

## TERMS AND CONDITIONS

### EFFECTIVE DATE

These Terms and Conditions were last updated on December 28, 2011.

### PREAMBLE

By using this website you must accept and agree to be bound by all of the Terms and Conditions set forth below. Your signature, either electronic, or on paper, will be required on these terms and conditions, as well as the Privacy Policy, Service Agreement, and Release and Waiver of Liability before Adobe Travel LLC d/b/a Los Gauchos Outfitters and the Providers will provide or deliver any product or service, or do any kind of business with you whatsoever. If you do not accept and agree to be bound to all of these terms and conditions please do not use this Site. [click here to logoff](#). We reserve the right, at our discretion, to change and or modify portions of this agreement at any time without notice to you. Unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms and conditions each time you use the Site to learn about any changes. YOUR USE OF THIS SITE SIGNIFIES AND CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME. Please read this Agreement carefully as it forms a binding contract between you and LG. Please print a copy of this agreement for your records.

### 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.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.**

**Your access to and use of this site is subject to the following terms and conditions and all applicable laws.**

**Your use of this Site constitutes an irrevocable waiver of any claim that you did not read, understand, agree, and accept to be bound by these Terms and Conditions and/or the Privacy Policy.**

By accessing, browsing and/or using this website ("Site") or any other site, sub site, or satellite website owned by Adobe Travel LLC d/b/a Los Gauchos Outfitters, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions **without limitation or qualification**, and to comply with all applicable laws and regulations. If at any time you find these Terms and Conditions unacceptable, do not use this Site. This Site may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information on this Site may contain

technical inaccuracies or typographical errors. LG may at its discretion change or eliminate the features of this Site or cease operation of this Site without notice to you. If you have any questions about these Terms and Conditions, please contact us at: [info@losgauchos.com](mailto:info@losgauchos.com) before using this Site.

This Terms and Conditions Agreement ("Agreement") and ("Terms and Conditions") and ("Terms and Conditions") constitutes a valid, binding contract between you and Adobe Travel LLC d/b/a Los Gauchos Outfitters, a Texas Limited Liability Company; the owner and operator of the site accessible through is accessible at: [info@losgauchos.com](mailto:info@losgauchos.com), with respect to the use of this website (the "Site"). The information provided on this site is provided subject to compliance with the terms of this Agreement. By using the losgauchos.com website (the "Site"), you not only agree to follow and be bound by these Terms and Conditions (the "Terms and Conditions") but also agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms and Conditions, the words "you" and "your" refers to the customer visiting the Website and/or booking a non-refundable hunting and/or fishing trip through us on this Website, or through one of our customer service agents.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT. Therefore, Adobe Travel LLC d/b/a Los Gauchos Outfitters will not intentionally collect information about any user under the age of 18. If Adobe Travel LLC d/b/a Los Gauchos Outfitters obtains actual knowledge that it has obtained personal information about a person under the age of 18, that information will be immediately and permanently deleted from our records.

## **OWNERSHIP**

This Site is owned and operated by Adobe Travel LLC d/b/a Los Gauchos Outfitters. All right, title and interest in and to the materials provided on this Site, including but not limited to information, documents, logos, graphics, video, photos, sounds and images (the "Materials") are owned either by LG or by our respective third party authors, developers or vendors ("Third Party Providers"). Except as otherwise expressly provided by LG, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site shall be construed to confer any license under any of LG's intellectual property rights, whether by estoppel, implication or otherwise. LG does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by LG. Any rights not expressly granted herein are reserved by LG

## **USE OF SITE**

Your use of the Site must always comply with applicable law. In particular, but without limitation, you agree not to use the Site to: (a) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity;(b) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;(c) upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or(d) upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment.

## **MODIFICATION**

LG may in its sole discretion and without notice alter, update, delete, discontinue, suspend, revise, supplement, modify or amend any aspect of the Terms and Conditions without prior notice to you. We make no commitment to update the information contained on this Site. You agree that LG shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon its posting on the Site. You agree that you will be bound by the Terms and Conditions, however and whenever it is updated, revised, supplemented, modified, or amended, whether you have

actual or constructive notice of, and whether you have used or continue to use the Site after, the updates, revisions, supplements, modifications or amendments. Furthermore, you accept the affirmative obligation that it is your responsibility regularly to review this Agreement and to acquaint yourself with any changes. Your continued use of this site shall be deemed an acceptance and agreement to be bound by such modifications, alterations or updates.

## **RELATIONSHIP**

The use of this site creates no relationship, contractual or otherwise, between You and Adobe Travel LLC d/b/a Los Gauchos Outfitters, or any other third party, with respect to a joint venture, partnership, or agency relationship between you and Adobe Travel LLC d/b/a Los Gauchos Outfitters. Therefore you agree and accept that no joint venture, partnership, or employment offer or employment relationship exists between you and Adobe Travel LLC d/b/a Los Gauchos Outfitters as a result of this Agreement or any use of this Site.

## **COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS**

When accessing Adobe Travel LLC d/b/a Los Gauchos Outfitters or using any Adobe Travel LLC d/b/a Los Gauchos Outfitters' Products and/or Services, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your Adobe Travel LLC d/b/a Los Gauchos Outfitters user account.

Adobe Travel LLC d/b/a Los Gauchos Outfitters has adopted a policy that provides for the immediate removal of any content, article or materials that have infringed on the rights of Adobe Travel LLC d/b/a Los Gauchos Outfitters or of a third party or that violate intellectual property rights generally. Adobe Travel LLC d/b/a Los Gauchos Outfitters' policy is to remove such infringing content or materials and investigate such allegations immediately.

## **OUTBOUND LINKS**

For your convenience, our Site provides links to other sites. When you click on one of these links, you are leaving our site and entering another site. We are not responsible for such third party Web sites. You should carefully review the terms and conditions of use of these sites, because the third party terms and conditions, not these Terms and Conditions will apply to your visit to other sites.

## **INBOUND LINKS**

We welcome links from a third party site to our Site, through a plain text link, provided that (a) you discontinue providing a link to our Site if so requested by Adobe Travel LLC d/b/a Los Gauchos Outfitters; (b) you do not imply in any fashion that Adobe Travel LLC d/b/a Los Gauchos Outfitters is endorsing any of your products or service or is affiliated with you, (c) you do not present Adobe Travel LLC d/b/a Los Gauchos Outfitters in a false light, or provide misleading or false information about Adobe Travel LLC d/b/a Los Gauchos Outfitters, or its Site or Services, (d) you do not remove or obscure the copyright notices, or other notices on this Site; (e) you do not use any Mark of Adobe Travel LLC d/b/a Los Gauchos Outfitters; and (f) you do not replicate, frame or mirror the content of the Site. We reserve the right to require you to remove links to the Site, in our sole discretion.

## **INAPPROPRIATE CONTENT**

When accessing the Site or using Adobe Travel LLC d/b/a Los Gauchos Outfitters' Products and/or Services, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (i) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Adobe Travel LLC d/b/a Los Gauchos Outfitters reserves the right to terminate or delete such material from its servers. Adobe Travel LLC d/b/a Los Gauchos Outfitters will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms and Conditions or of any applicable laws.

## **VIRUSES**

We make reasonable attempts to exclude viruses from the Site, but cannot ensure that the Site will be at all times free from viruses or other destructive software. You are urged to take appropriate safeguards before downloading information from the Site. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Site or downloading anything from the Site.

## **OTHER LIMITATIONS**

Unless otherwise provided within these Terms, or unless specific applicable law requires Adobe Travel LLC d/b/a Los Gauchos Outfitters to allow you to do so, you may not do any of the following without the prior written consent of Adobe Travel LLC d/b/a Los Gauchos Outfitters:

- Use any robot, spider, other automatic device, or manual process to monitor Content;
- Use the Site other than to make a legitimate decision as to whether or not to hire us to provide a product or service.
- Use the Site to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that Adobe Travel LLC d/b/a Los Gauchos Outfitters is endorsing your products or services;
- Place false or misleading information on the Site;
- Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms.
- Use or access the Site in any way that, in our reasonable judgment, adversely affects the performance or function of the Site, or any other computer systems or networks used by Adobe Travel LLC d/b/a Los Gauchos Outfitters, other Site users or members;
- Upload or transmit to the Site or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our Site, or appropriate the Site or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;
- Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our site, or take any action that impose an unreasonable load on our equipment; or
- Disguise the origin of the information transmitted through the Site.

## **INTELLECTUAL PROPERTY RIGHTS**

The Site is protected by copyright, trademark, trade dress and other intellectual property rights.

- (a.) Adobe Travel LLC d/b/a Los Gauchos Outfitters grants you a personal, revocable, non-transferable, and non-exclusive right and license to use the object code of the Site on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software for the Site except and only to the extent that such activity is permitted by applicable law notwithstanding this limitation.
- (b.) The logos, and other service marks and service names of Adobe Travel LLC d/b/a Los Gauchos Outfitters (“Marks”) are owned or licensed by Adobe Travel LLC d/b/a Los Gauchos Outfitters. You agree not to copy, display or otherwise use any of the Marks without the prior written permission of Adobe Travel LLC d/b/a Los Gauchos Outfitters. Notwithstanding the foregoing, the Marks may not be used in any manner likely to cause confusion, disparage or dilute these marks and/or in connection with any product or service that is not authorized or sponsored by Adobe Travel LLC d/b/a Los Gauchos Outfitters.
- (c.) The entire Site, and all object code and source code, text, graphics, multimedia content, including but not limited to images, illustrations, html and other mark up languages, and all scripts within the site associated therewith, are Copyright 2011, Adobe Travel LLC d/b/a Los Gauchos Outfitters. All rights reserved. The copyrighted and proprietary property of Adobe Travel LLC d/b/a Los Gauchos Outfitters may not be duplicated or used without Adobe Travel LLC d/b/a Los Gauchos Outfitters’ express prior written consent.

## **PERSONAL USE**

The site is made available for your personal use on your own behalf only.

## **CHILDREN**

Minors—those under the age of 18—are not eligible to use the Site and we ask that they do not submit any personal information to us.

## **PRIVACY**

In order to use this Site, you must agree to the Adobe Travel LLC d/b/a Los Gauchos Outfitters Privacy Policy. Please refer to the Adobe Travel LLC d/b/a Los Gauchos Outfitters Privacy Policy, which is incorporated herein on the Site by reference. Adobe Travel LLC d/b/a Los Gauchos Outfitters respects your privacy and we have a Privacy Policy in place to inform you about how we handle your personal information. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.

A complete statement of Adobe Travel LLC d/b/a Los Gauchos Outfitters’ current Privacy Policy can be found by clicking on the Privacy link on any page of this Site.

If you choose to use or access any password protected portions of the Site or the Services, you must provide complete and accurate information as requested on the registration form. You may also be asked to provide a user name and password. You are entirely responsible for the maintaining the confidentiality of your password. You may not use a third party’s account, user name or password at any time. You

agree to notify Adobe Travel LLC d/b/a Los Gauchos Outfitters immediately of any unauthorized use of your account, user name or password. Adobe Travel LLC d/b/a Los Gauchos Outfitters shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by Adobe Travel LLC d/b/a Los Gauchos Outfitters, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

Reviews, Comments, Communications, and Other Content: At various locations on the Site, Adobe Travel LLC d/b/a Los Gauchos Outfitters may permit visitors to post reviews, comments, and other content (the "User Content"). Contributions to, access to and use of the User Content is subject to this paragraph and the other terms and conditions of these Terms and Conditions.

In connection with the use of certain Adobe Travel LLC d/b/a Los Gauchos Outfitters' products or services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant Adobe Travel LLC d/b/a Los Gauchos Outfitters a worldwide, royalty-free, nonexclusive, and fully sub licensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling your use of any applicable service.

## **ADOBE TRAVEL LLC d/b/a LOS GAUCHOS OUTFITTERS' RIGHTS AND DISCLAIMERS**

**Adobe Travel LLC d/b/a Los Gauchos Outfitters, acts only as a travel agent for the Providers, Suppliers, Agents, and Contractors of the hunting trip, fishing trip, or tour. All travel and logistics including but not limited to: travel, hunting, fishing, including all transportation whether by plane, car, motor coach, ship or railroad is operated by a third party.**

The ideas and information that are posted on this Site do not necessarily reflect Adobe Travel LLC d/b/a Los Gauchos Outfitters' views. Adobe Travel LLC d/b/a Los Gauchos Outfitters reserves the right, which it may or may not exercise, to review, edit, or delete any material that it deems to be inappropriate or in violation of this Agreement. Adobe Travel LLC d/b/a Los Gauchos Outfitters has the absolute right, in its sole discretion, to deny or to withdraw access to anyone who violates this Agreement. Adobe Travel LLC d/b/a Los Gauchos Outfitters access and use decisions are final and not reviewable. Notwithstanding the above, Adobe Travel LLC d/b/a Los Gauchos Outfitters expressly disclaims any responsibility or liability for any material communicated by third parties through the Site or for any loss or damage allegedly resulting from use of the Site or from denial or withdrawal of Site access. There may be delays, omissions or inaccuracies in information obtained through your use of this Site. We will use our reasonable commercial efforts to keep our Site available on a 24-hour/7-day-a- week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the Site will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime. This information is provided to you with the understanding that it does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. Information on this Site should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors. Moreover, Adobe Travel LLC d/b/a Los Gauchos Outfitters does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through this Site by Adobe Travel LLC d/b/a Los Gauchos Outfitters, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option and risk. In addition, you may not use this Site in any manner to suggest or imply that Adobe Travel LLC d/b/a Los Gauchos Outfitters promotes or endorses your or any third party's causes, ideas, political campaigns, political views, websites, products or services.

## **COPYRIGHTS**

All Site design, text, graphics, the selection and arrangement thereof, Copyright ©, Adobe Travel LLC d/b/a Los Gauchos Outfitters  
ALL RIGHTS RESERVED.

## **TRADEMARKS**

Adobe Travel LLC d/b/a Los Gauchos Outfitters, losgauchos.com, the Adobe Travel LLC d/b/a Los Gauchos Outfitters logo, all images and text, and all page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of Adobe Travel LLC d/b/a Los Gauchos Outfitters. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

## **INQUIRIES**

BY USING ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS SERVICES OR ACCESSING THE LOSGAUCHOS.COM SITE, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS VIA THE ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS SITE CONSTITUTES AN INQUIRY TO ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS, AND THAT ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

## **LIMITED PERMISSION TO DOWNLOAD**

Adobe Travel LLC d/b/a Los Gauchos Outfitters hereby authorizes you to view, copy, print and distribute the materials on this website subject to the following conditions:

- The materials are used for informational purposes only.
- The materials are used for noncommercial purposes.

Any copy of the materials or portion thereof must include this copyright notice in its entirety.

Adobe Travel LLC d/b/a Los Gauchos Outfitters hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that (i) the copyright and trademark notice appearing below appears in such Materials, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms and Conditions. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

## **LINKS TO THIRD PARTY SITES**

This Site may contain links to websites controlled by parties other than Adobe Travel LLC d/b/a Los Gauchos Outfitters (each a "Third Party Site"). Adobe Travel LLC d/b/a Los Gauchos Outfitters works with a number of partners and affiliates whose sites are linked with Adobe Travel LLC d/b/a Los Gauchos Outfitters. Adobe Travel LLC d/b/a Los Gauchos Outfitters may also provide links to other citations or resources with whom it is not affiliated. Adobe Travel LLC d/b/a Los Gauchos Outfitters is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. Adobe Travel LLC d/b/a Los Gauchos Outfitters makes no guarantees about the content or quality of the products or services provided by such sites. Adobe Travel LLC d/b/a Los Gauchos Outfitters is not responsible for webcasting or any other form of transmission received from any Third Party Site. Adobe Travel LLC d/b/a Los Gauchos Outfitters is providing these links to you only as a convenience, and

the inclusion of any link does not imply endorsement by Adobe Travel LLC d/b/a Los Gauchos Outfitters of the Third Party Site, nor does it imply that Adobe Travel LLC d/b/a Los Gauchos Outfitters sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that Adobe Travel LLC d/b/a Los Gauchos Outfitters is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

In addition, a link to Adobe Travel LLC d/b/a Los Gauchos Outfitters' website does not mean that Adobe Travel LLC d/b/a Los Gauchos Outfitters endorses or accepts any responsibility for the content or the use of such website. In fact, Adobe Travel LLC d/b/a Los Gauchos Outfitters disclaims any and all liability and responsibility for such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

## **SERVICES**

While we will use our best efforts to meet the needs of our clientele, Adobe Travel LLC d/b/a Los Gauchos Outfitters cannot guarantee the availability of any particular professional service displayed on this Site. Adobe Travel LLC d/b/a Los Gauchos Outfitters reserves the right to discontinue the sale of any product or professional service listed on this Site at any time without notice. Any product or professional service prices offered on this Site may vary from other advertised prices due to varying conditions in different geographic markets. Any prices displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order. While our goal is a 100% error-free Site, we do not guarantee that any content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. Adobe Travel LLC d/b/a Los Gauchos Outfitters reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

## **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.**

## **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.

## **WAIVER AND RELEASE**

**You understand, agree, and accept that you will be required to sign and be bound by the following Release and Waiver of Liability before embarking on your Trip and/or participating in any Activity with 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.

## **INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD COMPLETELY HARMLESS ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS AND ALL OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, SUB-AGENTS, CONTRACTORS, SUB-CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, AND REASONABLE ACCOUNTING FEES INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO ANY BREACH BY YOU OF THIS AGREEMENT OR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS YOU HAVE MADE BY AGREEING TO THE TERMS OF THIS AGREEMENT. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY SUCH CLAIM. MONITOR RESERVES THE

RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

#### **LIMITATIONS AND EXCLUSIONS OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- (A) THE USE OR THE INABILITY TO USE THE SITE;
- (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
- (D) ANY OTHER MATTER RELATING TO THE SITE.

IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE. NOTWITHSTANDING THE FOREGOING, ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS'S LIABILITY TO YOU SHALL IN NO CASE EXCEED \$100. YOU FURTHER AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS ARISING OUT OF THE USE OF THE SITE. ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS SHALL NOT BE HELD LIABLE FOR ANY REPRESENTATIONS ON THIRD PARTY SITES IN RELATION TO THE INFORMATION PROVIDED IN THIS SITE.

#### **DISCLAIMER OF WARRANTIES**

THE INFORMATION CONTAINED IN THIS SITE IS FOR GENERAL GUIDANCE ON MATTERS OF INTEREST ONLY. THIS WEBSITE AND THE INFORMATION CONTAINED THEREIN (THE LOS GAUCHOS SITE") IS PROVIDED BY ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS AND IS INTENDED TO PROVIDE GENERAL INFORMATION ON A PARTICULAR SUBJECT OR SUBJECTS AND IS NOT AN EXHAUSTIVE TREATMENT OF SUCH SUBJECTS. EVERY SERVICE OFFERED BY ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS IS UNIQUE, AND THE RESULTS OF ANY PARTICULAR JOB, PROJECT, SERVICE OR PRODUCT WILL VARY; NO SPECIFIC OR PARTICULAR RESULT OR OUTCOME CAN BE GUARANTEED.

Adobe Travel LLC d/b/a Los Gauchos Outfitters AND ITS PROVIDERS MAKE NO WARRANTY OF ANY KIND REGARDING THE SITE, CONTENT, PRODUCTS OR SERVICES, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.. NEITHER ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT.

Adobe Travel LLC d/b/a Los Gauchos Outfitters AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SITE WILL BE FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, THAT COMMUNICATIONS TO OR FROM THE SITE WILL BE SECURE AND NOT INTERCEPTED, THAT THE SERVICES AND OTHER CAPABILITIES OFFERED

FROM THE SITE WILL BE UNINTERRUPTED, OR THAT ITS CONTENT WILL BE ACCURATE, COMPLETE OR TIMELY. THE FACT THAT Adobe Travel LLC d/b/a Los Gauchos Outfitters IS INCLUDING OR OFFERING ANY PRODUCT OR SERVICE ON THE SITE IS NOT AN ENDORSEMENT OR A RECOMMENDATION OF THE PRODUCT OR SERVICE.

The application and impact of laws can vary widely based on the specific facts involved. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in information contained in this Site. Accordingly, The information on this Site is provided with the understanding that the authors and publishers are not herein engaged in rendering legal, accounting, tax, or other advice and services requiring special licensing and/or certification.

As such, no information this Site or any third party site linked to or from this Site should be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers. Before making any decision or taking any action that might affect your personal finances, business finances, and/or or personal and/or business legalities, you should consult a licensed professional. While we have made every attempt to ensure that the information contained in this Site has been obtained from reliable sources, Adobe Travel LLC d/b/a Los Gauchos Outfitters is not responsible for any errors or omissions, or for the results obtained from the use of this information.

You hereby acknowledge that use of the site is at your sole risk. If you are a California resident, you hereby waive California civil code section 1542 which provides: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### **eMAIL DISCLAIMER**

NOTICE: If you have received an e-mail from Adobe Travel LLC d/b/a Los Gauchos Outfitters, the e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of the message is not the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of the message or its attachments is strictly prohibited. If you have received a message in error, please notify the sender immediately by replying to the message and please delete it from your computer.

PLEASE NOTE that all incoming e-mails will be automatically scanned by us and by an external service provider to eliminate unsolicited promotional e-mails ("spam"). This could result in deletion of a legitimate e-mail before it is read by its intended recipient at our company. Please tell us if you have concerns about this automatic filtering. If you experience any problems with email, please call our office at: 214-295-5281.

#### **CHOICE / OPT – OUT**

Users who no longer wish to receive e-mail which Adobe Travel LLC d/b/a Los Gauchos Outfitters may send, may opt-out of receiving these communications by replying with the term "unsubscribe" in the subject line of the email or by emailing Adobe Travel LLC d/b/a Los Gauchos Outfitters at: [info@criddlecompany.com](mailto:info@criddlecompany.com)

#### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and Adobe Travel LLC d/b/a Los Gauchos Outfitters with respect to the with respect to your use of the Site. The subject matter of this Agreement and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding that subject matter. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Adobe Travel LLC d/b/a Los Gauchos Outfitters. Our failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future. A printed version of this Agreement and of any notice given in electronic form shall be

admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **SEVERABILITY**

If any provision of these terms and conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

## **GOVERNING LAW AND VENUE**

This Web site (excluding linked sites) is controlled by Adobe Travel LLC d/b/a Los Gauchos Outfitters from its offices within the State of Texas, United States of America, and you agree that these Terms and Conditions and any legal action or proceeding relating to this site shall be governed by the laws of the State of Texas. The Site can be accessed from all 50 states, as well as from other countries around the world. As each of these jurisdictions has laws and regulations that may differ from those of Texas, by accessing this Site both you and Adobe Travel LLC d/b/a Los Gauchos Outfitters agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principles thereof, will apply to all matters relating to use of this Site (whether grounded in tort, contract, law or equity). In the case of a dispute, you and Adobe Travel LLC d/b/a Los Gauchos Outfitters agree any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in Dallas County, Texas. You and Adobe Travel LLC d/b/a Los Gauchos Outfitters hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

## **FORCE MAJEURE**

Adobe Travel, LLC d/b/a Los Gauchos Outfitters cannot be held liable for any claims, losses, damages, costs, expenses, delays, loss of enjoyment, of any nature or kind whatsoever, to the Client(s) and the Client(s) companions, resulting from events beyond Adobe Travel LLC d/b/a Los Gauchos Outfitters' or the Provider's, vendor's or supplier's control, including but not limited to acts of God, strikes, lockouts, or other labor disputes or disruptions, pandemic or local diseases, changes in game laws and/or hunting and fishing regulations, wars, blockades, insurrections, riots, earthquakes, volcanoes, weather conditions, floods, or laws, acts, or restraints imposed by government authorities.

## **ACKNOWLEDGEMENT**

BY USING ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS SERVICES OR ACCESSING THE ADOBE TRAVEL LLC D/B/A LOS GAUCHOS OUTFITTERS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT TO BE BOUND BY THESE TERMS AND CONDITIONS. **Your use of this Site constitutes an irrevocable waiver of any claim that you did not read, understand, or agree to these Terms and Conditions.**