

AAS SKY TOUR TERMS AND CONDITIONS

THESE TOUR TERMS AND CONDITIONS (“Tour Terms”) is a legal binding agreement by and between _____ (“You” or “Traveler”), and AAS Sky, LLC (“We” or “AAS”), for the guided tour services specified in “Attachment A”, consisting of the terms, conditions, and limitations contained in this Tour Terms.

1. Tour Fees

- a. **Fees**: Traveler will pay AAS a total fee for the tour services and Trip Summary in the amount of stated on the trip summary provided to you separately and which shall become Attachment A to our agreement. The Tour Fee must be paid in full no later than SIXTY (60) days prior to the scheduled departure date. *Please Note*: AAS will not release any related travel documents to any Traveler for whom it has not received signed reservation application and payment in full of all Tour Fees. AAS reserves the right to cancel a reservation for which it has not received payment by the due date. Cancellation penalties may apply.

- b. **Price Changes**. Prices are based on tariffs, taxes, and rates of exchange as they were known to AAS on the date of booking, and are subject to change without prior notice. However, if the price increases by more than 6%, the Traveler(s) may, within seven (7) days from the date of notification of such increase, cancel with full refund.

- c. **Change Fees**. After AAS receives the deposit, all changes, including but not limited to departure/ return date (when the tour date remains the same), departure/return city in U.S., arrival/return city in Ecuador, and spelling of Traveler's name, are subject to availability and acceptance by AAS and may result in an increase in your Tour Fee. Changes may only occur at least forty-five (60) days before the scheduled departure date and change request must be submitted in writing, and if confirmed by AAS, You will be notified of additional fees which must be paid no later than 45 days before the scheduled departure date.

2. RESERVATIONS. Upon booking your trip You must complete and submit an AAS reservation application and pay a non-refundable trip deposit of **\$850.00** for each Traveler.

3. CANCELLATION. AAS must receive written notification of cancellation. The date such notification is received by AAS will determine the applicable cancellation charges and refunds as follows:

- i. If cancellation notice is received at least sixty (60) days before the scheduled departure date, AAS will refund any amounts paid over and above the non-refundable trip deposit.
- ii. If cancellation notice is received between fifty-nine (59) days and thirty (30) days before the scheduled departure date, AAS will refund fifty percent (50%) any amounts paid over and above the non-refundable trip deposit.
- iii. If cancellation notice is received within thirty (30) days before the scheduled departure date, AAS will not refund any amounts.
- iv. Guaranteed Departure
 - a. A trip becomes a Guaranteed Departure the moment AAS receives 4 (four) deposits for that trip.
 - b. All travelers will be notified within 48 hours that a trip has become a Guaranteed Departure.
 - c. Trips or itineraries are eligible to become a Guaranteed Departure 1 year prior to the scheduled date.
 - d. Deposits on Guaranteed Departures are non-refundable.

Tour changes (to a different tour date or itinerary), and name changes (substitutions) are always considered cancellations/new bookings and are subject to the cancellation policies for that tour.

4. MEDICAL CONDITIONS AND RISKS. Each Traveler must complete and submit to AAS the Confidential Medical Disclosure Form (see Attachment B) no later than thirty (30) days before the scheduled departure date. Each Traveler hereby acknowledges that the Tour is an event primarily occurring in the wilderness and involves activities that will present personal risks to himself/herself and other members of the tour group. Therefore, each Traveler must sign the assumption of risks and release attached hereto as Attachment C.

5. **TRIP CANCELLATION INSURANCE & TRAVEL'S MEDICAL INSURANCE.** AAS highly recommends trip cancellation insurance for all tour Travelers. In addition, each Traveler is required to obtain traveler's international emergency medical/health insurance. Proof of such insurance must be provided to AAS no later than thirty (30) days prior to your scheduled departure date.
6. **BAGGAGE LOSS OR DAMAGE.** Each Traveler shall be responsible for carrying/porting and keeping track of his/her own baggage. Any baggage loss or damage sustained while in the custody of an airline, hotel, bus company, or transfer company is not the responsibility of AAS. AAS recommends purchasing travel insurance with coverage for baggage loss, damage, or delay.
7. **ITINERARY DEVIATIONS.** Due to special circumstances, including but not limited to holidays, special events, seasonal schedule changes, weather, traffic delays and itinerary adjustments, some anticipated Trip Summary events may have limited access or may not be available. Under such circumstances or if determined appropriate by the Tour Leader for the general benefit (and/or safety) of the whole tour group, AAS and the Tour Leader reserve the right to make changes in the itinerary or sights, at their sole discretion.
8. **CANCELLATION BY AAS.** AAS reserves the right to cancel a tour at any time for any reason, and its liability shall be limited to a refund in full of only those moneys it has received from or on behalf of the Traveler. If the Traveler has purchased the air ticket, it is his/her own responsibility to become familiar with the penalties and restrictions of the air ticket and, in the event of a cancellation or date change by AAS, AAS shall not be held liable for any penalties incurred from the cancellation or change of the air ticket. Therefore, we recommend tickets not be issued until 60 days or less prior to departure.
9. **PHOTO RELEASE AND LICENSE.** Each Traveler hereby authorizes and grants AAS a royalty-free limited perpetual right to publish on any AAS website(s) and marketing material any photographs and videos with his/her image. In addition, You grant us a royalty-free limited perpetual right to publish on any AAS website(s) and marketing material any photographs and videos which you take or create and provide to us.
10. **LIMITED LIABILITY OF AAS.** AAS shall be responsible for supplying the services and accommodations offered in Trip Itinerary. If such services and accommodations cannot be supplied due to causes beyond its control, there shall be no responsibility or liability. In this event AAS will use its best efforts to supply comparable services and accommodations, and all travel arrangements may be subject to alteration or cancellation at any time with or without prior notice for any reasonable cause. Such alterations will not be considered cause for cancellation by the Traveler(s), and the usual penalties will apply. Nor shall AAS be liable for any injury, loss, damage, accident, delay, irregularity, or expense arising from strikes, war, terrorism, weather or other acts of God, quarantines, sickness, governmental restrictions or regulations, or from any negligent act or omission of any individual, firm, or corporation furnishing air travel, sightseeing, hotel accommodations, ground transportation, or any other services in connection therewith, nor for any additional cost or expense due to disruption of advertised schedules, rates or services, or for any other cause beyond its direct control. AAS reserves the right to decline, to accept, or retain any person as a member of the tour at any time prior to departure, or in the course of the tour, should such Traveler's health, mental condition, physical infirmity, or general deportment impede, in AAS' judgment, the operation of the tour or the rights, welfare, or enjoyment of other tour Travelers, and all resulting costs will be the responsibility of the Traveler. The acceptance by the Traveler of any travel plan or other service shall be deemed to constitute acceptance of these limitations of liability or responsibility. No representative, employee, or agent of AAS or contracted service providers are authorized to modify, waive, or in any way change the terms of this Tour Terms.
11. **MISCELLANEOUS TERMS.** This Tour Terms is intended as the final expression of the parties' Tour Terms and contains the entire understanding between the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided for herein. No statements or Tour Terms, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein, nor shall any amendment or modification be effective unless it is in writing, signed by both parties. Neither party shall assign this Tour Terms, in whole or in part, without the written consent of the other party, in which case it shall be binding upon, inure to the benefit of each of the parties hereto and their respective successors and assigns. No waiver by either party with respect to any breach or default of any right or remedy, shall be deemed to constitute a continuing waiver of any other breach or default, or of any other right or remedy, or of any other term, condition or provision of this Tour Terms, unless such waiver is expressed in writing and signed by the party against which such waiver is sought to be enforced. This Tour Terms shall be construed in accordance with, and governed by the laws of the State of Florida, except that conflict-of-laws provisions shall not be invoked in order to apply the laws



of any other state or jurisdiction. In the event formal legal action arises out of this Tour Terms, venue shall be exclusively set in Sarasota County, Florida. In the event of litigation between the parties which arises out of in

relationship to this Tour Terms, the prevailing party shall be entitled to receive from the other party reimbursement for reasonable attorney’s fees and costs incurred in the prosecution of all phases of litigation, including both trial and appellate level matters.

IN WITNESS WHEREOF, the Parties hereto have entered into this Tour Terms on the day and year first herein above written.

Traveler: _____

Amazon Andes Sky, LLC

By: _____

Signature

Print Name