER.

No guarantees or warranties, expressed or implied, are made that the tour package will meet all of the traveler's expectations, specifically regarding weather or other conditions.

11. AIRFARE CONSIDERATIONS:

HOA cannot be responsible for any part of the Tour that might be missed because of cancellations, delays due to weather, or mechanical problems of commercial airlines. HOA will make a reasonable effort to assist the Purchaser in transferring to the destination, but Purchaser is responsible for any additional expenses in incurred in making this transfer.

12. RELEASE:

HOA is the operation of certain yachts in Brazil and as such will employ independent contractors to provide services including but not limited to, air flights, yacht and restaurant accommodations, and guide services. Group organizers travelers and tour participants, individually and jointly, release HOA from any and all liability and responsibility, known or unknown, present or future, for any and all loss, injury to person, damage to property, or accident, or which may be the result of any delay or change of itinerary, or irregularity connected with the Tour, which is beyond its control, including but not limited to, acts of God, transportation problems, fire, machinery or equipment malfunction or failure, government actions, wars, terrorist activities, civil disturbance, riots, thefts, sickness, or weather, and which includes all expenses or damages, direct or consequential, claimed or sustained by group organizers, Tour participants, or travelers, and waive HOA based on an claim of negligence by any of the suppliers of services included in the Tour. All baggage shall be carried at participant's own risk. Purchaser is solely responsible for documents for the areas visited. This release is binding upon group, Tour participants, their representatives, heirs and assigns.

13. CHOICE OF LAW AND VENUE:

All questions of law in any action based upon any claim of breach of this agreement shall be determined in accordance with the laws of the Amazonas State in Brazil as existing at the time of such action. Any action brought by either party based on any claim arising under or as a result of this contract or based on the tour package of which it is a part, shall be brought in a court of competent jurisdiction in Manaus, Amazonas, Brazil. By signing this document the Purchaser confirms that they the Purchaser will abide by all local laws and acknowledge that local laws may be different than those that are typically accustomed to in the United States or their country of origin or other residence country. If the purchaser is removed from the Tour for breaking the laws of Brazil or the United States, or for other behavioral reasons, they will be sent back to LAX at their own expense and forfeit any right to a return of payments already tendered to HOA.