



Whale Shark & Yucatan Adventure

June 20 - 27, 2015

Departing from Brownsville, Texas

TRIP TERMS & CONDITIONS

Caribbean Sky Tours' (CST) Whale Shark & Yucatan Adventure departs from Brownsville, TX on Saturday, June 20, and returns to Brownsville on Saturday, June 27, 2015.

1. ITINERARY

There will be a pre-flight briefing Friday, June 19th at 6:00pm at the Brownsville Hotel for those participants who have arrived (pre-flight briefing location to be confirmed). The group will meet at Southmost Aviation on Saturday, June 20th at 7:30 am for a final trip review and briefing.

Day 1 Saturday

Leave from Brownsville, TX to Veracruz International Airport. Refuel, clear customs and immigration, process entry permits. We will use a handler to expedite the entry process. Transfer to hotel and check in. If time allows we recommend taking a trolley tour of the historic area of Veracruz. Dinner will be at hotel. Pre-flight briefing for flight to Campeche.

Meals Included: *Dinner*

Day 2 Sunday

After breakfast and check out, we transfer to the Veracruz airport and fly to Campeche. Refuel upon arrival and transfer to our hotel in Campeche. Lunch will be on your own. We recommend taking a stroll through the streets of this unique colonial city, take the city trolley tour in the afternoon or visit the bastions and forts that surround the walled city. Meet before dinner at hotel lobby and head out together to experience the fine regional cuisine at one of Campeche's local restaurants.

Meals Included: *Breakfast and Dinner*

Day 3 Monday

Explore the area surrounding the city of Campeche. After breakfast we depart for the day trip and guided tour of the Mayan archaeological site of Edzna followed by a lunch to savor the local gastronomy. Reconvene before dinner to review the flight to Holbox for the next day. Dinner is on your own so that you have a chance to explore the city of Campeche by night.

Meals Included: *Breakfast and Lunch*

Day 4 Tuesday

Early departure for Holbox island via the coastline to enjoy a bird's eye view of the Natural Biosphere Reserves of Los Petenes, Celestun and Ria Lagartos, and along the Esmeralda Coast to Holbox. Those participants who prefer not to land at the Holbox Island Airport can land at the Cancun International Airport. We will arrange the ground or air transportation from Cancun to Holbox Island (for an additional fee). Upon arriving in Holbox, transfer to the hotel, check in and relax the rest of the afternoon, or explore the island on your own and reconvene at hotel for dinner.

Meals Included: *Breakfast and Dinner*

Day 5 Wednesday

The highlight of the trip! Get up early to embark on the whale shark adventure. Sandwiches, fruit and soft drinks will be available during the tour. We will return to the island in the afternoon and meet for dinner in the evening.

Meals Included: *Breakfast, Box Lunch and Dinner*

Day 6 Thursday

Explore the island on your own. Rent a golf cart, take a stroll on the mile long beach or just relax at the hotel. An optional half day tour to a fresh water spring and Isla Pájaros (translated: Bird Island) will be available in the morning. We will regroup before dinner at the hotel for the pre-flight briefing followed by a farewell dinner.

Meals Included: *Breakfast and Dinner*



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Day 7 Friday

We will depart from the hotel in the morning heading to Veracruz via a fuel stop in Campeche. Participants that left their aircraft in Cancun will need to leave early in the morning. Upon arrival in Veracruz we will refuel and transfer to the hotel. We will have a pre-flight briefing and dinner at the hotel.

Meals Included: *Breakfast, Box Lunch and Dinner*

Day 8 Saturday

Transfer to Veracruz International Airport and return to Brownsville, Texas.

Meals Included: *Breakfast*

2. NAVIGATION INFORMATION

Our route will take us along the coast of Mexico offering a spectacular view of miles of Gulf Coast beaches. Our port of entry will be the historic port city of Veracruz. The runway of the Holbox Island airport is 2,100 feet by 46 feet and is made of compacted limestone. For those pilots who would prefer not to land at the Holbox Island airport, we offer optional ground or air transportation (for an additional fee) from the Cancun International Airport to Holbox Island. Those participants who prefer to use the alternative transportation will leave their aircraft at the Cancun International Airport during their stay on Holbox Island.

ROUTES

Brownsville, TX to Veracruz, MEX	440 NM
Veracruz, MEX to Campeche, MEX	383 NM
Campeche, MEX to Holbox Isl (along the coast)	248 NM
Holbox Isl to Campeche, MEX	132 NM
Campeche, MEX to Veracruz, MEX	465 NM
Veracruz, MEX to Brownsville, TX	440 NM

Total distance:	2,108 NM
Longest leg:	465 NM
Charts required:	DOD IFR charts L1/L2 and L3/T3 (included)

<u>Airports of landing</u>	<u>ICAO Identifier</u>	<u>IATA Identifier</u>	<u>Runway length</u>
Brownsville	KBRO	BRO	7,400 FT
Veracruz	MMVR	VER	7,874 FT
Campeche	MMCP	CPE	8,202 FT
Cancun	MMUN	CUN	11,483 FT
Holbox Island	-	HOL	2,100 FT (Dirt)

3. PRICING

Price: **\$ 395 Airplane registration**
 \$ 2,049 per person double occupancy

Cost per additional person or for single occupancy available upon request
Optional transportation Cancun-Holbox-Cancun 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.

Toll Free TEL 1-866-420-9265 / Toll Free FAX 1-888-632-3196 / info@caribbeanskytours.com



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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, e-APIS and MX APIS
- Ground Handling service for international arrival and departure at Veracruz
- Landing, parking and immigration fees at Mexican airports (for aircraft with a MTOW up to 6,000 lbs)
- Mexican entry permit for aircraft
- A copy of CST's Pilot's Guide to Mexico and Central America
- FAA Low Altitude enroute IFR charts L1/L2
- Mexico WAC Charts Monterrey-Nuevo Laredo, Acapulco-Mexico, Tuxtla Gutierrez-Merida
- Lodging in Mexico
- Meals in Mexico, as specified in itinerary
- Guided Tours as specified in Itinerary
- Transportation between airport – hotel - airport, as well as to and from all group activities
- Most tips and gratuities (unless otherwise specified)

Generally not included

- Tips for airport luggage carriers, transportation providers and guides
- Room service
- Alcoholic beverages

Not included

- Customer's aircraft fuel, landing fees, ramp fees and related aircraft operating costs (unless otherwise specified)
- 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

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.

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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 with expiration date AFTER the last day of the trip
- 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.
- Limitations (weight and balance)
- US Customs and Border Protection Decal
- FCC Radio Station License for the aircraft

CREW

- Valid Passport
- Airman Certificate (Pilot License) with the words "English Proficient" on the back
- 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.

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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 Certificate
- Aircraft Airworthiness Certificate
- Pilot's License (Must say "English Proficient" on the back)
- 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: _____

"MAKO LEASING COMPANY I LLC DBA: CARIBBEAN SKY TOURS is registered with the State of Florida as a Seller of Travel. Registration No. ST36470."



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If you have provided us with a copy of your eAPIS manifest outbound and inbound, you do not need to complete this form.

Aircraft information

<u>Service</u>	<u>Item</u>	<u>Information</u>
All	Aircraft registration number	
All	Aircraft make & model	
All	Aircraft color and trim	
All	Aircraft designator (e.g. C182, C510, LJ31, BE58)	
All	Maximum Takeoff Gross Weight (lbs)	
Planning Handling	Aircraft navigation equipment (RNAV, GPS, VOR/DME etc.)	
Planning Handling	Preferred cruise altitude	
Planning Handling	True airspeed at cruise	
Planning Handling	Maximum leg lengths in NM (1)	
Planning Handling	Survival equipment on board (life jackets, life raft, flares, PLB/EPIRB)	
Planning Handling	Aircraft home base	
eAPIS	CBP Decal number	
eAPIS	Name of operator	
eAPIS	Address and country of operator	
eAPIS	Telephone of operator	
eAPIS	Email of operator	

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



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Crew Information – complete one copy for EACH crew member

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

	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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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 & Central America* (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, the extent of 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.

5. 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 injuries 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.



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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)*

WITNESS MY HAND AND SEAL

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

WITNESS MY HAND AND SEAL

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

"MAKO LEASING COMPANY I LLC DBA: CARIBBEAN SKY TOURS is registered with the State of Florida as a Seller of Travel. Registration No. ST36470."