

# **TRIP TERMS & CONDITIONS**

Caribbean Sky Tours' (CST) Spring Beach Paradise Fly-In departs from Fort Lauderdale Executive Airport on March 9, 2014 and returns to Fort Lauderdale, FL on March 14, 2014. There will be a pre-flight briefing in the evening of March 8 in our hotel. The group will meet at the Banyan FBO terminal, Fort Lauderdale Executive airport at 8:00 am on March 9<sup>th</sup> for a final trip review and briefing.

### **1. ITINERARY**

### <u>Day 1 March 9</u>

Depart Fort Lauderdale Executive Airport and fly to the Stella Maris Airport (MYLS) to clear customs and immigration. We will provide ground transportation to the Cape Santa Maria Resort. After completing our check in we get to enjoy the rest of the afternoon at leisure. We reconvene for dinner at the hotel restaurant. *Included*: Dinner

### <u>Day 2 March 10</u>

Enjoy the hotel amenities and gorgeous beach, rent a hobie cat or go on a fishing tour. Enjoy this one-of-a-kind beach, voted one of the World's top 10 and one of the best beaches in the Bahamas. We will have a short pre-flight briefing to review the flight over to New Bight MYCB followed by dinner at the hotel restaurant. *Included*: Breakfast and Dinner

#### Day 3 March 11

After breakfast we will head back to the Stella Maris Airport and fly to the New Bight Airport (MYCB) on Cat Island. After checking in at Fernandez Bay Village Resort you may enjoy the rest of the afternoon at leisure. Those interested in exploring Staniel Cay (main attractions are Thunderball Grotto and swimming pigs) please advise CST staff to review corresponding flight and logistics. We will reconvene before dinner for appetizers at the beach bar followed by dinner at the resort's restaurant.

Included: Breakfast and Dinner

### Day 4 March 12

Enjoy the beautiful long stretch of beach and turquoise bay waters, do some kayaking and explore Cat Island. Visit the Hermitage on Mount Alvernia, the highest point in the Bahamas with a whopping 206 feet of elevation! Take the opportunity to enjoy a meal at a typical Bahamian island restaurant on the shores of Bennet's Harbour. For those interested in exploring other nearby islands on your own, we recommend an early departure right after breakfast. *Included*: Breakfast and Dinner

#### Day 5 March 13

Enjoy another special day in paradise at leisure doing what you enjoy the most. We will meet again at the beach bar before dinner to review the flight back to Fort Lauderdale and have dinner together at the hotel restaurant. *Included*: Breakfast and Dinner

### Day 6 March 14

Check out and transfer to the New Bight airport for our return to Fort Lauderdale Executive (KFXE) Airport. *Included*: Breakfast

### NOTE: Transportation from airport to hotels and hotels to airport, IS INCLUDED.

### 2. NAVIGATION INFORMATION

Our route will take us over water and life jackets are required for this trip. Life rafts and a GPS are strongly recommended for this trip and can be purchased or rented prior to your trip from a number of FBO's or Pilot Shops. Contact us for more information.



<u>Routes</u>		
Fort Lauderdale to Stella Maris	320 NM	
Stella Maris to New Bight	46 NM	
New Bight to Fort Lauderdale	297 NM	
Total distance:	663 NM	
Optional Tours		
New Bight to Staniel Cay	55 NM	
Airports of landing	ICAO Identifier	Runway length
Airports of landing Ft. Lauderdale Executive	ICAO Identifier KFXE	<u>Runway length</u> 6,001 FT
Ft. Lauderdale Executive	KFXE	6,001 FT
Ft. Lauderdale Executive Stella Maris	KFXE MYLS	6,001 FT 4,000 FT

### 3. PRICING

### <u>Normal Price:</u> \$ 395 Airplane registration \$ 1, 750 per person, double occupancy Cost per additional person or for single occupancy available upon request



Cost per additional person or for single occupancy available upon request

Prices are for double occupancy and include all applicable taxes and service charges. Rates are based on TWO (2) people sharing a room with a private bath or shower. If allowed by the accommodation supplier, additional persons may stay in the room, provided they pay applicable supplemental expenses for accommodations, meals, transportation and activities.

### Items Included in price

- CST staff present at all airport arrivals and group activities
- Assistance in preparing and filing flight plans, immigration forms, customs forms, entry permit
- WAC Charts CH-25 and CJ-26
- Lodging in the Bahamas
- Meals in the Bahamas, as specified in itinerary
- Transportation between airport and hotel
- Most tips and gratuities (unless otherwise specified)

### Generally not included

- Tips for maid service and bell boys
- Room service
- Alcoholic beverages



### Not included

- Customer's aircraft fuel, landing fees, ramp fees and related aircraft operating costs
- Telephone calls
- Souvenirs
- Additional gratuities, beverages or meals not specified in the itinerary
- Travel, medical or life insurance
- Optional excursions
- Any other items not specifically mentioned as included

### 4. BOOKING & CANCELLATION POLICY

Airplane registration fee and a 50% deposit of the balance of the trip cost are due at the time of booking to reserve your place on the trip. Full payment is due 30 days prior to the trip. Payments may be made by check or credit card. Cancellations for any reason are subject to the following:

- Cancellations that occur more than 30 days prior to the trip are fully refundable except for the Airplane Registration Fee.
- If cancellation occurs 21 to 30 days before the date of the trip, CST will retain 25% of the cost of the trip and the Airplane Registration Fee.
- If cancellation occurs 15 to 20 days prior to the date of the trip, CST will retain 50% of the cost of the trip and the Airplane Registration Fee.
- If cancellation occurs 7 to 14 days prior to the date of the trip, CST will retain 75% of the cost of the trip and the Airplane Registration Fee.
- Cancellation made 6 days or less prior to the date of the trip are non-refundable.

### 5. MEDICAL INSURANCE

CST **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.

### 6. MODIFICATIONS, CANCELLATIONS OF TRIPS

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. CST is not an agent of any of the third-party providers providing accommodations, meals or other services in furtherance of this trip.

CST reserves the right to make changes to the trip itinerary, shorten the trip, or cancel the trip altogether due to weather, strikes, civil unrest, government interference, airport closure, war or any cause that could make the trip illegal, inadvisable, unsafe or impossible. In addition, CST may shorten or modify a trip due to the failure of a provider or providers to provide accommodations or activities. **Any expenses related to these changes will be the sole responsibility of the client.** If a trip is shortened, or cancelled, by causes beyond CST's control (war, flood, civil unrest, force of nature, etc.), clients will be refunded whatever monies are refunded by suppliers of accommodations, meals and activities, based upon each supplier's cancellation policies. If a trip is cancelled due to an insufficient number of participants, CST will refund the full deposit paid by each client.

CST has the right to remove a participant from the trip due to illness, illegal or incompatible behavior. If removed, the client will only be due a refund per CST's cancellation policy.

### 7. SIGN-UP PROCEDURE

To sign-up for this trip, you must correctly complete and submit the appropriate forms and your deposit. Terms & Conditions Form and Waiver of Liability Form must be signed by legal guardian of participants under 18 years of age. The information requested on the forms is also required in order for us to aid you in preparing all of the necessary aviation, immigration and customs forms. Please fill out all forms legibly, using block letters. You must



FAX the following completed and signed documents to our Toll Free FAX number 1-888-632-3196, or mail them to 6303 Blue Lagoon Drive, STE 400, Miami, FL 33126. You reservation will not be accepted until ALL documents have been properly completed and submitted and your deposit has been received, at which time a confirmation will be sent to you.

The following documents and forms must be completed and submitted:

- Terms & Conditions Form
- Aircraft Information Form
- Crew & Passenger Information Form
- Payment Form
- Liability Waiver Form (one for each participant)
- Aircraft Registration
- Aircraft Airworthiness Certificate
- Pilot's License
- Medical certificate
- Passport photo page of each participant

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

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."



# **Spring Beach Paradise**

March 9-14, 2014 Departing from Fort Lauderdale, Florida

# **Aircraft information**

Item	Information
Aircraft registration (tail) number	
Aircraft make & model	
Aircraft color and trim	
Aircraft designator (e.g. C182, C510, LJ31, BE58)	
Maximum Takeoff Gross Weight (lbs)	
Aircraft navigation equipment (RNAV, GPS, VOR/DME etc.)	
Preferred cruise altitude	
True Airspeed (TAS) at cruise	
Maximum leg lengths in NM	
Life jackets (number / color / lighted / fluorescein)	
Life raft (Capacity / covered [Y/N] / color)	
Aircraft home base	
CBP Decal number	
Name of operator	
Address and country of operator	
Telephone of operator	
Email of operator	

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### Tail number

# Complete one copy for EACH crew member

# **Crew information**

Crew member status (e.g. pilot, copilot)	
Name (first, middle, last)	
Gender	
Country of citizenship	
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	
Address in the USA prior to departure from the USA (for non- USA citizens)	
Address in the USA upon arrival in the USA from abroad (for non-USA citizens)	



### Tail number

Complete one copy for EACH passenger

# **Passenger information**

Name (first, middle, last)	
Gender	
Country of citizenship	
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	
Address in the USA prior to departure from the USA (for non- USA citizens)	
Address in the USA upon arrival in the USA from abroad (for non-USA citizens)	

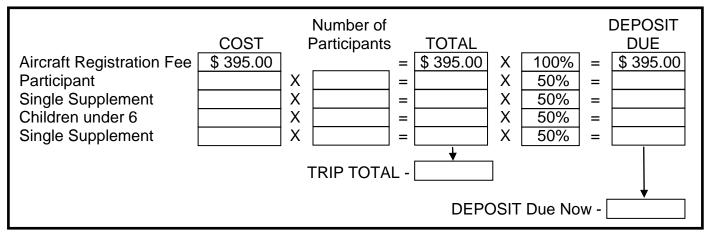
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# **Spring Beach Paradise**

March 9-14, 2014 Departing from Fort Lauderdale, Florida

# TRIP PAYMENT FORM



Payment for the trip can be made by check or credit card. If paying with a check, please make check payable to Mako Leasing Company I, LLC and mail it to **6303 Blue Lagoon Drive**, **Ste. 400, Miami, FL 33126**. If paying by credit card, please complete the information below.

Credit Card Information:	American Express	Visa	Mastercard
Name of Credit Card Holder			
Credit Card Number			
Expiration date:			
Security Code:			

I hereby authorize Mako Leasing Co. I, LLC DBA: Caribbean Sky Tours to charge my credit card for the amount shown as DEPOSIT Due Now and then to charge the remaining balance amount 30 days prior to the date of the trip:

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

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



# 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 Fully Escorted Trips, Vacation Planning Service, Aeronautical Planning and Handling Services, its Travel Emergency Hotline, and its *Pilot Guide to Mexico (h*ereinafter 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, 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, the 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, Bahamas, Central and South America, the Caribbean and other foreign countries 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 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** 

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Waiver & Release of Liability Form



**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, the Bahamas, Central and South America, the Caribbean and other foreign countries, 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 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 Toll Free TEL 1-866-420-9265 / Toll Free FAX 1-888-632-3196 / info@caribbeanskytours.com

### Waiver & Release of Liability Form



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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