

TERMS AND CONDITIONS

Adobe Travel, LLC
Huntsville, TX 77340

Adobe Travel, LLC and their partners and vendors (ARTA Travel, Inc., Los Gauchos Outfitters, Estancia Los Chañares, San Juan, David Denies Doves shooting, Estancia La Criolla, Eduardo Gonzalez, Freddy Costa, Rank Advisors, Adventurix LLC and Estancia Alicura) and any other contractors providing contact hunting and/or angling services on behalf of Adobe Travel, LLC shall be referred collectively in this document simply as "*The Providers*".

BY ACCESSING WEBSITES owned or designed by Adobe Travel LLC, Los Gauchos Outfitters, Rank Advisors INC, or Criddle and Company, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THIS WEBSITE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT CAREFULLY IN ORDER TO MAKE SURE THAT YOU ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF OUR WEBSITE. ANY USE OR VIEWING OF OUR WEBSITE BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED. We may discontinue the operation, maintenance or provision of this Website, any pages thereof, and/or any related content, features, products or services, or the terms thereof, at any time without notice or liability to you or any third party.

You acknowledge and agree that "the Providers", our licensors, and/or our services providers own all rights to this Website and the content and works of authorship displayed on the Website, including, without limitation, text, software, photos, images, sound recordings and graphics (collectively, the "Site Property"). You are authorized to access, view and use the Site Property only for your own informational, noncommercial purposes, or as otherwise expressly permitted pursuant to the terms of this Agreement or pursuant to the express terms of use regarding any specific product or service available through the Website. Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, commercially exploit, or create derivative works from any Site Property in any form. You further agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Site Property. You further acknowledge and agree that the Los Gauchos Outfitters names and logos and all related product and service names, design marks and slogans, as well as other trade and service marks appearing on the Website (collectively, the "Marks"), are the property of Adobe Travel LLC – Los Gauchos Outfitters, our licensors and/or our service providers. You are not authorized to use such Marks without our prior express written consent and/or the prior express written consent of the owner of the

applicable Mark. You acknowledge that, except as expressly provided in this Agreement, we have granted you no license or rights whatsoever in or to any Site Property or Marks, and we and/or our licensors and service providers retain all rights therein.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

WE MAKE NO REPRESENTATION OR WARRANTY THAT (i) THE WEBSITE(S) WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE(S) WILL BE ACCURATE, TIMELY, COMPLETE, ADEQUATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE (S) WILL MEET YOUR EXPECTATIONS, AND/OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM (i) THE USE OF OR THE INABILITY TO USE THE WEBSITE, (ii) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (iv) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING OUR WEBSITE, (v) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, AND/OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITE OR YOUR USE THEREOF.

Land Package:

The Land Package can be defined as follows: The total price of items and services of the trip on a per day basis, **excluding** airfare and other variable items including, but not limited to: shotgun shells, hunting and/or fishing licenses, certain ground transfers, incidental meals and lodging, tips, and gratuities, and firearms permits (see below).

Items and services generally included (your invoice is the final controlling document for which your trip cost has been determined and agreed upon by the parties) in the land package are:

After pickup by our representatives at your destination airport MVD, Paysandu, Rio Gaellegos, Bariloche, San Martin, or COR (**NOT** Buenos Aires), included are: all meals, soft drinks, beer and wine at the estancias. Please check with the lodge of beverage choices and availability.

All hunting and/or fishing, hunting rights and permits, field fees, and ground transportation to and from the fields or waters except where noted. (Uruguay Packages and some Argentina packages do not include hunting licenses).

Laundry services (please specify any special washing or drying instructions beforehand—we can not be responsible for shrinkage or discoloration of any item). ***Laundry is an additional charge at Estancia La Paz and Casa Grande in Uruguay and Cordoba Dove hunting.***

Lodging. Please note: Adobe Travel LLC reserves the right to use an alterante lodging facility of equivalent nature if the primary lodging facility becomes unavailable for any reason.

The Land Package Cost does not include (unless otherwise specified in your invoice) :

Any ground transfers in Buenos Aires, from EZE (the Buenos Aires international airport) to AEP (the Buenos Aires domestic airport) or from airports to hotels or airport to the ferry station or the lodge itself.

Any ground transportation in Uruguay; from the Montevideo International airport in Uruguay to the hunting estancias (Duck hunting areas: Cebollati, 4 hrs. or Paysandu, 4 hours.)

Hunting Licenses or Fishing Licenses. The cost of Hunting and Fishing licenses are determined solely by the governing country (in their currency), and are subject to change without notice. Without exception, the client(s) are responsible for the payment of hunting and/or fishing licenses. All hunting and fishing licenses must be paid in cash, before the commencement of any hunting and/or fishing except when noted and required on final invoice.

Scheduled or chartered air transportation (international or domestic)

Airport taxes and fees (this is part of your airline ticket).

Gun entry fee if you bring your own gun. The fees are as follows: Argentina (\$110 per gun), Uruguay (\$100 per gun). All gun permit fees must be paid in cash, before the commencement of any hunting and/or fishing, unless required as part of the final invoice from Adobe Travel LLC – Los Gauchos Outfitters.

Gun rental. Please refer to the individual shooting program for your particular destination for details. Gun rental is included in the land package price for Uruguay ducks and doves. In the event that gun rental, free or otherwise, becomes unavailable for any reason, the hunter(s) will be responsible for bringing his or her own firearms, and the current gun permit fee(s) of the governing country shall apply.

Gratuities. Please refer to the individual shooting program for your particular destination for details. Gratuities are included in the land package price at some locations, and not included in others.

Special transfers, emergency transfers, private transfers, sightseeing tours of any kind, and/or any other types of ground transportation that is not a transfer directly to and from the hunting and or fishing areas shall be charged at the applicable rate of the contractor providing the transefer. All transfers must be paid prior to embarkation, unless some other agreement has been reached by the parties, in writing, before the commencement of the transfer.

Shotgun shells (\$11.00-15.00/box depending on destination). The price of shotgun shells on your invoice shall be controlling; however, prices are subject to change at any time. Notification of any price change will be provided with the hunter(s) prior to departure of their trip; otherwise the price on the invoice shall apply.

International or domestic telephone calls or fax transmissions (note: calling cards

are typically available for purchase at low prices). Any ground transportation required to buy calling cards is not included.

Items of a personal nature

Meals, beverages, ground transfers, and/or or hotel accommodations in Buenos Aires, Santiago, Montevideo, and/or other city (including your home country for any missed flight connections) are **not** included, and are the sole responsibility of the traveler. Trip Protection insurance is available to all travelers, and is highly recommended.

Example: Meals, beverages, or hotel accommodations for extra nights prior to, or after the scheduled Land Package portion of the trip. Ex: missed flights, connections, delays, or accidents—are not included, and not the responsibility of the providers.

Baggage handling or overweight/oversized, or additional bag fees charged by airlines

Any fuel surcharges, if applicable.

Required documentation:

American citizens traveling to Argentina or Uruguay do not need to apply for a visa. Only, a valid Passport is required for all US and Canadian citizens. Note: Please check the expiration date on your passport. The passport must not expire sooner than six months from the date that you enter the foreign country (your arrival date in South America).

Adobe Travel, LLC is not responsible for any delays, damages and/or losses, including missed portions of the PACKAGE due to improper, stolen, or lost travel documentation.

Hunting and fishing licenses:

Adobe Travel, LLC or our Providers will purchase all applicable hunting and/or fishing licenses in the name of the client prior to arrival except for those noted. Our guides will keep the license in our possession during the duration of the hunt.

By signing below, the client(s) agree to cooperate with Adobe Travel, LLC and our partners, contractors, and

service providers by adhering to, and abiding by, all: local and federal laws, bag limits, and safety regulations set forth by the outfitters themselves, their guides, and/or the governing country, province, county, and city without reservation or evasion.

The final determination as to the safety, and overall conduct of the hunt rests with the Providers, and by signing this document, you agree to defer to the Providers decision as final. No refunds will be given, nor shall they be expected, if a hunt is cancelled for inclement weather conditions, or safety reasons.

Hunting:

Adobe Travel, LLC and its partners are committed to providing excellent shooting and angling opportunities, but we do not guarantee any specified number of birds, shooting opportunities, or bag limits on any or all days of the trip.

Even though South America is renowned for having arguably some of the best bird hunting found anywhere, it is still hunting. Just like hunting migratory birds anywhere, all hunts are subject to occasional inconsistencies and unforeseen circumstances. Therefore, no refunds, full or partial, will be paid by Adobe Travel, LLC, or our providers, for any reason.

Because our prices are based on Scheduled Packages, no refunds are made for any feature or service that you do not use. For this reason, we strongly recommend that you purchase trip cancellation insurance. Buying trip cancellation insurance is your only assurance against losing your investment due to unforeseen circumstances.

Furthermore, Adobe Travel, LLC will not be held responsible for refunding any monies paid for hunts or fishing trips that are not productive, or possible, due to adverse weather conditions (dense fog, heavy rain, thunderstorms, or very high winds). The determination of whether or not a hunt or fishing trip can begin, or continue due to weather rests solely with the outfitter and guides conducting the trip. All hunters will accept the guide's instructions and decision as final, without reservation or evasion, protest, or argument. Any individual who attempts to interfere, intimidate, threaten or assault any member of the Providers' staff will be subject to expulsion for the remainder of the trip without refund. Your signature on this document indicates your understanding and acceptance of this protocol.

Special note regarding waterfowl hunting: Standard operating procedure for waterfowl hunting destinations in Argenitna calls for a morning waterfowl hunt, every day. Afternoon hunts will be conducted at the hunters' preference, when possible—but the normal afternoon hunts consist of dove and/or Perdiz (when in season).

Limits:

Ducks: Limits are determined by the outfitter, and will be listed on your invoice as well as the website specific for your destination.

Perdiz: In both Argentina and Uruguay, we enforce a strict limit of 10 birds per day, per hunter.

Golden Dorado Fish: no limit, unless otherwise directed by the local outfitter and/or his or her guides.

Doves and Pigeons: There are no bag limits, or limits on boxes of shells available for the hunt.

Refusal of Service:

Adobe Travel, LLC d/b/a Los Gauchos Outfitters reserves the right to refuse service, or discontinue service at any time, to anyone, for any reason.

All policies regarding drugs, drunkenness, proper conduct, and gun safety will be strictly enforced. Violators are subject to immediate expulsion, without refund of any kind—including unused days of the trip. The decision to expel a member, or members, from the lodge will be made by the general manager on duty for any given lodge, and his or her decision is final. Your signature on this document indicates your understanding and acceptance of this protocol.

Drugs and Alcohol:

THE POSSESSION OR USE OF ILLEGAL DRUGS IS ILLEGAL, AND STRICTLY PROHIBITED. We strongly recommend that no client attempt to bring a controlled substance into South America, drug enforcement is strong, and the punishments are SEVERE (mandatory prison sentences in most cases). **DO NOT RISK IT!**

The consumption of alcoholic beverages while hunting is also prohibited—no exceptions. Any hunter determined to be intoxicated shall not be allowed to handle a firearm for 24 hours. Any guest who becomes belligerent, or offensive, or dangerous as a result of drinking alcohol will be expelled from the remainder of the trip without refund of any kind, including all remaining unused portions of the trip. Your signature on this document indicates your understanding and acceptance of this protocol.

Proper Conduct:

Inappropriate and/or lewd behavior of any kind (example: severe intoxication, any groping of waitresses, and/or or massage therapists) will not be tolerated. The Provider's manager on duty reserves the right to make the determination if an individual, or individuals, are behaving in a unacceptably, lewd, or obscene manner, and make the final decision as to whether to counsel, or expel the individual, or individuals, from the trip. Violators are subject to expulsion without refund. Your signature on this document and/or submission of agreement of understanding the TERMS on our website(s) indicates your understanding and acceptance of this protocol.

Safety:

All hunters will ensure that their guns are unloaded at the lodge, and during transportation. All hunters will keep their actions open, and guns unloaded until instructed by the guides to load them. Safeties will remain on while loading and unloading, as well as between shots. All hunters will follow the instructions set forth by our guides in the field regarding positioning and placement.

No hunters shall fire a shot during a duck hunt until the shot is called by the guide. Two warnings will be issued by the guide. After a third warning, any offender(s) will be subject to removal from the field for the rest of the day.

Additionally, no hunter shall point his/her gun in the direction of another person at any time. Additionally, at no time shall a hunter shoot over the body of another hunter in the party, nor at birds that are behind the decoys. Eye protection will be worn at all times in the hunting areas. Any unsafe operation of firearms constitutes inappropriate conduct, and is grounds for expulsion from the trip, without refund. Your signature on this document indicates your understanding and acceptance of this protocol.

Shotguns and ammunition:

You will fill the form out in advance, and our representatives will handle all of your firearms processing right there in the baggage claim area of the airport. We recommend guests bring 12 gauge shotguns for waterfowl hunting. For all other wingshooting, the following ammunition is available: 20 ga. All ammunition purchased by the client will be settled on the premises prior to departure.

The ammunition bill may be paid by: cash at all destinations (USD) and credit cards ONLY AT SELECT DESTINATIONS. Please confirm the payment policy for your destination.

Deposits and Cancellations:

A deposit in the amount of 50% of the land package reserves an option to buy space for you, or your group at the lodge. A deposit for each member of the group is required. If you are depositing for other members of your party, please specify their names in the appropriate fields on the *Payment Form or Invoice*. *Please send the names and contact information of all members traveling to the destination's representative and office*. Once the client books the space(s) there is absolutely **no** refund of deposit, unless a replacement guest is provided.

For this reason, we highly recommend that the client purchase trip cancellation insurance. It is not expensive, and offers protection in case unexpected events force a cancellation. However, trip insurance benefits do not end there. Many policies provide protection against cancelled flights, missed connections, and some provide health benefits and MEDEVAC in a rider.

Prices advertised are subject to change at any time for any reason. Any sales or specific offers including but not limited to a specifies amount of FREE shells can be discontinued at our discretion, at any time, prior to the customer's firm booking-defined as full payment having been received. Such offers should always be considered limited in nature, and no permanent sales or offers should be implied.

Travel Insurance:

We recommend that you purchase trip cancellation insurance with accident and medical coverage. It is available from Travelguard Insurance Company. Please contact Adobe Travel LLC office for insurance enrollment.

Tipping and Gratuities:

Tips for outstanding service are expected and encouraged at destinations where they are not included in the *Land Package*. Ask the manager on duty at your particular location for the local tipping protocol.

Food and Beverage:

All destinations serve outstanding food, and it is all complimentary (unless otherwise specified on your invoice, for select fishing destinations). Local beer, fine wine, and soft drinks are also free of charge (unless otherwise specified on your invoice for certain fishing locations). Clients are invited to bring along their own bottles of liquor if a particular label is preferred. We cannot guarantee that your label will be available in South America, even in the duty free shops. Crown Royal is a good example; it is not available for sale in South America. Certain lodges have fine cigars available for an additional charge.

Weather:

Check our website for the typical weather at your intended destination.

Health:

No inoculations are required for travel to Argentina or Uruguay. However, *The Providers* are not qualified to give medical advice or suggestions. Please consult your physician and the CDC (Center for Disease Control) for advice. Unlike Mexico, tap water is generally safe to drink in South America. However, do so at your own risk. Bottled water is always available.

Electricity:

All electrical outlets put out 220 volt, 50 cycle power. Be sure to check the manufacturers operating manual for all electronic devices to make sure that they accept high voltage. Make sure that any aftermarket device use to power your device is not just a converter, but also a step down transformer, if necessary. When in doubt, please ask for help! Most modern notebook computers and digital cameras can accept voltage up to 225V. Neither *The Providers* nor any of our partners, contractors, or service providers accepts any responsibility for damage occurring to electronic devices that have been improperly powered or charged.

Ground Transportation:

Ground transportation from airport to airport, or airport to hotel in Buenos Aires, or airport to the shooting areas (i.e. Uruguay) is **not** included in the *Land Package*. Please see your invoice for the cost of ground transportation for your trip.

Hotels:

We have contracts with several five star hotels in Buenos Aires: The Hotel Intercontinental Buenos Aires can offer you our contract rate of about \$149 dollars per night. We will be happy to make the reservations for you free of charge. All hotel prices are subject to change without notice, before booking.

Airfares:

Because of the volatility of airfares in recent years we regret that we are not able to include them in the package price. If we were to buy advance tickets for our customers in the current airline market, what would most likely happen would be that the customer, or our company, would end up paying too much. We regret any inconvenience this may cause in making your travel plans; however, we will be happy to make travel arrangements for you, free of charge.

General Provisions

This agreement shall, in all respects, be governed by the laws of the ***State of Texas, applicable to agreements executed and to be performed within or without the State of Texas, Dallas County.*** ***By signing this document, you agree that any and all disputes arising between you and Adobe Travel, LLC, and/or the Providers from, over, or concerning any detail in this agreement shall be adjudicated exclusively in a court in Dallas County, Texas, and in no other state, county, city, or country.***

I have read, and understand all of the content in the **TERMS AND CONDITIONS**. Therefore, I have no questions about this information and agree to comply with all content as it pertains to the **SERVICE AGREEMENT and THE RELEASE & WAIVER OF LIABILITY**

* We highly recommend that the client purchase trip cancellation insurance. It is not expensive, and offers protection in case unexpected events force a cancellation. However, trip insurance benefits do not end there. Many policies provide protection against cancelled flights, missed connections, and some provide health benefits and MEDEVAC (medical airlift) as a rider.

Force Majeure:

Adobe Travel, LLC and Los Gauchos cannot be held liable for any claims, losses, damages, costs, expenses, delays, loss of enjoyment, of any nature or kind whatsoever, to the traveler and/or traveling companions, resulting from events beyond Adobe Travel, LLC's, Los Gauchos, or a 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, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods, or laws, acts, or restraints imposed by government authorities.

I have read (as evidenced by my signature and initials on each page), and understand all of the content in the **TERMS AND CONDITIONS**. Therefore, I have no questions about this information and agree to comply with all content contained herein. I have also read and understand the **SERVICE AGREEMENT and THE RELEASE & WAIVER OF LIABILITY**. I also understand that I may be asked to sign a Release and Waiver of Liability in South America, and I agree to do so if required by a particular land owner for me to lodge, drive, and/or hunt on their private property.

Print your name: COMPLETE the form of agreement online:
www.losgauchos.com/forms/forms.html

Signature: _____ Date: _____

SERVICE AGREEMENT

Adobe Travel, LLC and Los Gauchos Outfitters
Huntsville, TX 77340
(214) 295 5281 office (214) 231 2991 fax
info@losgauchos.com

This Agreement, in conjunction with the *Terms & Conditions*, and *Pre-Trip Form(s)* contains the trip information for all of the destinations offered by Adobe Travel, LLC and ARTA Travel Inc.—which are licensed LLCs or corporations in the state of Texas; as well as our affiliates, and vendors.

Los Gauchos, Estancia Los Chanares, Adobe Travel, LLC, and/or any of our other vendors and affiliates with whom we contract for providing services of any kind, including hunting and/or fishing trips shall be called *The Providers*. The terms of this agreement shall be binding between the undersigned client and all Providers, listed or otherwise. The Providers offer these hunting and fishing vacations solely as a booking agency (travel facilitator) and shall not be liable for any loss, cost, injury, death or damage to a persons or property which results directly or indirectly from any act, whether negligent or otherwise, of commission or omission including but not limited to delays, or any person, service, firm, or corporation which provides products or services in connection with the clients trip for hunting, fishing, sightseeing, hiking, or guest ranching. This includes, but is not limited to the following: hotels, taxis, chauffeurs, lodging, meals, mishandled or damaged luggage or personal effects, transportation, and other services.

The Providers, contractors, agents, sub-agents, subsidiaries and service providers (herein called “Providers”) reserve the right in their discretion to cancel or change any part of the itinerary without notice, and for any reason. Prices advertised are subject to change at any time for any reason. If a price change must be affected, the client will have the option to pay the new price and continue with the trip, or receive a 100% refund of the land package. The Providers will not be held responsible for a refund of any portion the clients’ airfare—without exception. Therefore, the Providers recommend that all customers purchase trip cancellation insurance, preferably with personal property coverage and medical (hospitalization and MEDEVAC) / accident coverage.

The Providers act only as agents for contractors, lodge owners, and outfitters, airlines, railroads, ship owners, charter air carriers (herein called “Charters”), providing means of transportation or other services; therefore, all tickets, vouchers and contracts of such Charters are issued subject to any and all tariffs, terms and conditions under which such accommodations, means of transportation or other services are offered or provided and the issuance and acceptance of any such tickets, vouchers, and contracts shall be deemed to be consent to further conditions:

- a) The Providers are not liable or responsible in any way in connection with such Charters, for any loss, injury or damage to or in respect to any person or property howsoever caused or arising;
- b) Air carriers involved are not held responsible for any act, commission, or event during the time the passengers are not aboard their airplane: the passenger contract or tickets in use by the airline, the purchaser of any of these tours and/or the passenger;
- c) The services of any IATA or ARC carrier may be used in connection with these tours;
- d) Prices quoted are based on foreign exchange values and tariffs currently in effect and are subject to change;
- e) Baggage and personal effects are including items purchased, are the sole responsibility of the owners at all times and no employee/agent of the Providers shall be responsible for their loss or damage.

The Providers reserve the right to make such alterations in the itinerary as it seems to them necessary or desirable, to refuse to accept or retain as a member of the party any person, at any time (in such case a refund will be based on the actual cost of the unfinished portion of the tour, unless the exclusion occurs a result of a violation of our ***Terms & Conditions, Payment Form*** or this ***Service Agreement***) and to pass on to tour members expenditures occasioned by delays or offense beyond their control.

The Providers reserve the right to cancel any trip prior to departure, in which case a full refund will constitute full settlement to the passenger.

Everything offered as part of the trip is described in writing in the enclosed ***Terms & Conditions***, which is signed, initialed and/or checked as having read, understood and agreed online by all clients. All information therein shall be fully binding, without exception. Therefore, no other representation, description, or promises are valid unless they are confirmed in writing by one of The Providers. No partner, agent, sub-agent, host, guide, or service provider is authorized to negotiate, or alter the written agreement between the client and The Providers in any way, shape, or form. The payment of deposit by the client(s) is deemed as accordance, understanding, and agreement of the above conditions.

By signing and initialing this document the client acknowledges that he/she has read and understands this Agreement fully. In the event that the client deposits for other members of his/her party, the client agrees to accept full financial responsibility for all persons. For example, in the event that a third party member of your group cancels, the undersigned will bear full responsibility for that clients deposit in the event of a cancellation. Once again, all non-refundable deposits are simply options to hold the space for you and/or your group open. The trip is not actually purchased until final payment is made, 45-90 days prior to arrival. Both payments are 100% non-refundable.

The balance (remaining 50%) of the package charge is due in our office 45-90 days prior to the first day of the trip. If the balance is not paid within 30 days prior to departure, the client will be

notified. Upon notification, the client will have 48 hours to wire the payment into an account of The Providers specification in order to not forfeit their reservation, and 50% deposit. No exceptions will be made, or should be implied.

Before signing, I agree that I have read, understand and accept all of the content of this Agreement and the *Terms and Conditions*. Further, I understand that I must sign a Waiver of Liability.

Print your name: complete online: www.losgauchos.com/forms/forms.html

Signature:

Date:

Affiliates and Vendors: Los Gauchos Outfitters, Estancia Los Chañares, San Juan, David Denies Doves shooting, Estancia Alicura, Estancia La Criolla, Flybakie, Estancia La Paz, Estancia La Barrita, Hotel Suizo, Hotel Patagonia, Hotel Intercontinental, Alfredo Cesar Costa Duarte, Roberto Duretto, Thomas Duretto, Ariel Maggioli, Walter Moreno, Eduardo Gonzalez, Pampa Sporting Adventures, and/or any other affiliate or vendor contracted in advance, or impromptu by Adobe Travel, LLC and/or any of our affiliates, or agents, listed above.

RELEASE AND WAIVER OF LIABILITY

Adobe Travel, LLC /Los Gauchos Outfitters

589 Elkins Lake

Huntsville, TX 77340

(214) 295 5281 Office (214) 231 2991 FAX

info@losgauchos.com

IN CONSIDERATION of being permitted to participate and enter upon property owned and/or operated by Adobe Travel, LLC for hunting and all other purposes, the undersigned, his or her guests, agents, employees, executors, heirs, assigns and next of kin hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, and agrees to indemnify and hold harmless Adobe Travel LLC. / Los Gauchos Outfitters and its agents, employees, executors, heirs, assigns, next of kin and all its officers, directors, partners, shareholders (herein to be referred to as "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 or sport 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 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.

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.

2. I have sufficient skill 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 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.

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" to one might be considered "good" to another, and vice versa. I agree to this logic, and understand it. I accept this fact as my responsibility, and agree not to hold Adobe Travel, LLC. or Los Gauchos or any of their vendors responsible 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.

3. 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.

4. 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.

5. 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.

6. I personally accept responsibility and liability for my actions or omissions (without limitation) while hunting or fishing. I also accept responsibility for the actions or omissions (without limitation) of the minors traveling with me.

7. I hereby represent that I am over the age of eighteen years and legally competent to execute this Agreement and that I have read and understand the terms of this Agreement and the Terms and Conditions. Invalidation of any one or more of the provisions in this Agreement 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.

By my completing the online agreement, data form, or payment of invoice I agree that I HAVE READ AND UNDERSTAND EACH PROVISION OF THE FOREGOING AGREEMENT AND TERMS AND CONDITIONS.