

January 18, 2014 through January 24, 2014 Departing from Tucson, Arizona

TRIP TERMS & CONDITIONS

Caribbean Sky Tours' (CST) IFF Baja Adventure departs from Tucson, AZ on Saturday, January 18 and returns to Nogales, AZ on Friday, January 24, 2014. We also have an alternate route for the return that we can offer to those with a shorter range or that would prefer to avoid the over-water part of the route.

1. ITINERARY

There will be an informal gathering the night before departure (location TBD) to get acquainted and to go over the paperwork, documents and procedures for the trip.

The group will meet at the Tucson International Airport on Saturday, January 18th at 7:00am for a final trip review and briefing (exact location TBD)

Day 1 Saturday, January 18

Leave from Tucson International Airport (KTUS) to San Felipe International Airport. Clear customs and immigration, process entry permits and refuel. After completion of the entry process we will enjoy a delicious lunch served at the airport. After lunch we continue to Loreto, complete arrival procedures at the airport and transfer to Hotel La Mision. Check in, relax and reconvene for dinner at the Los Olivos hotel restaurant for a group dinner.

Meals Included: Lunch and dinner

Day 2 Sunday, January 19

A Day to RELAX and enjoy the quaint Loreto atmosphere, walk along the boardwalk, visit the Mission of our Lady of Loreto or stroll along downtown shops and restaurants. Take a boat trip to Isla Coronado or to one of the other neighboring islands in the Sea of Cortes or charter a boat for a fishing trip...

Meet before dinner for a quick pre-flight briefing, followed by dinner in the hotel restaurant.

Meals Included: Breakfast and dinner

Day 3 Monday, January 20

After an early breakfast we head to the Loreto airport to fly to the Rancho San Cristobal airstrip located right by the beach. There, we will take the boat tour to see the gray whales, a truly fantastic experience. After returning from our whale watching adventure we will have lunch and return to Loreto in the afternoon. Enjoy the evening strolling through the streets of Loreto. Dinner is on your own.

Meals Included: Breakfast and lunch

Day 4 Tuesday, January 21

After breakfast we head to Ciudad Constitucion to visit an asparagus packaging facility followed by an orange juice processing plant. We will have a local lunch and return to Loreto in the late afternoon. We reconvene for a pre-flight briefing for next day's flight to Cabo San Lucas, followed by dinner at the hotel.

Meals Included: Breakfast, lunch and dinner

Day 5 Wednesday, January 22

After breakfast check out and transfer to the Loreto International Airport and enjoy another wonderful flight along the Baja coastline to Cabo San Lucas. We will complete arrival procedures and transfer to the Hotel Wyndham located on the Cabo San Lucas picturesque marina. Take the rest of the day to enjoy Cabo San Lucas, take a boat ride to the famous Arch at Land's End, visit a blown glass factory, go to the beach... We will reconvene for dinner at the hotel.

Meals Included: Breakfast and dinner



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Day 6 Thursday, January 23

After breakfast we will take a tour to the Magic Village of Todos Santos. On the way we will visit some of the local orchards. Todos Santos is located 45 miles north of CSL on the Pacific Coast. We will have lunch at the famous Hotel California. Urban legend has it that this was the place that inspired the Eagles 1977 hit song by the same name. Enjoy the quiet village, its restaurants and cafés, art galleries and local crafts before returning to Cabo San Lucas. We will reconvene before dinner to review our return flight options and alternate routes to the US followed by a farewell dinner a nearby local restaurant.

Meals Included: Breakfast, lunch and dinner

Day 7 Friday, January 24

We will need to get an early start for the return flight to the U.S. After breakfast we will check out of the hotel and transfer to the CSL Airport to start our journey back to the U.S. via the selected route.

Meals Included: Breakfast

2. NAVIGATION INFORMATION

Our route will take us along the coast of the Baja Peninsula offering a spectacular view of miles of desert sharply contrasting with the intense blue ocean. Our port of entry will be San Felipe, door to the Sea of Cortes.

ROUTES - Primary route which is shorter but includes over-water on the return flight to the U.S. You will be overflying a string of islands across the Sea of Cortes from west to east from the Baja California Peninsula to the mainland. These islands, while grouped close together, are not suitable for landing on.

| Tucson, AZ - San Felipe, MEX | KTUS-MMSF | 251 NM | (INTL) |
|-------------------------------|-----------|--------|--------------|
| San Felipe - Loreto | MMSF-MMLT | 348 NM | . , |
| Loreto - Ranch San Cristobal | MMLT-RCX | 109 NM | |
| Rancho San Cristobal - Loreto | RCX-MMLT | 109 NM | |
| Loreto - Cabo San Lucas | MMLT-MMSL | 198 NM | |
| Cabo San Lucas - Hermosillo | MMSL-MMHO | 493 NM | (over-water) |
| Hermosillo, MEX - Nogales, AZ | MMHO-KOLS | 140 NM | (INTL) |

Total distance: 1,648 NM Longest over-water leg 15 NM

ROUTES - Alternate route which avoids all over-water. It is the reciprocal route back to the USA-Mexico border.

| Tucson, AZ - San Felipe, MEX | KTUS-MMSF | 251 NM | (INTL) |
|-------------------------------|-----------|--------|--------|
| San Felipe - Loreto | MMSF-MMLT | 348 NM | |
| Loreto - Ranch San Cristobal | MMLT-RCX | 109 NM | |
| Rancho San Cristobal - Loreto | RCX-MMLT | 109 NM | |
| Loreto - Cabo San Lucas | MMLT-MMSL | 198 NM | |
| Cabo San Lucas - Loreto | MMSL-MMLT | 198 NM | |
| Loreto - San Felipe | MMLT-MMSF | 348 NM | |
| San Felipe - Nogales, AZ | MMSF-KOLS | 211 NM | (INTL) |

Total distance: 1,772 NM

Charts required: MEX WAC Charts - Hermosillo-Mexicali, Guadalajara-Culiacan (included)

Enroute Chart L1/L2 (included)

Pilot Guide 2013-2015 Pilot's Guide to Mexico and Central America (included)

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| Airports of landing | ICAO Identifier | IATA Identifier | Runway length |
|----------------------|------------------------|------------------------|-----------------|
| Tucson | KTUS | TUS | 10,996 FT |
| San Felipe | MMSF | SFC | 4,921 FT |
| Loreto | MMLT | LTO | 7,218 FT |
| Rancho San Cristobal | | RCX | 4,300 FT (DIRT) |
| Cabo San Lucas | MMSL | CSL | 6,998 FT |
| Hermosillo | MMHO | HMO | 7,546 FT |
| Nogales | KOLS | OLS | 7,200 FT |

3. PRICING

\$ 395 Airplane registration

\$ 1,825 per person, double occupancy

(Cost per additional person or for single occupancy available upon request)

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

Items Included in price

- CST staff present at all airport arrivals and group activities
- Assistance in preparing and filing flight plans, immigration forms, customs forms, entry permit
- A copy of CST's Pilot's Guide to Mexico and Central America
- Mexico VFR WAC charts and L1/L2 enroute chart
- Lodging in Mexico
- Meals in Mexico, as specified in itinerary
- Transportation between airport and hotel, as well as to and from all group activities
- All entrance fees, charter costs, guides and transfers for Group Activities specified in the itinerary
- Mexican entry permit for aircraft

Generally not included

- Tips (waiters maid, service, bell boys, drivers, local tour operators)
- Room service
- Alcoholic beverages

Not included

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

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4. BOOKING & CANCELLATION POLICY

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

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

5. MEDICAL INSURANCE

CST **strongly recommends** that participants verify that their medical insurance covers them on their trip and if it does not, that they obtain sufficient and satisfactory insurance for the entire time of their trip.

6. MODIFICATIONS, CANCELLATIONS OF TRIPS

CST is not responsible for the loss of accommodations, meals and any other expenses already paid for by the client, or any additional costs for accommodations, meals or other expenses due to the client's inability to begin or complete the trip due to problems with the client's aircraft, client illness or any and all problems of any kind associated with the client. CST is not an agent of any of the third-party providers providing accommodations, meals or other services in furtherance of this trip.

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

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

7. REQUIRED DOCUMENTS

As this is an international trip, the following documentation for the aircraft, crew and passengers is required: AIRCRAFT

- Airworthiness Certificate
- Registration Certificate
- Insurance policy with coverage in Mexico. To travel to Mexico, your aircraft insurance policy must clearly show coverage in Mexico and 3rd party liability coverage of at least US\$ 300,000.00. Call us if you have any questions regarding these requirements.
- US Customs and Border Protection Decal
- FCC Radio Station License for the aircraft



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CREW

- Valid Passport
- Airman Certificate (Pilot License)
- Medical Certificate
- Restricted Radio Operator Permit

PASSENGERS

Valid Passport

8. SIGN-UP PROCEDURE

To sign-up for this trip, you must correctly complete and submit the appropriate forms and your deposit. Terms & Conditions Form and Waiver of Liability Form must be signed by legal guardian of participants under 18 years of age. The information requested on the forms is also required in order for us to aid you in preparing all of the necessary aviation, immigration and customs forms. Please **fill out all forms legibly, using block letters**. You can scan and e-mail the completed and signed forms to info@caribbeanskytours.com (preferred) or FAX them to our Toll Free FAX number at 1-888-632-3196 or mail them to 6303 Blue Lagoon Drive, Suite 400, Miami FL 33126. Your reservation will not be accepted until ALL documents have been properly completed and submitted and your deposit has been received, at which time a confirmation will be sent to you.

The following forms must be completed and submitted:

- Terms & Conditions Form
- Aircraft Information Form
- Crew & Passenger Information Form
- Payment Form
- Liability Waiver Form (one for each participant)

The following documents must be e-mailed or FAXED for review and processing of entry permit:

- Picture page of the passport of each participant (pilots AND Passengers)
- Aircraft Registration
- Aircraft Airworthiness Certificate
- Pilot's License
- Medical certificate
- Proof of aircraft insurance, specifically those pages that state coverage in Mexico, the dollar limits of coverage and the dates of policy coverage.

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

| DATE: | SIGNATURE: |
|-------|---------------|
| | PRINTED NAME: |

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AIRCRAFT INFORMATION FORM

| | Aircraft registration (tail) number | | | | | | |
|---|--|------------|-----------------------|-------------------------------|-------------------------------|---------------------------------|--|
| | Name and address of owner | | | | | | |
| eAPIS | Name, address and c | ountry of | operator | | | | |
| eAPIS | Telephone of operato | or | | | | | |
| eAPIS | Email of operator | | | | | | |
| eAPIS | CBP Decal number | | | | | | |
| | | | Na | ame | | Telephone | |
| eAPIS | 24 Hour emergency contact | | | | | | |
| | Aircraft make & model | | | | | | |
| | Aircraft color/trim | | | | | | |
| Aircraft designator (e.g. C182, PA28) | | | | | | | |
| Characteristics | | | | Survival Equipment | | | |
| | Equipment Designator (/l | U /A /I/G) | | | Number of life rafts aboard | | |
| | Aircraft ho | me base | | | | Capacity of life rafts (people) | |
| True | Airspeed at cruise altitude | e (KTAS) | | | Color of life rafts aboard | | |
| | Preferred cruising altit | tude (FT) | | | Number of life jackets aboard | | |
| Fuel on board (hours : minutes) | | | Color of life jackets | | | | |
| (1) Cruise range with Fuel on board (NM) | | | Other | survival equipment e.g.PLB's, | flares etc. | | |
| Maximum take-off gross weight (LBS) | | | | | | | |
| Takeoff roll at sea level, 35°C at Max Take Off Gross Weight (FT) | | | | | | | |
| | e to clear 50ft obstacle at C Max Take Off Gross We | | | | | | |

(1) Range assumes that you will still have 45 min. reserves left.



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<u>Crew Information – complete one copy for EACH crew member</u>

If you have arranged for Caribbean Sky Tours to present your eAPIS submission, then you MUST provide ALL the information requested below. If Caribbean Sky Tours IS NOT submitting an eAPIS on your behalf, then it IS NOT necessary to complete those items denoted "eAPIS".

Crew information

| eAPIS | Crew member status (e.g. pilot, copilot) | |
|-------|--|--|
| | Name (first, middle, last) | |
| | Gender | |
| | Country of citizenship | |
| eAPIS | City and state of birth | |
| | Country of birth | |
| | Country of residence | |
| | Date of birth | |
| | Passport number | |
| | Passport country of issuance | |
| | Passport date of issue | |
| | Passport date of expiration | |
| | Pilot license number | |
| | Permanent address | |
| | Pilot contact telephone number | |
| | Pilot contact telephone number (cell) | |
| | Pilot contact e-mail address | |
| eAPIS | Address in the USA prior to departure from the USA (not permanent address) | |
| eAPIS | Address in the USA upon arrival in the USA from abroad (not permanent address) | |



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Passenger information - Complete one copy for EACH passenger

If you have arranged for Caribbean Sky Tours to present your eAPIS submission, then you MUST provide ALL the information requested below. If Caribbean Sky Tours IS NOT submitting an eAPIS on your behalf, then it IS NOT necessary to complete those items denoted "eAPIS".

Passenger information

| | 1 40001 | <u> </u> |
|-------|--|----------|
| | Name (first, middle, last) | |
| eAPIS | Gender | |
| | Country of citizenship | |
| eAPIS | City and state of birth | |
| | Country of birth | |
| | Country of residence | |
| | Date of birth | |
| | Passport number | |
| | Passport country of issuance | |
| | Passport date of issue | |
| | Passport date of expiration | |
| | Permanent address | |
| | Passenger contact telephone number | |
| | Passenger cell phone number | |
| | Passenger contact e-mail address | |
| eAPIS | Address in the USA prior to departure from the USA (not permanent address) | |
| eAPIS | Address in the USA upon arrival in the USA from abroad (not permanent address) | |



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TRIP PAYMENT FORM

| | | | Number of | | _ | | | | DEPOSIT |
|---------------------------|------------|---|--------------------|-----|-----------|------|--------|-------|-----------|
| | COST | | Participants 4 8 1 | ; | TOTAL | | | | DUE |
| Aircraft Registration Fee | \$ 395.00 | | | = | \$ 395.00 | Χ | 100% | = | \$ 395.00 |
| Participant | \$1,825.00 | Χ | | = | | Χ | 50% | = | |
| Single Supplement | | Χ | | = | | Χ | 50% | = | |
| Children under 6 | | Χ | | = | | Χ | 50% | = | |
| Single Supplement | | Χ | | = | | Χ | 50% | = | |
| | | | | | | , | | | |
| | | • | TRIP TOTA | L - | | | | | |
| | | | | | | | | | <u> </u> |
| | | | | | DEPO | DSIT | Due No | w - [| |

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

| Credit Card Information: | American Express | Visa | Mastercard | |
|--|--------------------------|-------|------------|---|
| Name of Credit Card Holder | | | | |
| Credit Card Number | | | | |
| Billing address of the card | | | | |
| Expiration date: | | | | |
| Security Code: | | | | |
| I hereby authorize Mako Leasi for the amount shown as DEP 30 days prior to the date of the | OSIT Due Now and then to | • | 9 | |
| Card Holder Signature: | | Date: | | _ |

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WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made on the below-stated date, by and between Mako Leasing Company I, LLC, d/b/a Caribbean Sky Tours, and including all of its subsidiaries, members, directors, officers, employees, agents, independent contractors, heirs, representatives, successors and assigns (herein referred to as "CST,") and the undersigned user or prospective user (jointly and severally referred to as the "User" or "I" or "me" or "my,") of some or all of the information and/or services provided by and/or arranged and/or suggested by CST, which information and services include, but are not limited to, its Vacation Planning Service, and Aeronautical Planning Service, Fully Escorted Trips, Travel Emergency Hotline and its *Pilot's Guide to Mexico* (hereinafter individually and collectively referred to as the "Services").

WHEREAS, I intend to utilize the Services of CST and to participate as a pilot, passenger or other participant in certain travel to Mexico, Central America, South America, the Bahamas and the Caribbean, arranged by and/or suggested to me, the User, by CST (hereinafter referred to as the "Travel"); and

WHEREAS, I understand that in participating in the Travel, I may be exposed to certain risks, including the risks of injury or death to the me and/or others, and/or damage or destruction of the my property and/or the property of others;

In consideration of the CST's providing me with the Services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree that:

- 1. I understand and agree that travel to, from and within Mexico, Central America, South America, the Bahamas and the Caribbean and/or acting as a pilot, or being a passenger, in general aviation aircraft, will expose me to risks, both foreseen and unforeseen, which include the risks of injury or death to me and/or others, and/or damage or destruction to my property and/or the property of others. These risks include but are not limited to the risks of aircraft accidents, incidents and crashes, aircraft malfunctions, drowning, exposure, deep vein thrombosis, disease, parasites, molds, heatstroke, dehydration, insect bites, snake bites, stings, toxic plants and plants which cause allergic reactions, HIV/AIDS infection, dengue fever, malaria, cholera, typhoid fever, paratyphoid fever, polio, hepatitis, food poisoning, and other diseases and risks known or unknown.
- 2. I also understand that medical care and/or emergency response may be of a lower quality than that expected in the United States of America, or that even if the medical care and/or emergency response is of a similar quality, it may be difficult or impossible to receive medical care and/or emergency response in time for it to be effective to prevent my death, the death of others, my injury or the injury to others, or the damage of my property or the property of others.
- 3. With full knowledge and understanding of the foregoing, and with full understanding of the potential dangers and possible consequences of my use of the Services and the Travel, I hereby, of my own free will and without inducements, promises or statements, other than those contained in this Agreement, EXPRESSLY ASSUME ALL RISKS OF ANY NATURE WHATSOEVER FOR ANY DEATH, INJURY OR OTHER DAMAGES to myself, my property, and the person and the property of others, which may arise out of my involvement in the Travel, I KNOW AND FULLY APPRECIATE THAT RELIANCE ON AND/OR USE OF THE SERVICES AND THE TRAVEL EXPOSE ME TO THE RISK OF PERSONAL INJURY AND EVEN DEATH. I FULLY APPRECIATE THE DANGERS AND VOLUNTARILY, EXPRESSLY, ASSUME THESE RISKS.



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- 4. For the valuable consideration stated in this Agreement, I do, for myself and for my heirs, representatives, assigns, successors, and administrators, **HEREBY EXPRESSLY RELEASE AND WAIVE ANY AND ALL CLAIMS** for negligence, gross negligence, and for any other cause of action whatsoever, which I may presently or hereafter have, against CST.
- I agree never to institute any suit or action at law or otherwise against CST, or assist in the prosecution of any claim for damages or any cause of action which I may have by reason of injury to my person or any property, or my death, or injury, death or property damage of others, arising from my use or reliance on the Services. I further expressly agree that I will never raise any claim against CST for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or iniuries are alleged to result from the fault or negligence of CST. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the Released Parties, nor shall they initiate or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or any property, or my death, arising from my use or reliance on the Services, whether caused by the negligence and/or fault, either active or passive. of CST. or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, that should any suit or action at law or otherwise be instituted in violation of this Agreement against CST, I agree that CST shall be entitled to recover, in addition to any other damages that may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.
- 6. I hereby agree to defend, indemnify, save and hold harmless CST from any and all losses claims, actions or proceedings of every kind and character whatsoever, including but not limited to claims for compensation, consequential, punitive, and other damages, attorneys' fees and third parties, which may arise directly or indirectly as a result of my utilization of the Services and/or the Travel, whether resulting from the negligence, gross negligence, and/or fault, either active or passive, of CST, or from my own negligence, gross negligence and/or fault, either active or passive.
- 7. I certify that considering my lifestyle, the hazardous nature of general aviation, flying an aircraft to, from and within Mexico, Central and South America, the Bahamas and the Caribbean and the Travel in which I am about to engage, and the manner in which I am supporting my dependents, if any, I have made adequate provisions for my spouse, if any, my heirs, if any and all other persons dependent upon me so that in the event of my death or injury they will suffer no financial loss for which I have not made adequate provisions.
- 8. I understand and agree that this Agreement is a legally binding contract. I have executed this Release of Liability and Waiver of my own free will. I further agree that should any court determine that any clause or provision of this contract is illegal or otherwise unenforceable, such determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.
- 9. I understand and agree that this Agreement applies to all phases of my involvement in the use of the Services and my participation in the Travel, and I agree that **THIS DOCUMENT SHALL BE BROADLY CONSTRUED IN FAVOR OF CST AND AGAINST ME** and that any and all ambiguities shall be resolved in favor of any and all of CST.
- 10. I hereby agree and acknowledge that all of the terms and conditions of this Agreement and Waiver shall continue in full force and effect now and in the future at all times during which I utilize the Services or participate in the Travel and shall be binding upon my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf.



WITNESS MY HAND AND SEAL

IFF BAJA ADVENTURE

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- 11. The procedural and substantive law of the State of Florida shall apply to any and all issues involving the construction, interpretation and validity of this Agreement, and Florida procedural and substantive law shall govern any dispute between the parties hereto arising from the activities covered by this Agreement. Any and all provisions of this Agreement to the contrary notwithstanding, if suit is brought against CST," I hereby explicitly waive my right to a jury trial and agree that the state courts of Miami-Dade County, Florida shall be the sole venue for any suitor action arising from the activities covered by this Agreement.
- 12. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter herein addressed, and all prior understandings and agreements, whether written or oral, between the parties hereto relating to the subject matter of this Agreement are merged in this Agreement or superseded hereby; provided further, however, that if I have executed, or in the future execute any other agreement or agreements containing provisions relating to the Travel, I agree that the agreement which provides the most protection from liability and/or suit to CST shall be deemed to be controlling. This Agreement shall not be amended, modified, or altered without the express, written, consent of all of the parties hereto.

I HAVE CAREFULLY READ THIS ENTIRE WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE ("AGREEMENT") AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AM ENTERING INTO A BINDING CONTRACT, AND I AM THEREBY GIVING UP IMPORTANT LEGAL RIGHTS, AND IT IS MY INTENTION TO DO SO. I AM FURTHER AWARE THAT I SHOULD SEEK COMPETENT LEGAL COUNSEL PRIOR TO SIGNING THIS DOCUMENT, AND BY MY SIGNATURE BELOW, IN ADDITION TO AGREEING TO ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS DOCUMENT, I HAVE EITHER CONSULTED COMPETENT LEGAL COUNSEL, OR HAVE VOLUNTARILY CHOSEN NOT TO DO SO.

*(Each participant is required to sign the Liability Waiver. In case there are more than two participants in your party, please print, sign and turn in the additional copies needed)

| DATE: \$ | SIGNATURE: | |
|-------------------------|------------|--|
| | | |
| PRIN | TED NAME: | |
| WITNESS MY HAND AND SI | = 41 | |
| WITNESS WIT HAND AND SI | EAL | |
| DATE: S | SIGNATURE: | |
| | | |
| PRIN | TED NAME: | |

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