

Please read this agreement thoroughly and carefully before booking a trip with us.

Agreement: The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you the trip “Participant” and Honduras Turismo y Marketing SA (Choose Honduras) with respect to any and all bookings, tours or transactions made with Choose Honduras.

By submitting a booking form, or accepting a trip itinerary, and signing this agreement, you accept all of the terms in this agreement and direct us to perform services on your behalf. All persons named in this booking (“Participants”) are subject to this agreement. By signing this agreement, you affirm that you have made all other Participants listed in the booking aware of these terms.

Reservations: You may book a trip by sending us an e-mail stating that you agree with the trip itinerary that was sent to you. A booking is not final until you receive a final confirmation from us.

Deposits and Final Payment: A deposit of 50% of the itinerary cost is required at the time of booking. Final payment is due 30 days prior to departure. If your booking is made within 30 days of departure, the entire itinerary cost must be paid when we confirm the trip with you.

Payments may be made by credit card via PayPal e-mail invoice service or by wire transfer. If you pay your deposit by wire, we cannot confirm your reservation until your payment has cleared the bank.

Cancellations by You and Refunds: To cancel your booking, you must submit your request to us in writing by email sent to manager@choosehonduras.com . Cancellation fees will be applied per person according to the following schedule, based on the date we receive your written notification:

- Up to 31 days prior to departure, 25% of itinerary cost
- Within 16 to 30 days prior to departure, 50% of itinerary cost
- Within 15 days prior to departure, 100% of itinerary cost

No refunds will be provided for any unused portion of a trip once the trip begins, including if you leave for any reason or have to be removed from a trip. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, **we strongly encourage you to purchase trip cancellation and interruption insurance.**

Cancellations or Changes by Us and Flexibility: We reserve the right to cancel, alter or modify any trip itinerary without prior notice for the safety and/or comfort of clients. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors.

Responsibility: Choose Honduras acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your trip. You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Choose Honduras.

Force Majeure: Choose Honduras will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Choose Honduras, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, hurricanes, storms, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances.

Travel Insurance: The trip price does not include travel insurance. We strongly recommend that you purchase comprehensive travel insurance, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you.

Pre-Departure Documentation: It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect.

Passports and Visas: You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire trip. Passports are required to enter Honduras, and should be valid for at least 6 months after your date of return. Other required documents may include visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements.

Health Requirements and Medical Care: Our trips are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. By signing this agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants. If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the trip, you must inform us in writing when the booking is made. Choose Honduras assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the trip.

Complaint Procedure: If you have a complaint during your trip, you must promptly notify Choose Honduras via email at manager@choosehonduras.com or your trip leader of the problem so that they can attempt to remedy the situation. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from Choose Honduras. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds.

Limitation of Remedies: You agree that the sole remedy for any default by Choose Honduras arising under this agreement shall be the return of the paid trip cost. To the maximum extent permitted under applicable law, Choose Honduras shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise. You expressly waive any right you may have to recover such damages.

Successors and Assigns: This agreement shall inure to the benefit of and be binding upon Choose Honduras and the Participant and their respective heirs, legal personal representatives, successors and assigns.

Updating of Terms and Conditions: Choose Honduras reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions can be found on our website: www.choosehonduras.com

Merger: This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Signature: _____

Print Name: _____

Date: _____