

Waiver of liability (October 17 2019)

CARAMEX RV CARAVAN TOURS S.A de C.V. (also operating as Caravanas de Mexico RV Tours SA de CV/ Vagabundos del Mar

Waiver & Release of liability:

(Please be advised that each adult person in your party, without exception, will be required to sign a printed copy of this agreement before the Caramex Mexico RV Tours SA de CV tour commences.)

Caramex Mexico RV Tours SA de CV is a registered Mexican tour agency. Vagabundos del Mar is a registered US non-profit. Paul Beddows operating under LLC BC0989412, and is not a paid employee of Caramex Mexico RV Tours SA de CV. nor Vagabundos del Mar, and bears no responsibility for its operations, other than orienting clients. Our wagon masters are contractors and have no financial or administrative interest in Caramex Mexico RV Tours SA de CV. We, the client(s) acknowledge that any legal disputes of any type must be dealt directly with Caramex Mexico RV Tours SA de CV. Vagabundos del Mar contracts Caramex Mexico RV Tours SA de CV for caravans operating under their name.

The client(s) acknowledge that Caramex Mexico RV Tours SA de CV nor Vagabundos del Mar shall not be liable for any injuries or any damage to any client or be subject to any claim, demand, injury, or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence on the part of Caramex Mexico RV Tours SA de CV its officers, employees, wagon masters, tour guides, tail-gunners or agents. I/we the Client do hereby expressly release and discharge Caramex Mexico RV Tours SA de CV and Vagabundos del Mar from all such claims, demands, injuries, damages, actions or causes of action. The Client certifies that he/she is aware of all risks associated with traveling in Mexico and assume all responsibility and consequences for said risks. The client assumes all responsibility for any pre-existing medical condition or illness or injury to self, acquired on the trip.

Name 1

Signature

Name 2

Signature

Caramex Mexico RV Tours SA de CV is specifically not responsible for disruptions due to weather, and weather related disruptions that may affect or alter our itinerary. We will endeavor to the best of our abilities to re-schedule to avoid these occurrences should they occur up to providing a discount on future trips or financial adjustments, at our discretion, for any tours that may be missed. The Client acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.

In respect of Caramex Mexico RV Tours SA de CV & providing clients' optional transportation or tours to any and all locations, whomever is joining these activities hereby releases and agrees to indemnify Caramex Mexico RV Tours SA de CV and their agents or contractors from all liability, loss or damage claim, or punitive course of action, whether or not caused by Caramex Mexico RV Tours SA de CV actions or its agents.

Tours and excursions are to commence at the time scheduled and in the manner scheduled. We reserve the right to cancel or alter any tour or excursion, as conditions may require. Any changes are made in the best interest of the clients participating, or as a result of circumstances beyond our control. Notwithstanding excursions operated directly by our own company, Caramex Mexico RV Tours SA de CV acts only as an agent for other transportation companies, sightseeing, train journeys, cable car trips, fishing, whale watching, kayaking, diving tours etc. and may not be a principal or operator for those subject services. We reserve the right to cancel or alter any itinerary as conditions or safety concerns require. Changes may involve sightseeing events, excursions, campgrounds, and /or meals. We reserve the right to substitute excursions, events, campgrounds when scheduled ones are not available. Caramex Mexico RV Tours SA de CV, & Vagabundos del Mar reserve the right to cancel any scheduled RV caravan tour prior to departure. In that event, all deposits and payments will be fully refunded.

Name 1

Signature

Name 2

Signature

Participants have the option to cancel the tour & receive a refund less according the schedule found on our website under “terms”. A credit may be applied to future caravans or tours we operate under some circumstances. Caramex Mexico RV Tours SA de CV and Vagabundos del Mar are not responsible for any additional expenses incurred due to delays caused by weather, mechanical problems or other circumstances beyond our control. In the event of delays we may extend the caravan to compensate, PROVIDED every participant is agreeable and campground reservations can be altered.

Wagon Masters, sales representatives & coordinators, are contractors, and are not employees of Caramex Mexico RV Tours SA de CV or Vagabundos del Mar. Caramex Mexico RV Tours SA de CV nor Vagabundos del Mar shall not be held liable for their actions, neither shall those agents or contractors be held liable for any actions or omissions on the part of Caramex Mexico RV Tours SA de CV or Vagabundos del Mar.

Caramex Mexico RV Tours SA de CV nor Vagabundos del Mar are not responsible if a customer is refused access into Mexico or refused a vehicle permit. Customers are provided a list of what they require and are expected to arrive at the border with that documentation. If anyone is refused entry or a permit, we may refund the cost or part thereof of the caravan at our discretion, **based upon the circumstances. It is the customer’s responsibility to ensure they are eligible to enter Mexico.** This information may be found at www.mexicocaravans.com/border.html. Regardless, Caramex Mexico RV Tours SA de CV or Vagabundos del Mar are not responsible for any costs incurred prior to departure.

In the event of mechanical breakdown or medical problem, Caramex Mexico RV Tours SA de CV will attempt to assist any participant to the best of our ability, including assistance with finding a repair shop or medical facility, and provide detailed instructions for rejoining the caravan later, when possible or Green Angel assistance at the customers expense.

The Client certifies that their vehicle is in good mechanical condition and has been checked over by a mechanic prior to departure and he/she has done a recent oil change and have an extra oil, fuel & air filter. Also that brakes, belts, tires and any trailer brakes are in good working order. An extra spare off-rim is advised for trailer tires.

I acknowledge that I have been informed of power issues in Mexico and provided with options to protect my rig against bad power. Caramex Mexico RV Tours SA de CV will not be responsible for damage to electronic & appliances caused by connecting to bad power.

Name 1

Signature

Name 2

Signature

The client (s) agrees to provide the Wagon Master with a sealed envelope containing information on any medical conditions and contact numbers in the event of illness or accident. This envelope will only be used in an emergency and will be returned unopened at the end of the trip. We will supply a form to fill out before departure

The client(s) acknowledges that he/she has been informed by Caramex Mexico RV Tours SA de CV and/or Vagabundos del Mar that any type of firearms or ammunition or any type of non prescription drugs or substances restricted in Mexico, will result in expulsion without compensation.

The client(s) acknowledges that if he/she voluntarily departs from the itinerary we set, in either its original or altered form, he/she is on their own in every aspect.

The client(s) acknowledge that if we he/she does not show up, deviates from, or leaves the caravan early for any reason other than the allowed exclusions, the client (s) not entitled to any refund of fees paid, (at our discretion) but may have the option to rejoin the same or subsequent caravans that season without penalty, provided they have left with the express permission of the Wagon Master.

The Client(s) grant full permission to any and all use of his/her likeness, including photographs and videotape for publicity and advertising purposes without compensation unless the wagon master is informed prior to the trip that the client(s) do not wish to be photographed.

By registering with Caramex Mexico RV Tours SA de CV and making a deposit, I/we the client(s) understand and agree to abide by the terms and conditions of this agreement.

Name 1 (Print):

Name 1 (Signature):

Name 2 (Print):

Name 2 (Signature):

Witness Name & Signature: _____

Date: