



# Caribbean Sky Tours

## Vacation Planning Service

### TERMS & CONDITIONS

Caribbean Sky Tours (CST) offers the Vacation Planning Service which is an excellent way to benefit from our local knowledge and local aviation information to provide you with a trip that meets your interests and avoid the pitfalls of planning a trip on the internet.

#### 1. VACATION PLANNING SERVICE

*What is Included in the Vacation Planning Service:*

- Telephone interview to review your preferences and to answer questions.
- Recommendations on destinations based on your requests, interests and aircraft limitations.
- Once the destinations are defined, a day by day itinerary defining location, hotel recommendations with contact information, restaurant recommendations and activities available at that destination.
- (On request) Coordinating transportation and activities where possible.
- 24 hour local number for travel assistance for the duration of your trip.
- Review of aircraft, pilot and passenger documents.
- Pre-travel flight planning consultation
- Recommendations on charts and Pilot Guides

*Not included in Vacation Planning Service nor in Optional Hotel Bookings:*

- Accommodations, ground transportation or any activities unless previously arranged with and billed by Caribbean Sky Tours
- Meals, alcoholic beverages, refreshments or room service
- Any tips or gratuities
- Customer's aircraft fuel and all related fees and expenses
- Personal Telephone calls
- Souvenirs
- Travel, medical or life insurance

#### 2. PRICING, BOOKING, TRIP MODIFICATION & CANCELLATION POLICY

The Vacation Planning Service fee is due after your teleconference call, before CST begins the preparation of your Trip Plan. The Vacation Planning Service fee is non-refundable and is not transferable.

After initial presentation of the Trip Plan, the client will have two more opportunities to make adjustments to the Trip Plan. CST has the right to determine what adjustments will be considered as acceptable modifications.

CST is not responsible for the loss of accommodations, meals and any other expenses already paid for by the client, or any additional costs for accommodations, meals or other expenses due to the client's inability to begin or complete the trip due to problems with the client's aircraft, client illness or any and all problems of any kind associated with the client.

If a trip that was planned by CST is modified or cancelled for any reason, including weather, strikes, civil unrest, government interference, airport closure, war, failure of a service provider, decision by the client or any cause that could make the trip illegal, inadvisable, inconvenient, unsafe or impossible, and CST has booked reservations for accommodations, transportation, activities and any other service on the client's behalf, the client will be entitled to refunds for those costs **based on each individual service provider's cancellation policy. The Vacation Planning Fee will be credited towards a future trip in the case of a cancellation due to force majeure.**

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### **3. TRAVEL & MEDICAL INSURANCE**

CST **highly recommends** that any person traveling internationally obtain travel insurance. Most insurance companies will offer package or comprehensive policies that include coverage for trip interruption, trip cancellation, medical emergencies, emergency medical transportation and travel accidents, among other things. Most package insurance policy rates range from 5 to 8 per cent of the total cost of the trip. Some companies offer "Cancel for Any Reason" policies available at an additional cost.

As with any contract, we recommend getting detailed information on the policy or policies that you are considering for purchase and to make sure you have read and understood what is included in the fine print.

CST also **strongly recommends** that participants verify that their medical insurance covers them on their trip and if it does not, that they obtain sufficient and satisfactory insurance for the entire time of their trip.

### **4. RESERVATION PROCEDURE**

To begin the Vacation Planning process, please follow the procedure outlined below. Terms & Conditions Form and Waiver of Liability Form must be signed by legal guardian of participants under 18 years of age. Please fill out all forms legibly, using block letters and FAX them to our Toll Free FAX number **1-888-632-3196**.

- Step 1: Complete, sign and FAX the following forms for planning to begin:
- Terms & Conditions Form (Pages 1 & 2)
  - Aircraft, Crew & Passenger Information Forms (Pages 3, 4 & 5). Make as many copies as necessary of pages 4 & 5 for the number of participants in your party.
  - Payment Form (Page 6)
  - Liability Waiver Form (one for each participant) (Pages 7, 8, 9)

Step 2: CST presents you with your Trip Plan and you can make adjustments to the Trip Plan. If requested, CST can book accommodations and selected activities on your behalf. Once finalized, CST will send you your final trip itinerary.

Step 3: Pre-travel flight planning consultation via teleconference between CST and pilot to review aeronautical procedures.

I have read, understand and agree to the Terms & Conditions of the Vacation Planning Service and am signing on behalf of myself and my guests/family/passengers from whom I have been given authority to sign.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

"MAKO LEASING COMPANY I, LLC DBA: CARIBBEAN SKY TOURS is registered with the State of Florida as a Seller of Travel. Registration No. ST36470."

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### **AIRCRAFT INFORMATION FORM**

	Aircraft registration (tail) number		
	Name and address of owner		
eAPIS	Name, address and country of operator		
eAPIS	Telephone of operator		
eAPIS	Email of operator		
eAPIS	CBP Decal number		
		Name	Telephone
eAPIS	24 Hour emergency contact		
	Aircraft make & model		
	Aircraft color/trim		
	Aircraft designator (e.g. C182, PA28)		
<b><u>Characteristics</u></b>			<b><u>Survival Equipment</u></b>
Equipment Designator (/U /A //G)			Number of life rafts aboard
Aircraft home base			Capacity of life rafts (people)
True Airspeed at cruise altitude ( <b>KTAS</b> )			Color of life rafts aboard
Preferred cruising altitude ( <b>FT</b> )			Number of life jackets aboard
Fuel on board ( <b>hours : minutes</b> )			Color of life jackets
<b>(1)</b> Cruise range with Fuel on board ( <b>NM</b> )			Other survival equipment e.g.PLB's, flares etc.
Maximum take-off gross weight ( <b>LBS</b> )			
Takeoff roll at sea level, 35°C at Max Take Off Gross Weight ( <b>FT</b> )			
Distance to clear 50ft obstacle at sea level 35°C Max Take Off Gross Weight ( <b>FT</b> )			

**(1)** Range assumes that you will still have 45 min. reserves left.

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# Caribbean Sky Tours

## Vacation Planning Service

### **Crew Information – complete one copy for EACH crew member**

If you have arranged for Caribbean Sky Tours to present your eAPIS submission, then you MUST provide ALL the information requested below. If Caribbean Sky Tours IS NOT submitting an eAPIS on your behalf, then it IS NOT necessary to complete those items denoted “eAPIS”.

### **Crew information**

eAPIS	Crew member status (e.g. pilot, copilot)	
	Name (first, middle, last)	
	Gender	
	Country of citizenship	
eAPIS	City and state of birth	
	Country of birth	
	Country of residence	
	Date of birth	
	Passport number	
	Passport country of issuance	
	Passport date of issue	
	Passport date of expiration	
	Pilot license number	
	Permanent address	
	Pilot contact telephone number	
	Pilot contact telephone number (cell)	
	Pilot contact e-mail address	
eAPIS	Address in the USA prior to departure from the USA (not permanent address)	
eAPIS	Address in the USA upon arrival in the USA from abroad (not permanent address)	

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### **Passenger information - Complete one copy for EACH passenger**

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### **Passenger information**

	Name (first, middle, last)	
eAPIS	Gender	
	Country of citizenship	
eAPIS	City and state of birth	
	Country of birth	
	Country of residence	
	Date of birth	
	Passport number	
	Passport country of issuance	
	Passport date of issue	
	Passport date of expiration	
	Permanent address	
	Passenger contact telephone number	
	Passenger cell phone number	
	Passenger contact e-mail address	
eAPIS	Address in the USA prior to departure from the USA (not permanent address)	
eAPIS	Address in the USA upon arrival in the USA from abroad (not permanent address)	

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### Payment Form

American Express

Visa

Mastercard

Name of Credit Card Holder

Credit Card Number

Billing Address

Expiration date:

Security Code:

I hereby authorize Mako Leasing Co. I, LLC DBA: Caribbean Sky Tours to charge my credit card above for the amount of: \_\_\_\_\_ for Vacation Planning Services.

Card Holder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Note: The Vacation Planning Service is a one time fee and is non-refundable and not transferable and subject to the Terms & Conditions of CST's Vacation Planning Service*

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### **WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made on the below-stated date, by and between Mako Leasing Company I, LLC, d/b/a Caribbean Sky Tours, and including all of its subsidiaries, members, directors, officers, employees, agents, independent contractors, heirs, representatives, successors and assigns (herein referred to as "CST,") and the undersigned user or prospective user (jointly and severally referred to as the "User" or "I" or "me" or "my,") of some or all of the information and/or services provided by and/or arranged and/or suggested by CST, which information and services include, but are not limited to, its Vacation Planning Service, and Aeronautical Planning Service, Fully Escorted Trips, Travel Emergency Hotline and its *Pilot's Guide to Mexico* (hereinafter individually and collectively referred to as the "Services").

WHEREAS, I intend to utilize the Services of CST and to participate as a pilot, passenger or other participant in certain travel to Mexico, Central America, South America, the Bahamas and the Caribbean, arranged by and/or suggested to me, the User, by CST (hereinafter referred to as the "Travel"); and

WHEREAS, I understand that in participating in the Travel, I may be exposed to certain risks, including the risks of injury or death to the me and/or others, and/or damage or destruction of the my property and/or the property of others;

In consideration of the CST's providing me with the Services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree that:

1. I understand and agree that travel to, from and within Mexico, Central America, South America, the Bahamas and the Caribbean and/or acting as a pilot, or being a passenger, in general aviation aircraft, will expose me to risks, both foreseen and unforeseen, which include the risks of injury or death to me and/or others, and/or damage or destruction to my property and/or the property of others. These risks include but are not limited to the risks of aircraft accidents, incidents and crashes, aircraft malfunctions, drowning, exposure, deep vein thrombosis, disease, parasites, molds, heatstroke, dehydration, insect bites, snake bites, stings, toxic plants and plants which cause allergic reactions, HIV/AIDS infection, dengue fever, malaria, cholera, typhoid fever, paratyphoid fever, polio, hepatitis, food poisoning, and other diseases and risks known or unknown.

2. I also understand that medical care and/or emergency response may be of a lower quality than that expected in the United States of America, or that even if the medical care and/or emergency response is of a similar quality, it may be difficult or impossible to receive medical care and/or emergency response in time for it to be effective to prevent my death, the death of others, my injury or the injury to others, the extent of my injury or the injury to others, or the damage of my property or the property of others.

3. With full knowledge and understanding of the foregoing, and with full understanding of the potential dangers and possible consequences of my use of the Services and the Travel, I hereby, of my own free will and without inducements, promises or statements, other than those contained in this Agreement, **EXPRESSLY ASSUME ALL RISKS OF ANY NATURE WHATSOEVER FOR ANY DEATH, INJURY OR OTHER DAMAGES** to myself, my property, and the person and the property of others, which may arise out of my involvement in the Travel, **I KNOW AND FULLY APPRECIATE THAT RELIANCE ON AND/OR USE OF THE SERVICES AND THE TRAVEL EXPOSE ME TO THE RISK OF**

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**PERSONAL INJURY AND EVEN DEATH. I FULLY APPRECIATE THE DANGERS AND VOLUNTARILY, EXPRESSLY, ASSUME THESE RISKS.**

4. For the valuable consideration stated in this Agreement, I do, for myself and for my heirs, representatives, assigns, successors, and administrators, **HEREBY EXPRESSLY RELEASE AND WAIVE ANY AND ALL CLAIMS** for negligence, gross negligence, and for any other cause of action whatsoever, which I may presently or hereafter have, against CST.

5. I agree never to institute any suit or action at law or otherwise against CST, or assist in the prosecution of any claim for damages or any cause of action which I may have by reason of injury to my person or any property, or my death, or injury, death or property damage of others, arising from my use or reliance on the Services. I further expressly agree that I will never raise any claim against CST for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of CST. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the Released Parties, nor shall they initiate or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or any property, or my death, arising from my use or reliance on the Services, whether caused by the negligence and/or fault, either active or passive, of CST, or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, that should any suit or action at law or otherwise be instituted in violation of this Agreement against CST, I agree that CST shall be entitled to recover, in addition to any other damages that may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

6. I hereby agree to defend, indemnify, save and hold harmless CST from any and all losses claims, actions or proceedings of every kind and character whatsoever, including but not limited to claims for compensation, consequential, punitive, and other damages, attorneys' fees and third parties, which may arise directly or indirectly as a result of my utilization of the Services and/or the Travel, whether resulting from the negligence, gross negligence, and/or fault, either active or passive, of CST, or from my own negligence, gross negligence and/or fault, either active or passive.

7. I certify that considering my lifestyle, the hazardous nature of general aviation, flying an aircraft to, from and within Mexico, Central America, South America, the Bahamas and the Caribbean and the Travel in which I am about to engage, and the manner in which I am supporting my dependents, if any, I have made adequate provisions for my spouse, if any, my heirs, if any and all other persons dependent upon me so that in the event of my death or injury they will suffer no financial loss for which I have not made adequate provisions.

8. I understand and agree that this Agreement is a legally binding contract. I have executed this Release of Liability and Waiver of my own free will. I further agree that should any court determine that any clause or provision of this contract is illegal or otherwise unenforceable, such determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

9. I understand and agree that this Agreement applies to all phases of my involvement in the use of the Services and my participation in the Travel, and I agree that **THIS DOCUMENT SHALL BE BROADLY CONSTRUED IN FAVOR OF CST AND AGAINST ME** and that any and all ambiguities shall

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be resolved in favor of any and all of CST.

10. I hereby agree and acknowledge that all of the terms and conditions of this Agreement and Waiver shall continue in full force and effect now and in the future at all times during which I utilize the Services or participate in the Travel and shall be binding upon my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf.

11. The procedural and substantive law of the State of Florida shall apply to any and all issues involving the construction, interpretation and validity of this Agreement, and Florida procedural and substantive law shall govern any dispute between the parties hereto arising from the activities covered by this Agreement. Any and all provisions of this Agreement to the contrary notwithstanding, if suit is brought against CST, I hereby explicitly waive my right to a jury trial and agree that the state courts of Miami-Dade County, Florida shall be the sole venue for any suitor action arising from the activities covered by this Agreement.

12. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter herein addressed, and all prior understandings and agreements, whether written or oral, between the parties hereto relating to the subject matter of this Agreement are merged in this Agreement or superseded hereby; provided further, however, that if I have executed, or in the future execute any other agreement or agreements containing provisions relating to the Travel, I agree that the agreement which provides the most protection from liability and/or suit to CST shall be deemed to be controlling. This Agreement shall not be amended, modified, or altered without the express, written, consent of all of the parties hereto.

**I HAVE CAREFULLY READ THIS ENTIRE WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE ("AGREEMENT") AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AM ENTERING INTO A BINDING CONTRACT, AND I AM THEREBY GIVING UP IMPORTANT LEGAL RIGHTS, AND IT IS MY INTENTION TO DO SO. I AM FURTHER AWARE THAT I SHOULD SEEK COMPETENT LEGAL COUNSEL PRIOR TO SIGNING THIS DOCUMENT, AND BY MY SIGNATURE BELOW, IN ADDITION TO AGREEING TO ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS DOCUMENT, I HAVE EITHER CONSULTED COMPETENT LEGAL COUNSEL, OR HAVE VOLUNTARILY CHOSEN NOT TO DO SO.**

**WITNESS MY HAND AND SEAL**

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

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