

ANGLING TRIP RESERVATION FORM

Departure date: _____ Trip Name: _____

Full name; as it appears on your passport: _____

Address: _____

City _____ State _____ Zip: _____ email: _____

Home phone: _____ Day-time or work phone: _____ Cell phone: _____

Type of fishing you prefer: fly fishing Bait casting. T-shirt size: _____ Pant size _____ Gender Male Female

Personal data:

Date of birth: _____ Occupation: _____ Weight (necessary for charter flights): _____

Nationality: _____ Passport number: _____ Issue date: _____

Expiration date: _____ Place of birth _____ State of health: _____

In case of emergency, please notify: _____ Relation: _____

Address: _____ Telephone: _____

In case an emergency arises, what medications are you taking? _____

Are you allergic to any medications? If so please list. _____

Do you have any food allergies? If so please list _____

Do you have any special dietary requirements? _____

Flight arrangements:

I would like FishQuest!'s in-house travel agency to prepare my airline tickets. FishQuest booking fee is \$45.00.

Yes: US Domestic & International _____ No _____

Please make my U.S. domestic reservations from _____ airport to the departure city.

Frequent flyer airline: _____ Number: _____ Window/aisle seat _____

Payment & Travel Insurance:

Travel Insurance will automatically be billed unless declined. ** We strongly recommend the purchase of travel insurance** Please see enclosed Travel Select brochure for insurance cost. If you are interested in the "Cancel For Any Reason Pack" or other custom upgrades call FishQuest! to have them added at the time of insurance purchase.

If insurance is purchased within 21 days of deposit, preexisting conditions will be covered.

You must initial here to decline travel insurance _____.

I am enclosing \$ _____ per person deposit to reserve space on the above departure date.

Credit card type: _____ Number: _____ Expires: _____

Name on card: _____ Security code (3 digit code on back) _____

Release of Liability and Assumption of Risk:

I have read and agree to the conditions, especially noting the policy on cancellations and refunds as stated in Quest! Global Angling Adventures' **General Terms and Conditions policy statement on the reverse side of this application.** By listing my credit card information, I authorize payment for charges pertaining to this trip.

Signature: _____ **Date:** _____

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GENERAL TERMS & CONDITIONS

1. ACCEPTANCE OF THE CONTRACT

Upon purchase of the tour package, the terms and conditions set forth herein become a binding contract between the Purchaser and *Quest!* Global Angling Adventures (FishQuest!). Acceptance of this contract occurs when deposit is received by FishQuest! at its office. Purchaser represents by tender of payment that the itinerary has been reviewed and that it meets Purchaser's expectations and request. The contract is to be performed in Towns County, Georgia.

2. DEFINITIONS

a. The Tour Package purchased by the Purchaser from FishQuest! consists of the itinerary prepared by FishQuest! and the vouchers for pre-paid travel services. The itinerary is the written travel schedule listing scheduled daily activities and travel services purchased. In the event of a difference between information contained in the brochure and that contained in the itinerary, the language of the itinerary shall control. Vouchers are coupons which constitute evidence of pre-payment by Purchaser for various travel services. FishQuest! is bound by only the terms and conditions contained on the vouchers it delivers to the Purchaser.

b. Confirmation of Travel Arrangements. Travel Arrangements are not confirmed until FishQuest! has received the required deposits and Purchaser has received formal confirmation from FishQuest!.

c. Hotel/lodge Accommodations. It is anticipated that the hotel accommodations shown in the brochure will be utilized; however, comparably classified accommodations may be substituted at the time the specific itinerary is prepared. Hotel accommodation classification standards used at the location involved do not refer to standards used at any other location.

d. Transfer refers to transportation from one location to another, generally between airport and hotel and, unless otherwise stated on itinerary, refers to a seat in a bus, van, car, or other vehicle. Determination of the appropriateness of vehicle shall be determined by the provider of the service.

3. RESERVATIONS AND PAYMENT

To reserve space on any trip, we require a non-refundable deposit, the amount of which varies according to the specific tour program. Early reservations are essential to guarantee your accommodations on the date you wish to travel. Reservations made within 60 days of the departure require full payment, plus any additional charges for expenses incurred due to special mailing, fax charges, etc. Final payment is due 60 days prior to departure. If this final installment is not paid when due, FishQuest! reserves the right to treat the reservation as canceled. Payment is via check, credit card, money order or bank transfer.

4. PARTICIPATION

Purchaser is responsible for selecting a trip appropriate to his or her health, physical abilities and interests. The right is reserved to decline to accept or retain a person as a tour member for any reason which affects the operation of the tour or the rights and welfare or enjoyment of the other tour members, and a refund of recoverable land tour services is the limit of FishQuest!'s liability.

5. PRICE OF TOUR PACKAGE

The Tour Package price includes all the pre-paid travel services represented by the vouchers provided to the Purchaser, together with the charges by FishQuest! for its services in preparing the itinerary.

a. All prices are accurate and available at the time of publication, and include charges for planning, operation and servicing the package. Prices do not include air fare unless otherwise stated.

b. Until full payment is received from Purchaser, prices are subject to change, due to fluctuations in tariffs, exchange rates and other factors beyond FishQuest!'s control. If the group falls below the minimum passenger requirement, the trip is subject to cancellation or repricing.

c. FishQuest! has no obligation to provide Purchaser with any information concerning the costs utilized in establishing the price of the tour package, either before, during or after the tour is completed.

d. Price does not include charges for passports, visas, inoculations, laundry, liquor and beverages, excess baggage charges, trip cancellation or interruption, accident and baggage insurance, or transportation not included in the itinerary, optional tours, items of a personal nature, items not specifically listed as included and international departure taxes.

6. CANCELLATION POLICY

At the time we receive written notice that you must cancel your trip, the following fees will be charged:

****60 days or more before departure date...Full deposit will be charged to you.**

****Less than 60 days before departure date or no-show.... 100% of trip cost will be charged to you.**

We strongly advise you to purchase trip insurance soon after registering for a trip. In the event that you must cancel your trip due to illness, family crisis or other emergency, this insurance reimburses you for non-refundable trip costs. This insurance also provides for limited accident and baggage coverage.

7. REFUNDS

a. In the absence of exceptional circumstances, no refunds are given for any unused pre-paid services included in the tour package or any changes made in the itinerary while enroute, including changes in hotel accommodations, excursions, and transportation services. Charges included for services provided by FishQuest! are not subject to refund.

b. Any request for refund must be presented in writing within 30 days of your return. Requests for a refund based on a claim of exceptional circumstances, will be considered by FishQuest! on a case by case basis. FishQuest!, at its sole discretion, will determine whether exceptional circumstances exist and determine the amount of the refund, if any. The decision of FishQuest! is final. No refund requests will be considered or made while Purchaser is enroute.

8. CHANGES IN ITINERARY BY FISHQUEST!

FishQuest! reserves the right to:

a. Make changes or cancellations in services where such changes are made necessary by circumstances beyond FishQuest!'s control, including changing carriers and substituting similar hotel accommodations for those designated in the itinerary.

b. Cancel any trip due to inadequate sign-up which makes the trip economically infeasible to operate. In such cases, a full refund of the cancelled trip cost is the limit of FishQuest!'s liability.

9. WARRANTY DISCLAIMER

No guarantees or warranties, express or implied, are made that the tour package will meet all of the traveler's expectations, specifically regarding weather or fishing conditions or productiveness.

10. AIRFARE CONSIDERATIONS

FishQuest! cannot be responsible for any part of the fishing package that might be missed because of cancellations or delays of commercial airlines. FishQuest! will make reasonable effort to assist the Purchaser in transferring to the fishing destination, but Purchaser is responsible for any additional expenses incurred in making this transfer.

11. RELEASE.

FishQuest! its affiliates and all cooperating airlines and agencies act only in the capacity of agents in all matters of transportation and tour operation, and their liability is limited to the terms of the airline tickets and land accommodation contracts. Group organizers, travelers and tour participants, individually and jointly, release FishQuest! from any and all liability and responsibility, known or unknown, present or future, for any and all loss, injury to person, damage to property, or accident, or which may be the result of any delay or change of itinerary, or irregularity connected with the tour package purchased, which is beyond its control, including but not limited to, acts of God, transportation problems, fire machinery or equipment malfunction or failure, government actions, wars, civil disturbances, labor disputes, riots, thefts, sickness, or weather, and which includes all expenses or damages, direct or consequential, claimed or sustained by group organizers, tour participants, or travelers, and waive FishQuest! based on any claim of negligence by any of the suppliers of services included in the tour package. The passenger tickets shall constitute the sole contract between the airlines and the purchaser of these tickets and/or passenger. All baggage shall be carried at participant's own risk. Purchaser is solely responsible for obtaining necessary travel documents for the areas visited. This release is binding upon group organizers, tour participants, travelers, their representatives, heirs and assigns.

12. CHOICE OF LAW AND VENUE.

All questions of law in any action based upon any claim of breach of this agreement shall be determined in accordance with the laws of the State of Georgia as existing at the time of such action. Any action brought by either party based on any claim arising under or as a result of this contract or based on the tour package of which it is a part, shall be brought in a court of competent jurisdiction in Towns County, Georgia.