

## SERVICE AGREEMENT

### EFFECTIVE DATE

This Service Agreement was last updated on December 28, 2013.

### PREAMBLE

This Service Agreement is a legal contract between you and Adobe Travel, LLC d/b/a Los Gauchos Outfitters.

### DEFINITIONS

In this document, the following terms will often, but not always, commence with a capital letter, indicating that they are defined in this section. If you have any doubt whatsoever as to the meaning of any definition(s), or any other content in any document and/or agreement that requires your acceptance and/or signature, you agree to contact us for clarification. If you do not understand the definition(s), discontinue your use of the Site immediately and contact us at 214-295-5281. [click here to logoff](#).

**"Content"** means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site. "Content" also includes Marks and Products and Services.

**"Mark"** means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.

**"LG"** or **"we"** or **"us"** **"our"** refer to Adobe Travel, LLC d/b/a Los Gauchos Outfitters.

**"Products and Services"** means all services and products provided by us: hunting trips, fishing trips, combination hunting and fishing trips "Cast and Blast", hotel accommodation, ground transportation, marine transportation, tours, theater tickets, attractions, travel insurance, and other tours and items available through the Site.

**"Provider"** , **"Providers"** , **"Supplier"** , **"Suppliers"** means Adobe Travel, LLC d/b/a Los Gauchos Outfitters' licensors, suppliers, lodge owners, contractors, agents, agencies, information providers, hunting guides, fishing guides, hunting lodges, fishing lodges, transportation companies and travel and leisure service providers.

**"Charters"** refers to any person, company, corporation, agent, contractor, sub-agent, assign, or subcontractor providing transportation air, ground, marine, or other during the Client(s) trip.

**"Book"** **"Books"** means to reserve and/or make a firm reservation with a monetary payment to us.

The terms **"Site," "Marks," "Content,"** and **"Products and Services"** do not include the sites, marks, content, products or services that are provided by third parties, and that are available through a link from the Site. Their use is subject to the terms set forth by their respective owners or operations, on the third party's Web site.

**"Site" "The Site" and "This Site"** means this Web site and any respective sub sites and satellite web sites, together with the respective Content, Marks, Products and Services available from this Site and any sub sites.

**"Terms and Conditions", "Terms", and "Terms of Use" and "Agreement" are the same, and are used interchangeably and refer to these Terms and Conditions which constitutes a binding contract between you and us.**

**"Materials" refers to any illustrations, graphics, and images.**

**"Travel Insurance", "MEDEVAC Medical / Evacuation" "Trip Cancellation Insurance" refers to any type of insurance the Client chooses to protect him or herself, medically or otherwise in an attempt to protect him or herself from loss. Travel insurance is helpful, but it is no guarantee that you will be completely protected from all loss or any specific type of loss or dollar amount.**

**"Statement"** refers to the controlling document detailing the particular items and costs of Land Package and any Additional Items, if applicable.

**"Statement", "Deposit Statement", and "Final Payment Statement"** refers to the PDF file that includes the particular details of your trip, including all land package prices.

**"Land Package"** refers to the items included on your Statement.

**"Trip" and "Trips" refers to any hunting trip, fishing trip, or any other tour or excursion offered and/or operated by the Providers.**

**"You", "Your", "Yours", "Client", "Clients", "Client(s)", and "customer"** refers to the person or persons visiting the Website and/or booking a non-refundable hunting and/or fishing trip or tour through us on this Website, in person, over the telephone, or by any other means, including any minors traveling with you, whether they are members of your family or not.

## **ELECTRONIC SIGNATURE DISCLOSURES**

LG and the Provider(s) do our part to protect the environment and lower the cost of doing business with you. With respect to paper documents, contracts, and agreements, including this Agreement, we estimate that we save over \$1,000 per year in paper and ink alone. These savings are passed on to our customers. We accomplish this by using a secure verifiable electronic signature system on this website, or linked to or from this website (as applicable) which allows our clients to sign all of our required agreements: this SERVICE AGREEMENT, RELEASE AND WAIVER OF LIABILITY, and to certify that you have read, understood, and accepted to be bound by the TERMS AND CONDITIONS and PRIVACY POLICY located on the [www.losgauchos.com](http://www.losgauchos.com) website. We also use digital technology to collect other important client data that we will need from you before you to participate in any activity. The additional required information will include such data as your passport information, emergency contact information, special dietary needs, and any important medical information. By participating in the electronic signature process and submitting your other client data electronically, you will save time. In the past one had to mail or fax all Agreements and client data, which was time consuming and costly.

Below you will find an example of the Electronic Signature Disclosure that you will find on our secure portal once you decide that you are ready to book your trip by signing and executing this contract, as well as certify your acceptance and agreement with the foregoing terms and conditions and privacy policy with LG and the Providers:

When you book a trip with LG and/or the Providers, you will be required to sign this SERVICE AGREEMENT, RELEASE AND

WAIVER OF LIABILITY, and the TERMS AND CONDITIONS and PRIVACY POLICY located on the [www.losgauchos.com](http://www.losgauchos.com) website because the foregoing terms and conditions, and Agreements constitutes a valid, binding contract between you and Adobe Travel LLC d/b/a Los Gauchos Outfitters, a Texas Limited Liability Company. You are about to sign a legally binding contract using an electronic signature on behalf of yourself and with respect to as indicated on the form. All representations, obligations, commitments and undertakings made by you are made by you individually and (if applicable) on behalf of any other travelers you are depositing for and/or making final payments for, including any and all minors traveling with you. In this transaction, you are requesting to reserve a trip by making a non-refundable deposit and/or to pay the balance of your final trip payment, or to pay the entire balance in full, all of which are non-refundable payments. By continuing below, you agree and consent to use this electronic signature process in order to sign this SERVICE AGREEMENT, RELEASE AND WAIVER OF LIABILITY, and the TERMS AND CONDITIONS and PRIVACY POLICY located on the [www.losgauchos.com](http://www.losgauchos.com) website, indicating that you have read, understood, and accept to be bound by all of the foregoing agreements, releases and waivers of liability, and terms and conditions without qualification, limitation, or exclusion. Federal legislation enacted in 2000, known as the Electronic Signatures in Global and International Commerce Act (ESGICA), removed all uncertainty surrounding electronic contracts and electronic signatures, stating that they are just as legal and enforceable as traditional paper contracts signed in ink.

You represent and warrant that you are at least 18 years of age and have the legal capacity to enter into this agreement in the jurisdiction in which you access and enter this agreement. By agreeing and choosing to sign your signature electronically, you agree that you are willing to be legally bound into a contract by using an electronic signature in lieu of a paper-based signature. Furthermore, you understand, agree, and accept that your electronic signature is just like signing a piece of paper and your agreement using this process is legally binding in the United States and in other countries. You further agree not to electronically sign a contract, agreement, and/or policy without reading it thoroughly and completely first and foremost, thus demonstrating that you are able to access the electronic information contained therein. Finally, you are not required to sign electronically, you may opt out. If you prefer not to do so, check the "I prefer to manually sign these terms and conditions" box and complete the paper documents instead. If you opt out of signing electronically, your physical signature will be required.

**Your signature on this agreement, whether electronic or on paper, constitutes an irrevocable waiver of any claim that you did not read, understand, accept and agree to be bound by the terms of this Service Agreement, the Release and Waiver of Liability, and the Terms and Conditions and Privacy Policy. The Terms and Conditions and Privacy Policy can only be found on the losgauchos.com website. Do not sign this contract until you have read, understood, accepted, and agreed to be bound by both the Terms and Conditions and the Privacy Policy.**

## REQUIRED DOCUMENTATION

Only a valid Passport is required for U.S. citizens traveling to Peru, Argentina or Uruguay do not need to apply for a visa at the time of this writing. Only a valid Passport is required for US citizens. Note: Please check the expiration date on your passport. The passport must not expire sooner than six months from the date that you enter the foreign country (your arrival date in South America). LG and the Providers shall not be liable for any delays, damages and/or losses, including any missed portions of the trip due to improper, stolen, or lost travel documentation.

**IMPORTANT CAVEAT:** travelers clearing customs in Argentina for any reason, scheduled or unscheduled, will be required to pay a reciprocity fee. The reciprocity fee is a new fee brought forth in 2009 by the government of Argentina. These fees have been put in place to match the same fee imposed by the U.S government for Argentine visas. The fee is approximately \$131.00 USD, but is

subject to change at any time without notice. LG and the Providers will make every effort to keep you informed of any changes, but we are not responsible for providing updates concerning the reciprocity fee to our customers, nor shall LG be held liable for any reciprocity fee assessed to the Client(s). At the time of this writing the fee can be paid in cash, by traveler's check, or with a Master Card or Visa credit card, however acceptable payment forms could change at any time, without notice. At the time of this writing, this fee permits multiple entries into Argentina for ten years in accordance with US visa reciprocity. Citizens of Canada and Australia will also be charged a fee, as well as some other countries, therefore you should always check with the Argentine consulate to determine the fees and procedures that you will be subject to if you are not a U.S. citizen.

## TRIP PRICING

All prices advertised on this website and/or any satellite website owned by LG, or anywhere else, are subject to change at any time for any reason, without notice to you. Any sales, promotions, or specific offers are limited, and include an expiration date or deadline. Any sale, incentive, or promotion can be discontinued at any time, at our discretion, prior to the customer's booking-defined by LG as full payment having been received. Such offers should always be considered limited in nature, and no permanent sales or offers should be implied. Furthermore, by company policy and standard operating procedure, LG and The Providers do not engage in oral contracts of any kind, only written ones requiring agreement and acceptance with the client's signature. Therefore, no oral agreements pertaining to trip fees, shotgun shells, transportation, or any other kind of activity entered into by the Client, will be honored. No exceptions will be made, or should be inferred, Pursuant to the paragraph above, your payment of any Statement shall serve as the controlling document for all monies that the customer shall be responsible for paying, including but not limited to special and/or promotions of any kind.

## DEPOSIT STATEMENT

Your Deposit Statement is an invoice specifying the trip that you intend to purchase with your non-refundable down payment, also called a deposit. All deposits are non-refundable. It will include, at a minimum: your name, the trip description (lodge / outfitter(s)), the amount of the deposit required for the Provider to hold/reserve your requested group size and dates of arrival and departure, and the cost and description of other products and services that are included / not included in the Land Package. All trips are available on a first come, first served basis. Until your deposit is paid to LG in full, no trip dates or reservations will be held or reserved for you by the Providers, and are subject to being purchased by other parties. No prior communication by you with LG or the Providers, by email, telephone, or otherwise, shall obligate the Providers to hold any specific dates, slots, or group size requests for you. Once again, the amount of the deposit required to make a reservation will be listed on your Deposit Statement.

## FINAL PAYMENT STATEMENT

Your Final Payment to LG constitutes the conclusion of our services to you. As a courtesy, we will make every effort to assist you during any portion of your trip; however, you

agree to relieve us from any requirement or official responsibility to do so at 11:59 PM the day before your trip begins.

## DEPOSIT AND CANCELLATION POLICY

Any sample itinerary communicated to you in any form from LG, whether the itinerary contains sample dates or not, does not guarantee that any portion of the itinerary is available, or will be available in the future. Furthermore, any prices mentioned in the communication of a sample itinerary, regardless of how recent, are not binding, and are subject to change at any time without notice to you. A Deposit Statement paid in full is your only confirmation of any specific dates, prices, and group sizes. No exceptions will be made, or should be implied.

A deposit in the amount specified by your deposit Statement or Final Payment Statement of the land package books your reservation for the Trip. Without paying the required deposit or making the Final Payment in full, the Providers cannot and will not hold your dates, or guarantee that you will be accommodated in any way, regardless of any previous communication with LG by any means. The dates of arrival and departure will be included on your Statement. A deposit for each member of the group is required, including minors. If you are depositing or paying for other members of your party, including minors, the amount that you deposit for those other members is also non-refundable. Please specify their names in the appropriate fields on the Credit Card Authorization Form. If you are acting as the group leader, please send the names and contact information of all members traveling with you to LG so that we can contact them concerning these terms and conditions, and Release and Waiver of Liability. Once the client pays the deposit and books a reservation for the Provider to hold space for the Client, there is absolutely no refund, credit, or reimbursement of any deposit or any final payment for any trip. No exceptions will be made, or should be implied. For this reason, we highly recommend that the client purchase travel insurance in order to attempt to protect him or herself against financial loss and or medical emergency. Contact our office or your licensed insurance agent for information on how to purchase travel insurance.

Final payment for your trip is due in LG's office no later than 60 days before the first day the trip based on the originally scheduled dates booked on your Deposit Statement. Any trip booked within 90 days of the first day of arrival is required to be paid in full, or no reservation can be held or guaranteed. Under no circumstances will Final Payments be able to be paid upon arrival with the Providers. Any client who departs for the trip without having paid the final payment in full will not be permitted to participate in any Activity.

## CLIENT RESPONSIBILITY

You should consult with your physician in order to make sure that you are healthy enough to participate in any hunting and/or fishing trip ,since some strenuous activity could be necessary, including but not limited to: brisk walking during upland hunting, wading through mud and water to and from a hunting blind, and simply the physical stress and toll that high-volume shooting takes on the body. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree you will not use the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such a condition poses a direct threat to the health or safety of yourself and others and agree you will use the facilities in accordance with all applicable public health requirements. It is your responsibility to consult with your physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. The Provider and/or the Provider's staff reserves the right, however, to make the final determination in this regard. Furthermore, you agree not to participate in any Activity if you are not feeling sick, are ill, or have any abnormal symptoms, irritation, or pain.

## AIRFARES

Due to the volatility of airfares in recent years we do not include any airfare of any kind into the prices of trips and/or trip packages, unless specifically mentioned otherwise on your Statement. If we were to buy advance tickets for our customers in the current airline market, what would most likely happen would be that the customer, or our company, would end up paying too much. We regret any inconvenience this may cause in making your travel plans. However, we routinely assist our customers with any needed travel arrangements, free of charge. Feel free to call us at any time with questions and/or concerns regarding your air travel needs.

## TRAVEL INSURANCE – MEDEVAC (MEDICAL EVACUATION)

Travel Insurance offers the client(s) protection in case unexpected events force a cancellation. However, the benefits of Travel Insurance do not end there. All policies differ, however, most policies provide protection including but not limited to cancelled and/or delayed flights for any reason, missed connections, lost and/or damaged luggage, and some provide an option for health benefits and MEDEVAC (medical airlift) as a part of the policy or as a rider. We highly recommend that all Client(s) purchase travel insurance with medical benefits. Although we do not specifically recommend or endorse any particular company, many of our clients have purchased MEDEVAC through companies such as MedJet Assist [www.medjetassist.com](http://www.medjetassist.com). Any customer who chooses not buy Travel Insurance (meaning that he or she elects to self-insure against travel interruption and/or unforeseen circumstances) agrees to do so at his or her own risk, and contrary to the advice suggested by LG and the Provider(s). Please call LG at 214-295-5281 for assistance with insurance enrollment and information that can potentially protect you from financial loss in the event of unforeseen circumstances.

## STATEMENT

Your Statement is one of the most important documents that you will receive from us. Depending on when you book your trip, you may receive two Statements from LG. If you intend to book a reservation (make a non-refundable deposit to reserve and hold space in the Activity) greater than 60 days in advance, you will receive a Deposit Statement, which will be required to be paid in full to make a reservation for you and/or the others you will be paying for to reserve their space. The Deposit is 100% non-refundable, regardless of the timing or reason for cancellation.

Approximately 80 days prior to the first day of your trip, you will receive your Final Payment Statement. Your Final Payment is due in full no later than 60 days prior to the first day of your trip. The Final Payment is 100% non-refundable. The Deposit is 100% non-refundable, regardless of the timing or reason for cancellation.

## LAND PACKAGE DEFINITION

Land Package: The Land Package can be defined as follows: The total price of items and services of the trip on a per day basis,

excluding airfare and other variable items, and items of a personal nature including, but not limited to: shotgun shells, hunting and/or fishing licenses, certain ground transfers, marine transfers, telephone calls, incidental meals, medications, laundry services not included by lodging, tips, and gratuities, hunting and/or fishing licenses and firearms permits (see below).

Any cost or expense not specifically included on your Statement is not included in the Land Package, and therefore is the responsibility of the Client, and not the responsibility of LG or the Providers.

Items and services generally included (your invoice is the final controlling document for which your trip cost has been determined and agreed upon by the parties) in the land package are:

After arrival at the lodging facility or hotel: all meals, soft drinks, beer and wine. Please check with the lodge of beverage choices and availability. Your invoice is the final authority of what is, or is not included in the package. Any item not specifically listed in your invoice is not to be considered included, and any deviation or exception will be made at our discretion, and not at the discretion of the customer.

Field fees, and ground transportation to and from the fields or waters except where noted.

The Land Package Cost typically does NOT include (unless otherwise specified in your invoice):

Any ground transfers in Buenos Aires, from EZE (the Buenos Aires international airport) to AEP (the Buenos Aires domestic airport) or from airports to hotels or airport to the ferry station at the Port of Buenos Aires or in Martinez. Any ground transportation in Uruguay to the lodging facility; from the Montevideo International Airport, The Port of Colonia, or The Port of Montevideo, or any other point of entry in Uruguay.

## SCHEDULED ITINERARY

The scheduled itinerary contains the dates and times of arrival and departure for your trip and/or Activity. The prices on your Statement apply only to your scheduled itinerary, and not to any other travel schedule. Adjustments to the Scheduled Itinerary may only be changed with LG and the Providers in writing. We do not orally adjust itineraries. All costs and responsibilities of early or late departures outside of the Scheduled Itinerary, whether intentional or unintentional, is the responsibility of the Client(s), not LG or the Providers.

## TRAVEL DISRUPTIONS AND IRREGULARITIES

Travel disruptions and irregularities are part of any kind of travel. Forces of nature can often, without warning, disrupt and wreak havoc on land, air, and sea transportation. LG and the Providers cannot predict what the forces of nature are going to do. We do

make every effort to keep you informed, but the final responsibility as to whether to travel or not, based on forces of nature, or other travel related circumstances is the sole responsibility of the Client(s).

## LODGING

If it becomes necessary to use an alternate lodging facility or facilities and/or hunting and fishing area or areas, the Provider(s) reserve the right to use an alternate lodging facility or facilities and hunting and/or fishing area or areas of equivalent nature if the primary lodging facility or facilities and/or hunting and/or fishing area or areas become unsuitable, and/or unavailable for any reason. The determination as to what constitutes an equivalent lodging facility or facilities and/or hunting and fishing area or areas is solely the decision of the Provider(s), and not the Client(s) decision. No refunds, credits, or reductions in pricing will be provided to the Clients(s) in the event a change in lodging facilities or hunting and/or fishing areas is chosen by the Provider(s) for any reason. No refunds, credits, or reductions in pricing will be provided to the Clients(s) in the event that the Client(s) chooses, for any reason, to cancel or discontinue the trip due to the fact that the Provider(s) has chosen to use an alternate lodging facility or facilities, or hunting and/or fishing area or areas. If for any reason the Provider(s) choose to use an alternate lodging facility or facilities and/or hunting and fishing area or areas the Client(s) agrees to accept the decision of the Provider(s) as final, without argument or protest.

## AIR TRANSPORTATION

All air travel and airline tickets, as well as any applicable airport taxes, extra bag fees and/or overweight bag fees, are not included in the Land Package, and are the responsibility of the Client(s). Under no circumstances shall they become the responsibility of LG and/or the Providers. Additionally, LG and the Providers shall not be liable for any delays or cancellations, and/or any expenses, losses, or other damages incurred by the Client(s) during air travel. Adobe Travel LLC d/b/a Los Gauchos Outfitters assumes no liability for losses or additional expenses due to delays or changes in air schedules. All such losses or expenses will be the responsibilities of the client. Clients who wish to protect themselves from the foregoing should buy travel insurance.

## GROUND TRANSPORTATION

All ground transportation fees are quoted in US Dollars. All ground transportation fees are subject to change without notice (historically ground transportation fees fluctuate with the price of crude oil). All ground transportation fees are quoted for group transfers only (more than one passenger) unless otherwise noted.

Special transfers, emergency transfers, private transfers, sightseeing tours of any kind, and/or any other types of ground transportation that is not a transfer from the Provider's designated lodging facility directly to and from the hunting and or fishing areas is/are not included in your Land Package. All transfers, regardless of their nature, shall be charged at the applicable rate of the contractor providing the transfer.

All transfers must be paid in advance prior to embarkation, unless some other agreement has been reached in writing with LG before the commencement of the transfer.

All ground transportation, scheduled or otherwise, to and from airports, border crossings, and/or marine ports and the lodging facilities designated by the Providers is scheduled by the Providers, but paid for by the Client(s). The cost of the arrival and departure transfer and/or any other scheduled transfer is included on your Statement. Transportation to and from the lodge and the point of entry in the country, or other designated meeting/pickup or drop off/departure point shall be paid for Client(s). The cost of all necessary scheduled ground transportation will be detailed on your Statement; however, the final cost of any and all ground transportation is subject to change by the Providers and/or their contractors at any time, without notice. All ground transportation payments are the responsibility of the customer(s), and are not the responsibility of Adobe Travel LLC d/b/a Los Gauchos Outfitters, the Providers, or any other third party associated with or involved in your trip.

LG is solely a travel agent. Therefore, under no circumstances does LG own, operate or in any way provide any type of ground transportation service for the Client(s).

All ground transportation is provided and facilitated by third party contractors and/or the Provider(s). Therefore, LG shall not be held liable for any accident, loss, delay, or other unforeseen circumstances associated with any ground transportation of any kind, in any place or country, embarked upon by the Client(s).

All ground transportation fees are quoted in US Dollars. All ground transportation fees are subject to change without notice (historically ground transportation fees fluctuate with the price of crude oil). Ground transportation fees are quoted for group transfers (more than one passenger) unless otherwise noted.

If you are traveling alone, a surcharge could, and most likely will, apply to your ground transportation. A single shooter or angler is, by definition, ANY shooter who arrives at an airport marine terminal, port, border crossing, or other agreed point of pickup outside of an intact group of two or more.

Fuel surcharge: in the event of a significant change of the price of energy, a fuel surcharge could apply to any ground transfer operated by the Provider(s), or a third party contractor. The customer, by accepting this Agreement, agrees to pay any fuel surcharge if it becomes necessary. The cost of a fuel surcharge is the responsibility of the customer, and not the responsibility of any other party.

The reason for this arrival may be intentional, or unintentional (missed connection, cancelled flight, etc.), but in any event, any extra cost of transportation, delays, or lodging are not the responsibility of LG or the Providers. The Client(s) should be advised that this extra transportation could be very expensive, since it is, by nature, an on-demand charter.

All single passengers, and group passengers and not Adobe Travel LLC or it's Providers, are responsible for any additional fees or charges incurred as a result of the foregoing circumstances, regardless of cost.

Furthermore, pursuant to the Release and Waiver of Liability, the customer accepts the responsibility of making the final determination to the adequateness and/or safety and efficiency of any boat, aircraft, or automobile he or she embarks upon, and agrees to hold harmless LG and the Providers for any accident, injury, death, loss, expense, or inconvenience of any kind.

**SINGLE HUNTERS / FISHERMEN & INDIVIDUALS ARRIVING OUTSIDE OF AN INTACT GROUP**

If you are a single shooter or a group of shooters separated from your scheduled arrival date a surcharge could be added to your point of entry reception and/or ground transfer. A single shooter is, by definition, a shooter who arrives at an airport or other agreed point of pickup outside of an intact group. The reason for this arrival may be intentional, or unintentional (missed connection, cancelled flight, etc.). In Uruguay, the "viatico" is the cost of any transportation required for government employees to travel to your point of entry for the purpose of the issuing/administration of your hunting licenses and firearms permits. Any single hunter, individual, or group of hunters arriving outside of an intact group on the agreed date of arrival AND scheduled flight or vessel will incur an additional fee for the rescheduling of this administrative inspection. The client, and not Adobe Travel LLC or its Providers are responsible for any additional fees incurred in order to fulfill the regulatory requirements of the foregoing. Client(s) are encouraged to purchase travel insurance that offers protection for these types of delays. Please contact our office at 214-205-5281 if you have any questions about this sometimes confusing situation regarding the administration of hunting licenses in Uruguay.

## SPECIAL TRANSFERS

Special transfers are all other transfers that are not listed on your Statement, or do not coincide with the DATE AND TIME of your scheduled arrival and departure at any point of entry. For example, any Client(s) arriving earlier or later than the date and time that is listed on his or her Statement will be required to take a special transfer to or from (as applicable) from the designated lodging facility and/or agreed upon pickup point. The transfers on your Statement must be taken on the scheduled day of arrival and departure of your trip. Any early or late departure (at a date or time other than your scheduled arrival and/or departure date) is considered a special transfer. Also, any "trip to town" or transportation from the designated lodging facility for the purpose of an errand and/or any other reason is considered a special transfer. Special transfers are not included in the Land Package, and are not the responsibility of LG or the Provider(s). Under no circumstances shall LG or the Provider(s) be liable for any special transfer, regardless of the circumstances that a special transfer is required or requested. LG and the Provider(s) cannot guarantee that any unscheduled special transfer will be available.

## MARINE TRANSPORTATION

Marine transportation is sometimes the preferred method of travel between Argentina and Uruguay. Marine transportation may or may not be included in the Land Package, please see your Statement for details. Typical points of arrival for marine transportation are: Colonia, Carmelo, and Montevideo.

## BAGGAGE AND BAGGAGE FEES - AIR AND MARINE

Baggage handling or overweight/oversized, or additional bag fees charged by the airlines and/or ships are the sole responsibility of the customer. Any gratuities or tips to baggage handlers, skycaps, and/or porter and valets are the responsibility of the client, and not LG and the Providers. Under no circumstances shall LG or the Provider(s) be liable for any baggage fees incurred by the Client(s) for any reason. Additionally, LG and the Provider(s) shall not be liable for any damage, theft, or loss of any bag, suitcase, or other personal property belonging to the Client(s).

## HOTEL RESERVATIONS NOT INCLUDED IN THE LAND PACKAGE

We have contracts with several major hotels in South America. Please contact us for current room rates. The final price of any hotel is to be determined by the hotel, and not by LG or the Providers. The hotel's invoice to the client at check out is controlling, and the client must settle all hotel charges, including incidentals, upgrades, room service charges, valet charges, and all other charges with the hotel. We accept no responsibility or guarantee of any hotel reservations made by the client, regardless of the fact that they were arranged or negotiated in advance by LG or the Providers. Prices at South American hotels change regularly, and without notice. Any rate change, or change of room size, or type, is not the responsibility of LG, or The Providers, and the customer agrees to not hold LG or the Providers responsible for any changes in rate, room size, menu prices, or other prices since any and all of these changes are out of our control, and not the responsibility of LG or the Providers. Any hotel that is not the designated lodging facility by the Provider(s) is not part of the Land Package, and therefore not the responsibility of LG and the Providers. Under no circumstances shall LG or the Provider(s) be liable for the cost of any hotel that is not the designated lodging facility. Extra days and/or nights before and/or after the scheduled trip, even if they take place at the designated lodging facility, shall be paid by the Client(s), and not by LG or the Provider(s).

## LAUNDRY SERVICES

Laundry services are not included in the Land Package price unless specified. Laundry services are normally available at all of the destinations, however, LG and the Providers cannot guarantee the availability and/or the exact cost of any laundry services at any particular destination, or during any particular trip. Under no circumstances shall LG and/or the Providers be liable for the loss, damage, or replacement of/to any Client(s) gear and/or clothing including but not limited to discoloration and/or shrinkage.

## SHOTGUN IMPORTATION AND AMMUNITION (SHOTGUN SHELLS)

You are required to fill the form out at least 14 days before your trip, and our representatives will handle all of your firearms processing right there in the baggage claim area of the airport. We recommend guests bring 12 gauge shotguns for waterfowl hunting. For all other wingshooting, the following ammunition is available: 12 ga and 20 ga. All ammunition is sold to the Client by the Provider(s) and not LG, therefore all ammunition purchased by the client shall be settled on the premises prior to departure.

.410, 16 ga. and 28 ga. is considered special order ammunition. This ammunition may be available upon request, subject to availability. Please make your request at least 30 days in advance. LG and the Providers cannot guarantee availability of special order ammunition.

No last minute changes of shotguns can be accommodated in Uruguay less than 14 days prior to scheduled arrival.

Shotgun shells are not included as a part of any hunting trip. The Client(s) is responsible for settling the payment of all shotgun shells he or she consumed before departing from the designated lodging facility, or facilities, where the hunting trip took place. The form of payment accepted by the Provider(s) can be found on your Statement. The Providers reserve the right to change the acceptable forms of payment for shotgun shells at any time. If a change to the acceptable forms of payment are made, the Client(s) will be notified prior to the first day trip so that you can make other arrangements.

Normally, the Providers do not accept personal checks or travelers checks for shotgun shell payments unless specified on your Statement. The price of shotgun shells on your Final Payment Statement shall be controlling; however, prices are subject to change at any time, without notice. Notification of any price change will be provided in writing to (s) no later than the due date of the Final Payment.

LG and the Providers accept Master Card and Visa credit cards for shotgun shells at select destinations; the Client(s) should refer to his or her Statement to determine whether or not Master Card or Visa is accepted by the Provider operating the hunting trip. There is no additional fee charged for paying with your Master Card or Visa, but LG and the Providers do offer a cash discount for those who are willing to pay in cash.

If you choose to pay with your Master Card or Visa, you will be required to sign an invoice and voucher which will include, at a minimum, the quantity and price of the shotgun shells, plus any incidentals or Additional Items. An authorization from Master Card or Visa must be validated by LG and/or the Provider via fax, telephone, or via the Internet before departure. It is the responsibility of the Client(s) to allow sufficient time before departure to settle the payment of shotgun shells and incidentals. If the credit card authorization fails for any reason, you agree to pay for your shotgun shells and/or other incidentals in cash before departing the company of your Provider(s).

Unless other arrangements are made, the intentional non-payment of shotgun shells and/or incidentals to the Provider(s) for any reason shall be considered theft. Furthermore, you understand, agree, and accept that the non-payment of shotgun shells and/or incidentals constitutes theft, and is not an acceptable remedy or resolution to any dissatisfaction or objection you might have with LG or the Provider(s) concerning your opinion and/or lack of satisfaction of any aspect of any portion of your trip. No exceptions will be granted, and should not be expected.

## FOOD AND BEVERAGE – INCLUDING ALCOHOLIC BEVERAGES

All food, snacks, and meals are included, in very generous amounts, at the majority of hunting and/or fishing lodging facilities designated by the Providers. However, in some cases, when the designated lodging facility is a hotel or resort, a fixed menu at the hotel or a local restaurant shall apply. When a fixed menu is used, a generous, but limited, amount of food and beverages are included in the Land Package Price (daily rate). Additional food and beverages above and beyond of what is provided with meals is the responsibility of the Client(s), not LG or the Providers, and the rate charged by the establishment (hotel restaurant, bar, etc.) shall apply.

Beer and red wine, but not liquor, is available at most lodging facilities. Clients who prefer a particular label of liquor or fine wine other than what might be available at the designated lodging facility are encouraged to bring along their own bottles of liquor or wine if a particular label is preferred. We encourage this because we cannot guarantee that your label will be available in South America, even in the duty free shops. Crown Royal is a good example; it is not available for sale in South America. Certain lodges have fine cigars available for an additional charge.

## SMOKING

In the interest of providing a healthy and safe environment for all Clients and the Providers, and the Provider's staff, most lodging facilities adhere to a NO SMOKING policy. The use of any type of tobacco products such as cigarettes and cigars is normally limited to outdoor areas unless otherwise specified. Please check with the Provider's manager on duty for more information. Smokeless chewing tobacco is normally permitted in all lodging facilities.

## GRATUITIES

Gratuities and tips are included at all of our Provider(s) destinations, unless otherwise noted on your Statement. If you choose to leave an additional tip because you feel that the guides and staff went above and beyond, please leave only a modest tip. We strongly discourage over-tipping. While clients may feel that they are only being kind and generous, when they tip a guide or house staff member the same amount that they normally earn in an entire week it actually creates a discipline problem in the employee ranks that is always problematic for our Providers. Most of our customers still want to tip the staff for outstanding service, even though it is included, and regularly ask us how much money is the appropriate amount. Here is our answer: if you do choose to tip an individual, our advice is to handle it like you would a tip to a waiter at restaurant, keeping in mind that guides only make, at the most \$30-35 per day, and the cooks and house staff anywhere from \$15 to \$25 per day—so 10,15, 20%? It's your call. Just keep in mind that tips are included, and additional tips are not required, but a SMALL tip is always welcome.

## INOCULATIONS

At the time of this writing, no inoculations are required for travel to Peru, Argentina or Uruguay that we are aware of. However, LG and The Providers are not qualified to give medical advice or suggestions. Please consult your personal physician and the CDC (Center for Disease Control) [www.cdc.gov](http://www.cdc.gov) for advice. Furthermore, we do not recommend that you drink tap water in any Latin American country. Bottled water is always available for your consumption. If you run out, ask for more, but please do not drink from the tap.

## ELECTRICITY AND ELECTRONIC DEVICES

Most electrical outlets in Latin America put out 220 volt, 50 cycle power. Be sure to check the manufacturers operating manual for all electronic devices to make sure that they accept high voltage. Make sure that any aftermarket device use to power your device is not just a converter, but also a step down transformer, if necessary. LG and the Provider(s) shall not be held liable for any loss, damage, or malfunction of any customer's electronic equipment from plugging it into the incorrect outlet, or otherwise. When in doubt, please ask for help! Most modern notebook computers and digital cameras can accept voltage up to 225V.

## ITEMS OF A PERSONAL NATURE

Items of a Personal Nature include, but are not limited to phone calls of any kind, articles typically purchased at a supermarket and/or pharmacy, Internet access fees, Meals, beverages, ground transfers, special transfers, emergency transfers, and/or or hotel accommodations in Buenos Aires, Santiago, Montevideo, and/or any other city before and/or after the scheduled trip, including your home country for any missed flight connections, are not included, and are the sole responsibility of the client(s). Every year, a few of our Client(s) fall victim to cancelled and/or delayed flights, and end up having to stay an extra day or two. What can you do to protect yourself from loss? You can buy travel insurance. Travel Insurance is available to all clients, and is strongly recommended.

## CME SEMINARS

LG does not administer CME courses. As a courtesy, we do recommend the "Hunt Doctor" Dr. Dr. William Prebola. All courses are handled through his office and are not the responsibility of LG. LG is not qualified to offer legal, accounting, or tax advice, therefore it is the responsibility of the Client(s) to consult your attorney and/or CPA concerning any deductions that you may or may not be eligible for, as well as any other tax issues, legal matters and/or consequences applicable to your personal situation.

## LOCAL AND ENROUTE WEATHER CONDITIONS

We encourage our customers to check the weather, and weather forecasts before departing on the trip, and to pack clothing and gear accordingly. Our What To Bring page on our website provides some good recommendations, however, the Client accepts the final responsibility of bringing the correct clothing and gear for his or her trip. LG and the Providers cannot be held responsible for any loss or omissions of hunting / fishing gear needed to participate fully in the trip. No credits, discounts, or refunds will be furnished in the event that a Client is unwilling and/or unable to participate in the Activity due to a lack of necessary gear and/or clothing and/or equipment of any kind.

## HUNTING LICENSE - GAME LAWS - HUNTING AND FISHING REGULATIONS

It is the Client's responsibility to obey all local and international game laws. LG will not participate in or condone any type of illegal activity in connection with any Activity. The Providers reserve the right to refuse service and/or discontinue and terminate your Activity and/or trip at any time if you violate any game laws and/or determined to be unsafe with firearms in any way.

By agreeing to these terms and conditions you accept and submit to the fact that the Providers reserve the foregoing right without limitation. You the Client(s), not LG or the Provider(s) accept the sole responsibility to completely educate and inform yourself of all applicable game laws in the country, county, province and/or local jurisdiction of your Activity. LG and the Provider(s) will offer assistance in obtaining any necessary hunting and/or fishing licenses at your request, however neither LG nor the Provider(s) shall be held liable for the commission of any act, intentional or unintentional, of any violation of any game law, including but not limited to an unlicensed hunter and/or fisherman. Your agreement to be bound by these terms and conditions shall be considered your acceptance of the sole and final responsibility of ensuring that you are properly licensed and authorized to participate in any hunting and/or or fishing trip that you booked through LG and the Provider(s).

Under no circumstances will LG or the Providers be liable for the cost any fine, court cost, legal fees or any other cost arising from any judgment or sentence, criminal, civil, or otherwise incurred by the client as a result of violating any game law(s) or regulations. Furthermore, you agree to cooperate with LG and the Provider(s) and their partners, contractors, and service providers by adhering to, and abiding by, all: local and federal laws, bag limits, and safety regulations set forth by the outfitters themselves, their guides, and/or other employees and contractors including, but not limited to shooting ANY protected bird(s) and/or shooting over or close to livestock. You agree that failure to do so will result in your expulsion for the Activity and/or trip without refund, reimbursement, or credit of any kind. The cost of obtaining a hunting and/ or fishing license is never included in the Land Package because it is the sole responsibility of the Client(s).

Your Provider will make the necessary arrangements and payment to purchase your hunting and/or fishing license unless otherwise specified on your Statement, but the sole and final responsibility of being licensed lies with the Client(s). The license must be paid for in full by the Client(s) to Provider(s) no later than 14 days prior to the first day of the Activity. The price of any required hunting and/or fishing license or permit is subject to change without notice by the governing agency and any change in the price of any required license is the responsibility of the customer, regardless of when the change occurs, and the cost of any change of a license shall never be the responsibility of LG, the Provider(s), or your guide, outfitter, lodge, and/or tour operator. In Uruguay, the "viatico" which translates into the cost of transportation and administration of hunting licenses and firearms permits

are paid by the outfitter. The “viatico” is purely an administrative fee and is not a part of any special transfer required to drive the Client(s) to the designated lodging facility.

Any single hunter, or group of hunters arriving outside of an intact group on the agreed date and time of arrival will incur an additional fee or surcharge for the rescheduling of this administrative inspection, as well as a special transfer. All license fees and “viatico” fees are non transferable, non changeable, and completely non-refundable. We strongly suggest that Client(s) purchase a travel insurance policy that can offer protection from any loss incurred with arriving off-schedule.

## INDIVIDUAL EXPECTATIONS WITH RESPECT TO HUNTING AND FISHING TRIPS

LG does its best to choose reputable Providers and reasonable areas to conduct the activities described herein. However, LG is only a travel agency; therefore we assume no liability or responsibility for the quality, nature, or success of any Activity herein described. Inclement and/or hazardous weather conditions, changes in range conditions, changes in performances of Providers and changes in travel routing cannot be controlled by LG. Therefore, it is understood that all trips and Activities are taken at your own risk and it is agreed by you that any less than satisfactory experience by the Client(s) will not result in a refund or credit for any portion of the trip, used or unused, nor toward a future trip. Any refund or credit(s) that will be returned or applied to the Client(s) will be paid and handled solely by, and at the discretion of the Providers, and under no circumstances by LG.

Our Providers are committed to providing the clients with excellent shooting and/or angling opportunities (as applicable) but the Providers do not and cannot guarantee the harvest, or encounter, of any specified number of animals: fish, birds, big game, shooting opportunities, catching opportunities, or the filling of all or some portion of bag limits on any or all days of the trip and/or Activity.

Even though South America is renowned for having arguably some of the best bird hunting, big game hunting, and fishing found anywhere, it is still hunting and fishing...Just like fishing and/or hunting migratory birds and/or nocturnal animals anywhere in the world, all trips and/or outings are subject to occasional inconsistencies, inclement weather conditions, and unforeseen circumstances that could result in the an experience that does not meet an individual Client's or group of Clients' expectations for any reason. Therefore, no refunds, reimbursements, credits, or trip extensions, full or partial, will shall be furnished or paid by LG or our providers, for any reason. No exceptions will be made, or should be implied.

Because our prices are based on Scheduled Land Packages, no refunds, credits, or reimbursements of any kind will be made for any reason for any days, nights, features, options, hunting, fishing, tours and/or services that you do not use, or are unable or unwilling to use for any reason, including but not limited to illness. No exceptions will be made, or should be implied. For this reason, we strongly recommend that you purchase travel insurance.

Furthermore, LG and the Providers will not be held responsible for refunding any monies paid for hunting trips or fishing trips that do not meet the expectations of the client or clients, are not productive, or possible for any reason including but not limited to: adverse weather conditions and/or natural disasters, civil unrest, strike, vehicle malfunctions, war, or Acts of God, dense fog, heavy rain, thunderstorms, or very high winds, just to name a few. The determination of whether or not a hunt or fishing trip can begin, or continue due to weather or for any other reason rests solely with the Providers chosen outfitters and guides operating the trip. All hunters will accept the Provider(s) guides' instructions and decisions as final, without reservation, evasion, protest, or argument. Any individual who attempts to interfere, intimidate, threaten or assault any member of the Providers' staff will be expelled for the remainder of the trip without refund, credit, or reimbursement of any kind, including but not limited to unused

portions of the trip. Your agreement to these terms indicates your understanding, acceptance, and agreement to be bound by this policy and protocol.

## SAFETY AND PREPARATION

LG and the Providers strongly encourage all Client(s) who will be hunting to take a certified Hunter and Firearm Safety Course offered through his or her state before hunting with the Providers. In any case, all hunters will ensure that their guns are unloaded at the lodge, and during all transportation. First and foremost, assume every gun is a loaded gun. All hunters will keep their actions open, and guns unloaded until instructed by the Provider's guides to load them. Safeties will remain on and fingers will be kept off of the triggers while loading and unloading, as well as between shots. All hunters will follow the safety instructions set forth by the Provider's guides in the field regarding positioning and placement. No hunters shall fire a shot during a duck or goose hunt until the shot is called by the Provider's guide(s). No warning is required to expel a client or group of clients from the activity, however, customarily, if a safety violation occurs, one warning will be issued by the Provider's guide(s). After that, any offending client or clients will be subject to removal from the field for the rest of the day and/or expulsion from the trip without credit, refund, or reimbursement of any kind including but not limited to special transfers needed to depart the designated lodging facility.

Additionally, no hunter shall point his/her gun in the direction of another person at any time. Additionally, at no time shall a hunter shoot in the direction of another hunter, over the body of another hunter in the party, or at birds that are behind the blind. In the case of dove hunting no Client shall take a shot at a bird below the top of the tree line. Under no circumstances shall a client shoot at a low bird. There is an abundance of game, so we repeat, DO NOT SHOOT A LOW BIRD. Shots at low birds account for the majority of all accidents during bird hunting trips. Use care, and do not become a statistic. Eye protection approved for shotgunning is MANDATORY, and will be worn at all times in the hunting areas, no exceptions. LG and the Providers shall not be held liable for any injuries or deaths caused as a result of an accident during any hunting or fishing activity, and it is the responsibility of the Client(s), and not LG or the Providers to ensure safe conduct and operation at all times. Any careless or unsafe conduct while operating a firearm constitutes inappropriate conduct, and is grounds for expulsion from the trip immediately, without refund, credit or reimbursement for any costs the client or clients incur as a result of the expulsion including but not limited to special transfers. Your signature on this document indicates your understanding, acceptance, and agreement to be bound by these rules and protocol.

## SHOTGUN RENTAL

Shotgun rental is included free of charge in the Land Package for all trips operated by our Providers, unless otherwise specified on the Client's Statement. In the event that gun rental, free or otherwise, becomes unavailable for any reason the Client will be notified by LG and/or the Provider(s) before departing on the trip. If gun rental becomes unavailable for any reason the client agrees to bring his or her own firearm or firearms on the trip so that he or she can participate in the activity; the current gun importation, registration, and entry fee(s) of the governing country (or countries as applicable) shall apply to all of the Client's guns, and all such fees shall be paid before departure by the Client, and under no circumstances by LG or the Providers.

## "WHAT TO BRING" LIST

The "What To Bring" List can be found on the losgauchos.com website under RESOURCES > WHAT TO BRING. This is an unofficial list. LG and the Providers offer this list as a general guide, but we assume that all clients are experienced hunters and anglers, therefore, the final decision concerning what to bring is the responsibility of the Client, and not LG or the Providers.

## PERSONAL CONDUCT

Clients and guests are subject to the control and guidance of the Provider and/or the Provider's staff and must follow their instructions while at the lodging facility and/or while participating in any Activity. Clients agree to conduct themselves in a polite and well-mannered fashion when in or about the lodging facility and not cause any disturbances or interfere with the safe use or enjoyment of the lodging facility and or Activity by other clients and the staff. Under no circumstances shall clients interfere with any aspect of the Providers conduct of his or her business or operations. All client complaints (other than those of an emergency nature or requiring immediate attention by the Provider) shall be made directly to the Provider or the Provider's manager, in private, if possible. Furthermore, any inappropriate and/or lewd behavior of any kind including but not limited to severe intoxication, illicit drug use, inappropriate behavior toward hostesses, wait staff, and/or or massage therapists including but not limited to groping, unwanted touch, and/or other unwanted behavior will not be tolerated. The Providers and the Provider's manager on duty reserves the exclusive right, without limitation, to make the determination if a client or clients, are behaving in a disorderly, unacceptable, lewd, obscene, or otherwise unacceptable manner, and he or she reserves the right to decide whether to counsel, or expel the client or clients from the trip and/or Activity. All client or clients determined to be guilty of the foregoing, in the sole judgment of the Provider or the Provider's manager on duty are subject to expulsion without refund, credit, or reimbursement of any kind. Your signature on this document indicates your agreement, acceptance, and willingness to submit to the foregoing policy and protocol.

## REFUSAL OF SERVICE AND EXPULSION

The Providers reserve the right to refuse service, or discontinue service at any time, to anyone, for any reason, including violations of any part of this agreement without refund for unused portions of the trip, or reimbursement of any kind.

All policies regarding drugs and alcohol, proper conduct, and safety shall be strictly enforced. Any client or clients who violate one or more of these policies are subject to immediate expulsion, without refund, credit or reimbursement of any kind, including unused days of the trip and any other expenses incurred by the client including but not limited to special transfers. The decision to expel a client, or clients, from the lodge is reserved exclusively by the Provider(s) or the Provider's manager (but not by LG) on duty at any given lodge or Activity area, and his or her decision is final and indisputable. Your signature on this document indicates your agreement, acceptance, and willingness to submit to the foregoing policy and protocol.

## DRUGS AND ALCOHOL

THE POSSESSION OR USE OF ILLICIT DRUGS AND CONTROLLED SUBSTANCES WITHOUT A VALID PRESCRIPTION IS ILLEGAL, AND STRICTLY PROHIBITED. We strongly recommend that no client ever attempt to bring a controlled substance into Latin America. Drug enforcement is strong, and the punishments are SEVERE (mandatory prison sentences in most cases). DO NOT RISK IT! The consumption of alcoholic beverages while hunting and fishing is also prohibited; no exceptions. Any client determined, in the sole judgment of the provider, to be intoxicated shall not be allowed to handle a firearm for 24 hours. Any client or clients who becomes belligerent, violent, offensive, disorderly, or dangerous as a result of drinking alcohol or taking drugs will be expelled from the remainder of the trip without refund, credit, or reimbursement of any kind, including the forfeiture of any remaining unused portions of the trip, no matter how many days and nights remain. Your signature on this document indicates that you understand, accept, and submit to be bound by the execution and protocol Provider's Drugs and Alcohol Policy.

## LIABILITIES POLICIES

LG acts in the sole capacity of a travel agent for the Providers, owners, wholesalers, outfitters and/or contractors whom we represent.

As such, the sole financial responsibility of LG, if any, is limited to the amount of commission received from said Providers in arranging said transportation and any other services on behalf of the named Client(s). LG's services to the Client(s) terminate at 11:59 PM the day before the first day of the scheduled trip with one of our Providers. From then on, the Provider(s) will assist the Client(s) with the remainder of the trip. Of course, in the event of a problem, please do not hesitate to contact LG. We will be glad to help you in any way we can, but you understand that any and all assistance we offer and/or provide is done as a courtesy, not an obligation.

Furthermore, the Client acknowledges the fact that the activities taking place on any scheduled trip are not under the control of, or the responsibility of this agency. If problems or emergencies occur, the client should try to resolve them with the Airline, Provider, Outfitter or Owner. LG will always make every attempt to assist the Client(s) as a courtesy, in any way possible, even after our services to you have officially concluded, but LG cannot guarantee any specific resolution or outcome.

If the Client shall cancel the specified hunting, fishing, tour, trip, Activity, ground or air transportation and/or other services for any reason, neither the Providers or LG are liable or in any way obligated to make any refund, credit, or reimbursement. LG is compensated for arranging the trip and/or Activity booking, which has been completed. If any Provider shall cancel the specified hunting, fishing, transportation, and/or other services or does not deliver them for any reason, LG is not obligated to refund any deposit or other funds received on behalf of the named Client although LG will attempt to assist the client with reimbursement from the supplier in this regard if possible, but LG is not liable for and cannot guarantee any particular resolution or outcome.

Final Payment statements are issued subject to any and all terms and conditions under which any transportation or services is provided by the Providers, LG shall not become liable for any personal injury, property damage, accident, delay, inconvenience, change in itinerary or accommodations, or other irregularity which may occur due to: 1) wrongful neglect or arbitrary acts or omissions on the part of the Providers, their employees, agents, sub-agents, contractors, assigns, or others 2) defects or failure of any conveyance, equipment or instrumentally under the control of the Providers, and 3) but not limited to Acts of God, fire, acts of government or other authorities, natural disasters, volcanic activity, wars, civil disturbances, riots, strikes, thefts, criminal acts, epidemics, quarantines or dangers incident to the sea, land or air.

The Client, by engaging and/or hiring LG as travel agents and consultants, and making a deposit and/or full payment for the arrangements specified on the client's Statement, acknowledges the position of LG as stipulated by the forgoing, and agrees to hold LG harmless and blameless in making the arrangements for the trip and/or Activity on their behalf, provided same shall be made through generally accepted Providers at the time of engagement, and further agrees that restitution or damages, if any are claimed, shall be sought directly from the Providers.

## RELEASE AND WAIVER OF LIABILITY

IN CONSIDERATION of being permitted to participate and enter upon property for the purpose of hunting and/or fishing and all other purposes, the undersigned, his or her guests, agents, employees, friends, family, partners, executors, heirs, assigns and next of kin hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, and agrees to indemnify and hold harmless LG and the Provider(s) and its agents, employees, executors, heirs, assigns, next of kin and all its officers, directors, partners, shareholders (herein to be referred to as the "Releases") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way arising from, but not limited to personal

injuries, conscious suffering, death, or property damage sustained by me arising out of my participation in any hunting, fishing, sport, or ACTIVITY (herein to be referred to as ("Activity")) while either on or off any real or personal property owned, operated or controlled by RELEASES, including, but not limited to travel to and from ACTIVITY locations; and I expressly waive all claims that I may have against the RELEASES, or its representatives, for each and all of the foregoing. Furthermore, you agree that if you engage in activity, or use any equipment or facility on the premises of the Provider's designated lodging facility, you do so at your own risk. You agree that you are voluntarily participating in activities and use of the facilities and premises and assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss, damage, or theft of any personal property. You agree to release and discharge LG and the Partners from any and all claims or causes of action, known or unknown, arising out of your or our negligence. You acknowledge that you have carefully read this Release and Waiver of Liability and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against us for your or our negligence, including becoming a participant in a class action lawsuit brought against LG or the Providers.

FURTHER, undersigned agrees that:

1. I am aware that the ACTIVITY constitutes a calculated risk to the participants therein, and that each ACTIVITY involves inherent risks and dangers, including the possibility of SERIOUS BODILY INJURY OR DEATH. IN CONSIDERATION FOR THE AGREEMENT WITH LG and the Providers TO PARTICIPATE IN THESE TRIPS AND ACTIVITIES YOU AGREE THAT YOU WILL NOT BRING SUIT OR MAKE A CLAIM AGAINST ADOBE TRAVEL LLC d/b/a Los Gauchos / Los Gauchos Outfitters and the Providers FOR PROPERTY DAMAGE, BODILY INJURY, DEATH OR EMOTIONAL TRAUMA, HOWEVER CAUSED, AS THE RESULT OF YOUR PARTICIPATION IN THE TOUR AND/OR ACTIVITY. YOU RELEASE ADOBE TRAVEL LLC d/b/a Los Gauchos Outfitters and the Providers AND ITS EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, AND AFFILIATES FROM ALL CLAIMS, ACTIONS AND DEMANDS THAT YOU MAY HAVE FOR PROPERTY DAMAGE, BODILY INJURY, OR DEATH ARISING FROM YOUR PARTICIPATION IN A TOUR. This release of LIABILITY is entered into on behalf of all members of your family, including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in force and effect.

2. I certify that I have sufficient skill, training, preparation, and experience with the ACTIVITY to understand the potentially dangerous nature of such ACTIVITY; and I understand that participation in the ACTIVITY always involves a risk of bodily injury or death to myself and other participants or bystanders, as well as the risk of damaging the property of others therefore I voluntarily and freely choose to incur such risk or risks and the dangers involved therein and/or resulting there from. Furthermore, I acknowledge that LG and the providers have strongly suggested, encouraged, and stressed preparation and safety in this service agreement that I am signing, that I complete and earn a certificate from a certified hunter safety and firearms education course such as the one found at <http://www.hunter-ed.com> in order to become a more safe and responsible hunter and firearms operator, and to review general gun safety practices before the trip and engaging in the ACTIVITY. If I have chosen not to complete and earn a certificate from an approved hunter safety and firearms education course from my state, I truthfully admit that for whatever reason, it was my choice not to do so, even though I was strongly encouraged to complete the course, before engaging in the Activity, by LG and the Providers.

3. I am aware that there is always a possibility that the results of the ACTIVITY (bird hunting & fishing) with regard to the number of shot opportunities, birds harvested or seen, or fish caught could be below my expectations. Expectations differ greatly from client to client. What might be described as poor may be considered above average or good to another, and vice versa. I certify that I agree with this logic, and understand that results during any hunting and fishing trip are random, and there is no guarantee that my expectations will be met. I accept that my enjoyment and satisfaction of any trip or tour is my responsibility, and agree not to hold LG or the Providers, or any of their vendors liable for not meeting my expectations including but not limited to: filling daily bag limits, seeing a certain number of birds or fish, or otherwise providing a level of service with regard to food, drinks, transportation, or lodging that I feel is unsatisfactory or unacceptable.

4. I agree to reimbursement of all legal costs and reasonable attorneys' fees incurred by the RELEASES arising directly or indirectly from my acts or omissions while engaged in the ACTIVITIES contemplated by this agreement. In addition, I agree to be fully responsible, and shall reimburse THE RELEASES for any damage to any real or personal property owned, operated or controlled by the RELEASES occurring as a result of my acts or omissions while engaged in the ACTIVITIES contemplated by this agreement.

5. This agreement shall be constructed in accordance with the laws of the state of Texas without reference to its choice of laws provisions venue on any legal proceeding between the parties shall lie in Dallas County, Texas, only.

6. If any provision of the Agreements (Terms and Conditions, Release and Waiver, Service Agreement) shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

7. I personally accept responsibility and liability for my actions or omissions, without limitation or qualification, while hunting or fishing or engaging in any ACTIVITY. I also accept responsibility for the actions or omissions without limitation or qualification of any and all minors traveling with me, whether they are members of my family or not.

8. I certify that I am aware that travel insurance exists, and is available to me that could, depending on the type of coverage elected by me, could mitigate and/or provide compensation and/or reimbursement to me for losses including but not limited to damaged luggage, trip cancellation, medical expenses and Provider bankruptcy while planning or on the trip. LG is not an insurance company, and we are not licensed to sell insurance or give advice on any particular type of coverage, but we can facilitate the purchase of a Client's travel insurance and trip cancellation insurance provided by a licensed agency. LG does not recommend any particular insurance company, or specific level of insurance coverage; it is the responsibility of the Client(s) to determine what specific coverage to buy, and how much coverage provides an adequate level of protection and by agreeing to these terms and conditions you accept that the final decision as to whether or not you should purchase travel insurance is your responsibility, and not the responsibility of LG.

9. I hereby represent that I am over the age of eighteen years and legally competent to execute this Agreement and Release and Waiver of Liability, and that I have read, understand, and accept to be bound by the terms of this Service Agreement, Release and Waiver of Liability, and the Terms and Conditions and Privacy Policy found on the losgauchos.com website. Invalidation of any one or more of the provisions in this Agreement or Release and Waiver of Liability shall in no way affect any of the other provisions herein, which shall remain in full force and effect. This Agreement shall be interpreted and is subject to the laws of the State of Texas and may not be orally altered or terminated.

("Releaser"), I certify that I have read all of the above thoroughly and completely, and I fully understand all of its contents. I agree and on behalf of any minors accompanying me and/or any person, not a party to this agreement to hold Adobe Travel LLC d/b/a Los Gauchos Outfitters, its officers, owners, employees, agents, sub-agents, and/or Providers ("Releases"), harmless for any accidents, claims, losses, damages or liabilities, including death, disability injury or loss or damage to Releaser or Releaser's property, which might occur.

I ACCEPT THE ELECTRONIC SIGNATURE PROVISIONS OF THIS CONTRACT AND BY PLACING MY ELECTRONIC SIGNATURE AND/OR HANDWRITTEN SIGNATURE ON THIS SERVICE AGREEMENT AND RELEASE AND WAIVER OF LIABILITY, I UNDERSTAND THAT I AM ENTERING INTO A LEGALLY BINDING CONTRACT AND I AGREE TO BE LEGALLY BOUND BY EACH PROVISION OF THE FOREGOING SERVICE AGREEMENT AND RELEASE AND WAIVER OF LIABILITY, INCLUDING THE TERMS AND CONDITIONS AND PRIVACY POLICY found on the [www.losgauchos.com](http://www.losgauchos.com) website.