BOOKING FORM PANAMA SPEARFISHING

$300 CK# 2717

A $300 per person per week deposit is required to hold reservation.

MAIL PAYMENT TO: ULTIMATE SURF PARADISE LLC. 314 EAST 6250 SOUTH MURRAY UT 84107

First name Scott Last name deFirmian tel. 760-632-8014, **fax 952-674-8014**

reservation dates: 3/21 - 3/30 Group name: KAUFFMAN

Street Address 2014 GRAMERCY AVE.

City TORRANCE State CA Zip code 90501

Telephone- Home ( ) 310-328-0132 Work ( ) 213-620-9427 e-mail: SPEARO10@YAHOO.COM

Passport number 500796144 (if you can't find your number, write "pending" and send to me anyway) Expiration date 12/30/2022

Date of issue 12/31/12 Place of issue CALIFORNIA

Date of birth 9/27/59 Nationality USA Occupation CHIEF ENG.

Next of kin to be contacted in case of emergency SANDY deFirmian (WIFE)

Address SAME AS ABOVE How did you hear about us? Keith KAUFFMAN

Telephone- Home ( ) 310-328-0132 Work (310) 508-2321

IMPORTANT NOTICE

By my signature, I acknowledge and confirm that I have read, understand and agree to all booking conditions set forth.
I am aware that a spearfishing trip, in addition to usual and inherent risks, has certain additional risks and dangers which may include: physical exertion for which I may not be prepared; remoteness to normal medical services; weather extremes subject to sudden, unexpected change; and evacuation difficulties if I am disabled.
I accept all inherent risks of the proposed trip and possibility of personal injury, death, property damage or loss resulting therefrom.
In entering into this agreement, I am not relying on any oral, written, or visual representations or statements by Isla Ensenada Spearfishing., its agents or staff, or any other inducement or coercion to go on the trip hence, only of my own free will.

Signed X Scott deFirmian Dated 1-12-13 (Parent or legal guardian must sign for all persons under the age of 18)

BOOKING TERMS & CONDITIONS

1. All tickets, vouchers and other documents relating to transport, accommodations or other services and facilities (hereinafter referred to as "the travel services") are issued by or on behalf of Isla Ensenada (hereinafter referred to as "the company") only as agents for each of the concerns with whom the company may have arrangements for its clients (hereinafter referred to as "the principals") and are issued subject to these terms and conditions and those of the principals,

2. We always do our best to make sure your holiday arrangements are satisfactory and we accept liability for, but only to the extent if any loss or damage sustained by you as a result of our gross negligence or that of our employees,
However, we cannot accept liability of whatever nature for the acts, omissions or defaults, whether negligent or otherwise, of those principals providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct or exclusive control.
We do not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or any authorities, accidents to or failure of machinery or equipment,

3. Except where otherwise stated, a deposit is due within 7 days of booking confirmation. The balance of the total cost is due upon arrival in Panama City. (or such later date as shall be specified in writing by the company). Failure by the client to pay the said deposit by the due date will entitle the company to cancel all bookings made.

4. Any cancellation made by a client must be received in writing. The following cancellation fees apply:
   i. If the written cancellation is received by the company not later than 60 days prior to departure, the complete deposit is non-refundable,
   ii. If the written cancellation is received by the company after 60 days but not less than 14 days prior to departure, the complete deposit is non-refundable and a 50% cancellation fee applies to all other monies received by the company.
   iii. If the written cancellation is received by the company within 14 days of the departure date, the company shall not be obliged to refund any monies whatsoever.

5. Amendments to individual itineraries will be made on notification from the client if possible within the rules and conditions of the principals. A fee of $25 per amendment will be charged to cover administrative costs, in addition to any charges levied by the principals. An amendment constitutes a change to an existing booking.

6. I understand that spearfishing camp is a Panamanian corporation located in the Republic of Panama. Any and all legal issues and proceedings are subject to the laws of the Republic of Panama.

7. In the event, your arrival is delayed due to weather, airplane, bus, luggage, boards not arriving, etc., you will be given a credit for missed days at the surf camp. (time credit only, no refunds).

8. In the event you leave the camp earlier than your reserved stay, there will be no refunds. If your early departure was due to a medical emergency, you will be given a credit towards a future stay.

9. The company shall not be liable in the event, due to climatic conditions, that satisfactory fishing is unavailable or that ocean is rough of a magnitude for a client to participate in such activities. The passengers shall comply with the instructions of the principals at all times. No passengers shall remain on a tour while their status or mental or physical condition is, in the opinion of the principal, such as to render them incapable of caring for themselves and nor shall any passenger make themselves objectionable to other passengers or become a hazard to themselves or other passengers and the company will not be responsible for expenses by such persons precluded from completing the tour for these reasons.

10. Travel insurance is strongly advised to cover loss of deposit and cancellation fees, baggage and medical expenses. Travel insurance will also cover monetary loss due to unexpected trip interruption beyond your control. Foreign travel companies make travel insurance mandatory.

11. The company or principals have the right to cancel or alter any itinerary without notice as may be found necessary and to decide the suitability or otherwise of climatic conditions, sea or other conditions for the normal performance of the tour. Any additional personal expenses incurred as a result of delay including delay from mechanical breakdown will be the responsibility of the passenger. Refunds are not available for tours, accommodations, or any other services not utilized. This is where travel insurance is beneficial.

12. Cost not included in tour price: excess baggage; personal spending money; travel insurance; airport departure taxes; passport and inoculation costs; meals other than those specified.