

Agua Boa Lodge

Amazonia Brazil – South America



The Fly Shop


Waiver of Liability

GPS Coordinates: 0°48'0.59"N | 61°39'35.07"W

THEFLYSHOP.COM

Agua Boa Amazon Lodge

Terms and Conditions and Waiver of Liability

IMPORTANT NOTICES:

- 1) **DEPOSIT/CANCELLATION/REFUND:** A **non-refundable** deposit is required within 10 days of making a reservation to secure a fishing confirmation at the Agua Boa Amazon Lodge. Final payment is due 90 days prior to departure; participants are responsible for total land costs and no refund will be made unless a replacement participant is found. There is no refund for any unused portion of the land package. Trip cancellation insurance will be offered to each registrant.

Receipt of deposit and/or final payment is acknowledgment that registrant has read and accepts cancellation/refund and responsibility clauses.

- 2) **RESPONSIBILITY CLAUSE:** Visiting our camps requires flying a private charter fixed wing aircraft. Passengers must understand and accept the risks which are inherent in and associated with such means of conveyance. Travel schedules in Brazil and to and from Brazil can change due to adverse weather, strikes, or other factors beyond the control of the organizers of this trip. This can cause delay and even missed charter flights to or from the Lodge and international connections. Such delays could impose additional cost to you in hotels, chartering an additional aircraft tour from the Lodge, or in changing airline tickets for which we cannot be responsible.

Voluntary Participation. I acknowledge that I have voluntarily applied to participate in an expedition (“the Expedition”) to the Amazon region, specifically at the Agua Boa Amazon Lodge. I am voluntarily participating in the Expedition with knowledge of the hazards involved. I am aware that the Expedition involves hazardous activities with risk of illness, injury or death which may be caused by forces of nature, or by any act or omission (whether or not negligent) by Ecotur Turismo Limitada, Sweetwater Travel, The Amazon Agency Corp, their affiliated agencies, their employees, owners or other agencies known or unknown. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time while I am participating in the Expedition. In order to participate in the Expedition, I am willing to accept the risks and uncertainty involved as being an integral part of my experience at the Agua Boa Amazon Lodge camp and affiliated houseboat and premises in Manaus. **I hereby accept and assume full responsibility for any and all risks of illness, injury, or death due to any act or omission (whether or not negligent) by Ecotur Turismo Limitada, Sweetwater Travel, The Amazon Agency Corp, their affiliated agencies, their employees, owners or other agencies known or unknown.**

Release and Covenant Not To Sue. As consideration for being permitted to take part in the Expedition, I hereby agree that neither I, nor any of my heirs, personal or legal representatives, or family members will bring suit or make any claim whatsoever in respect of any illness, injury or death that I may suffer resulting directly or indirectly from any act or omission (whether or not negligent) by Ecotur Turismo Limitada, Sweetwater Travel, The Amazon Agency Corp, their affiliated agencies, their officers and employees, owners, and the supplier of the facilities and equipment I will use during my participation in the Expedition to the Agua Boa Amazon Lodge. As further consideration for being allowed to take part in the Expedition, I hereby release, and hold harmless, Ecotur Turismo Limitada, Sweetwater Travel, The Amazon Agency Corp, their affiliated agencies, their employees, owners, and the supplier of the facilities and equipment I will use during my participation in the Expedition, from and against any and all liability arising out of, or in any way connected with, my participation in the Expedition including any liability for negligence.

Controlling Law. I hereby confirm that any controversy or claim arising out of or relating to this Agreement or the performance hereunder, including without limitation any claim related to my illness, injury or death, shall be governed by Brazilian law. Any lawsuit filed as a result of my participation in the Expedition shall be filed in Manaus, Brazil.

Knowing and Voluntary Execution. I have carefully read this agreement and understand its contents. I am aware that this is a release of liability and a contract between myself and Ecotur Turismo Limitada, Sweetwater Travel, The Amazon Agency Corp, their affiliated agencies, their employees, and the supplier of the facilities and equipment I will use during my participation in the Expedition.

..... Date:
Signature of the Releasor Printed Name of the Releasor

..... Date:
Signature of the Witness Printed Name of Witness

Agua Boa Amazon Lodge Responsibility & Release of Liability-COVID-19

Voluntary Participation

I acknowledge that I have voluntarily applied to participate in the Agua Boa Amazon Lodge. I am visiting the Agua Boa Amazon Lodge with knowledge of the COVID-19 Pandemic and the risks involved. I am willing to accept the risks and uncertainty related to Covid 19 with full understanding that traveling to Brazil requires many hours in airplanes, airports, and other places where exposure is possible. I hereby accept and assume full responsibility for any and all risks of contracting COVID-19 while visiting the Agua Boa Amazon Lodge.

Release and Covenant Not to Sue

As consideration for being permitted to visit the Agua Boa Amazon Lodge, I hereby agree that neither I, nor any of my heirs, personal or legal representatives, or family members will bring suit or make a claim for COVID-19 illness resulting from the negligence of Agua Boa Amazon Lodge, Lance Ranger, Carlos Azevedo, Sweetwater Travel, Pat Vermillion, Dan Vermillion, Jeff Vermillion, their affiliated agencies, their employees, and the supplier of the facilities and equipment I will use during my travel to and my staying at the Agua Boa Amazon Lodge.

Controlling Law and Venue

Any controversy or claim arising out of or relating to this Agreement or the performance thereunder, including without limitation any claim related to the illness, injury or death, shall be governed by Montana law. Any lawsuit filed as a result of my travel to and my staying at the Agua Boa Amazon Lodge shall be governed by Montana law. Any lawsuit filed as a result of my travel and my staying at the Agua Boa Amazon Lodge shall be filed in District Court in Billings, MT, USA.

Knowing and Voluntary Execution

I have carefully read this agreement and understand its contents. I am aware that this is a release of liability and a contract between myself and the Agua Boa Amazon Lodge, Lance Ranger, Sweetwater Travel, Pat Vermillion, Dan Vermillion, Jeff Vermillion, their affiliated agencies, their employees, and the supplier of the facilities and equipment I will use during my travel to and staying at the Agua Boa Amazon Lodge.

Signature of releaser _____ Dated _____

Printed name of releaser _____

INCOMPLETE FORMS WILL NOT BE ACCEPTED AND RETURNED

Please return this form to Sweetwater Fax: (406) 222-8863 | Email: christina@sweetwatertravel.com

Mail: Sweetwater Travel PO Box 668 Livingston, MT 59047