

**Panama Sailing Tours accepts bookings subject to the following:**

Your Contract with Panama Sailing Tours: Customers accept the terms and conditions at the moment of payment. It is at this point that a contract between Panama Sailing Tours and the Client comes into existence. Panama Sailing Tours reserves the right to decline any booking at their discretion. The contract, including all matters rising from it, is subject to Panamanian Law and the exclusive jurisdiction of the Panamanian Courts. No employee of Panama Sailing Tours other than the managers has the authority to vary or omit any of these terms or promise any discount or refund.

**Bookings:** For reservations full payment is required.

**Cancellations:** There are no refunds for cancellations, however, clients can re-schedule tours one time with a surcharge of USD\$40.00 per person for day tours and \$20.00 per person for bay tours, unless otherwise indicated. re-schedules are subject to availability and should be done in a term of maximum 15 days.

**No Show:** No reimbursements applies for no show. Clients can re-schedule tours one time with a surcharge of USD\$40.00 per person for day tours and \$20.00 per person for bay tours, unless otherwise indicated. No show re-schedule is subject to availability and should be done in a term of maximum 15 days.

**Weather:** No warranty is made as to suitability of weather with respect to this tour. The Captain shall have the option of terminating or canceling the charter any time that she/he deems the safety of the vessel, clients and crew will be endangered by the predicted weather. Clients can change the tour date due to bad weather cancellations, but no refund is provided for cancellations due to weather.

**Note:** Rain is not considered as bad weather.

**Changes by Us:** While Panama Sailing Tours use its best endeavors to operate the boat tour as advertised, by entering into this contract the Client accepts that it may prove necessary or advisable to vary or modify a tour itinerary or its content due to prevailing local conditions. Panama Sailing Tours reserves the right at any time to cancel or change any of the facilities or services described in the advertising, and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes. If a major change becomes necessary Panama Sailing Tours will inform through it's website, email or any local phone number that the Client has given at the moment of the reservation. The definition of major change will depend on the individual tour and circumstances.

Cancellation by Us: Panama Sailing Tours reserves the right to cancel a tour in any circumstances but will endeavor to avoid this unless absolutely necessary.

Authority: Panama Sailing Tours warrants that the Captain meets all requirements necessary to legally command the vessel in the area chartered. It is understood that the Captain is in full command, and that the Client agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and other pertinent matters.

Insurance: Panama Sailing Tours agrees to keep the yacht fully insured, against collision risks and with protection and indemnity coverage for the full term of the charter period. The Client shall not be liable for any such loss or damage. Cruise One Inc shall not be held responsible for loss or damage to personal property, death or for any injury suffered by the Client, or the Client guests, during the term of this charter, regardless of whether any such loss or injury occurs on board the vessel or elsewhere, unless such loss, damage or injury is the direct and proximate result of Panama Sailing Tours sole negligence. More specifically, but without limiting the foregoing, Panama Sailing Tours and his insurance underwriters accept no responsibility or liability for accidents, injuries or death related to the vessel's dinghy, swimming and/or the use of snorkels, masks or allied equipment (such as scuba equipment), water skiing, kayaking, personal watercraft, spinnaker flying, halyard flying, or other sports equipment, whether or not supplied by Panama Sailing Tours or the Client.

Alcohol Consumption: Panama Sailing Tours offers Open Bar in most of its Tours and Excursions. Panama Sailing Tours reserves the right to restrict alcohol consumption to minors. Panama Sailing Tours crew's has the authority to restrict alcohol consumption to any adult with an excessive alcohol consumption that may cause bad behavior or put at risk its safety or others safety.

Children: Panama Sailing Tours requires that each children under 10 years old must be accompanied and supervised by a legal guardian, during all the tours and excursions that Panama Sailing Tours offers.

Liability Exclusion: Panama Sailing Tours shall in no case be liable for any loss of or damage to the property of the Client or Client guests or for death or injury to them however caused, and the Client shall indemnify Panama Sailing Tours against all costs, proceedings, claims and demands sustained by or brought or made against Panama Sailing Tours on account of any such loss, damage, death or injury. This clause shall have no effect in case unless such loss, damage or injury is the direct and proximate result of Panama Sailing Tours sole negligence.

Illness or Disability: Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the

tour. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid will be forfeit. This will not prevent the Client from participating in the tour but will enable Panama Sailing Tours to take additional precautions for the Client's safety and enjoyment at such times as may be appropriate.

**Photographs and Videos:** Panama Sailing Tours reserves the right to film and photograph the people on board the vessel, in any of the destinations that Panama Sailing Tours offers. Such material will be used exclusively by Panama Sailing Tours (website, social media and events). If you do not want to appear in these photos or videos, you must advise to the photographer. Panama Sailing Tours is the copyright owner of such material.

**Force Majeure:** Notwithstanding any other terms here of Panama Sailing Tours shall not be liable for any loss, damage, death or injury arising or resulting from any act of nature; act of war; act of public enemies; pirates or assailing thieves; arrest or restrained of princes, rulers or people, or seizure under legal process; strike or lock-out or stoppage or restrained of labor from whatever cause, whether partial or general; riot or civil commotion; perils or dangers of the seas or other navigable waters or accidents of navigation; fire or from any other cause of whatsoever kind beyond the control of Panama Sailing Tours.

**Drugs and other illegal activities:** The use, transportation, or possession of illegal drugs or narcotics (INCLUDING MARIHUANA) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by the Client, or the Client guests constitutes a breach of this contract and shall be cause for immediate termination of this Agreement without refund of any payments made by the Client. the Client will be held responsible for any loss or damage to the vessel or Panama Sailing Tours Inc due to any such violations and will be put ashore at the next port of call.