

## Waiver of liability (updated December 2022)

CARAVANAS DE MEXICO RV CARAVAN TOURS S.A de C.V. also known as "CARAMEX"

Waiver & Release of liability:

(Please be advised that each adult person in your party, without exception, will be required to sign a printed copy of this agreement before the Caravanas de Mexico RV Caravan Tour commences.)

Caravanas de Mexico RV Tours S.A. de C.V. is a registered Mexican tour agency. Paul Beddows operating under LLC BC0989412, and is not a paid employee of Caravanas de Mexico de S.A de C.V. and bears no responsibility for its operations, other than orienting clients. Our wagon masters are contractors and have no financial or administrative interest in Caravanas de Mexico. We, the client(s) acknowledge that any legal disputes of any type must be dealt directly with Caravanas de Mexico RV Tours de S.A. de C.V.

The client(s) acknowledge that Caravanas de Mexico RV Tours de S.A. de C. shall not be liable for any injuries or any damage to any client or be subject to any claim, demand, injury, or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence on the part of Caravanas de Mexico RV Tours de S.A. de C.V its officers, employees, wagon masters, tour guides, tail-gunners or agents. I/we the Client do hereby expressly release and discharge Caravanas de Mexico RV Tours de S.A. de C.V from all such claims, demands, injuries, damages, actions or causes of action. The Client certifies that he/she is aware of all risks associated with traveling in Mexico and assume all responsibility and consequences for said risks. The client assumes all responsibility for any pre-existing medical condition or illness or injury to self, acquired on the trip.

We the clients acknowledge that it is **our responsibility / choice** to cover ourselves with adequate insurance for vehicle, trip cancelation, trip interruption (due to accidents, illness, theft etc) and Caravanas de Mexico is not liable for any losses as a result of these occurrences. Caravanas de Mexico will always do its utmost to assist, but it is up to the client to ensure they are adequately covered for unexpected occurrences that may occur..

Name 1

Signature

Name 2

Signature

Caravanas de Mexico RV Tours S.A. de C.V. is specifically not responsible for disruptions due to weather, and weather related disruptions that may affect or alter our itinerary. We will endeavor to the best of our abilities to re-schedule to avoid these occurrences should they occur up to providing a discount on future trips or financial adjustments, at our discretion, for any tours that may be missed. The Client acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.

In respect of Caravanas de Mexico RV Tours S.A. de C.V & providing clients' optional transportation or tours to any and all locations, whomever is joining these activities hereby releases and agrees to indemnify Caravanas de Mexico RV Tours S.A. de C.V and their agents or contractors from all liability, loss or damage claim, or punitive course of action, whether or not caused by Caravanas de Mexico RV Tours S.A. de C.V's actions or its agents.

Tours and excursions are to commence at the time scheduled and in the manner scheduled. We reserve the right to cancel or alter any tour or excursion, as conditions may require. Any changes are made in the best interest of the clients participating, or as a result of circumstances beyond our control. Notwithstanding excursions operated directly by our own company, Caravanas de Mexico RV Tours S.A. de C.V acts only as an agent for other transportation companies, sightseeing, train journeys, cable car trips, fishing, whale watching, kayaking, diving tours etc. and may not be a principal or operator for those subject services. We reserve the right to cancel or alter any itinerary as conditions or safety concerns require. Changes may involve sightseeing events, excursions, campgrounds, and /or meals. We reserve the right to substitute excursions, events, campgrounds when scheduled ones are not available. Caravanas de Mexico RV Tours S.A. de C.V, reserves the right to cancel any scheduled RV caravan tour prior to departure. In that event, all deposits and payments will be fully refunded.

**Covid 19:** The customer agrees to disclose in the medical form whether they have or not been vaccinated against Covid 19 and also informs the Wagon Master who will keep this information private. The customer agrees that if not vaccinated, Caravanas de Mexico has no responsibility to them should they get a serious case of Covid, however Caravanas de Mexico will still do its utmost to ensure the customer gets the best medical care we can find, in the event of requiring hospitalization. It is the customers responsibility to ensure that they have purchased sufficient travel insurance to cover medical expenses and to ensure they may be repatriated to the US or Canada and their RV repatriated along with any pets, Caravanas de Mexico will do its utmost to assist in any of this, but it is at the customers expense. The customer acknowledges that they must follow the direction of the Wagon Master with regard to following any safety protocols with regards to masks, etc.

Name 1

Signature

Name 2

Signature

Participants have the option to cancel the tour & receive a refund according the schedule found on our website under "terms". A credit may be applied to future caravans or tours we operate under some circumstances. Caravanas de Mexico RV Tours S.A. de C.V is not responsible for any additional expenses incurred due to delays caused by weather, mechanical problems or other circumstances beyond our control. In the event of delays we may extend the caravan to compensate, PROVIDED every participant is agreeable and campground reservations can be altered.

Wagon Masters, sales representatives & coordinators, are contractors, and are not employees of Caravanas de Mexico RV Tours S.A de C.V. Caravanas de Mexico RV Tours S.A. de C.V. r shall not be held liable for their actions, neither shall those agents or contractors be held liable for any actions or omissions on the part of Caravanas de Mexico RV Tours S.A. de C.V

Caravanas de Mexico RV Tours S.A. de C.V. is not responsible if a customer is refused access into Mexico or refused a vehicle permit. Customers are provided a list of what they require and are expected to arrive at the border with that documentation. If anyone is refused entry or a permit, we may refund the cost or part thereof of the caravan at our discretion, **based upon the circumstances. It is the customer's responsibility to ensure they are eligible to enter Mexico.** This information may be found at [www.mexicocaravans.com/border.html](http://www.mexicocaravans.com/border.html). Regardless, Caravanas de Mexico RV Tours S.A. de C.V. is not responsible for any costs incurred prior to departure.

In the event of mechanical breakdown or medical problem, Caravanas de Mexico RV Tours S.A. de C.V will attempt to assist any participant to the best of our ability, including assistance with finding a repair shop or medical facility, and provide detailed instructions for rejoining the caravan later, when possible or Green Angel assistance at the customers expense.

The Client certifies that their vehicle is in good mechanical condition and has been checked over by a mechanic prior to departure and he/she has done a recent oil change and have an extra oil, fuel & air filter. Also that brakes, belts, tires and any trailer brakes are in good working order. An extra spare off-rim is advised for trailer tires.

I acknowledge that I have been informed of power issues in Mexico and provided with options to protect my rig against bad power. Caravanas de Mexico will not be responsible for damage to electronic & appliances caused by connecting to bad power.

Name 1

Signature

Name 2

Signature

The client (s) agrees to provide the Wagon Master with a sealed envelope containing information on any medical conditions and contact numbers in the event of illness or accident. This envelope will only be used in an emergency and will be returned unopened at the end of the trip. We will supply a form to fill out before departure

The client(s) acknowledges that he/she has been informed by Caravanas de Mexico RV Tours S.A. de C.V that any type of firearms or ammunition or any type of non-prescription drugs or substances restricted in Mexico, will result in expulsion without compensation.

The client(s) acknowledges that if he/she voluntarily departs from the itinerary we set, in either its original or altered form, he/she is on their own in every aspect.

The client(s) acknowledge that if we he/she does not show up, deviates from, or leaves the caravan early for any reason other than the allowed exclusions, the client (s) not entitled to any refund of fees paid, (at our discretion) but may have the option to rejoin the same or subsequent caravans that season without penalty, provided they have left with the express permission of the Wagon Master.

The Client(s) grant full permission to any and all use of his/her likeness, including photographs and videotape for publicity and advertising purposes without compensation unless the wagon master is informed prior to the trip that the client(s) do not wish to be photographed.

By registering with Caravanas de Mexico RV Tours S.A. de C.V and making a deposit, I/we the client(s) understand and agree to abide by the terms and conditions of this agreement.

Name 1 (Print):

Name 1 (Signature):

Name 2 (Print):

Name 2 (Signature):

Witness Name & Signature: \_\_\_ \_ \_ \_ \_ \_ \_ \_

Date: