

Bahamas & Caribbean Adventure March 8-14, 2015

**Departing from Fort Lauderdale, Florida** 

# TRIP TERMS & CONDITIONS

Caribbean Sky Tours' (CST) Bahamas & Caribbean Adventure Fly-In departs from Fort Lauderdale Executive Airport on March 8, 2015 and returns to Fort Lauderdale, FL on March 14, 2015. There will be a pre-flight briefing in the evening of March 7 at our hotel. The group will meet at the Banyan FBO terminal, Fort Lauderdale Executive airport at 8:00 am on March 8<sup>th</sup> for a final trip review and briefing.

#### **1. ITINERARY**

#### Day 1 March 8

Meet at the Banyan FBO at the Fort Lauderdale Executive Airport for our final pre-departure briefing and flight to Providenciales (Provo), Turks & Caicos where we will clear customs and immigration. Our route will take us over numerous islands, breath-taking scenery of sand bars and reefs offering wonderful photo opportunities. Our destination is the Ports of Call Resort located in the heart of Grace Bay on what has been recognized repeatedly as the best beach destination in the world. Although not right on the beach, Ports of Call's own designated beach area is only 300 yards away. We will be arriving at the Provo Air Center and clear customs and immigration before transferring to the hotel. After check in you will have the opportunity to stroll around Grace Bay and choose among the many delightful restaurants and savory menu options available.

#### Day 2 March 9

Consider taking the half day snorkel and sailing tour with the Atabeyra sailing ship around the shallow waters of Provo island. Spend the day on the beautiful world renowned Grace Bay beach or take an island tour or walk around the Grace Bay area to enjoy the shops, restaurants and cafés of this elegant but quaint beach destination. We will meet in the hotel lobby before dinner for a pre-flight briefing and will walk to a nearby restaurant to share a delicious dinner.

Included: Breakfast and Dinner

#### Day 3 March 10

After breakfast we check out and transfer to the Provo International airport to fly to Puerto Plata. After completing the arrival formalities we will transfer to our hotel Blue Bay Villas Doradas located on a beautiful stretch of beach known as Playa Dorada or Golden Beach. Enjoy the rest of the day at leisure. We will meet for dinner later that evening.

Included: All

#### Day 4 March 11

Enjoy the beautiful beach, take one of the two recommended full day tours to the waterfalls of Damajagua (Charcos de Damajagua) or Cayo Arena also known as Paradise Island. A half day alternative is the City Tour, visit to the old fort of San Felipe, the oldest military fortification built in the Americas, the Brugal rum distillery and/or the Amber Museum. Another option is the cable car ride from the top of Mount Isabel to enjoy panoramic views of Puerto Plata and the surrounding areas. We will meet before dinner for a pre-flight briefing and enjoy a group dinner together *Included: All* 

#### Day 5 March 12

We will leave the hotel after an early breakfast and head to the airport to fly to Long Island, Bahamas. We will land at the Stella Maris airport and complete the international arrival formalities. Next, we transfer to the Stella Maris Resort nestled in a palm grove overlooking the Atlantic, surrounded by beautiful tropical gardens, all located right



next to the Resort's airport. The hotel features 7 secluded beach coves and three different pools amongst which you will surely find the perfect relaxation spot. *Included:* Breakfast and Dinner

#### Day 6 March 13

Enjoy the last day of your Caribbean vacation relaxing on the beach, go fishing, snorkeling or diving. For those that cannot get enough adventure we recommend an optional day trip to Deadman's Cay. You can fly to the Deadman's Cay airport located on the southern end of Long Island and transfer to Dean's Blue Hole, the deepest in the world. There you can swim and snorkel right next to a beautiful beach. This day trip provides a special opportunity to explore the less traveled parts of the Bahamas and experience the true charm of the Out Islands. We will meet at the hotel lobby before dinner for a pre-flight briefing to review the flight back to Fort Lauderdale. *Included:* Breakfast and Dinner

#### Day 7 March 14

After an early breakfast we transfer to the airport and depart Stella Maris back to Fort Lauderdale. *Included:* Breakfast

#### NOTE: Transportation from airport to hotels and hotels to airport is included

#### 2. NAVIGATION INFORMATION

Our route will take us over water and life jackets are required for this trip. Life rafts and a GPS are strongly recommended for this trip and can be purchased or rented prior to your trip from a number of FBO's or Pilot Shops. Contact us for more information.

| Fort Lauderdale to Providenciales        | 518 NM          |              |
|--|-----------------|--------------|
| Providenciales to Puerto Plata           | 172 NM          |              |
| Puerto Plata to Stella Maris             | 378 NM          |              |
| Stella Maris to Deadman's Cay (optional) | 52 NM           | (round trip) |
| Stella Maris to Fort Lauderdale          | 323 NM          |              |
| Total distance:                          | 1,068 <b>NM</b> |              |

| Airports of landing            | ICAO Identifier | Runway length         |
|--------------------------------|-----------------|-----------------------|
| Ft. Lauderdale Executive       | KFXE            | 6,001 FT              |
| Providenciales                 | MBPV            | 9,209 FT              |
| Puerto Plata                   | MDPP            | 10,106 FT             |
| Stella Maris                   | MYLS            | 4,000 FT              |
| Providenciales<br>Puerto Plata | MBPV<br>MDPP    | 9,209 FT<br>10,106 FT |



#### 3. PRICING



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.

#### 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, e-APIS
- Handling service for arrival and departure formalities in Puerto Plata
- WAC Charts CH-25, CJ26 and CJ27
- Lodging at each destination
- Meals as specified in itinerary
- Transportation between airport and hotel
- Most tips and gratuities (unless otherwise specified)

#### Generally not included

- Tips for maid service and bell boys
- 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.

#### 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:

#### <u>AIRCRAFT</u>

- Airworthiness Certificate
- Registration certificate (with an expiration date after the last day of the trip)
- Insurance policy with coverage in the countries that we will be flying to, or over
- Limitations (weight and balance)
- US Customs and Border Protection Decal for 2015
- FCC Radio Station License for the aircraft

#### <u>CREW</u>

- Airman Certificate (Pilot License) with the words "English Proficient" on the back
- Medical Certificate
- Valid Passport
- Restricted Radio Operator Permit



# Bahamas & Caribbean Adventure

March 8-14, 2015 Departing from Fort Lauderdale, Florida

#### 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.

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:

- 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

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 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."



# **Bahamas & Caribbean Adventure**

March 8-14, 2015 Departing from Fort Lauderdale, Florida

### **AIRCRAFT INFORMATION FORM**

|                        | Aircraft registration (tail) num   | ber         |     |                    |                                 |             |
|------------------------|--|-------------|-----|--------------------|---------------------------------|-------------|
|                        | Name and address of owner  |             |     |                    |                                 |             |
| eAPIS                  | Name, address and country  | of operator |     |                    |                                 |             |
| eAPIS                  | Telephone of operator  |             |     |                    |                                 |             |
| eAPIS                  | Email of operator  |             |     |                    |                                 |             |
| eAPIS                  | CBP Decal number   |             |     |                    |                                 |             |
|                        |  | Na          | ame |                    | Telephone                       |             |
| eAPIS                  | 24 Hour emergency contact  |             |     |                    |                                 |             |
|                        | Aircraft make & model  |             |     |                    |                                 |             |
|                        | Aircraft color/trim  |             |     |                    |                                 |             |
|                        | Aircraft designator (e.g. C182   | 2, PA28)    |     |                    |                                 |             |
| <u>Characteristics</u> |  |             |     | Survival Equipment |                                 |             |
|                        | Equipment Designator (/U /A /I/G   | )           |     |                    | Number of life rafts aboard     |             |
|                        | Aircraft home base   | 3           |     | (                  | Capacity of life rafts (people) |             |
| True A                 | Airspeed at cruise altitude <b>(KTAS</b>                                       | )           |     |                    | Color of life rafts aboard      |             |
|                        | Preferred cruising altitude (FT  | )           |     | Ν                  | lumber of life jackets aboard   |             |
|                        | Fuel on board (hours : minutes   | )           |     |                    | Color of life jackets           |             |
| (1)                    | Cruise range with Fuel on board <b>(NM</b>                                     | )           |     | Other s            | survival equipment e.g.PLB's,   | flares etc. |
| Max                    | imum take-off gross weight <b>(LBS</b>   | )           |     |                    |                                 |             |
| Tał                    | keoff roll at sea level, 35⁰C at Ma<br>Take Off Gross Weight <b>(FT</b>        |             |     |                    |                                 |             |
|                        | e to clear 50ft obstacle at sea leve<br>C Max Take Off Gross Weight <b>(FT</b> |             |     |                    |                                 |             |

(1) Range assumes that you will still have 45 min. reserves left.



# 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) |  |



# 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**

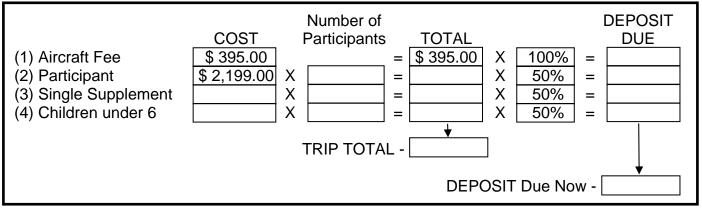
|       | Name (first, middle, last)   |  |
|-------|--|--|
| eAPIS | Gender   |  |
|       | Country of citizenship   |  |
| eAPIS | City and state of birth  |  |
|       | Country of birth   |  |
|       | Country of residence   |  |
|       | Date of birth  |  |
|       | Passport number  |  |
|       | 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) |  |



# **Bahamas & Caribbean Adventure**

March 8-14, 2015 Departing from Fort Lauderdale, Florida

# TRIP PAYMENT FORM



#### Instructions:

- Insert the number of participants in the appropriate box on line (2), multiply and add with the aircraft fee to determine the DEPOSIT DUE.
- Single occupants in an aircraft should also complete line (3).
- If there are two couples traveling in an aircraft, each couple can split the aircraft registration fee or one couple can leave it blank and the other pay the full amount.

| Credit Card Information:    | American Express | Visa | Mastercard |
|-----------------------------|------------------|------|------------|
| Name of Credit Card Holder  |                  |      |            |
| Credit Card Number          |                  |      |            |
| Billing address of the card |                  |      |            |
| Expiration date:            |                  |      |            |
| Security Code:              |                  |      |            |

I hereby authorize Mako Leasing Co. I, LLC DBA: Caribbean Sky Tours to charge my credit card for the amount shown as DEPOSIT Due Now and then to charge the remaining balance amount 30 days prior to the date of the trip:

| Card Holder Signature: | Date: |
|------------------------|-------|
|------------------------|-------|

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



# 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 and 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.** 



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.

I agree never to institute any suit or action at law or otherwise against CST, or assist in the 5. 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.

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

Waiver & Release of Liability Form



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."

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

Waiver & Release of Liability Form

Page 12 of 12