

BORTON OVERSEAS COMPELLING COSTA RICA RESERVATION FORM



Please return this completed reservation form along with a copy of your passport to Borton Overseas by fax, mail, or email via encrypted software. Do not email unencrypted forms. Use another form for additional travellers. Adults must sign for minors.

TRAVELER INFORMATION	Traveler #1		Traveler #2	
Name <small>(exactly as in passport e.g. Last, First Middle)</small>				
Date of Birth <small>(e.g. 03 April 1975)</small>				
Gender <small>(circle)</small>	MALE	FEMALE	MALE	FEMALE
Email Address				
Daytime Phone				
Mailing Address				
	City	State	Zip	
Passport #				
Passport Expiration <small>(e.g. 15 Aug 2023)</small>				
Country of Issue <small>(e.g. USA)</small>				
Emergency Contact Name and Relationship:				
Emergency Contact Daytime Phone:				

HEALTH INFORMATION

Physical Limitations:		
Dietary Restrictions:		

SPECIAL REQUESTS

I/we request: <input type="checkbox"/> Twin Beds <input type="checkbox"/> Double Bed	
<input type="checkbox"/> I request a single room. If confirmed, I agree to the single room supplement of \$897.00	
Phone number while traveling (if applicable):	
My roommate: <small>(We do not match roommates. This is to be filled out if your roommate lives at a separate address and is filling out a separate form.)</small>	

TRAVEL INSURANCE

To help protect your travel investment, we recommend travel insurance. For your convenience we offer a custom plan through Travelex Insurance Services that includes coverage for emergency medical, evacuation, lost baggage, 24/7 travel assistance, and more. *For your state-specific Policy, including the benefits, coverages, limitations, and exclusions, go to policy.travelexinsurance.com/CTSB-1117.*

Yes, I/We are interested in travel insurance. Please send further information.

I/We decline travel insurance.

The product descriptions provided here are only brief summaries. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. Travelex Insurance Services, Inc CA Agency License #0D10209. Travel Insurance is underwritten by Berkshire Hathaway Specialty Insurance Company, NAIC #22276.

BORTON OVERSEAS

PASSENGER AGREEMENT AND TERMS AND CONDITIONS

By signing this document, or otherwise indicating your assent in writing, you agree to the terms and conditions set forth in this document. **Borton Overseas** (“we” or “us”) is providing the trip described or named in our Reservation Form (the “trip”). These terms and conditions apply to the trip and the program/itinerary for the trip.

1. **RESERVATIONS AND PAYMENTS:** The tour price of **\$5295.00** is for the outlined inclusions only. Any optional excursions, extensions, or alternative air arrangements are an additional and separate expense. An initial deposit of **\$1000.00**, along with a completed Reservation Form and a signed Passenger Agreement, is required to confirm your trip. Tour pricing is based on a minimum number of participants. Should this minimum not be met, and the departure needs to be cancelled, your deposit will be fully refunded. You will receive an invoice from us with your confirmation. **Final payment will be due to Borton Overseas on October 7, 2023.**

2. **CANCELLATION POLICY:** Cancellations for all or any part of the trip will not be effective until received in writing in the offices of Borton Overseas. When commercial airline tickets are purchased separate from the trip, different payment and cancellation terms apply and are detailed on your flight reservation confirmation.

The trip cancellation schedule is as follows:

- Cancellations received before August 30, 2023.....50% of the deposit is non-refundable.
- August 31, 2023 – October 7, 2023.....Deposit is non-refundable
- October 8, 2023 – November 7, 2023.....50% Cancel Penalty
- November 8, 2023 – December 7, 2023.....75% Cancel Penalty
- December 8, 2023 – Departure.....No Refund

Your decision not to participate on the trip due to State Department or Centers for Disease Control advisories or warnings, fear of travel, or for any other reason will be deemed a cancellation. If for unforeseen circumstances, the host of this tour is unable to travel, we reserve the right to change hosts. No refund can be made for any tour accommodation, service, or feature that you do not utilize or voluntarily change. If you cancel while the trip is in progress, there will be no refund for unused portions. Name changes will be accepted up to final payment date with any additional fees for the change covered.

3. **TRAVEL INSURANCE:** We strongly recommend that you purchase trip cancellation insurance. If you must cancel your participation, trip cancellation insurance may be the only source of reimbursement. An optional Travelex policy will be provided to you. If purchased within 21 days of trip confirmation, Travelex will waive the pre-existing medical conditions clause. Additional policy options are available during this period. Please see detailed insurance coverage for further information. **If you decline trip cancellation/interruption coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements.** *The product descriptions provided are only brief summaries. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. Travelex Insurance Services, Inc CA Agency License #0D10209. Travel Insurance is underwritten by Berkshire Hathaway Specialty Insurance Company, NAIC #2276.*

4. **AIRFARE:** Air transportation and fares are subject to change based on availability, taxes, fees and surcharges. Your airline ticket constitutes a contract between you and the airline, even if purchased through Borton Overseas. Borton Overseas is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, or optional extras such as upgrades, seat reservations, baggage, etc.

5. **PRICE INCREASES:** All rates and fares are those in effect at the time of confirmation and are subject to change without notice. While every effort is made to avoid unnecessary price changes, all prices are subject to change. Prices are subject to increase due to currency fluctuations and/or supplier-imposed surcharges. Destination countries/governments can increase their VAT and/or departure taxes/fees, energy surcharges, park fees, and conservation fees, etc., at any time. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated. Any tour-included airfares are subject to unexpected supplemental price increases which may be imposed after the date of purchase. Any such increases are beyond our control and will be applied to your total due at the time of final payment. Acceptance of our terms is your consent to any post-purchase price increases upon notification.

6. **BAGGAGE:** Luggage allowance policies are set by the airlines and may change without notice. Baggage is at owner’s risk throughout the trip. Airlines, buses, vans, and other modes of transportation may all have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions.

7. **PASSPORTS, VISAS, AND OTHER ENTRY REQUIREMENTS:** International travel requires a passport valid 6 months beyond your intended return travel date. In most cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). If one parent or guardian plans to bring a minor child without the other parent or parents, some countries and airlines have strict documentation and permission requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers. Please speak with your agent if you are unsure about the visa requirements for your travel destination. You are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.

8. **RESPONSIBILITY AND ASSUMPTION OF RISK:** Borton Overseas, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively "Borton Overseas"), do not own or operate any entity which is to or does provide goods or services for your program including, for example, lodging facilities, airline, vessel, or other transportation companies, safari or guide services, local ground operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Borton Overseas is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Borton Overseas is not responsible for any injury, financial or other loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts or orders of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by wild or domestic animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Further, you release Borton Overseas from its own negligence and assume all risk thereof.

Borton Overseas has no special or unique knowledge regarding the financial condition of the suppliers of services, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For useful information regarding your destination, we strongly recommend reviewing the destination-specific information at www.travel.state.gov, and the Centers for Disease Control at www.cdc.gov/travel.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers, and meal costs. The right is reserved to decline to accept as a program participant, or remove from a program, without refund, any person judged to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other program participants, leaders or third parties, or determined to detract from the enjoyment of the program by others. Specific room assignments are within the sole discretion of the lodge or hotel.

9. **CANCELLATIONS AND POSTPONEMENTS BY BORTON OVERSEAS:** Borton Overseas reserves the right to change the itinerary, the lodges or hotels utilized or any program features at any time and for any reason, with or without notice, and Borton Overseas shall not be liable for any loss of any kind as a result of any such changes. Borton Overseas may cancel or postpone a program (or an option) for any reason. For cancellations (or postponements) based upon acts of God or force majeure, acts or orders of government, epidemics, or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits, but only to the extent its suppliers are crediting Borton Overseas with those monies paid by Borton Overseas to them. Under no circumstances is Borton Overseas obligated to refund the cost of any purchased travel insurance. Borton Overseas is not required to cancel any program for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Borton Overseas reserves the right to substitute lodges, hotels, vessels, or attractions for those listed in the tour description if same is required by circumstances beyond its control or for the convenience or well-being of clients.

10. **FORCE MAJEURE:** Borton Overseas assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the trip, acts of God, acts or orders of government, epidemics/pandemics, war, terrorist acts, riots, disaster, weather events, or strikes.

11. **MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize Borton Overseas or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Borton Overseas from any liability for medical attention arranged or not arranged on your behalf. Borton Overseas assumes no liability regarding provision of medical care or evacuation services.

12. **CHANGES:** If special circumstances require a change of this Agreement, this will be advised accordingly in writing.

13. **BINDING ARBITRATION:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Minnesota law and will take place in Minneapolis, Minnesota. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, the participant and Borton Overseas are waiving the right to a trial by jury. Any arbitration commenced against Borton Overseas must be on behalf of only the signatory to this Agreement and his or her immediate family members who traveled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

I agree to the terms of these Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement. My Agreement extends to any trip to which I may transfer. If my party includes a person under 18 (at time of trip), then I represent that I am that person's parent or legal guardian.

X _____ **X** _____
Signature Traveler #1: *Date:*
Print name: _____

X _____ **X** _____
Signature Traveler #2: *Date:*
Print name: _____

Parent or Guardian of a Minor: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor: _____ **Date:** _____

Signature of Releasor: _____

HOW DID YOU LEARN ABOUT BORTON OVERSEAS? WE REALLY WANT TO KNOW!

- Referred by friend Have Used Services Before Travel Agent
- Internet Search Saw an Ad _____ Radio
- Other (please specify)

BORTON OVERSEAS

CREDIT CARD AUTHORIZATION FORM



I prefer to pay by: (check one) Check Visa MasterCard Discover AmEx

Check payments should be made out to **Borton Overseas** and mailed to the address below. The deposit is \$1000.00 per person.
Final payment is due October 7, 2023.

Please return this completed reservation form to Borton Overseas by fax, mail, or email via encrypted software. Do not email unencrypted forms.

Name (as it appears on the card):		
Card Number:		
Exp Date:	Security code:	
Billing Address if different than mailing address -		
Address:		
City:	State:	Zip:

Card holder agrees to perform the obligations set forth by the card holder's agreement with issuer.

X _____ **X** _____
Signature of Card Holder *Date*

CANCELLATION POLICY AS STATED IN THE PASSENGER AGREEMENT:

Cancellations for all or any part of the trip will not be effective until received in writing in the offices of BORTON OVERSEAS.

The trip cancellation schedule is as follows:

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- December 8, 2023 – Departure.....No Refund

No refund can be made for any tour accommodation, service, or feature that you do not utilize or voluntarily change. If you cancel while tour is in progress, there will be no refund for unused portions. Name changes will be accepted up to final payment date with any additional fees for the change covered.

I understand the cancellation policy as detailed above and agree to pay all applicable cancellation fees.

Initial here #1 #2

I acknowledge that the above credit card will be charged. If someone other than the cardholder is signing for the cardholder, the person signing is responsible for the obligations of the cardholder in the case that the cardholder initiates a charge back.

X _____ **X** _____
Signature: *Date:*
Print name: _____

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