

# **TERMS AND CONDITIONS**

**Adobe Travel, LLC**

**d/b/a Los Gauchos Outfitters**

**Huntsville, TX 77340**

**214.295.5281 phone | 214.231.2991 fax | [info@losgauchos.com](mailto:info@losgauchos.com)**

**These following TERMS AND CONDITIONS, SERVICE AGREEMENT, OFFER OF INSURANCE, and RELEASE AND WAIVER OF LIABILITY are required for all customers purchasing hunting and/or fishing trips from Adobe Travel LLC d/b/a Los Gauchos Outfitters, Los Gauchos, and The Providers.**

**You, the customer accept and agree to the following when you make a payment to us for any trip. Your invoice includes a referral to this document, and further certifies that you have read, understand, accept, and agree to be bound by the following, without exception, reservation, exclusion, or evasion of any kind:**

**Adobe Travel, LLC and their partners and vendors, as well as any other contractors providing contract hunting and/or angling services independently, or on behalf of Adobe Travel, LLC shall be referred collectively in this document simply as “The Providers” or “Vendors”**

**BY ACCESSING WEBSITES owned or designed by Adobe Travel LLC, Los Gauchos Outfitters, Criddle and Company LLC, or any others linked to or from our websites, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THIS WEBSITE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT CAREFULLY IN ORDER TO MAKE SURE THAT YOU**

**ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF OUR WEBSITE. ANY USE OR VIEWING OF OUR WEBSITE BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED. We may discontinue the operation, maintenance or provision of this Website, any pages thereof, and/or any related content, features, products or services, or the terms thereof, at any time without notice or liability to you or any third party.**

**You acknowledge and agree that the Providers, our licensors, and/or our services providers own all rights to this Website and the content and works of authorship displayed on the Website, including, without limitation, text, software, photos, images, sound recordings and graphics (collectively, the "Site Property"). You are authorized to access, view and use the Site Property only for your own informational, noncommercial purposes, or as otherwise expressly permitted pursuant to the terms of this Agreement or pursuant to the express terms of use regarding any specific product or service available through the Website. Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, commercially exploit, or create derivative works from any Site Property in any form. You further agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Site Property. You further acknowledge and agree that the Los Gauchos Outfitters names and logos and all related product and service names, design**

marks and slogans, as well as other trade and service marks appearing on the Website (collectively, the "Marks"), are the property of Adobe Travel LLC – Los Gauchos Outfitters, our licensors and/or our service providers. You are not authorized to use such Marks without our express written permission.

You acknowledge that, except as expressly provided in this Agreement, we have granted you no license or rights whatsoever in or to any Site Property or Marks, and we and/or our licensors and service providers retain all rights therein.

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

**WE MAKE NO REPRESENTATION OR WARRANTY THAT (i) THE WEBSITE(s) WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE(s) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE(s) WILL BE ACCURATE, TIMELY, COMPLETE, ADEQUATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE (s) WILL MEET YOUR EXPECTATIONS, AND/OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE**

**IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.**

**YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM (i) THE USE OF OR THE INABILITY TO USE THE WEBSITE, (ii) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (iv) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING OUR WEBSITE, (v) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN**

**OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, AND/OR  
(vi) ANY OTHER MATTER RELATING TO THE WEBSITE OR YOUR USE THEREOF.**

### **LIMIT OF LIABILITY:**

**Adobe Travel LLC d/b/a Los Gauchos Outfitters, acts only as a travel agent for the supplier / provider of the hunting trip, fishing trip, or tour. All travel and logistics including but not limited to: travel, hunting, fishing, including all transportation whether by plane, car, motor coach, ship or railroad. Adobe Travel LLC d/b/a Los Gauchos Outfitters assumes no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect of any vehicle, act of war, revolt or other civil uprising, other military action, strikes or Acts of God occurring in either the country of origin, destination or through passage, or for any reason whatsoever, or through the acts or defaults of any company or person engaged in the arrangements of the tour. Adobe Travel LLC d/b/a Los Gauchos Outfitters assumes no liability for losses or additional expenses because of delays or changes in air schedules or any other causes. All such losses or expenses will be the responsibilities of the member of the tour, as the rates provided are for the arrangements only at the time stated. Adobe Travel LLC d/b/a Los Gauchos Outfitters reserves the right to make minor adjustments to the itinerary and to cancel any tour prior to departure. Adobe Travel LLC d/b/a Los Gauchos Outfitters assumes no liability for damage or loss of luggage before, during, or after the tour.**

### **Land Package:**

**The Land Package can be defined as follows: The total price of items and services of the trip on a per day basis, excluding airfare and other variable items, and items of a personal nature including, but not limited to: shotgun shells, hunting and/or fishing licenses, certain ground transfers, incidental meals and**

**lodging, tips, and gratuities, hunting and/or fishing licenses and firearms permits (see below).**

**Items and services generally included (your invoice is the final controlling document for which your trip cost has been determined and agreed upon by the parties) in the land package are:**

**After arrival at the lodging facility or hotel: all meals, soft drinks, beer and wine. Please check with the lodge of beverage choices and availability. Your invoice is the final authority of what is, or is not included in the package. Any item not specifically listed in your invoice is not to be considered included, and any deviation or exception will be made at our discretion, and not at the discretion of the customer.**

**Field fees, and ground transportation to and from the fields or waters except where noted. Hunting license fees are not included in the package, and must be paid for in full by the customer. The price of any required license or permit is subject to change without notice, and any change in price must be paid for by the customer, and is not the responsibility of Adobe Travel LLC, your guide, or tour operator.**

**Laundry services (please specify any special washing or drying instructions beforehand—we can not be responsible for shrinkage or discoloration of any item) are not included unless otherwise specified.**

## **Lodging.**

**Please note: Adobe Travel LLC reserves the right to use an alternate lodging facility of equivalent nature if the primary lodging facility becomes unavailable for any reason. No refunds, or reductions in pricing will be provided to the customer(s) in the event a change in lodging facilities is required for any reason.**

**The Land Package Cost typically does NOT include (unless otherwise specified in your invoice):**

**Any ground transfers in Buenos Aires, from EZE (the Buenos Aires international airport) to AEP (the Buenos Aires domestic airport) or from airports to hotels or airport to the ferry station or the lodge itself. Any ground transportation in Uruguay to the lodging facility; from the Montevideo International Airport, The Port of Colonia, or The Port of Montevideo, or any other point of entry in Uruguay.**

### **Hunting Licenses or Fishing Licenses.**

**The cost of Hunting and Fishing licenses are determined solely by the governing country (in their currency), and are subject to change without notice. Without exception, the client(s) are responsible for the payment of hunting and/or fishing licenses. All hunting and fishing licenses must be paid before the commencement of any hunting and/or fishing except when noted and required on final invoice. Education and compliance with the game laws of any country, state, or province is the sole responsibility of the customer, and not the responsibility of Adobe Travel LLC, the providers, and/or any other individual, party, or group. Adobe Travel LLC cannot be held responsible for any violations of any laws or regulations committed by our customers.**

**Scheduled or chartered air transportation (international or domestic) Airport taxes and fees (this is part of your airline ticket).**

**Any required visas needed to enter the country of Argentina, Uruguay, Peru, or any other country where the customer may enter intentionally, or unintentionally.**

**Gun entry fee if you bring your own gun. The fees are as follows at the time of this writing, but are subject to change: Argentina (\$110 per gun), Uruguay (\$100 per gun). All gun permit fees must be paid in cash, before the commencement of any hunting**

**and/or fishing, unless payment is otherwise arranged as a part of the final invoice from Adobe Travel LLC – Los Gauchos Outfitters. Any monies charged by Adobe Travel LLC will be forwarded to the guide or outfitter operating the trip.**

### **Gun rental.**

**Please refer to the individual shooting program for your particular destination for details. Gun rental is normally included in the land package price for Uruguay ducks and doves, and in most trips to Argentina. In the event that gun rental, free or otherwise, becomes unavailable for any reason, the hunter(s) will be responsible for bringing his or her own firearms, and the current gun permit fee(s) of the governing country shall apply. Adobe Travel LLC cannot be responsible for any gun rental arrangements that become unavailable, for any reason.**

### **Gratuities.**

**Please refer to the individual shooting program for your particular destination for details. Gratuities are included in the land package price at most locations, and not included in others. In any event, gratuities are discretionary, and any amount is to be solely determined by the customer, and no other individual or party.**

**Special transfers, emergency transfers, private transfers, sightseeing tours of any kind, and/or any other types of ground transportation that is not a transfer directly to and from the hunting and or fishing areas shall be charged at the applicable rate of the contractor providing the transfer. All transfers must be paid prior to embarkation, unless some other agreement has been reached by the parties, in writing, before the commencement of the transfer.**

**Shotgun shells: (\$10.00-16.00/box depending on destination). The price of shotgun shells on your invoice shall be controlling; however, prices are subject to change at any time. Notification of any price change will be provided with the hunter(s) prior to**

**departure of their trip; otherwise the price on the invoice shall apply.**

**International or domestic telephone calls or fax transmissions are not included.**

**Any ground transportation required to buy calling cards is not included.**

**Items of a personal nature: Meals, beverages, ground transfers, and/or or hotel accommodations in Buenos Aires, Santiago, Montevideo, and/or other city (including your home country for any missed flight connections) are not included, and are the sole responsibility of the traveler. Trip Protection insurance is available to all travelers, and is highly recommended. Adobe Travel and The Providers strongly suggest that all customers purchase travel insurance in order to protect themselves from financial loss in the event of emergency, unscheduled, or unforeseen circumstances. Any customer who chooses elects to self-insure against travel interruption and/or unforeseen circumstances agrees to do so at his or her own risk.**

**Example: Meals, beverages, or hotel accommodations for extra nights prior to, or after the scheduled Land Package portion of the trip. Ex: missed flights, connections, delays, or accidents—are not included, and not the responsibility of Adobe Travel LLC or The Providers.**

**Baggage handling or overweight/oversized, or additional bag fees charged by the airlines are the sole responsibility of the customer.**

**Fuel surcharge: in the event of a significant change of the price of energy, a fuel surcharge could apply. The customer, by agreeing to these terms, agrees to pay a fuel surcharge if it becomes necessary. The cost of a fuel surcharge is the responsibility of the customer, and not the responsibility of any other party.**

## **Required documentation:**

**American citizens traveling to Argentina or Uruguay do not need to apply for a visa. Only a valid Passport is required for all US and Canadian citizens. Note: Please check the expiration date on your passport. The passport must not expire sooner than six months from the date that you enter the foreign country (your arrival date in South America).**

**Adobe Travel, LLC is not responsible for any delays, damages and/or losses, including any missed portions of the trip due to improper, stolen, or lost travel documentation.**

**The customer accepts and agrees that the payment of the customer(s) DEPOSIT for any trip shall serve as our indication that you have read, understand, accept agree to these Terms and Conditions, Service Agreement, and Release and Waiver of Liability. Furthermore, you agree to cooperate with Adobe Travel, LLC and our partners, contractors, and service providers by adhering to, and abiding by, all: local and federal laws, bag limits, and safety regulations set forth by the outfitters themselves, their guides, and/or other employees and contractors.**

**The final determination as to the safety, and overall conduct of the hunt rests with the Providers, and by agreeing to these terms, you agree to defer to the Providers decision as final. No refunds will be given, nor shall they be expected, if a hunt is cancelled for inclement weather conditions, or safety reasons.**

## **Hunting:**

**Adobe Travel, LLC and its partners are committed to providing excellent shooting and angling opportunities, but we do not guarantee any specified number of birds, shooting opportunities, or bag limits on any or all days of the trip.**

**Even though South America is renowned for having arguably some of the best bird hunting found anywhere, it is still hunting. Just like hunting migratory birds anywhere, all hunts are subject**

to occasional inconsistencies and unforeseen circumstances. Therefore, no refunds, full or partial, will shall be paid by Adobe Travel, LLC, or our providers, for any reason.

Because our prices are based on Scheduled Packages, no refunds are made for any feature or service that you do not use, or are unable to use for any reason. For this reason, we strongly recommend that you purchase trip cancellation insurance. Buying trip cancellation insurance is your only assurance against losing your investment due to unforeseen circumstances.

Furthermore, Adobe Travel, LLC will not be held responsible for refunding any monies paid for hunts or fishing trips that are not productive, or possible for any reason including but not limited to: adverse weather conditions and/or natural disasters, civil unrest, strike, war, or Acts of God. (dense fog, heavy rain, thunderstorms, or very high winds). The determination of whether or not a hunt or fishing trip can begin, or continue due to weather rests solely with the outfitter and guides conducting the trip. All hunters will accept the guide's instructions and decision as final, without reservation or evasion, protest, or argument. Any individual who attempts to interfere, intimidate, threaten or assault any member of the Providers' staff will be subject to expulsion for the remainder of the trip without refund. Your agreement to these terms indicates your understanding and acceptance of this protocol.

**Perdiz:** In both Argentina and Uruguay, a strict limit of 10 birds per day, per hunter is enforced.

**Golden Dorado Fish:** no limit, unless otherwise directed by the local outfitter and guides.

**Doves and Pigeons:** There are no bag limits, or limits on boxes of shells available for the hunt.

### **Refusal of Service:**

Adobe Travel, LLC d/b/a Los Gauchos Outfitters reserves the right to refuse service, or discontinue service at any time, to

anyone, for any reason, without refund for unused portions of the trip, or reimbursement of any kind.

All policies regarding drugs, drunkenness, proper conduct, and gun safety will be strictly enforced. Violators are subject to immediate expulsion, without refund of any kind— including unused days of the trip. The decision to expel a member, or members, from the lodge will be made by the general manager on duty for any given lodge, and his or her decision is final. Your signature on this document indicates your understanding and acceptance of this protocol.

### **Drugs and Alcohol:**

**THE POSSESSION OR USE OF ILLEGAL DRUGS IS ILLEGAL, AND STRICTLY PROHIBITED. We strongly recommend that no client attempt to bring a controlled substance into South America, drug enforcement is strong, and the punishments are SEVERE (mandatory prison sentences in most cases). DO NOT RISK IT!**

The consumption of alcoholic beverages while hunting is also prohibited—no exceptions. Any hunter determined to be intoxicated shall not be allowed to handle a firearm for 24 hours. Any guest who becomes belligerent, or offensive, or dangerous as a result of drinking alcohol will be expelled from the remainder of the trip without refund of any kind, including all remaining unused portions of the trip. Your signature on this document indicates your understanding and acceptance of this protocol.

### **Proper Conduct:**

Inappropriate and/or lewd behavior of any kind (example: severe intoxication, any groping of waitresses, and/or or massage therapists) will not be tolerated. The Provider's manager on duty reserves the right to make the determination if an individual, or individuals, are behaving in an unacceptable, lewd, or obscene manner, and make the final decision as to whether to counsel, or

**expel the individual, or individuals, from the trip. Violators are subject to expulsion without refund. Your signature on this document and/or submission of agreement of understanding the TERMS on our website(s) indicates your understanding and acceptance of this protocol.**

### **Safety:**

**All hunters will ensure that their guns are unloaded at the lodge, and during transportation. All hunters will keep their actions open, and guns unloaded until instructed by the guides to load them. Safeties will remain on while loading and unloading, as well as between shots. All hunters will follow the instructions set forth by our guides in the field regarding positioning and placement. No hunters shall fire a shot during a duck hunt until the shot is called by the guide. Two warnings will be issued by the guide. After a third warning, any offender(s) will be subject to removal from the field for the rest of the day.**

**Additionally, no hunter shall point his/her gun in the direction of another person at any time. Additionally, at no time shall a hunter shoot over the body of another hunter in the party, nor at birds that are behind the decoys. Eye protection is MANDATORY, and will be worn at all times in the hunting areas. Adobe Travel LLC cannot be held responsible for any injuries caused as a result of any hunting or fishing activity, and it is the responsibility of the customer, and not Adobe Travel LLC to ensure safe operation. Any unsafe operation of firearms constitutes inappropriate conduct, and is grounds for expulsion from the trip, without refund. Your signature on this document indicates your understanding and acceptance of this protocol.**

### **Shotguns and ammunition:**

**You will fill the form out in advance, and our representatives will handle all of your firearms processing right there in the baggage claim area of the airport. We recommend guests bring 12 gauge shotguns for waterfowl hunting. For all other wingshooting, the following ammunition is available: 20 ga. All ammunition**

**purchased by the client will be settled on the premises prior to departure. .410 and 28 ga. Ammo is available upon request, subject to availability.**

**The payment of your shotgun shells must be settled before you leave your destination of hunting, i.e. the lodge. Methods of payment for shells include cash, personal check, or credit card—however, the payment options available at any specific destination is listed on your invoice. By agreeing to these terms, you agree and accept that your final payment invoice shall be the controlling document regarding the payment of fees, licenses, goods, and other services. Any item or items not specifically listed on your FINAL INVOICE, which is the invoice that is due within 90 days of departure, are the responsibility of the customer, and are not the responsibility of any other party. No exceptions, or oral contracts will be entered into, or granted, and should not be expected.**

### **Deposits and Cancellations:**

**A deposit in the amount specified by your DEPOSIT INVOICE of the land package reserves an option to buy space for you, or your group at the lodge. A deposit for each member of the group is required. If you are depositing for other members of your party, the amount that you deposit for those other member is also non-refundable. Please specify their names in the appropriate fields on the Payment Form or Invoice. Please send the names and contact information of all members traveling to the destination's representative and office. Once the client books the space(s) there is absolutely no refund of deposit, unless a replacement guest is provided.**

**For this reason, we highly recommend that the client purchase trip cancellation insurance. Currently, there is a type of trip insurance that is available for those who wish to cancel for ANY REASON. It is simply prudent to purchase this insurance. The investment is relatively small, and it offers protection for all parties. Travel insurance offers protection in case unexpected events force a cancellation. However, trip insurance benefits do**

**not end there. Many policies provide protection against cancelled flights, missed connections, and some provide health benefits and MEDEVAC in a rider.**

**Prices advertised are subject to change at any time for any reason. Any sales or specific offers including but not limited to a specifies amount of FREE shells can be discontinued at our discretion, at any time, prior to the customer's firm booking-defined as full payment having been received. Such offers should always be considered limited in nature, and no permanent sales or offers should be implied. Furthermore, Adobe Travel and The Providers do not engage in oral contracts of any kind—only written ones. No oral agreements pertaining to trip fees, shotgun shells, transportation, or any other kind of activity will be entered into. Pursuant to the paragraph above, the FINAL INVOICE shall serve as the controlling document for all monies that the customer shall be responsible for paying, including special and/or promotions of any kind.**

### **Travel Insurance:**

**We recommend that you purchase trip cancellation insurance with accident and medical coverage. It is available from Travelguard Insurance Company. Please contact Adobe Travel LLC office for insurance enrollment.**

### **Tipping and Gratuities:**

**Additional tips for outstanding service are encouraged at destinations where they are not included in the Land Package. Ask the manager on duty at your particular location for the local tipping protocol.**

### **Food and Beverage:**

**All destinations serve outstanding food, and it is all complimentary (unless otherwise specified on your invoice, for select fishing destinations). A limited amount of local beer, fine wine, and soft drinks are also included (unless otherwise**

specified on your invoice for certain fishing locations). No destination or package sold by Adobe Travel LLC, or the Providers offers an unlimited amount of alcoholic beverages, or “open bar”. A generous amount of alcohol is provided for each client of legal drinking age, but the final amount of alcohol included in any package is determined by the outfitter or guide on location. Clients are invited to bring along their own bottles of liquor if a particular label is preferred. We cannot guarantee that your label will be available in South America, even in the duty free shops. Crown Royal is a good example; it is not available for sale in South America. Certain lodges have fine cigars available for an additional charge.

### **Weather:**

We encourage our customers to check the weather, and weather forecasts before departing on their trip, and to pack clothing and gear accordingly. By agreeing to these terms, the customer accepts the final responsibility of bringing the correct clothing and gear for his or her trip. Adobe Travel LLC and the Providers cannot be held responsible for any loss or omissions of hunting / fishing gear. No credits or refunds will be provided in the event that a customer cannot hunt and/or fish due to a lack of gear, clothing, or equipment of any kind.

No inoculations are required for travel to Argentina or Uruguay. However, Adobe Travel LLC and The Providers are not qualified to give medical advice or suggestions. Please consult your personal physician and the CDC (Center for Disease Control) for advice. Unlike Mexico, tap water is generally safe to drink in South America. However, do so at your own risk. Bottled water is always available.

### **Electricity:**

All electrical outlets put out 220 volt, 50 cycle power. Be sure to check the manufacturers operating manual for all electronic devices to make sure that they accept high voltage. Make sure that any aftermarket device use to power your device is not just a converter, but also a step down transformer, if necessary.

**When in doubt, please ask for help! Most modern notebook computers and digital cameras can accept voltage up to 225V. Neither The Providers nor any of our partners, contractors, or service providers accepts any responsibility for damage occurring to electronic devices for any reason including but not limited to improper charging procedures.**

### **Ground Transportation:**

**Ground transportation from airport to airport, or airport to hotel in Buenos Aires, or airport to the shooting areas (i.e. Uruguay) is not included in the Land Package. Please see your FINAL INVOICE for the cost of ground transportation for your trip. All ground transportation payments are the responsibility of the customer(s), and are not the responsibility of Adobe Travel LLC, the Providers, or any other party. Adobe Travel LLC does not provide ground transportation. All ground transportation is provided and facilitated by third party contractors. Adobe Travel cannot be held liable for any accident, loss, delay, or other unforeseen circumstances associated with any ground transportation of any kind, in any place or country, embarked upon by the customer. Furthermore, pursuant to the Release and Waiver of Liability, the customer accepts the responsibility of making the final determination as to the adequateness and/or safety and efficiency of any automobile he or she embarks upon, and agrees to hold harmless Adobe Travel LLC for any accident, loss, expense, or inconvenient of any kind.**

### **Hotels:**

**We have contracts with several hotels in South America. Please contact us for current room rates. The final price of any hotel is to be determined by the hotel, and not by Adobe Travel LLC. The hotel's invoice to the client is controlling, and the client must settle all hotel charges with the hotel. We accept no responsibility or guarantee of any hotel reservations made by the client, regardless of the fact that they were arranged or negotiated in advance by us. Prices at South American hotels can change regularly, and without notice. Any rate change, or**

**change of room size, or type, is not the responsibility of Adobe Travel LLC, or The Providers, and the customer agrees to not hold Adobe Travel LLC or the Providers responsible for any changes in rate, room size, menu prices, etc. since any and all of these changes are out of our control.**

### **Airfares:**

**Because of the volatility of airfares in recent years we regret that we are not able to include them in the package price. If we were to buy advance tickets for our customers in the current airline market, what would most likely happen would be that the customer, or our company, would end up paying too much. We regret any inconvenience this may cause in making your travel plans; however, we will be happy to make travel arrangements for you, free of charge. However, Adobe Travel LLC and the Providers, cannot be held responsible for any problem, expense, loss, accidents, or other inconvenience or loss including but not limited to: strikes, embargoes, bad weather, and other unforeseen occurrences that may delay or inhibit the customer for traveling---even if Adobe Travel LLC or the Providers made the reservation on behalf of the customer. By agreeing to these terms and conditions, the customer accepts full responsibility for their own air travel, and releases Adobe Travel LLC and the Providers from any liability and/or or loss associated with such travel.**

### **General Provisions**

**This agreement shall, in all respects, be governed by the laws of the State of Texas, applicable to agreements executed and to be performed within or without the State of Texas, Dallas County. By signing this document, you agree that any and all disputes arising between you and Adobe Travel, LLC, and/or the Providers from, over, or concerning any detail in this agreement shall be adjudicated exclusively in a court in Dallas County, Texas, and in no other state, county, city, or country.**

**The payment of your DEPOSIT INVOICE and/or FINAL INVOICE shall serve as evidence of the following. Furthermore, you the customer agree to provide your signature and acceptance and agreement of the following terms using the payment as a symbol of agreement to the following:**

**I have read, understood, and accept all of the content in these TERMS AND CONDITIONS. Therefore, I have no questions about any portion of any part, paragraph, or portion of the information written herein, I and agree to comply with all content as it pertains to the TERMS AND CONDITIONS, SERVICE AGREEMENT, OFFER OF INSURANCE, and THE RELEASE & WAIVER OF LIABILITY**

**\* We highly recommend that the client purchase trip cancellation insurance. It is not expensive, and offers protection in case unexpected events force a cancellation. However, trip insurance benefits do not end there. Many policies provide protection against cancelled flights, missed connections, and some provide health benefits and MEDEVAC (medical airlift) as a rider.**

### **Force Majeure:**

**Adobe Travel, LLC and Los Gauchos cannot be held liable for any claims, losses, damages, costs, expenses, delays, loss of enjoyment, of any nature or kind whatsoever, to the traveler and/or traveling companions, resulting from events beyond Adobe Travel, LLC's, Los Gauchos, or a provider's, vendor's or supplier's control, including but not limited to acts of God, strikes, lockouts, or other labor disputes or disruptions, pandemic or local diseases, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods, or laws, acts, or restraints imposed by government authorities.**

**I have read (as evidenced of the payment of my DEPOSIT and/or FINAL INVOICE), and understand all of the content in the TERMS AND CONDITIONS. Therefore, I have no questions about this information and agree to comply with all content contained herein. I have also read and understand the SERVICE**

**AGREEMENT and THE RELEASE & WAIVER OF LIABILITY.**

I also understand that I may be asked to sign a Release and Waiver of Liability in South America, and I agree to do before hunting and/or fishing if required by a particular land owner for me to lodge, drive, and/or hunt on their private property.

Print your name: **COMPLETE** the form of agreement online: [www.losgauchos.com/forms/forms.html](http://www.losgauchos.com/forms/forms.html) or any of the Los Gauchos authorized sites for PRE-TRIP FORMS completion and information.

**SERVICE AGREEMENT**

**Adobe Travel, LLC and Los Gauchos Outfitters  
Huntsville, TX 77340  
(214) 295 5281 office (214) 231 2991 fax  
[info@losgauchos.com](mailto:info@losgauchos.com)**

This Agreement, in conjunction with the Terms & Conditions, and Pre-Trip Form(s) contains the trip information for all of the destinations offered by Adobe Travel, LLC— which is a licensed LLC in the State of Texas; as well as our affiliates, partners, providers, contractors, and vendors.

Adobe Travel, LLC d/b/a Los Gauchos Outfitters, and/or any of our other vendors, providers, and affiliates with whom we contract for providing services of any kind, including hunting and/or fishing trips shall be called The Providers. The terms of this agreement shall be binding between the undersigned client and all Providers, listed or otherwise.

The Providers offer these hunting and fishing vacations solely as a booking agency (travel facilitator) and shall not be liable for any loss, cost, injury, death or damage to a persons or property which results directly or indirectly from any act, whether negligent or otherwise, of commission or omission including but not limited to delays, or any person, service, firm, or corporation which provides products or services in connection with the

**clients trip for hunting, fishing, sightseeing, hiking, or guest ranching. This includes, but is not limited to the following: hotels, taxis, chauffeurs, lodging, meals, mishandled or damaged luggage or personal effects, transportation, and other services.**

**The Providers, contractors, agents, sub-agents, subsidiaries and service providers (herein called “Providers”) reserve the right in their discretion to cancel or change any part of the itinerary without notice, and for any reason.**

**Prices advertised are subject to change at any time for any reason. If a price change must be affected, the client will have the option to pay the new price and continue with the trip, or receive a 100% refund of the land package.**

**The Providers will not be held responsible for a refund of any portion the clients’ airfare—without exception. Therefore, the Providers recommend that all customers purchase trip cancellation insurance, preferably with personal property coverage and medical (hospitalization and MEDEVAC) / accident coverage.**

**The Providers act only as agents for contractors, lodge owners, and outfitters, airlines, railroads, ship owners, charter air carriers (herein called “Charters”), providing means of transportation—ground or otherwise--or other services; therefore, all tickets, vouchers and contracts of such Charters are issued subject to any and all tariffs, terms and conditions under which such accommodations, means of transportation or other services are offered or provided and the issuance and acceptance of any such tickets, vouchers, and contracts shall be deemed to be consent to further conditions:**

**a) The Providers are not liable or responsible in any way in connection with such Charters, for any loss, injury or damage to or in respect to any person or property howsoever caused or arising;**

**b) Air carriers involved are not held responsible for any act, commission, or event during the time the passengers are not aboard their airplane: the passenger contract or tickets in use by the airline, the purchaser of any of these tours and/or the passenger;**

**c) The services of any IATA or ARC carrier may be used in connection with these tours;**

**d) Prices quoted are based on foreign exchange values and tariffs currently in effect and are subject to change;**

**e) Baggage and personal effects are including items purchased, are the sole responsibility of the owners at all times and no employee/agent of the Providers shall be responsible for their loss or damage.**

**The Providers reserve the right to make such alterations in the itinerary as it seems to them necessary or desirable, to refuse to accept or retain as a member of the party any person, at any time (in such case a refund will be based on the actual cost of the unfinished portion of the tour, unless the exclusion occurs a result of a violation of our Terms & Conditions, Payment Form or this Service Agreement) and to pass on to tour members expenditures occasioned by delays or offense beyond their control.**

**The Providers reserve the right to cancel any trip prior to departure, in which case a full refund will constitute full settlement to the passenger.**

**Everything offered as part of the trip is described in writing in the enclosed Terms & Conditions, which is signed, initialed and/or checked as having read, understood and agreed online by all clients. All information therein shall be fully binding, without exception.**

**Therefore, no other representation, description, or promises are valid unless they are confirmed in writing by one of The Providers. No partner, agent, sub-agent, host, guide, or service**

**provider is authorized to negotiate, or alter the written agreement between the client and The Providers in any way, shape, or form.**

**The payment of deposit by the client(s) is deemed as accordance, understanding, and agreement of the above conditions.**

**By signing and initialing this document the client acknowledges that he/she has read and understands this Agreement fully. In the event that the client deposits for other members of his/her party, the client agrees to accept full financial responsibility for all persons. For example, in the event that a third party member of your group cancels, the undersigned will bear full responsibility for that clients deposit in the event of a cancellation.**

**Once again, all non-refundable deposits are simply options to hold the space for you and/or your group open. The trip is not actually purchased until final payment is made, 90 days prior to arrival. Both payments are 100% non- refundable.**

**The balance (remaining %) of the package charge is due in our office 90 days prior to the first day of the trip.**

**If the balance is not paid within 30 days prior to departure, the client will be notified. Upon notification, the client will have 48 hours to wire the payment, or otherwise remit payment in the form requested by Adobe Travel LLC, into an account of The Providers specification in order to not forfeit their reservation, and deposit. No exceptions will be made, or should be implied.**

**I agree that I have read, understand and accept all of the content of this Agreement and the Terms and Conditions. Further, I understand that I must read and agree to a Waiver of Liability. Payment of your deposit and reviewing these terms on our website(s) constitutes agreement of Adobe Travel LLC Terms and Agreements. If payment is not made or a collection process is necessary, the client will be responsible for all costs**

associated with collection of payment.

**Affiliates and Vendors include, but are not limited to: Los Gauchos Outfitters, Estancia Los Chañares, San Juan, David Denies Doves shooting, Estancia Alicura, Estancia La Criolla, Flybakie, Estancia La Paz, Hotel Suizo, Hotel Patagonia, Hotel Intercontinental, Loi Suites Recoleta, Principado Hotel, Lake Merin Outfitters, Alfredo Cesar Costa Duarte, Roberto Duretto, Thomas Duretto, Ariel Maggioli, Walter Moreno, Eduardo Gonzalez, Uruguay Safaris, Hector Sarasola, Manuel Lainez, Paco Riestra, Pampa Sporting Adventures, and/or any other affiliate or vendor contracted in advance, or impromptu by Adobe Travel, LLC and/or any of our affiliates, or agents, listed above.**

**RELEASE AND WAIVER OF LIABILITY  
Adobe Travel, LLC /Los Gauchos Outfitters  
Huntsville, TX 77340  
(214) 295 5281 Office (214) 231 2991 FAX  
[info@losgauchos.com](mailto:info@losgauchos.com)**

**IN CONSIDERATION of being permitted to participate and enter upon property owned and/or operated by Adobe Travel, LLC for hunting and all other purposes, the undersigned, his or her guests, agents, employees, executors, heirs, assigns and next of kin hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, and agrees to indemnify and hold harmless Adobe Travel LLC. / Los Gauchos Outfitters and its agents, employees, executors, heirs, assigns, next of kin and all its officers, directors, partners, shareholders (herein to be referred to as "RELEASES") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way arising from, but not limited to personal injuries, conscious suffering, death, or property damage sustained by me arising out of my participation in any hunting or sport ACTIVITY (herein to be referred to as "ACTIVITY") while either on or off any real or personal property owned, operated or controlled by RELEASES, including travel to and from ACTIVITY locations; and I expressly**

**waive all claims that I may have against the RELEASES, or its representatives, for each and all of the foregoing.**

**FURTHER, undersigned agrees that:**

**1. I am aware that the ACTIVITY constitutes a calculated risk to the participants therein, and that each ACTIVITY involves inherent risks and dangers, including the possibility of SERIOUS BODILY INJURY OR DEATH. IN CONSIDERATION FOR THE AGREEMENT WITH ADOBE TRAVEL LLC d/b/a Los Gauchos / Los Gauchos Outfitters and the Providers TO PARTICIPATE IN THESE TRIPS AND ACTIVITIES YOU AGREE THAT YOU WILL NOT BRING SUIT OR MAKE A CLAIM AGAINST ADOBE TRAVEL LLC d/b/a Los Gauchos / Los Gauchos Outfitters and the Providers FOR PROPERTY DAMAGE, BODILY INJURY, DEATH OR EMOTIONAL TRAUMA, HOWEVER CAUSED, AS THE RESULT OF YOUR PARTICIPATION IN THE TOUR. YOU RELEASE ADOBE TRAVEL LLC d/b/a Los Gauchos / Los Gauchos Outfitters and the Providers AND ITS EMPLOYEES, FROM ALL CLAIMS, ACTIONS AND DEMANDS THAT YOU MAY HAVE FOR PROPERTY DAMAGE, BODILY INJURY, OR DEATH ARISING FROM YOUR PARTICIPATION IN A TOUR. This release of LIABILITY is entered into on behalf of all members of your family, including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in force and effect.**

**2. I certify that I have sufficient skill and experience with the ACTIVITY to understand the potentially dangerous nature of such ACTIVITY; and I understand that participation in the ACTIVITY always involves a risk of bodily injury to myself and other participants or bystanders, as well as the risk of damaging the property of others therefore I voluntarily and freely choose to incur such risk or risks and the dangers involved therein and/or resulting there from.**

**3. I am aware that there is always a possibility that the results of the ACTIVITY (bird hunting & fishing) with regard to the number of shot opportunities, birds harvested or seen, or fish caught**

could be below my expectations. Expectations differ greatly from client to client. What might be described as “poor” to one might be considered “good” to another, and vice versa. I agree to this logic, and understand it. I accept this fact as my responsibility, and agree not to hold Adobe Travel, LLC. or Los Gauchos or any of their vendors responsible for not meeting my expectations including but not limited to: filling daily bag limits, seeing a certain number of birds or fish, or otherwise providing a level of service with regard to food, drinks, transportation, or lodging that I feel is unsatisfactory or unacceptable.

4. I agree to reimbursement of all legal costs and reasonable attorneys’ fees incurred by the RELEASES, arising directly or indirectly from my acts or omissions while engaged in the ACTIVITIES contemplated by this agreement. In addition, I agree to be fully responsible, and shall reimburse THE RELEASES for any damage to any real or personal property owned, operated or controlled by the RELEASES occurring as a result of my acts or omissions while engaged in the ACTIVITIES contemplated by this agreement.

5. This agreement shall be constructed in accordance with the laws of the state of Texas without reference to its choice of laws provisions venue on any legal proceeding between the parties shall lie in Dallas County, Texas, only.

6. If any provision of the Agreements (Terms and Conditions, Release and Waiver, Service Agreement) shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

7. I personally accept responsibility and liability for my actions or omissions (without limitation) while hunting or fishing. I also accept responsibility for the actions or omissions (without limitation) of the minors traveling with me.

8. I hereby represent that I am over the age of eighteen years and legally competent to execute this Agreement and that I have read and understand the terms of this Agreement and the Terms and Conditions. Invalidation of any one or more of the

**provisions in this Agreement shall in no way affect any of the other provisions herein, which shall remain in full force and effect. This Agreement shall be interpreted and is subject to the laws of the State of Texas and may not be orally altered or terminated.**

**By my completing the online agreement, data form, or payment of any invoice I agree that I HAVE READ AND UNDERSTAND EACH PROVISION OF THE FOREGOING AGREEMENT AND TERMS AND CONDITIONS.**