

Booking Conditions

Your contract is with Chiquita Tours, LLC – 1401 Lagrange Street, Toledo, Ohio, 43608. Below are the details of the terms and conditions of the agreement. Please read them carefully. When you make a booking and we accept it, a legally binding contract is made.

1. Chiquita Tour cost includes: Services of a Chiquita Tours leader; all accommodations; entrance fees; excursions and sightseeing; taxes, service charges and fees. Please see itinerary for meals provided.
2. Chiquita Tour cost does NOT include: Airfare; excess baggage charges; cost of visas; vaccinations; medications; alcoholic drinks; personal items; phone calls; baggage/trip cancellation/medical insurance. Some meals are not provided – please see itinerary for meals provided.
3. A deposit of \$500 must be sent with the booking form. The balance of ecotour price is due for payment 70 days before the departure date. If you book less than 70 days before the departure date, full payment must be received before the booking can be accepted. If the balance is not paid in time we reserve the right to cancel your deposit and apply the cancellation charges outlined below.
4. We reserve the right, in any circumstance to cancel your tour. If we do cancel your tour, an alternative tour of a similar standard will be offered to you. If this is not acceptable any money paid by you to Chiquita Tours, LLC will be refunded. We do not accept liability for any loss or damage arising out of any cancellation on any account whatsoever.
5. On an tour of this nature, it is necessary for you to abide by the authority of the tour leader, who represents Chiquita Tours, LLC. The decision of the tour leader as to the conduct, itinerary and objectives of the tour is final. Signing our booking form signifies your agreement to this. If in the opinion of the tour leader, your behavior or physical condition is detrimental to the safety, welfare and well being of the group as a whole, (which is the paramount consideration) then you may be asked to leave the tour, without the right to any refund.
6. Medical vaccinations and other preliminary arrangements including passports and all procurements are entirely your responsibility and we accept no responsibility in the event that these are not completed in time for departure.
7. Your booking is accepted on the understanding that you realize and accept the risks potentially involved in adventure travel, such as this tour represents. You must tell us if you have an existing medical condition or disability that might affect your tour before you book the tour. If, in our reasonable opinion, your chosen tour is not suitable for your medical condition or disability we reserve the right to refuse your booking. We reserve the right to cancel the contract if medical problems are discovered, in this eventuality the cancellation charges as outlined below will apply.

Cancellation policy

Number of days prior to tour	Per person cancellation fee
71 or more days	Advance deposit
70 days or less	No refund

Chiquita Tours, LLC Release and Indemnity Agreement

For and in consideration to participate in the tour, each tour participant (client) and each parent or legal guardian of a tour participant who is under 18 agrees to release, indemnify, and hold harmless Chiquita Tours, LLC, its agents, servants, employees, shareholders, officers, directors, attorneys, and/or independent contractors or subcontractors as more fully set forth in the Release and Indemnity Agreement below.

Chiquita Tours, LLC acts only as an agent for the passenger in regard to travel, whether by railroad, motorcar, motor coach, boat, airplane, or other means of transportation, and assumes no liability for injury, damage, loss, accident, delay, and/or irregularity caused by such transportation for any reason whatsoever, including the acts, defaults, defects, intentional acts, or bankruptcies of any company or person engaged in conveying the passenger and/or in carrying out the arrangements of the tour. Chiquita Tours, LLC has no responsibility for losses or additional expenses due to delay and/or changes in travel arrangements and/or other services, sickness, weather, strike, war, quarantine, and/or other causes. The tour (client) participant shall bear all such losses and expenses. Chiquita Tours, LLC reserves the right to substitute any service, including but not limited to hotels for those indicated and to make any changes in the itinerary where deemed necessary and/or caused by changes in travel schedules. Chiquita Tours, LLC reserves the right to decline to accept or retain any person as a member of any tour. Baggage is at owner's risk entirely.

Participants should be in good health and should consult a physician before undertaking an tour. If there are questions about the physical requirements of an tour, please contact our office for further information. Chiquita Tours, LLC is not liable for any health related illnesses or injuries. Each client is responsible to not participate in any activity that they are not physically fit to participate in. Participants should prepare for the tour by reading the detailed itinerary, and all other pertinent information provided by Chiquita Tours, LLC.

Each participant is responsible for bringing appropriate clothing and equipment as recommended. The receipt of your tour deposit shall be deemed to be consent to the above conditions. Each tour participant and each parent or legal guardian of an tour participant who is under 18 shall sign and deliver the Release and Indemnity Agreement to Chiquita Tours, LLC at the time of registration.

Each registrant named on the reverse desires to participate in the tour listed thereon. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES Chiquita Tours, LLC, its agents, servants, employees, officers, directors, attorneys, independent contractors, and subcontractors, past, present and future, their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, and/or arising out of the registrant's participation in the tour (collectively, "Claims").

IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.

I/we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, which are incorporated herein by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Each registrant affirms that he/she is in good physical health and able to tolerate the physical demands of the tour.

TRIP CANCELLATION AND MEDICAL EMERGENCY INSURANCE

Chiquita Tours, LLC strongly recommends you consider purchasing trip cancellation (including medical emergency) insurance to cover your investment in case of injury or illness to you or an immediate family member prior to or during an tour. Because we remit tour deposits to our suppliers, we shall not offer any refund when cancellation occurs within 70 days of departure, and only a partial refund from 71+ days prior to departure (see cancellation policy).

- () I have purchased or will purchase trip cancellation /interruption insurance.
- () I have declined optional insurance and understand that exceptions to the cancellation penalties outlined above can not be made.

Client/tour participant signature Date

Mediation: Any controversy, claim or cause of action arising out of or relating to this Release and indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Lucas County, Ohio.

Arbitration clause: If any controversy between Chiquita Tours, LLC and the client is not settled at mediation, the controversy, claim or cause of action shall be submitted to arbitration in Lucas County, Ohio, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Ohio. Any award rendered by the arbitration panel shall be final and binding on the parties, and judgment thereon may be entered by a court in Lucas County, Ohio having subject matter jurisdiction. If the client does not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim shall be filed with the Circuit Court in Lucas County, Ohio. Client and Related Parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to arbitrate, or submit controversies or claims to a court does not waive or modify the Release and Indemnity as contained in the Release and Indemnity Agreement. I understand that I have the right to have all controversies heard in a court of law, and I agree to waive all rights to have any controversy heard in court and I agree to submit all controversies to arbitration.

Client/tour participant signature Date



I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals.

THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF OHIO. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, CHIQUITA TOURS, OR ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OFFERED BY CHIQUITA TOURS, SHALL BE IN LUCAS COUNTY, OHIO.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement.

Client/tour participant signature

Date