



Amazon Xtreme Fishing Adventures, LLC

“Amazon Peacock Bass Fishing – An Adventure of a Lifetime!”

REMIT ALL ORIGINAL SIGNED FORMS TO:

P.O Box 294393 • Lewisville, TX 75029 • USA • 1-(469) 995-5351

AmazonXtremeFishing.com • Info@AmazonXtremeFishing.com

DESTINATION: Amazon Yachts • Rio Negro Lodge • Headwater Camp • AXF Adventure I • AXF Mission Outreach • AXF Jungle Eco-Tour

“Please, Print CLEARLY & Fill in all that apply otherwise state N/A”

REFERRED BY: _____ TRIP START DATES: _____

✓ Name you go by if different from passport: _____

✓ Full Name (AS IT APPEARS ON YOUR PASSPORT): _____

✓ Address _____ City _____

✓ State _____ Zip _____ how did you hear about AXF? _____

✓ Home Phone: (_____) _____ Work Phone: (_____) _____ Mobile: (_____) _____

✓ Fax: (_____) _____ Email: _____

✓ Date of Birth: _____ Occupation: _____

✓ Nationality: _____ Passport Number: _____ Expiration date: _____

✓ Do You Have a **Brazilian Tourist Visa**? YES NO If yes, Expiration Date: _____

✓ In Case of Emergency, what medications are you taking? _____

✓ List Any/All Allergies: _____ **Bee Sting Allergies?** _____

✓ Do you have any special dietary requirements? _____

✓ IN CASE OF EMERGENCY, NOTIFY: _____ Relationship: _____

✓ Address: _____ Best Phone #: _____

PERSONAL DATA: *T-Shirt Size: S M L XL 2XL 3XL *Weight (*Local Charter flights*): _____

***AIR TRANSPORTATION:**

I understand and agree that I **MUST** arrive in Manaus no later than the scheduled arrival time of our international carrier. Failure to be available next morning to catch the Charter Flight leaving the area will result in an extra cost to charter a separate flight to destination for which I agree to make full payment if I wish to continue. I understand that international or domestic flights to Manaus are my responsibility. [_____] (Initials)

***ACCOMMODATIONS: All Accommodations Are Double Occupancy, Single occupancy may be available.**

I am traveling alone: YES NO (*Please inform our office of any special needs you may have during your stay.*)

Roommate with (NAME), otherwise a random selection is made: _____

I have reserved and paid the \$1500 upgrade charge for (1) of the 2 **Yacht Master Suites**: YES NO

I have reserved and paid the \$2500 upgrade charge for (1) of the 2 **Lodge VIP Suites**: YES NO

Please provide your **Travel Insurance Co.** Name/Policy/Type (if any): _____

Emergency EVAC Medical Travelers Insurance Co. Name/Policy/Phone (if any) _____

PAYMENT: I am enclosing the amount of \$_____ per person as (check one): Deposit of \$50% p/p of selected trip reservation(s) (*Final Pmt. is DUE 90 days prior to trip*). OR Full payment if less than 90 day to trip.

RELEASE OF LIABILITY & ASSUMPTION OF RISK:

I have read, agree to and initialed the **TERMS AND CONDITIONS ON THE REVERSE**, especially noting the policy on cancellations and refunds stated per Amazon Xtreme Fishing’s reservation’s policy statement accompanying this application.

Signature: _____ Date: _____

TERMS AND CONDITIONS

1. ACCEPTANCE OF THE CONTRACT:

Upon purchase of the tour package from **AXF** or an authorized booking agency, the terms and conditions set forth herein become a binding contract between the purchaser and the operator (**Amazon Xtreme Fishing, LLC** which from this point will be referred to as "**AXF**"). Acceptance of this contract occurs when deposit is received by **AXF** at its office. Purchaser represents by tender of payment that the completed trip itinerary that was prepared for purchaser by **AXF** has been reviewed and that it meets purchaser's expectations and requests.

2. DEFINITIONS:

The angling tour package purchased by the purchaser from **AXF** consists of the "Trip Itinerary" prepared by **AXF** for pre-paid angling travel and associated services. The itinerary is the written travel schedule listing, scheduled daily activities, and travel services purchased. In the event of a difference between information contained within brochures, websites, magazines and that contained in the official itinerary prepared on **AXF** stationary, the language of the itinerary shall control. **AXF** is bound by only the terms and conditions contained in the itinerary it delivers to the purchaser.

a. Confirmation of Travel Arrangements.

Travel arrangements are not confirmed until **AXF** has received the required deposits and purchaser has received formal "Trip Confirmation Notice" from **AXF** that such deposits have been received.

b. Hotel/Lodge Accommodations.

It is anticipated that the hotel, houseboat and/or lodge accommodations shown in brochures, websites, and other trip literature, will be utilized; however, comparably classified accommodations may be substituted at the time the specific itinerary is prepared. Hotel and/or lodge accommodation classification standards used at the location involved do not necessarily refer to standards used at any other location.

c. Transfers

Transfer refers to transportation from one location to another, generally between airport and hotel and/or between hotel and the fishery, and unless otherwise stated on itinerary, refers to a seat in a bus, van, car plane or other vehicle. The provider of the service shall determine determination of the appropriateness of vehicle.

3. RESERVATIONS AND PAYMENT:

To reserve space on any angling package offered by **AXF**, a non-refundable deposit is required. This deposit will be **50% of trip cost** per participant on all trips, unless specifically stated otherwise. Early reservations are essential to guarantee your accommodations at the particular fishery on the date you wish to travel. Final payment is due 90 days prior to departure. Reservations made within 90 days of the departure require full payment, and possibly additional charges for expenses incurred due to special mailing, fax charges, etc. If this final installment is not paid when due, **AXF** reserves the right to treat the reservation as canceled. Deposit payment is via check, money order, and bank transfer only. Final payment can be also made via Visa or MC.

4. PARTICIPATION

Purchaser is responsible for selecting a trip appropriate to his or her health, physical abilities and interests. The enjoyment of the other tour members, and a refund of **recoverable** land tour

services, will be the limit of **AXF's** liability in this particular situation

5. PRICE OF THE PACKAGE:

The angling tour package price includes all the pre-paid travel services represented by the official written "Price List" provided to the purchaser.

A. All prices are accurate and available at the time of publication. Prices do not include airfare unless otherwise stated in the angling package itinerary.

B. Until full payment is received from purchaser, prices are subject to change, due to fluctuations in tariffs, fuel cost, exchange rates and other factors beyond **AXF's** control. If the group falls below the minimum passenger requirement, the trip is subject to change of dates, cancellation, or re-pricing and purchaser will be notified in writing.

C. **AXF** has no obligation to provide purchaser with any information concerning its costs in establishing the price of the tour package.

D. Price does not include charges for airfares, passports, visas, inoculations, liquor and alcoholic beverages, excess baggage charges, trip cancellation or interruption, accident and baggage insurance, or transportation not included in the itinerary, optional tours, items of a personal nature, tips to staff personnel, items not specifically listed as included and international airport departure taxes. If the above items are listed as included in the trip package price, consider them included.

6. CANCELLATION POLICY:

Once a reservation is made and deposits paid, there will be NO REFUNDS of any monies paid toward the designated trip. However, all monies paid LESS a \$1500 trip-rescheduling fee may be applied to the then current retail price for a future trip to the same location. The trip must be taken within 12 months from the date of original trip. Discounted or promotional trip rates are non-refundable. We highly suggest you purchase **TRIP INSURANCE** within 10-15 days after registering for a trip. In the event that you must cancel your trip due to illness, family crisis, or other emergency, this insurance reimburses you for non-refundable trip costs. This insurance also provides for limited accident and baggage coverage.

7. REFUNDS:

No refunds are given for any unused pre-paid services included in the angling tour package or any changes made in the itinerary while in-route, including changes in hotel accommodations, excursions, and transportation services.

8. IMAGES PHOTOS/VIDEO RIGHTS:

AXF reserves the right, and such right is hereby granted to **AXF** by the acceptance of these terms and conditions, to use any photographic/video images taken by clients or staff on this trip in any brochure, website or other promotional media on behalf of **AXF**, any operations it represents, and/or any associated companies.

9. CHANGES IN ITINERARY:

AXF reserves the right to:

A. Make changes or cancellations in services where such changes are made necessary by circumstances beyond **AXF's** control, including use of different modes of transportation, changing fishing locations, and substituting similar hotel accommodations for those designated in the itinerary.

B. Use of different modes of transportation, changing fishing locations, and substituting similar hotel accommodations for those designated in the itinerary.

C. Cancel any trip due to inadequate sign-up, which makes the trip economically unfeasible to operate. In such cases, a credit towards a replacement date for payments received by **AXF** for the trip is the limit of **AXF's** liability.

10. WARRANTY DISCLAIMER:

No guarantees or warranties, expressed or implied, are made that the tour package will meet all of the traveler's expectations, specifically regarding weather, water levels or fishing conditions.

11. AIRFARE CONSIDERATIONS:

AXF cannot be responsible for any part of the fishing package that might be missed because of cancellations, delays due to weather or mechanical problems of commercial airlines. **AXF** will make a reasonable effort to assist the Purchaser in transferring to the fishing destination, but Purchaser is responsible for any additional expenses incurred in making this transfer.

12. RELEASE:

AXF is the operator of certain fishing destinations in Brazil and as such will employ independent contractors to provide services including, but not limited to, Charter Air Flights, Hotel and Restaurant Accommodations, and Fishing Guide Services. Group organizers, travelers and tour participants, individually and jointly, release **AXF** from any and all liability and responsibility, known or unknown, present or future, for any and all loss, injury to person, damage to property, or accident, or which may be the result of any delay or change of itinerary, or irregularity connected with the tour package purchased, which is beyond its control, including but not limited to, acts of God, transportation problems, fire, machinery or equipment malfunction or failure, government actions, wars, terrorist activities, civil disturbances, labor disputes, riots, thefts, sickness, or weather, and which includes all expenses or damages, direct or consequential, claimed or sustained by group organizers, tour participants, or travelers, and waive **AXF** based on any claim of negligence by any of the suppliers of services included in the tour package. All baggage shall be carried at participant's own risk. Purchaser is solely responsible for obtaining necessary travel documents for the areas visited. This release is binding upon group organizers, tour participants, their representatives, heirs and assigns.

13. CHOICE OF LAW AND VENUE:

All questions of law in any action based upon any claim of breach of this agreement shall be determined in accordance with the laws of the Amazonas State in Brazil as existing at the time of such action. Any action brought by either party based on any claim arising under or as a result of this contract or based on the tour package of which it is a part, shall be brought in a court of competent jurisdiction in Manaus, Amazonas, Brazil.

CLIENT INITIALS: _____

Revised January 01, 2016