

# Amazon Xtreme Fishing Adventures, LLC

"Amazon Peacock Bass Fishing – An Adventure of a Lifetime!"



## CLIENT RESERVATION FORM e-mail form

All information is required for Tourism in Brazil and Fishing Licensing Agencies  
Please mail ALL Completed Form and Payments IMMEDIATELY TO:

**Amazon Xtreme Fishing Adventures - 8009 Settlement Dr – Denton TX 76210**

DESTINATION(S):	<input type="checkbox"/> Zaltan	<input type="checkbox"/> Head-Waters Safari	<input type="checkbox"/> Aquarium Expedition	<input type="checkbox"/> Rio Negro Lodge
	<input type="checkbox"/> Private Excursion	<input type="checkbox"/> Jungle Fish/Eco-Tourism	<input type="checkbox"/> Eco-Tourism/Educational	<input type="checkbox"/> Missions Outreach

✓ REFERRED BY / GROUP: \_\_\_\_\_ TRIP START DATES: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

✓ Full Name (AS IT APPEARS ON YOUR PASSPORT): \_\_\_\_\_ (Nickname): \_\_\_\_\_

✓ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*This is the address we will use to mail any correspondence not already emailed!*

✓ Best Contact Phone: Cell?  \_\_\_\_\_ Other: Home?  Office?  \_\_\_\_\_

✓ Email: \_\_\_\_\_ Occupation: \_\_\_\_\_

**Please call our travel department at Martin Travel (800) 627-8468 for International Airfare Quotes **ONLY** as soon as you receive this document.**

✓ Passport # (Attach copy) \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

✓ Issuing Country: \_\_\_\_\_ \*As of June 2019, U.S Citizens traveling to Brazil DO NOT need Brazilian Visa.

✓ State of Health/Physical Limitations: \_\_\_\_\_ Medications: \_\_\_\_\_

✓ Dietary Requirements: \_\_\_\_\_ Allergies? (Bees, etc.): \_\_\_\_\_

✓ **IN CASE OF EMERGENCY, PLEASE NOTIFY:** \_\_\_\_\_ Relationship: \_\_\_\_\_

✓ Best Phone #: \_\_\_\_\_ Doctor Name: \_\_\_\_\_ 24hr Phone #: \_\_\_\_\_

✓ **Last Minute Emergencies can put a huge hinder on any trip –**

✓ **Did you purchase Insurance:**  Global+Rescue  IMG-Sig Travel Ins.  \*Cancel for Any-Reason Clause  Other Ins: \_\_\_\_\_

**OBS: "Cancel for any Reason" policies must be acquired within 15 – 20 days of your initial deposits date, contact us first. - See Terms next page.**

✓ **T-SHIRT SIZE:** Youth  S  M  L  XL  2XL  3XL  4XL  \*Weight (Charter flights): \_\_\_\_\_

\***ACCOMMODATIONS:** All Accommodations Are Double Occupancy, if no roommate is listed, you will be charged single supplement rate.

**Single supplement:** Hotel SGL room \$150  SGL Room at destination + 70% of standard trip rate  SGL Hotel & Boat 100% of standard trip rate

**Room with:** (please List Full Name), \_\_\_\_\_ OR - No preference,  select a random roommate for my trip.

**Special Request:** \_\_\_\_\_

\*\***AIR TRANSPORTATION:** (Initials) [ ] I understand and agree that I **MUST arrive in MANAUS (1) One Day** prior to departure to **FINAL DESTINATIONS**, and also understand that **FAILURE** to be available for Charter Flights can result in extra cost (up to \$4500) for which I agree to pay if I wish to continue with trip.

\*\*\***PAYMENT:** Your trip is **NOT** Guaranteed until a **N/R DEPOSIT** and **COMPLETED CLIENT RESERVATIONS FORM** has been received by our office.

I am enclosing the amount of \$ \_\_\_\_\_ \* per person if form of  CHECK or  C/CARD for (Check One):  N/R-Deposit of 50% p/p of selected trip reservation(s) OR  Full payment, if booked within 90 days of trip. (Final Trip Balance is due 90 days prior to trip date or trip may be forfeited).

### RELEASE OF LIABILITY & ASSUMPTION OF RISK:

I have read, agree to and initialed the **TERMS AND CONDITIONS** and **RELEASE OF LIABILITY WAIVERS ON THE REVERSE**, especially noting the policy on cancellations, Covid-19 rules and refunds stated per Amazon Xtreme Fishing Adventures LLC., reservation's policy statement accompanying this application.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## TERMS AND CONDITIONS

### **01. ACCEPTANCE OF THE CONTRACT:**

Upon purchase of the tour package, the terms and conditions set forth herein become a binding contract between the Purchaser and Amazon Xtreme Fishing, LLC which from this point will be referred to as "AXF". Acceptance of this contract occurs when deposit is received by AXF at its office. Purchaser represents by tender of payment that the completed trip itinerary that was prepared for purchaser by AXF has been reviewed and that it meets purchaser's expectations and requests.

### **02. DEFINITIONS:**

The Tour Package purchased by the purchaser from AXF consists of the "Trip Itinerary" prepared by AXF for pre-paid angling travel and associated services. The itinerary is the written travel schedule listing, scheduled daily activities, and travel services purchased. In the event of a difference between information contained within brochures, websites, magazines and that contained in the official itinerary prepared on AXF stationary, the language of the itinerary shall control. AXF is bound by only the terms and conditions contained in the itinerary it delivers to the purchaser provided to AXF by its operators in Brazil.

A. Confirmation of Travel Arrangements: Travel arrangements are not confirmed until AXF has received the required Non-Refundable Deposits and Completed Reservation Form and purchaser has received formal "Confirmation Notice" from AXF that such deposits have been received.

B. Hotel/Lodge Accommodations: It is anticipated that the hotel, houseboat and/or lodge accommodations shown in brochures, websites, and other trip literature, will be utilized; however, comparably classified accommodations may be substituted at the time the specific itinerary is prepared. Hotel and/or lodge accommodation classification standards used at the location involved do not necessarily refer to standards used at any other location.

C. Transfers: Refers to transportation from one location to another, generally between airport/hotel/airport and the fishery, and unless otherwise stated on itinerary, refers to a seat in a bus, van, car, plane or another vehicle. The provider of the service shall determine determination of the appropriateness of vehicle(s).

### **03. PARTICIPATION:**

Purchaser is responsible for selecting a trip appropriate to his or her health, physical abilities and interests. The right is reserved to decline to accept or retain a person as a tour member for any reason, that affects the operation, well-being, the rights, or enjoyment of the other tour members, and no refund will be given to such member, is the limit of AXF's liability. AXF can, at their sole discretion, send any client back to Manaus Brazil, terminating their tour with no refund for the unused portion of that tour.

### **04. PRICE OF THE PACKAGE:**

The tour package price includes all the pre-paid travel services represented by any voucher provided to the Purchaser, together with the charges by Amazon Xtreme Fishing LLC., for its services in preparing the itinerary.

- All prices are accurate and available at the time of publication and include charges for planning, operations and servicing the package.
- Prices Do Not include airfares unless otherwise stated.
- Until deposit is received from Purchaser, prices are subject to change, due to fluctuations in tariffs, fuel cost, exchange rates and other factors beyond AXF's control. If the group falls below the minimum passenger requirement, the trip is subject to a date change, move of destination, cancellation, and/or re-pricing.

- AXF has no obligation to provide Purchaser with any information concerning its costs in establishing the price of the tour package, either before, during or after the tour is completed.
- Price does not include charges for airfares, passports, visas, inoculations, liquor and alcoholic beverages, excess baggage charges, trip cancellation or interruption, accident and baggage insurance, or transportation not included in the itinerary, optional tours, items of a personal nature, tips to staff personnel, items not specifically listed as included and international airport departure taxes, and any item not specifically listed as included .

### **05. RESERVATIONS AND PAYMENT:**

To reserve space on any trip package offered by AXF, a non-refundable deposit of 50% of trip value is required within 10 business days of reservation date. Early reservations are essential to guarantee your accommodations for planned date you wish to travel. Reservations made within 90 days of the departure require full payment. Final payment is due 90 days prior to departure. If this final installment is not paid when due, AXF reserves the right to treat the reservation as canceled and trip forfeit. In addition, the indigenous tax costs (if applicable) must be reviewed in the pre-trip itinerary and must be paid in cash at your arrival in Brazil in the agreed-upon arrival date. Receipt of deposit and or final payment is an acknowledgment that registrant has read and accepted the cancellation, refund, and responsibility clauses. Payment is via Visa, MasterCard, Discover, Check, Money Order or Bank Transfer only (Wire Fee of \$25 for domestic or \$45 for international applies) Credit Card Transactions have an additional 3.5% processing fee added to credit card charges, charges will show with the additional fees.

### **06. CANCELLATION POLICY:**

AXF's Trip policy is the same as the industry standard. Trip deposits and balance are non-refundable, unless a replacement angler can be the alternative in Purchaser's place. A No-Shows forfeits 100% of the total of the tour package charged as a penalty.

### **07. REFUNDS:**

- a. All discounted or promotional trip rates are non-refundable. NO REFUNDS are given for any unused pre-paid services included in the tour package or any changes made in the itinerary while in-route, including changes in transfer, charters, hotel accommodations, and excursions services. Changes included for services provided by AXF are not subject to refund.
- b. Any request for a refund must be presented in writing within 30 days of your return. Requests for a refund based on a claim of exceptional circumstances, will be considered by AXF on a case-by-case basis. AXF at its sole discretion, will determine whether exceptional circumstances exist and determine the amount of the refund, if any. The decision of AXF is final. No refund requests will be considered or made while Purchaser is in route.

**TRAVEL INSURANCE:** It is highly recommended that participants obtain adequate Travel and EVAC Insurance that covers cancellations due to a Force Majeure event, trip interruption, accident, health, death, loss and/or theft of luggage and personal belongings. In NO case will the operator or Company be responsible for any loss that you may incur as a result of a cancellation due to a Force Majeure event or any other reason for loss. **(Most "Cancel for Any Reason" Policies MUST be purchased within 15-20 days after initial trip deposit)** To be clear, any amounts paid to the Company for your travel package are non-refundable under any circumstances and/or conditions.

### **08. AIRLINE / AIRFARE CONSIDERATIONS:**

AXF cannot be responsible for any part of the fishing package that might be missed due to flight cancellations, interruptions, or delays of commercial airlines. AXF will make all reasonable effort to assist the Purchaser in transferring to the fishing destination, but Purchaser is responsible for any additional expenses incurred in making this transfer.

#### **09. IMAGES PHOTOS/VIDEO RIGHTS:**

I give AXF my consent for the use of my picture, photo, video clip, fish photo, wildlife photo, and name, as well as any comment, and/or reference material in any future brochure, videos, shows, advertisement, website, social medias, or material developed for promotional or wildlife management purposes.

#### **10. CHANGES IN ITINERARY:**

AXF reserves the right to:

A. Make changes or cancellations in services where such changes are made necessary by circumstances beyond AXF's control, including use of different modes of transportation, changing fishing locations, lodging, and substituting similar hotel accommodations for those designated in the itinerary.

B. Cancel any trip due to inadequate sign-up, which makes the trip economically unfeasible to operate. In such cases, a full refund of the canceled trip cost, or a credit towards a future trip date is the limit of AXF's liability.

C. Changes to trip itinerary within Brazil during Travelers trip without notice.

#### **11. WARRANTY DISCLAIMER:**

Fishing will take place in the Amazon Rain Forest. Therefore, no guarantees or warranties, expressed or implied, are made that the tour package will meet all of the traveler's expectations, specifically regarding weather, water levels, fishing conditions and final fishing results.

#### **High Water Policy:**

Fishing for peacock Bass in the Amazon jungle represents one of the last frontiers in the sport fishing world. As with any such hyper-remote destinations, there can be challenges associated with offering a first-class experience. In the Amazon, water level conditions will, on rare occasions, present such challenges. The Amazon River annual water level cycles are not a simple equation, even for the most experienced local experts. Normally, high and low water levels here follow a fairly predictable monthly cycle, but climate changes and the effects of stronger or weaker El Nino and La Nina cycles can directly and immediately affect those levels.

Specifically, these El Nino and La Nina events tend to impact the amount of rain in the large tributaries of Amazon rivers, which in turn effects the entire Amazon basin. Water levels are important when fishing for peacock bass in the Amazon, as in many other parts of the world, and understanding how to work around them is a key component to our success. Low water does not always result in the best fishing; just as high water is not always the worst thing. More important is to understand where and how to fish as the water fluctuates. The Rio Negro system has more than 1200 kilometers of rivers, tributaries and lagoons from its headwaters down to its merging with the Amazon. This unique and extensive water system allows for incomparable flexibility; This is useful when mitigating less than ideal water conditions. Though the Rio Negro season has been chosen to coincide with the best water conditions annually, it's difficult to predict water levels, and this is one of the risks associated with fishing the Amazon. AXF cannot predict future weather conditions, but keeps updates weekly on conditions of the rivers to try and foresee drastic changes. In the rare event the water is at basin flood stage, too high to fish on any

given week, AXF will notify upcoming groups and do its best to re-schedule your week to a later time, additional fees may apply, plus airline change fees, additional travel fees, group majority rules on trips final decision in Extreme case situations.

If you are not comfortable with the risk of the river levels being too high or low during your trip, then it is probably not the trip for you. You will not be refunded for water conditions that may not meet your expectations.

#### **12. ADDITIONAL TERMS:**

- All luggage and personal belongings are the sole responsibility of their owners at all times.
- Neither the Company nor any of the inns shall be responsible for any loss, damage, theft, injury, or death that arises or may arise during the practice of sport fishing or any other activity. Purchaser acknowledges Acceptance of Dangers and Release Liability before being allowed to fish with/on AXF's Destinations when signing and returning Client Reservations Form and trip payments.
- The Company shall not be responsible for any loss or damage suffered on board an aircraft or a leased aircraft. The contract or ticket issued by the airline or charter company will constitute the only contract as between the airline or the charter company and the passenger(s), and you shall be required to resolve any disputes related to your flight or travel with such airline or charter company.

#### **13. RELEASE:**

AXF its affiliates and all cooperating airlines and agencies act only in the capacity of agents in all matters of transportation and tour operation, and the liability is limited to the terms of the airline tickets and land accommodation contracts. Group organizers, travelers, and tour participants, individual and jointly, release AXF from any and all liabilities and responsibility, know or unknown, present or future, for any and all loss, injury to person, illness, damage to property, dismemberment, or death, or accident, which may be the result of any delay, change of itinerary, or irregularity connected with the tour packet purchased, which is beyond its control, including by not limited to, acts of God, transportation problems, fire, machinery, equipment failure or malfunction, government regulations, war, civil disturbance, labor disputes, riots, thefts, sickness, or weather, and which include all expenses or damages, direct or consequential, claimed or sustained by group organizer, tour participants, or travelers, and waive AXF based on any claim of negligence by any of the suppliers of services included in the tour packet. The passenger tickets shall constitute the sole contract between the airlines and the purchaser of these tickets and/or passenger. All baggage shall be carried at participant's own risk. Purchaser is solely responsible for obtaining necessary travel documents for the areas visited. This release is binding upon group organizers, tour participants, travelers, their representatives, heirs and assigns.

#### **14. CHOICE OF LAW AND VENUE:**

All questions of law in any action based upon any claim of breach of this agreement shall be determined in accordance with the laws of the Amazonas State in Brazil as existing at the time of such action. Any action brought by either party based on any claim arising under or as a result of this contract or based on the tour package of which it is a part, shall be brought in a court of competent jurisdiction in Manaus, Amazonas, Brazil.

#### **GUEST MUST INITIAL BELOW & RETURN ALL PAGES:**

Initials: \_\_\_\_\_ Revised 01/01/2022 - AXF.CRF2022