

PARTICIPANT'S AGREEMENT

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION AGREEMENT

RESPONSIBILITY: The Cuban American Friendship Society, Inc., the sponsoring associations/organizations and its and their employees, shareholders, subsidiaries, affiliates, officers, directors, trustees, successors and assigns (collectively "CAFS"), do not own or operate any entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, CAFS is not liable for any negligent or willful act or failure to act of any such person or entity or any other third party.

In addition and without limitation, CAFS is not responsible for any injury, loss, death, inconvenience, delay or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts of government, acts of war or civil unrest, insurrection, revolt, bites from attacks by animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for the failure of any transportation mechanism to arrive or depart timely or safely.

If due to weather, flight schedules, or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely the owner's risk. The right is reserved to decline or accept as a trip participant, or remove from this trip, without refund, any person CAFS judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders, or third parties, or who CAFS determines to detract from the enjoyment of the trip by others. Specific room assignments are within the sole discretion of the hotel.

CAFS reserves the right to change the itinerary or trip features at any time and for any reasons, with or without notice, and CAFS shall not be liable for any loss of any kind as the result of such changes. The itinerary, sightseeing events, special programs and guest lecture series (if applicable), are subject to change or cancellation without prior notice. CAFS is not responsible therefore and is not required to compensate passengers under these circumstances. CAFS may cancel a trip (or an option) for any reason whatsoever; if so, it's sole responsibility is to refund monies paid by the participant to it.

CAFS is not required to cancel any trip for any reason including without limitation, U.S. Department of State, World Health Organization or other Warnings or Advisories of any kind. CAFS is not responsible for penalties assessed by air carriers resulting from operational and/or itinerary changes, even if CAFS makes the flight arrangements or cancels the trip. CAFS reserves the right to substitute hotels or attractions of a similar category for those listed in the itinerary, on the website or in a brochure.

NOT INCLUDED: Passport and associated fees; personal expenses such as laundry, telephone calls and internet services; accident/sickness trip cancellation, and baggage insurance; gratuities; optional sightseeing excursions; baggage charges on aircraft; airport facility fees; exits taxes; any overnight of land due to flight schedules; meals or beverages not specifically mentioned in the “Included Features” section of this brochure.

AIRFARE: Airfare is subject to change and availability and, depending on the fare basis, is likely not refundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through CAFS.

CANCELLATION: Cancellations for all or any part of the trip will not be effective until received in writing in the offices of CAFS. Should you cancel, the following terms apply: reservation cancellations are subject to a \$200 administrative fee per person from the time of booking through 90 days prior to departure. From 70-89 days prior to departure the administrative fee is \$500 per person. From 45 -69 days prior to departure the administrative fee is \$800. From 30-44 days prior to departure, the administrative fee is \$1000. From 0-30 days prior to departure the administrative fee is the total cost of the trip.

BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Release of Liability, Assumption of Risk and Binding Arbitration Agreement, the brochure, or any other information relating in any way to this trip, or the trip itself, shall be settled solely with the commercial rules of the American Arbitration Association then existent. In any such proceeding, the substantive, but not procedural law of Vermont shall apply. The arbitrator and not any federal, state or local court or any agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

ACCEPTANCE OF CONTRACT: By forwarding of deposit, the participant certifies that he/she does not have any mental, physical or other condition or disability that would create a hazard for him/herself or other participants and accepts the terms contained in this Release of Liability, Assumption of Risk and Binding Arbitration Agreement.

