



LIABILITY, PAYMENT, & CANCELLATIONS POLICY

This document has the value of a legal contract. By reading and agreeing with it, the client implicitly accepts the policies established below.

SECTION I: LIABILITY

- We strongly recommend that you obtain traveler's insurance before leaving home. In Costa Rica, insurance is in the hands of one company only (the state), so the prices are not competitive internationally, and the coverage is limited. We suggest that you take out a comprehensive traveler's insurance policy in order to cover missing or stolen luggage and other belongings (including your photo and computer gear), no shows as a result of cancelled flights or missed connections, illness or accidents, weather conditions, etc.
- We accept full responsibility for any problems caused by our own negligence in the handling of pre-payments, reservations, local flights, information, vouchers, and land transfers.
- We are not responsible for incidents occasioned by international airlines such as missing luggage, delayed flights, schedule changes and missed connections.
- In case of missing luggage, we can provide transportation in order to deliver the baggage to wherever the clients are staying, but the cost of the transfer must be paid by the client, or arranged by the client with the airline directly.
- Our company is not liable for any material damage or loss, death, injuries or traumas resulting from accidents during the trip. This includes accidents taking place in the hotels and caused by deficient infrastructure and signage, poor lighting, or maintenance problems.
- We are not responsible for any incidents occurred during any activities done by the

participants of a tour, such as: hiking, rock climbing, rappelling, tree climbing, canopy tours, white water rafting, kayaking, canoeing, sailing, boat rides, snorkeling, scuba-diving, fishing, surfing, windsurfing, boogie boarding, swimming in rivers, lakes, ocean or swimming pools, trekking, horseback riding, biking, hanggliding, free-falling, parasailing and others.

- We are not liable for incidents caused by (or derived from the use of) motor vehicles of any kind, including: Cars, buses, vans, trucks, motorcycles, bicycles, four-wheelers, boats, jet skis, wave runners, airplanes and ultra-lights.
- In case of accident or illness in which medical attention is required, we will facilitate the contacts with emergency rooms and specialists and help the clients with transportation when required. The client will cover the cost of those extra services.
- We will help in contacting the client's insurance company in advance via fax or e-mail and obtaining the documentation necessary for the insurance claim, including doctors' diagnosis, exam results and prescriptions, all in English. We will not charge for any of these services except for extra transportation.
- Although we take great pains to choose lodges and other service providers known for their reputations in looking after the safety of our clients, our company takes no responsibility for documents or valuables (including photographic and computer equipment) that are lost or stolen, whatever the circumstances. We will help the clients to present claims, police and insurance reports and to cancel credit cards and obtain new passports and airline tickets. We will not charge for any assistance in this matter, but clients must be aware that they must cover penalties, extra charges and transportation fees.
- We are not liable for situations caused by wild or domestic animals and insects, allergies and/or other reactions produced by local flora, fauna or environmental circumstances, weather conditions (that are typical of an area or unexpected) and any other problems caused by heat strokes, overexercise, overexposure to the sun, or problems arising from local food.
- We cannot take responsibility for inconveniences resulting from problems with the electric power service or water supplies, as well as delays or mishaps as a result of weather conditions.
- Finally, we are not liable for incidents, material loss or damage, death, personal injuries or traumas of any kind caused by negligence, chance, and misfortune or "by the hand of God".

SECTION II: PAYMENTS

- As a land operator, we must cover all of your services prior to your arrival to Costa Rica. Therefore, it is our policy to work with a 100% pre-payment 45 days ahead of the arrival date. Thirty days is the limit established by hotels and other service providers to maintain reservations. By securing your deposit 45 days ahead of arrival, we have a time window to sort out any glitches with the payment process. If we have not received your deposit at fewer than 30 days from your arrival trip, we will cancel all reservations in order to avoid cancellation penalties from our providers.
- At the moment a customized trip or photo workshop is confirmed, it is our obligation to reserve the services and lodging agreed and to ensure that there will be space available. It is the client's obligation to pay the agreed upon amount to our account at least 45 days ahead of the arrival date.
- Automatic cancellation of all services will occur if the total amount agreed upon is not paid by 30 days out from your arrival date.
- To reserve your spot on one of our open signup tours, we do require a deposit. The amount is specified and payable when you fill out and submit our open signup tours online form. The remaining balance is due 45 days out from your arrival date as outlined above in point #1.
- Our preferred method of payment is via credit card by faxing our Foto Verde payment form to our San Jose office. See www.fotoverdetours.com/payment.htm. This method is normally the quickest and easiest for both the client and Foto Verde.
- If you prefer to pay via wire transfer, please visit www.fotoverdetours.com/payment.htm. You can download our wire transfer forms from this link, and the forms have all the instructions you and your bank will need.
- If neither of the above payment methods is suitable for you, we can accept mailed checks but only as a last resort as this method is much slower and less reliable than online payments and wire transfers. Again, if you wish to pay via this method, please notify us, and we will send you our alternate payment instructions.
- In case of problems when paying by wire transfer, please notify us immediately so that we can hold onto your reservations while we resolve any transaction issues.

SECTION III: CANCELLATIONS & REFUNDS

- Because we pre-pay all local services, there will be no refunds for cancellations fewer than 30 days out from your arrival date. In justified cases, however, we can try to negotiate with hotels and service providers to obtain a refund or a credit note, but the last word in this matter is given by our providers, not Foto Verde.
- Refunds for last minute cancellations of services or lodging depend on the service providers, such as hotels, car rentals and others, and not on us, for we always work with fully pre-paid services.
- Unused services specified on our vouchers are non-refundable, but we can try to negotiate a rearrangement of your schedule, depending on space availability.
- For our open signup tours, deposits are required to reserve your spot. Amounts are specified on each open tour page and the respective online forms.
- For our open signup tours, cancellations may be made up to 90 days prior to the start of the tour. If we are able to fill your spot, we will refund your deposit or apply it to another Foto Verde travel option according to your preference. For refunds, a 5% credit card commission charge and a fixed fee of \$37.50 for our own cancellation expenses apply. Cancellations made fewer than 90 days from the beginning of the open tour are not eligible for a refund of the deposit or any other payments made toward the remaining trip balance.
- For open tours, payment of the remaining trip balance (i.e., total cost minus reservation deposit) is due at least 45 days prior to the beginning date of the tour.
- Foto Verde reserves the right to cancel open tours for lack of participants no fewer than 45 days from the beginning tour date. In the case that a tour is cancelled by Foto Verde, we will provide a full refund of your reservation deposit and any payments on the remaining trip balance or we will apply the money to another Foto Verde travel option according to your preference. For refunds, a 5% credit card commission charge and a fixed fee of \$37.50 for our own cancellation expenses apply.
- In the event that Foto Verde is forced to cancel an open tour due to failure to reach the minimum participant size, we will make every effort to provide you with similarly priced photo travel options, either on your own or as part of a different Foto Verde open signup tour.