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PH. 619.793.5419

CLIENT INFORMATION AND RELEASE OF LIABILITY CONTRACT

Each client (except minor children) must fill out this form and return it to us according to instructions at the bottom. It contains very important information regarding your package, your rights and responsibilities. **This form is required at the time of booking in order to finalize your reservation. Please read carefully and return ASAP!**

PERSONAL INFORMATION

DATE OF TRIP: From: _____ **to** _____ **(month, day and year)**

CLIENT NAME: _____ **(as it appears on your passport)**

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:** _____

HOME PHONE: _____ **CELL PHONE:** _____ **EMAIL:** _____

SEX: M **F** **DATE OF BIRTH:** _____ **CITIZENSHIP** _____

HEIGHT: _____ **WEIGHT:** _____

HOW DID YOU HEAR ABOUT US?

EMERGENCY CONTACT

NAME: _____ **RELATIONSHIP:** _____

HOME PHONE: _____ **CELL PHONE:** _____

DO YOU HAVE ANY PRE-EXISTING CONDITION THAT MAY IMPAIR YOUR ABILITY TO PARTICIPATE FULLY IN THIS TRIP? YES **NO**

If Yes, please specify.

ADDITIONAL TRIP DETAILS

PANGAS (standard package includes 3 per panga). **Check one:**

- I PLAN TO FISH 3 PER PANGA with (names) _____ and _____**
- I PLAN TO FISH 3 PER PANGA but I am traveling with one other person or in a group not divisible by three.** I understand we may end up fishing on different boats in order to make the 3 per panga ratio work for the group as a whole.
- I AM TRAVELING WITH CHILDREN OR CLOSE FRIENDS AND WE PREFER TO SHARE A PANGA EVEN THOUGH THERE ARE MORE THAN 3 OF US.** Names of those I want to share panga with: _____
- I WOULD LIKE TO FISH 2 PER PANGA WITH (name): _____**
(\$40 per person per day surcharge, subject to availability).
- I WOULD LIKE TO FISH SOLO** (\$125 per day surcharge, subject to availability).
- I AM TRAVELING ALONE AND/OR I AM EASY-GOING AND LOVE LIFE!** I will accept your panga assignment.

ROOMS (standard package is double occupancy). **Check one:**

- I WOULD LIKE TO ROOM WITH _____ (double occupancy).**
- I WOULD LIKE TO ROOM WITH _____ AND _____**
(we have some rooms with three double beds for the convenience of clients traveling in groups of three who don't wish to pay the single room surcharge or have one of their party room with a stranger.)
- I WOULD LIKE TO HAVE A SINGLE ROOM.** (\$30 per day surcharge).
- PLEASE ASSIGN ME A ROOM MATE.**

OTHER

- I agree to allow COA to use photos of me fishing and enjoying myself on the trip for promotional, publicity and informational purposes.**
- I prefer not to appear in any photos.**

SPECIAL REQUESTS (rooms, boats, dietary, etc.): _____

PAYMENT, CHANGE & CANCELLATION POLICIES

- **Client's deposit of \$600 is non-refundable.** This payment covers administrative costs and holds your seat. Any additional payments toward the balance are refundable up until 60 days before travel unless otherwise stipulated in your reservation confirmation.
- **Balance of package payment is due a minimum of 60 days before trip departure.**
 - Final Payments more than 7-14 days late are subject to 5% late fee.
 - Final Payments more than 15+ days late will be subject to 10% late fee. After 30 days late your seat will be considered forfeit and may be resold, resulting in a loss of your deposit. If you pay the balance and late fee before the seat is resold you may reinstate your reservation.
- **Should Client need to change dates of travel,** COA will allow transfer of deposit to another trip (subject to availability), up until 60 days before departure.
- **Within 60 days of trip departure no refunds will be possible.** Client may substitute someone else in his/her place up until 7 days before departure. Please let COA know immediately if you plan to do this, as we must notify the plane company.



I understand COA's payment, change & cancellation policies.

Client's initials here:

If Cedros Outdoor Adventures (COA) is unable to provide all or part of the Client's package for reasons within our control, the Client has the right to ask COA to refund that portion of the package price representing the percentage of reduction in services as compared with those services that were provided by COA. The Client waives all claims of consequential damages arising from any inability of COA to provide all or part of the Client's package within COA's control. Any liability of COA related to or arising from COA's inability to provide package services within its control shall be limited to and not under any circumstances exceed the total price for that package.

COA DOES NOT PROVIDE REFUNDS for events out of our control, including but not limited to medical emergencies, family emergencies, work issues, weather-related events in the US or in Mexico, governmental actions (including immigration or visa problems), border delays, baggage loss, illness, injury, emergency evacuation, or delayed or cancelled flights or other delayed or cancelled transportation in the US or Mexico in any conveyance not owned by COA.

DISCLAIMER REGARDING AIR TRAVEL

Cedros Outdoor Adventures is not an airline nor associated in any way with any airline or plane charter company and therefore cannot warrant or guarantee safety, schedules or service. COA buys tickets from regional commercial carriers or charter companies (depending on package) on our clients' behalf solely for our clients' convenience. Any client who wishes to arrange his or her own transportation to the island is welcome to do so, and COA will deduct air travel from that client's package.



I have read and understand Disclaimer Regarding Air Travel.

Client's initials here:

TRAVEL INSURANCE INFORMATION

COA DOES NOT PROVIDE TRAVEL OR TRIP INSURANCE. Insurance for travel problems is not included in the price you pay to COA.

COA STRONGLY ADVISES THAT CLIENTS PURCHASE TRAVEL OR TRIP INSURANCE... and we will give you a \$30 discount off your final payment if you do!

Travel insurance is a fairly inexpensive way for Clients to protect against loss due to travel interruptions. Depending upon the policy you decide to purchase, insurance can cover certain losses or expenses if the trip is canceled due to weather, if the flight is delayed, if the client has a work or family emergency and has to cancel his/her trip, as well as other eventualities.

Travel insurance policies vary considerably and may or may not include medical evacuation expense. **Carefully read the policy that you are considering** for the details of what is or is not covered before you decide to buy. There are many sources of travel or trip insurance. Coverages and prices vary, starting at around \$80. Ask your broker or check online sites such as CSA Travel Protection (800) 348-9505, <http://www.csatravelpro.com> or Travel Guard www.travelguard.com, 1.800.826.1300. Remember, we will give you a \$30 discount off your final payment if you purchase trip insurance!



CHECK ONE BOX BELOW:

I have purchased trip insurance from (company name) to protect my investment, and my policy number is . Please deduct \$30 from my package price!

I decline to purchase trip insurance, with the full understanding that Cedros Outdoor Adventures will NOT refund any of my package price for events out of COA's control, including but not limited to medical emergency, family emergencies, work issues, weather-related events in the US or Mexico, delayed or cancelled flights in the US or Mexico, baggage loss or damage, or emergency evacuation. In the event that any such thing happens, I will cheerfully put on my big boy and/or girl pants and accept full financial responsibility for my decision not to purchase trip insurance.

**RELEASE AND WAIVER OF ALL LIABILITY AND
FULL ASSUMPTION OF ALL RISKS KNOWN AND UNKNOWN**

(This is the legal stuff. Read it carefully so you appreciate what you're getting yourself into.)

As the Client, I am aware that the expedition that I've chosen to participate in under the auspices of Cedros Outdoor Adventures (COA), includes many risks and dangers, including **but not limited to** the dangers of traveling rugged terrain, accident or illness in remote places without medical facilities or availability of timely medical response, the forces of nature, travel in small craft upon open ocean waters, encountering dangerous and unpredictable wild animals on land and in the sea, and travel by air, boat, automobile, or other conveyances to, from and during my stay on Cedros Island, which is located in the municipality of Ensenada, State of Baja California Norte, Republic of Mexico.

I understand that to access the accommodations at Baja Magic Lodge on Cedros Island, I must be able to walk up and down a dirt road on a moderate incline for about 80 yards with gear. I hereby warrant and represent to COA that I am in good health and physically fit enough to undertake strenuous outdoor activities, and that I am not relying upon COA to provide me with any medications, medical treatment, special devices, conveyances or accommodations other than those specifically listed in the package description. I agree that if for any reason I am not able to make an emergency medical decision for myself, COA or any of its affiliates may (but is not required to) make that decision for me. I agree to waive all claims arising from emergency medical treatment rendered to me by others in good faith as a "Good Samaritan" no matter the outcome or result of that emergency treatment.

I understand that the Lodge provides comfortable but only rustic accommodations, and is located in close proximity to the edge of an unprotected cliff top. I acknowledge that there are steps within the ground floor rooms, and steps to the second floor with no ramps or elevator. As such, I acknowledge that the Lodge is not wheelchair accessible and I hereby waive any rights, claims, or complaints related thereto.

I understand that minors under the age of 18 are not prohibited on this expedition, but I also understand that COA has encouraged me not to bring very young children on this expedition. I understand that the decision whether to bring a minor child with me on this expedition is my decision and my decision alone, based solely upon my own judgment of whether the minor is physically and emotionally capable of strenuous outdoor activity and adventure, and not based in any manner upon any statements or assurances made by COA or of anyone associated in any way directly or indirectly with COA. **I also understand that the supervision, safety, health and well being of any minor children brought by me on this expedition are my sole and total responsibility at all times.**

I am aware that there is strenuous effort and many hazards involved in the activities offered by COA, including but not limited to fishing for large species, getting in and out of open fishing boats, diving, kayaking, and hiking. I understand it is impossible to list all potential hazards that may arise on this expedition to a remote, isolated and rugged open ocean island, and that there

may be other hazards encountered on my expedition that are not specifically identified in this agreement, but that are nonetheless included within the scope of this agreement whether specifically identified here or not. These risks being inherent to the outdoor adventure expedition that I seek to participate in, **I am hereby voluntarily participating in these hazardous activities with knowledge of the potential for foreseeable or unforeseeable dangers and I hereby fully assume any and all risk of damage or injury, including death. I am doing so of my own free will on behalf of myself and on behalf of any minor children brought by me on this expedition, and I verify this statement by placing my initials here.**



I understand that I am solely responsible for obtaining and maintaining possession of all necessary travel documents, including (but not limited to) my passport, necessary visas and personal identification and permission papers necessary for me (and for any minor traveling with me) to enter into the Republic of Mexico and to return to the United States of America.

I acknowledge that COA has the right (but not the duty) to refuse service to anyone whose behavior, in the sole judgment of the COA or any of its affiliates, poses a danger to himself or herself, or to others, or whose behavior is offensive to other clients, the staff and/or local residents, or who commits any unlawful, improper or disreputable act including any waste of wildlife (land or ocean species), pollution of the environment, desecration of historical locations, graffiti or otherwise. I understand that guns of all types are illegal without special permits in Mexico and strictly forbidden on any COA expedition. I acknowledge that COA also has a zero tolerance policy for illegal drugs and controlled substances. I understand that the Client is solely responsible for obtaining and maintaining possession of the proper prescription forms for any prescribed medications brought by me on the expedition.

Depending on the severity of the situation, any Client who is refused service due to dangerous, unlawful or offensive behavior may be instructed to remain in his room until transportation off the island can be provided, and will not be permitted to participate in panga fishing or other outings, or if necessary, turned over to local authorities.

As further consideration for being permitted by Cedros Outdoor Adventures to participate in these activities and use their facilities, equipment and services, I hereby agree on behalf of myself as well as on behalf of my minor children, assignees, heirs, next of kin, spouse, executors, trustees, guardians, legal representatives and anyone else claiming through me ("Releasers"), to hereby fully waive, release and hold harmless Cedros Outdoor Adventures or its owners, partners, vendors, suppliers, contractors or any other affiliated individuals or organizations ("Releasees") from any and all claims, whether presently known or anticipated or not presently known or anticipated that may yet arise directly or indirectly from my participation in any aspect of this expedition. This means that I (Releasers) will not make any claims, file any lawsuit, pursue any other legal or administrative complaints or actions, or attach the property of Cedros Outdoor Adventures (Releasees) for any damage, injury or death occurring while I am on or traveling to or from the expedition, whether or not caused in whole or any part by any Releasee, and whether or not caused by the active and/or passive negligence or other wrongdoing of any Releasee, save any acts done with specific intent to harm, and whether caused by a risk of nature or human kind or any combination thereof, and whether or not related to the condition of the

premises, equipment, or locations where the expedition activities take place, or the conveyances thereto, and whether or not I am then participating in the expedition activities per se.

I acknowledge that any action to enforce and/or interpret the terms of this agreement and/or remedy its breach shall be venued solely within the County of San Diego, State of California, United States of America, applying the contract law of the State of California, and as to any claims arising directly or indirectly from alleged acts, errors or omissions, injuries, damages or death occurring in Mexico, the civil law of the Republic of Mexico shall otherwise exclusively apply.

No provision of law construing an ambiguity or uncertainty against COA or the Client shall apply to the interpretation and/or enforcement of this agreement. This agreement may be modified upon negotiation, but may not be modified orally. It may be modified only in a writing stating in clear and unambiguous terms that it is modifying this form, and legibly signed by the Client and a duly authorized representative of COA. If any clause or provision of this agreement is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given full effect without the invalid provision or part. To this extent, the provisions, and parts of this agreement are severable. I acknowledge that I have had the opportunity to consult with any attorney of my choosing before signing this agreement and to propose revisions to this agreement to COA before signing it in its present form.

I HAVE CAREFULLY READ THIS AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE TAKEN ON IMPORTANT LEGAL DUTIES AND I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT. AMONG THE RIGHTS I HAVE GIVEN UP, I HAVE EXPRESSLY WAIVED THE RIGHT TO A JURY TRIAL. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND WITHOUT ANY RELIANCE UPON ANY ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS BY CEDROS OUTDOOR ADVENTURES, OR ANYONE ELSE ON THEIR BEHALF.



I understand and agree that typing my name here constitutes a legally binding electronic signature. I affirm and swear that the name signed here is my own. SIGNATURE:

Parents or legal guardians must sign for travelers under the age of 18. MINOR'S NAME:
. SIGNATURE OF PARENT OR LEGAL GUARDIAN:

WHEN YOU HAVE COMPLETED THIS FORM: Please save it with your name as the beginning of the document (ie. John Smith Form.docx), and email it as an attachment to reservations@cedrosoutdooradventures.com. **IMPORTANT:** You must email it to us from your email account listed on page one of this form. **If you would prefer a print version** of this form to be snail mailed or emailed to you, please email or call 619.793.5419. Thank you!