



OTHER CUBAN JOURNEYS

Jazzin In Cuba

Full name as it appears on your passport: please print clearly!

Last Name: _____ Middle Name: _____ First Name: _____

#2 Guest) _____ Middle Name: _____ First Name: _____

Address: _____

City & State: _____ Zip: _____

Telephone: Home: _____ Email _____

Cell Phone: _____ Fax: _____

Profession: _____ Employer: _____

Public Radio Station: _____

Passport Information:

I am a citizen of: _____ Date of Birth: _____ Place of birth: _____

Passport Number: _____ Date of Issue: _____ Expiration date: _____

Mother's Maiden Name: _____

#2 Guest) I am a citizen of: _____ Date of Birth: _____ Place of birth: _____

Passport Number: _____ Date of Issue: _____ Expiration date: _____

Mother's Maiden Name: _____

People to contact in case of emergency

Contact name and phone number _____

Hotel Room Preferences: Single ___ Double ___ Are you Cuban born? Yes ___ No ___

Do you have any food allergies/diet restrictions or on any medications – if so please explain.

“As a condition of travel, I agree to follow the full time schedule of purposeful travel under the People to People category” – please sign that are you in agreement

Guest 1) _____

Guest 2) _____

Initials _____

LIABILITY LIMITATION, RELEASE, CANCELLATION POLICY, AGREEMENT

(EACH GUEST MUST INITIAL THE BOTTOM OF EACH)

I understand that Other Cuban Journeys, LLC (hereinafter referred to as OCJ) offers programs to Cuba under which OCJ is authorized by the United States Department of Treasury to conduct licensed People-to-People educational exchange programs in Cuba which is pursuant to section 515.565(b)(2) of the Cuban Assets Control Regulations, 31 CFR Part 515. OCJ People-to-People programs offer a full-time schedule of educational activities intended to ensure meaningful interactions between participants and individuals in Cuba. U.S. law requires that I agree and promise to adhere to this full-time schedule and OCJ is obligated to ensure such adherence.

I agree that OCJ operates these programs independent of the hotels, airlines and other entities that are used on the programs. Tour services provided in connection with the program including without limitation transportation, lodging, and sightseeing are provided by the carrier, hoteliers, and other suppliers that are independent contractors and not agents for, employees, partners, or joint venture participants of OCJ. OCJ is not responsible for acts or omissions of such independent contractors.

I agree that Other Cuban Journeys, LLC **has no liability or responsibility** for injury, delay, irregularity, loss or damage to person or property, additional costs, losses or injuries resulting directly or indirectly from acts of nature, detention, weather, government, political forces, terrorism, crime, failure of any means of transportation to comply with schedules, accommodations, food, travel, day-to-day trip activities, quarantines, strikes, trade embargoes, discrepancies, or changes in transit or living accommodations, whether such loss arises out of or are incident to the program or otherwise. OCJ is not liability for injury, damage, loss, accident, delay, irregularity in connection with the service of any automobile, motorcoach, airplane, boat, launch or any other conveyance used in carrying out this program or for the acts or defaults of any company or person engaged in conveying the passenger or in carrying out the arrangements of the program. I consent to the foregoing disclaimer.

For and in consideration of the services performed on my behalf and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I release and agree to indemnify, defend and hold harmless, Other Cuba Journeys, LLC and its respective officers, trustees, members, employees, agents, contractors, agents, heirs and assigns, from or regarding any and all claims, demands, rights, and causes of action of whatsoever kind and nature, by the undersigned or any other person, arising from or by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, death, damage to property, financial damages, penalties, levies, fines assessments, duties, and/or attorney's fees and the consequences thereof, or any loss whatsoever, resulting, arising from or related to the undersigned's anticipated travel or actual travel to, within and from Cuba.

Initials _____

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Cancellation Policy

I agree that if I cancel, I must notify OCJ in writing. Cancellation will be effective upon receipt of written notification. Funds paid to OCJ will be refunded only as set forth below.

- Cancellation up to 181 days prior to departure - deposit (minus a \$250 cancellation charge) and all other money collected by OCJ will be refunded. The \$250 may be used towards future trip.
- Cancellation 180 - 91 days prior to departure -50% of the trip cost will be refunded
- Cancellation within 90 days of departure, 100% all money paid will be forfeited and not refunded.

No refund will be made for any unused portion of tour. OCJ may cancel any program at any time. OCJ will refund the total amount paid to OCJ if the program is cancelled by OCJ prior to departure for any reason other than governmental actions including changes to Cuban Asset Control travel regulations to Cuba or for any reason beyond the control of OCJ.

I understand and agree to the terms as stated in the Cancellation policy.

Pricing Policy

Due to the current changes on the island and the demand this is causing for tourists to visit, Cuba has been periodically increasing prices. This is without any forewarning and the price can even change overnight. This is part of the volatile nature of doing business with Cuba. This is beyond the control of OCJ. I understand that OCJ will make the traveler aware of any price increases and allow for cancellation with return of full funds paid to OCJ. I understand that OCJ is not responsible for any other costs incurred due to my cancelling out such as flight tickets, travel arrangements, visas, etc.

Trip Cancellation

I agree that trip cancellation and interruption insurance is highly recommended. If I do not purchase it I will lose the above fees no matter what the unexpected nature of the cancellation is due to except for an increase in price per Cuba.

Flight/Lodgings/Itinerary/Pricing

I agree that OCJ reserves the right to substitute hotels/casa particulars and/or make changes to the itinerary if necessary. Sometimes circumstances in Cuba are beyond control and will require an adjustment to the tour, lodging or its inclusions.

I understand if I am staying in a casa-partiular that as the private sector of Cuba is new and emerging that the lodgings are not be what is expected of a B&B in the US. Also that with many changes occurring

daily in Cuba, that the casa owners constantly have new laws at any time and that OCJ is not responsible for changes that are made with regard to lodging.

Participant is responsible for air-fare and other travel fees (taxes, visas, etc) to Miami and/or Havana depending on the start point of trip.

I agree air schedules between USA and Cuba are subject to change without notice. OCJ is not responsible for any costs incurred due to air schedule changes, late flights, change or cancellations.

MEDICAL INSURANCE

I understand that limited medical insurance and evacuation is included in the cost of the trip which is furnished by the Cuban Government upon purchasing your airline US based airline ticket. This insurance does not cover any **pre-existing conditions**. If insurance provided by airlines is not deemed adequate and reasonable, participant will make arrangements for additional or supplemental insurance. I understand that medical evacuation insurance is not included in this policy.

I agree that should medical emergency arise in Cuba, I will not hold OCJ responsible for actions relating to medical or emergency treatments.

I agree that the trip can be moderately strenuous due to Cuba's inconsistent infrastructure. Streets can be uneven, cobblestoned or laden with cracks and potholes; stairs without rails, high thresholds, and more. Medical treatment and care are not always up to US standards. There may not be non-smoking rooms available and most common areas allow smokers. Elevators do not always work and steps may need to be taken at museums, restaurants, etc. I represent that I am in sufficient mental and physical health for the trip to Cuba. I understand that OCJ reserves the right to refuse to accept or retain any person as a program participant.

Record Keeping Requirements

I agree that each passenger is required by the Office of Foreign Assets Control (OFAC) to keep a written record of each day's activities in Cuba. Such records, along with a copy of my license letter, will be retained for five years from date of travel, to be made available for examination upon demand by OFAC.

The parties agree that this agreement is made in, governed by, and shall be construed in accordance with the laws of the State of Michigan. The parties hereby consent and agree to submit to the exclusive jurisdiction and venue of the Courts of the State of Michigan located in Genesee County and expressly agree to such forum for the bringing of any lawsuit or other proceeding arising out of or related to their obligations, hereunder, and expressly waive any objections to the venue or jurisdiction of any such courts and waive any right to trial by jury so that trial shall be by and only to the court without a jury.

By signing below, participant acknowledges receipt of a copy of these terms and conditions and signifies acceptance of, and consents to, all of the terms and conditions set forth herein.

I have carefully read the 3 pages of this agreement understand it and agree to its terms.

Initials _____

Signature of Traveler: _____ **Date:** _____

Guest # 2: _____ **Date:** _____

Signature of Responsible Party if traveler is under 18 years of age _____

Relationship of Responsible Party to the traveler _____

Print name of the Responsible Party _____



OTHER CUBAN JOURNEYS

I understand that, under current United States travel restrictions with respect to Cuba, travel-related transactions are prohibited except for specific categories and that by signing my name at the bottom of this Affidavit, I am declaring that I fall under the category below.

Educational Activities (A11/A12-565):

People to People exchange – which is sponsored by an organization that sponsors such exchanges, and accompanied by a full-time employee or consultant from the sponsoring organization, which complies with the regulations identified in §515.565 (b)

Name: _____

Date of Birth: _____

Tel: _____

Home Address: _____

City/State/Zip: _____

By signing below you certify that the above information is true:

Guest 1) _____ Date) _____

Guest 2) _____ Date) _____

MAIL THIS FORM with Check (made out to Other Cuban Journeys LCC) and clear copy of passport to:

Kevin Barnes, KBEM, 1555 James Ave N, Minneapolis, MN 55411

Initials _____