

## Terms and Conditions

These CUBA OUTDOORS INC. ("COI") Terms and Conditions apply to the itineraries found in <http://cubaoutdoors.com>. Please read these terms carefully, and keep a copy of them for your reference.

Welcome to CUBA OUTDOORS INC. ("COI"). We are an organization that sponsors and organizes trips to Cuba in which travelers engage in meaningful interactions with individuals in Cuba under a full-time schedule of activities as permitted by the US Cuban Assets Control Regulations general license for people-to-people travel. COI does not include or promote touristic activities of any kind. All participants are required to adhere to a full-time schedule of activities designed to inform, educate and promote meaningful interaction with the people of Cuba. Deviation from this itinerary, even in part, is not permitted. COI reserves the right to adjust specified itineraries or its inclusions prior or during a trip to accommodate changing circumstances as necessary in compliance with US law. Per the general license requirements, this is a full-time program with little to no free time on most days of the program. Persons subject to US jurisdiction traveling under the general license are obligated to comply with certain requirements, including maintaining records of their Cuba-related transactions for at least five years. To learn more about traveler's responsibilities please visit [www.treasury.gov](http://www.treasury.gov).

### Changes to Terms

COI reserves the right, in its sole discretion, to change the Terms including and all rates published in <http://cubaoutdoors.com> without obligation to notify prospective traveler. The most current version of the Terms will supersede all previous versions. COI encourages prospective traveler to periodically review the Terms to stay informed of our updates.

### Changes to Tours

COI endeavors to operate the specified itineraries as outlined herein. However, circumstances beyond our control may require an adjustment to specified itineraries or its inclusions. COI strives to avoid such changes, but reserves the right to make such modifications. If a traveler cancels a trip due to any change in specified itinerary or dates reserved, normal cancellation penalties will apply. Traveler acknowledges and accepts that the local guide may change activities as necessary during a trip to accommodate for changes in circumstances during a tour. COI RESERVES THE RIGHT TO SUBSTITUTE ANY AND ALL ACCOMMODATIONS IF NECESSARY.

### Registration and Payments

The traveler agrees to provide all information required by COI and understands that the information will be used for services rendered in Cuba, and acknowledges that the traveler's personal information may be subject to view by the Cuban government and to disclosure to the US Federal government. Subject to the Cancellation/Refund Policy, the traveler agrees to pay the applicable fee for the itinerary in full upon booking. A nonrefundable amount of 15% will be held if the traveler decides to withdraw booking prior to confirmation of itinerary.

### Passports and Visas

The traveler must have a passport valid for six months from the return of their trip and it is the

sole responsibility of the traveler to obtain the required visas if applicable. COI and/or commercial carriers can provide the Cuban Visa for the traveler if not already acquired prior to the finalization of specified itinerary. Travelers holding a passport from a foreign country, green card, US visa, or special-use passport are solely responsible for understanding the limitations imposed on their passport, green card, US visa, or special-use passport regarding re-entry back into the United States. COI shall not be held liable for a traveler who is refused service by any air carrier or entry to any country because of a restricted visa or passport or denial of a visa by any countries consular services. In the event the traveler is refused entry into the country of travel due to visa or passport issues or denial of a visa, applicable cancellation penalties apply. Traveler is solely responsible for carrying the proper documentation to enter each country of travel as applicable as well as to re-enter the United States, and proper documentation to travel via a third country (if applicable).

### **Cuban-born Travelers Going to Cuba**

Traveler acknowledges that the Cuban Government imposes different requirements for Cuban-born persons traveling to Cuba, and that such a person obtaining and Cuban Visa, if needed, may require a minimum of 8 to 12 weeks. COI suggests that all Cuban-born persons wishing to participate in a specified itinerary set forth by COI contact our offices in writing for more information. COI is not responsible for any information it provides to travelers regarding the Cuban Visa or for any delay or denial in the issuance of a Cuban Visa.

### **Cancellation/Refund Policy**

COI reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or cancel the specified itinerary in which a traveler is scheduled to participate. In the unlikely event of such a cancellation or reject by COI, the total amount paid to COI will be refunded.

If COI cancels a specified itinerary due to non-payment of a specified itinerary designated to the traveler or because the full balance of a specified itinerary designated for the traveler is not paid by the due date, COI will not be responsible to any traveler for any refund, costs, interest, liability, or damages of any kind;

If COI cancels a specified itinerary due to US or foreign governmental action, an act of God, or a force majeure event, COI will not be responsible to any traveler for any refund, costs, interest, liability, or damages of any kind.

If the traveler cancels for any reason, the traveler must notify COI in writing. The cancellation will be effective upon COI's receipt of the written notification by email.

If the traveler cancels ninety-one (91) days or more prior to date of travel the entire deposit may be applied toward another specified itinerary scheduled to depart within 365 days of the original scheduled specified itinerary, subject to space availability and can only be applied one time from origination and any subsequent cancellation will result in a forfeit of funds. If traveler cancels and expresses in writing a request for refund ninety-one 91 days or more prior to the scheduled start date, the itinerary cost, not including the deposit and any applicable cancellation penalties, will be refunded;

If the traveler cancels ninety (90) to sixty-one (61) days prior to the scheduled start date, fifty-percent (50%) of the itinerary cost, not to include the deposit or any applicable cancellation penalties, will be refunded;

If the traveler cancels sixty (60) days or less prior to the scheduled start date, no refunds will be applied to the traveler under any circumstances.

**NO REFUNDS WILL BE MADE FOR UNUSED PORTIONS OF SPECIFIED ITINERARIES FOR ANY REASON.**

The traveler is solely responsible for any airfare or other travel fees, charges, expenses, or penalties that might result from any cancellation of or change in the travelers specified itinerary, whether the traveler cancels the specified itinerary or it is cancelled or altered by COI. COI cannot make exceptions to this cancellation policy for any reason, to include but not limited to medical emergencies. Travel Medical and Emergency Medical Evacuation Insurance is automatically included in all specified itineraries through [GLOBAL RESCUE LLC](#).

**COI STRONGLY ENCOURAGES ALL TRAVELERS TO PURCHASE ADDITIONAL TRAVEL INSURANCE.**

Changes to specified itineraries or start dates by the traveler is considered a cancellation and is subject to the CANCELLATION AND REFUND Policy found herein. The changes a traveler makes may be subject to additional fees within specified itinerary should the original rates no longer be available for the revised travel itinerary. Revisions to airline tickets are subject to the Airfare rules, change fees, and cancellation policies. Airfare prices may vary depending on the day of travel, gateway city, routing, and airline class of service booked, which is determined by seat availability.

### **Traveler Requiring Special Assistance**

Travelers booking specified itineraries with COI must report any disability requiring special attention at the time a reservation is requested. COI will make reasonable attempts to accommodate the special needs of such traveler, but does not guarantee the appropriate accommodations for such needs, and is not responsible for any denial of services by airline carriers, accommodations (i.e.: lodging, vehicles, transport), transportation agencies, and or other independent suppliers. COI regrets that it cannot provide individual assistance to a traveler for walking, dining, getting on and off motor coaches, marine vessels and other transport vehicles, or assistance with other personal needs. Travelers who have such assistance needs, must be accompanied by a qualified companion who is also a traveler on the specified trip.

### **Dispute Resolution**

In the event, there is a dispute arising out of these terms and conditions, the Parties agree to provide notice to the other as to the act giving rise to the dispute within thirty (30) business days of same and attempt to resolve the matter informally and amicably.

In the event the Parties fail to reach an informal agreement, they shall attempt to resolve the matter by agreeing to mediate before a neutral mediator in Miami-Dade County, Florida. In the

event of mediation, the Parties shall work together on choosing a mediator. The Parties agree to divide the costs associated with mediation, except costs associated with either Party retaining its own independent counsel, and agree to conduct mediation within a reasonable amount of time and in any event, no later than sixty (60) days from the date of the action giving rise to the dispute.

In the event the Parties fail to reach an agreement through informal conciliation or mediation, then the dispute may be submitted to judicial proceedings before a court of competent jurisdiction of any court exclusively in the State of Florida located in Miami-Dade County.

The Parties agree that should any claim, action, or litigation in court be instituted by either party against the other to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses related to litigation including but not limited to reasonable attorneys' fees and costs (including at the appellate level).

### **Governing Law**

These Terms and Conditions shall be governed by the laws of State of Florida without regard to its conflict of law principles.

### **Force Majeure**

CIO shall not be liable for any failure to perform hereunder caused by any cause beyond COI's control, including without limitation fire, earthquake, flood, hurricane, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, terrorism, government action, act of public enemy, embargo, war, act of God or law, except as expressly provided herein to the contrary.

### **Communications**

Visiting <http://cubaoutdoors.com> or sending emails to COI constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Liability Disclaimer**

COI its officers, directors, employees, agents, affiliates, assigns, and third parties (together "COI"), does not own or operate any property or entity which is to or does provide goods or services for your trip and make no representations about the suitability, reliability, availability, timeliness, and safety of the good or services. COI purchases transportation, lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. COI is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, COI is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of

any transportation mechanism to arrive or depart on time. Furthermore, participation in any activities including, but not limited to, any excursions involving animals, riding on animals, SCUBA diving, snorkeling, hunting, fishing, whitewater and rafting, carry inherent risk of serious illness, injury or death ("Activities").

### **Travel Advisories and Warnings of the US Department of State**

Travelers are responsible to be informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at [travel.state.gov](http://travel.state.gov) or by phone from the US or Canada at 888-407-4747 or from overseas at +1 202-501-4444. In the event of an active State Department Travel Warning against travel to the specific destination of the trip, should the traveler still choose to travel, notwithstanding any travel advisory or warning, the traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

### **Release**

You, the Traveler, fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you because of participating in any Activities and agree to release COI from any liability whatsoever related thereto. As such to the maximum extent permitted by applicable law, in no event shall COI be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of consortium, or life arising out of or in any way connected with Activities whether based on contract, tort, negligence, strict liability or otherwise, even if COI has been advised of the possibility of damages.

### **Contact Us**

COI welcomes your questions or comments regarding the Terms:

Email Address:

[info@cubaoutdoors.com](mailto:info@cubaoutdoors.com)

Telephone number:

844-446-2282

Effective as of July 03, 2017