



## **A CACHETE ADVENTURES CONTRACT FOR GUIDED ATV/UTV TOURS**

This agreement made between A CACHETE ADVENTURES SRL, and Guest (herein referred to as "Participant or Releaser").

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES MADE THE AGREEMENTS, WAVERS AND RELEASES ALL AS SET FORTH BELOW.**

**SECTION 1. Guided Tour:** A CACHETE ADVENTURES agrees to provide a guided ATV/UTV tour to Participant and provide the ATV's/UTV, guide and basic riding equipment during the hour/day period of the guided tour.

**SECTION 2. Attire:** Costa Rica is a vast region consisting of a range of topography, geography and weather. Participant is responsible to furnish and wear appropriate attire to accommodate any weather condition. Suggested attire includes closed-toed shoes, as well as rain gear during rainy season.

**SECTION 3. Health/Medical Condition:** All Health and medical conditions of the participant must be disclosed prior to the tour. A CACHETE ADVENTURES reserves the right to terminate or suspend participation of the participant where such health or medical conditions presents an unreasonably greater risk of further injury or where further participation would disrupt the tour or require greater supervision or care by A CACHETE ADVENTURES.

**SECTION 4. Non-Participation:** Each Participant and parent guardian understand and agree that the participant shall not participate in any activity where the participant is not physically or mentally able to participate without an unreasonably greater risk of injury and shall notify A CACHETE ADVENTURES accordingly in a timely manner.

**SECTION 5.** Parents/guardians will be responsible for minor children at all times. Parent/guardian warrants and acknowledges that they shall take sole responsibility to ensure that minor shall abide by the rules of this contract. Any parent/guardian who does not abide by the rules of this contract will be immediately terminated from the tour with no refund for their separate party in its entirety.

**SECTION 6. Flora, Fauna, Reptiles, and Insects:** Participant and parent/guardian acknowledge that a diverse variety of flora, fauna, reptiles and insect life exists in the region, some or all of which may not be familiar to the participant. All flora, fauna, reptiles and insects should be treated with the upmost care and respect. Insects pose risks of cuts, scrapes, bites, stings, odors, scents and other hazards which may pose risk of injury and even death.

**SECTION 7. Damage to Equipment:** Participants assume full financial responsibility for damages to the equipment while under control of the participant. Equipment includes but is not limited to: ATV's, UTV's or any other equipment used in conjunction with the tour.

"Misuse of equipment" fee is \$100.00 and may be assessed if participant or minors in that party are not riding as instructed by the guide. One warning will be issued and the guide may cancel the tour or charge the fee after the first warning. No refunds will be issued on tours that are cancelled for irresponsible driving by a participant.

Participant authorizes the credit card imprinted to be charge for the "misuse of equipment" fee as well as for damage to the equipment.

If Participant decides to contest the credit card charges for damages, or "misuse of equipment" fees, the Participant agrees to pay for all collection efforts and fees that are required to recovery payment for damage or misuse.

In the case of an accident, a basic assessment of the damage will be done within 24 hours of the incident, if it is deemed reasonable that the damage repair will not exceed \$1000 then we will complete a full estimate of the repairs and notify you of the amount before charging the credit card on file. If it is deemed reasonable that the damage repair will exceed \$1000 **THEN WE WILL IMMEDIATELY CHARGE THE CREDIT CARD ON FILE FOR \$1000.** We will then complete a detailed estimate of the damages and notify you of the remaining balance owed.

**SECTION 8. Personal Property:** The Participants shall be responsible for all personal property brought by them on the tour. A CACHETE ADVENTURES its agents, employees and owners are not responsible for lost, stolen or damaged property.

**SECTION 9. Warranty of Responsibilities:** Parent and guardians warrant they are legally responsible for the minor of which they are the primary caretakers. The signature of either parent or guardian shall be sufficient to bind both to this Agreement. The parent or guardian signing this agreement warrants the same is done for and on behalf of both parents or guardian. Parents/guardians warrant each will comply with and be bound by the provisions set forth herein. The guardian warrants having been authorized by a court with appropriate jurisdiction and agrees to produce a certified copy of Letters of Guardianship if requested.

**SECTION 10. Emergency Attention:** In the event of injury to participant, A CACHETE ADVENTURES will attempt to contact a parent or guardian, health care provider, doctor or other health care provider or emergency medical team or person as the circumstances may dictate. The participant and parent/guardian shall pay all such emergency medical services whether or not covered by insurance.

**SECTION 11. Alteration:** A CACHETE ADVENTURES reserves the right to withdraw, cancel or alter any trip as necessary. Further, A CACHETE ADVENTURES reserves the right to refuse services to any person at any time if in A CACHETE ADVENTURES's absolute discretion it is deemed an appropriate action.

**SECTION 12. Concession:** Participant understands that A CACHETE ADVENTURES is a privately owned concession.

**SECTION 13. Entire Agreement:** There are no representations or warranties express or implied, except those specifically and expressly set forth in this agreement. This is the entire agreement between the parties and supersedes and cancels all prior negotiations,

representations, understanding or agreements made, assumed or acknowledged between them. There are no verbal understanding modifying or affecting performance of this agreement. This agreement cannot be changed, altered, modified, or amended except in writing signed by all parties. Use of paragraph headings does not limit the scope or meaning of said paragraph and are for ease of reference only. Reference made to the singular includes the plural and references to one gender includes all other genders when applicable or as the context requires. If a court finds any provision of this agreement unenforceable as matter of law, the remainder of the agreement shall remain in force to the fullest extent permissible by law.

**SECTION 14. Legal Action:** Legal action commenced under this agreement shall take place in SAN JOSE, COSTA RICA. The prevailing party to any such legal action shall be entitled to costs and attorney fees against the losing party.

### **Use of Media Release**

I hereby authorize A CACHETE ADVENTURES, to publish photographs/videos/ and other media taken of me and/or my minor child accompanying me on my tour, and our name and likeness, for use in the A CACHETE ADVENTURES print, online and video-based marketing materials, as well as other A CACHETE ADVENTURES publications.

I hereby release and hold harmless A CACHETE ADVENTURES from any reasonable expectation of privacy or confidentiality for myself and for my minor child and children associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child or children accompanying me and/or that I have full authority to consent and authorize A CACHETE ADVENTURES to use their likenesses.

I further acknowledge that my participation is voluntary and that neither I nor any minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other A CACHETE ADVENTURES publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.

I hereby release A CACHETE ADVENTURES, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

**DATE OF AGREEMENT** \_\_\_\_\_

PRINT NAME	SIGNATURE
PRINT NAME	SIGNATURE
PRINT NAME	SIGNATURE

