



## CUBA Cruise – March 21- March 28, 2014

Name: \_\_\_\_\_  Rev  Dr  Mr  Ms  Mrs  Male  Female  
first name middle name last name

Occupation: \_\_\_\_\_ Date of Birth \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Home Ph: \_\_\_\_\_:

Mailing Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
street address

\_\_\_\_\_ Are you a U.S. citizen?  Yes  No  
city state zip

Do you have a passport?  No  Yes – What country issued your passport? \_\_\_\_\_

Passport Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Airplane Seating Preferences  Window  Aisle  Other \_\_\_\_\_

Rooming Preferences:  I want a Single Room (a single room supplement charge will be added to my bill)

Double Room Roommate \_\_\_\_\_

I want to purchase Travel Insurance through African Travel Seminars  No, I have Travel Insurance

I have been provided with the option to purchase Travel Insurance (by African Travel Seminars) and I have chosen to opt out with the understanding that I am responsible for paying out of pocket if I become ill while traveling on this program. African Travel Seminars will not be responsible for costs incurred if my luggage is delayed, lost, or stolen.

Special Health Needs: \_\_\_\_\_

I have taken the Yellow Fever shots required for my visa application and entry into Cuba  Yes  No

If you answered no, what date are you getting the Yellow Fever immunization? \_\_\_\_\_

Please indicate any previous travel in any developing country. Please provide dates (if possible)

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Checklist:  Completed Application  Waiver  \$250 Deposit  Final Payment Due on March 20, 2013

## **PARTICIPANT RELEASE & AGREEMENT**

THIS AGREEMENT (the "Agreement"), made by and between African Travel Seminars (ATS) a Minnesota Corporation, on behalf of Pathfinders Travel, Inc., a Pennsylvania Corporation and Program participant ("Applicant"), effective as of the date signed herein.

### Overview of Agreement

ATS is a travel company that is offering a group travel experience via Your Cuba Cruise on behalf of Pathfinders Travel Magazine during the dates of March 21, 2014 – March 28, 2014. In addition to this agreement ATS can arrange lodging for pre or post stay in Jamaica and transfers from the airport and to the ship.

### Agreement Provisions

1. Tours. As with any cruise, tours/excursion are additional and can be booked prior to the cruise or while onboard the ship.
2. Beverage package. Alcoholic beverage packages are available on ship for an additional fee. ATS agrees to arrange on behalf of Applicant, additional beverage packages.
3. ATS capacity as Agent only. ATS acts only in the capacity of agent in arranging the cruise and or land excursions, and therefore it maintains no control of the operation, equipment, or personnel with any travel supplier of accommodations or services.
4. Program Start Date. The Your Cuba Cruise begins with the departure of the ship from Montego Bay, Jamaica on March 21, 2014 and ends upon disembarking in Montego Bay, Jamaica on March 28, 2014.
5. Representations and Warranties of Applicant. The person signing this agreement has the contractual authority as the applicant, parent or guardian (if signing for a minor applicant) to enter into and carryout the provisions of this Agreement and the agreements and documents to be executed in connection with this agreement.
6. Waiver of liability. ATM & PTM (term which includes agents, officers, tour directors, and tour guides) assumes no responsibility for personal injury, death, property damage, or other loss, accident, delay, or inconvenience, or irregularity that may be occasioned by, including, but not limited to, the following reasons:
  - a. Any wrongful or negligent acts or omissions on the part of any of the travel suppliers;
  - b. Any negligent, wrongful or unauthorized acts or omissions on the part of any employer or independent contractor of the travel suppliers;
  - c. Any negligent or wrongful acts or omissions on the part of any person not under the direct control and/or direction of ATS or PTM;
  - d. Any acts of God, weather, war, strikes, incidents of politically motivated violence, civil unrest, sickness or quarantine, government restrictions or regulations;
7. Payments & Cancellations. A \$250 deposit is required to reserve a place on the Your Cuba Cruise for Applicant. Final payment is due by November 20, 2013. Applicant understands that ATS & PTM has incurred or will be incurring costs to reserve space for this cruise. There is a \$100 processing fee for **all** cancellations.

### **Cancellation**

Cancellation requests must be received in writing to African Travel Seminars no less than 76 days prior to sailing date for a full refund. Requests received less than 76 days prior to sailing date will be subject to the following charges:

From 75 to 46 days prior to sailing – cancellation charge is 25% of the total cruise fare or THE FULL deposit amount, which is ever is applicable, excluding port charges and tourist card.

45 to 22 days prior to sailing – cancellation charge is 50% of the total cruise fare or THE FULL deposit amount, which is ever is applicable, excluding port charges and tourist card.

21 days or less prior to sailing – cancellation charge is 100% of the total cruise fare, including port charges and tourist card.

Contact: Georgina Lorencz, African Travel Seminars at 15050 Cedar Avenue South Suite 116-359, Apple Valley, MN 55124  
Phone 612-216-5457 Email: [georgina@africantravelseminars.com](mailto:georgina@africantravelseminars.com)

8. Travel Documents. Applicant understands that it is his or her responsibility to secure the necessary travel documents, including passport, immunizations and visas, unless specifically arranged for the group by PTM. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in paragraph 8.
9. Travel Insurance. ATS requires that all its program participants obtain **medical** insurance coverage as required by the government of Cuba. Moreover, ATS & PTM recommend that all participants purchase travel insurance that covers lost or stolen baggage, personal accident, trip cancellation, health services, and supplier default. ATS, as an accommodation only, can provide insurance to program participants through one of its travel suppliers; provided that Applicant agrees ATS nor PTM makes no warranty for any insurance obtained by the program participants.
10. Illness. Applicant understands that should he or she become ill or incapacitated, ATS nor PTM and its agents, tour guide, and/or group leader, may take any action they deem necessary for applicant's safety and well-being, including securing medical treatment (at participant's expense) and transporting applicant home.
11. Free time. Applicant understands that ATS or PTM is not responsible for him or her when applicant is apart from PTM-supervised activities, such as visiting friends or relatives, during stay ahead/stay behind optional periods if optional period does not include the services of an ATS or PTM tour guide.
12. Deviation Fees. Applicant requesting services beyond or outside the contracted group program after Applicant has applied will be charged a \$25 deviation fee for each change or request.
13. Abiding by Local Laws. Applicant agrees to abide by all local laws when overseas, including those concerning drugs. Applicant understands that to abuse or disobey such laws is to waive the right to a refund of any part of the program fee, and that ATS or PTM may then send applicant home at his or her own expense. Applicant understands that should local authorities be involved, applicant will be subject to the laws of the country being visited. Please be advised that the importation of goods from Cuba is a violation of U.S. law and violators are subject to fines.
14. Singles/Sharing Rooms. ATS will do its best to pair roommates of the same gender and preferences for individual Applicants who wish to share rooms. If a roommate cannot be found, Applicant will be charged for the price of 2 participants.
15. Right to Refuse Enrollment. ATS or PTM reserves the right to refuse or cancel any enrollment at its sole discretion.
16. Personal Expenses. Applicant understands that he or she is required to pay for any phone calls or incidental personal expenses incurred at the hotels, as well as for any damage caused to hotel rooms, buses, ferries, trains, or cruise ships. Applicant will indemnify ATS & PTM and hold it harmless for any financial liability or obligation which applicant personally incurs, or injury or damage to the person or property of others which applicant causes or contributes to, while participating on an ATS or PTM program.
17. Publicity. Applicant understands that future PTM advertising and publicity material may include statements made by participant or video clips or photographs, and applicant consents to such use of comments or photographic likenesses.

18. Governing Law and conflict with brochure & Informational Itinerary. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota. This Agreement will control if a provision in this Agreement conflicts with the brochure or informational materials. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
19. Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by binding arbitration in the Hennepin County, Minnesota in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Such arbiter shall be an attorney who is a member of the International Forum of Travel and Tourism Advocates (IFTTA), or a person experienced in the travel industry and travel agency matters relating to the country or countries associated with this agreement.

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APPLICANT NAME

DATE

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APPLICANT SIGNATURE (parent or guardian if I am a minor)

## Cabins

(PLEASE SELECT CABIN CATEGORY)

**XF" Deluxe outside cabin** – (up to 3 persons) Deck 7

Rate: \$1438 includes port charges and tourist card

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**"XD" Premium outside cabin** - (up to 5 persons) Deck 4

Rate: \$1357 includes port charges & tourist card

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**"XB" Superior Outside Cabin** (up to 2 persons) Deck 5,3

Rate: \$1251 includes port charges and tourist card

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Six category, "XB" cabins on the Deck 5 are suitable for wheelchairs.

### Reduced fares for 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> passengers

Adult:	low	med	high
Inside Cabins	674	749	787
Outside Cabins 3rd/4th/5 <sup>th</sup>	762	858	904

Child:			
3rd/4th/5th Child:	483	520	539
3rd/4th/5th Child:	513	573	598

Additional passenger rates above include port fees and taxes.

**Please complete and submit this form by July 19, 2013**