



Travel Liability and Waiver Form

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 via email to jeff@cedroskayakfishing.com or fax (951)694-8707.

DATE OF TRIP: _____ 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**Check one:**

- I PLAN TO FISH FROM THE KAYAK ENTIRE TRIP
- I PLAN TO FISH FROM THE PANGA
- I WOULD LIKE TO DO BOTH KAYAK AND PANGA FISH
- I AM TRAVELING ALONE AND/OR I AM EASY-GOING AND LOVE LIFE!

ACCOMODATIONS/EQUIPMENT AGREEMENT

OUR CASITA IS EQUIPPED WITH INDIVIDUAL ROOMS FOR EACH GUEST TO ENJOY PRIVACY AND RELAXTION AFTER A FULL DAY OF EXCURSION ON THE ISLAND! I (Releasors) am solely responsible for the equipment loaned to me. I agree that any equipment lost, broken, stolen or damaged in any other way or manner at any time, while in my use, for or in my name will be immediately paid for in cash or with a credit card at full replacement cost, as soon as the item is lost, stolen, broken or damaged. As a sign of good faith I hereby promise to take care of all equipment and to use the equipment ONLY in a manner consistent in which it was intended for. I promise to return all equipment in good or same condition prior to leaving the facility.

- I agree to allow CKF 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/DIETARY RESTRICTIONS (ie: rooms, 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,** CKF 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 CKF know immediately if you plan to do this, as we must notify the plane company.

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

Client's initials here:

If Cedros Kayak Fishing(CKF) is unable to provide all or part of the Client's package for reasons within our control, the Client has the right to ask CKF to refund that portion of the package price representing the percentage of reduction in services as compared with those services that were provided by CKF. The Client waives all claims of consequential damages arising from any inability of CKF to provide all or part of the Client's package within CKF's control. Any liability of CKF related to or arising from CKF'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.

CKF 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 canceled flights or other delayed or canceled transportation in the US or Mexico in any conveyance not owned by CKF.

DISCLAIMER REGARDING AIR TRAVEL

Cedros Kayak Fishing 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. CKF 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 CKF will deduct air travel from that client's package.

I have read and understand Disclaimer Regarding Air Travel.

Client's initials here:

Cedros Kayak Fishing DOES NOT PROVIDE TRAVEL OR TRIP INSURANCE.

Insurance for travel problems is not included in the price you pay to Cedros Kayak Fishing.

CKF STRONGLY ADVISES THAT CLIENTS PURCHASE TRAVEL OR TRIP INSURANCE...

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.

CHECK ONE BOX BELOW:

I have purchased trip insurance from (company name) _____ to protect my investment, and my policy number is _____ .

I decline to purchase trip insurance, with the full understanding that Cedros Kayak Fishing will NOT refund any of my package price for events out of CKF'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**

As the Client, I am aware that the expedition that I've chosen to participate in under the auspices of Cedros Kayak Fishing (CKF), 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 hereby warrant and represent to CKF that I am in good health and physically fit enough to undertake strenuous outdoor activities, and that I am not relying upon CKF 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, CKF 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.

As such, I acknowledge that the Casita 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 CKF 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 CKF or of anyone associated in any way directly or indirectly with CKF. **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 CKF, including but not limited to fishing for large species, getting in and out of open fishing boats, 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 kayak fishing 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 CKF has the right (but not the duty) to refuse service to anyone whose behavior, in the sole judgment of the CKF 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 CKF expedition. I acknowledge that CKF 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 Kayak Fishing 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 ("Releasors"), to hereby fully waive, release and hold harmless Cedros Kayak Fishing 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 (Releasors) will not make any claims, file any lawsuit, pursue any other legal or administrative complaints or actions, or attach the property of Cedros Kayak Fishing (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 CKF 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 CKF. 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 sever-able. 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 CKF 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^(print name) 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 email to jeff@cedroskayakfishing.com or fax (951)694-8707 back to us as soon as possible.