



*Fly Fishing Los Roques 2022*

## **TRAVEL TERMS AND CONDITIONS / CANCELLATION POLICY / INSURANCE POLICY / LIMITATION OF LIABILITY**

### ***Reservations, deposits and payment***

A deposit of 50% is required to confirm all reservations. This deposit must be made within 14 business days after booking is confirmed. The balance is due 90 days before arrival.

The trip price includes payments for third parties. Taxes currently in effect and some prices are subject to change. Fly Fishing Los Roques (FFLR) reserves the right to adjust prices accordingly until the time of arrival.

All payments are in Dollars of the United States (US\$) unless otherwise inform and by wire transfer to a US bank account.

### ***Cancellations***

All cancellations and/or changes must be received in writing, and have a \$100 per person processing fee.

Deposits are refundable (minus a 10% penalty) only if written cancellation is received with at least 120 days prior to arrival. Alternatively, the full deposit may be applied to a future trip booked within one year of the original reservation date\*.

For cancellations made between 61-120 days prior to arrival, 50% of the full invoice amount will be forfeited. The remaining 50% can be refund or applied to a future trip booked within one year of the original reservation date\*.

For cancellations made less than 60 days prior to arrival, no refund or credit will be given. However, if a replacement for same dates is found, the booking will be valid (minus a 10% forfeit).

*\* If payments to third parties have been made, they will be deducted from refund and/or charge to replacement unless a credit is given by such third party.*

### ***Planning Information***

No refunds, unless otherwise provide as above, will be given for cancellations, unused portions of a trip, no-shows, acts of God including force majeure, detention, annoyance, delays, quarantine, strikes, thefts, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for unforeseen reasons. Guide fees and lodge costs are not refundable if unused as outlined in the itinerary. FFLR reserves the right to modify the itinerary due to circumstances beyond its control.

When your reservation is confirmed, you will receive planning information designed to communicate the essence of the trip in a practical detail of getting ready for your adventure such as a packing list, in-country transfers, local flights, cellular and internet service, and fishing gear recommendations.

In the unlikely event that FFLR must cancel a reservation, all payments received to date will be refund and/or credited to a future date within 12 months of the original reservation date, based on availability, which will constitute a full settlement.

Cancellation fees cannot be waived for any reason, including health, business or personal emergencies, or weather. We strongly urge you to purchase trip cancellation insurance, specifically "cancel for any reason" insurance.

### ***Travel Insurance***

We urge that you purchase trip insurance to cover unexpected cancellation, interruption, delays, cancel for any reason, cancellation for medical reasons, expenses, lost baggage, injuries and medical evacuation. Global Rescue has created travel insurance built with the outdoorsman in mind which provides integrated medical, security, travel risk and crisis response services to travelers worldwide. We advise you to obtain this coverage. If you choose not to purchase it, FFLR cannot act as your insurance policy.

### ***Limitation of Liability***

This section defines Fly Fishing Los Roques (FFLR) responsibility with regard to all travel arrangements made directly by FFLR or any third party, including but not limited to its agents and associates. Please read it carefully.

Once deposit is transferred, you acknowledge that you have read and understand all the terms and conditions outlined herein, and agree to be bound by them.

All trips that involve outdoor sporting activities such as fishing and water sports, and travel through places by car, boat, plane or on foot, put you at risk for accidents and injuries in the normal course of the activity. That is the nature of travel to such destinations and you acknowledge that you accept these hazards as a condition of participation.

FFLR, its owners, employees, associates and agents assume no responsibility whatsoever caused for injury, loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the well-being of the clients.

Baggage and personal effects, including items purchased, fishing equipment or sporting goods are the sole responsibility of the owner(s) at all times. FFLR cannot be responsible for loss, theft or breakage of any rods or reels or tackle of any kind, at any time, whether in the boats or on/off the property.

### ***Release of liability***

For the opportunity of fly fishing or travelling with FFLR as consideration, guest, family and dependents agree to waive any legal rights to any claim and agree to indemnify and hold harmless FFLR, its agents, employees, as set forth above, from all claim, damages, losses, special, indirect, consequential or incidental damages, injuries and expenses arising out of or resulting from your participation in these activities for all claims, demands, and cost of action. These release of liability covers all risks of the activity, including claims for negligent hiring, instruction, operation or other forms of negligence not normally associated with the activity or

associated with the business and employees. Guests, family and dependents further agree to release, acquit, covenant not to sue FFLR its agents and its employees for its actions, causes of actions, claims or another participant, or negligence against FFLR arising out of participation in this program. This release covers the incidental transportation to and from the recreation location. In short, you, your family and dependents cannot sue FFLR or anyone else for any reason for any type of injuries, and if you do, you cannot collect any money.

This release shall not be suspended by any other agreement, whether there is any perceived inconsistency or not. You agree to indemnify, agree to subrogation and to reimburse FFLR for any damages, cost, fee or expenses FFLR spends or you or your family behalf including the cost of any search or rescue or for any damages you may do to third parties or any expenses to evacuate in case of injuries or illness. You understand this means you are the insure for FFLR for any actions or damages, you or your family may incur.

*Fly Fishing Los Roques, C.A.*

*Fully Licensed Guiding Services / Since 1996*

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