

## PARTICIPANT APPLICATION PACKET

Dear Sports Tour Participant:

In the following pages please find:

- I. Tour Information
- II. Payment Information
- III. Cancellations, Refunds, & Insurance
- IV. Booking Conditions
- V. Terms & Conditions and Release of liability
- VI. Participant Application

Don't hesitate to contact us if you have any questions. We would like to thank you for your interest and we look forward to hosting you in Costa Rica.

Sincerely,



Randall A. Pochet  
President  
CR Sports Tours Inc.  
[randall@costaricasports.com](mailto:randall@costaricasports.com)

## I. Tour Information

### What's Included

#### Your Tour Includes:

- Lodging accommodations are in 3 to 4-star hotels (except where noted)
- Breakfast, lunch, and dinner daily, except where indicated in the itinerary
- All sport game arrangements and referees
- Game and training sport fields
- Some Sightseeing tours (as per itinerary)
- Private air-conditioned bus transportation
- Select entrance fees as specified
- Full-time services of a bilingual tour guide upon arrival and throughout the program.
- Laundry for uniforms of games and trainings.
- All non-optional gratuities
- All applicable sales taxes

### What is Not Included

- Round-trip airfare (let us know if you would like airfare pricing for your group). Groups may also arrange their own airfare
- Items of a personal nature (laundry, telephone, etc.)
- Optional sightseeing activities
- Airport departure taxes
- Expenses caused by airline rescheduling, cancellations or delays caused by the airlines, bad weather or events beyond C.R. Sport's control
- Customary gratuities (for your tour guide and coach driver)
- Passport and visa fees
- Travel insurance: we require all participants to have their own medical insurance to cover them in the event of illness or an accident. We can recommend several insurance companies that provide such insurance.

## II. Payment Information:

### Payment Schedule- Land Portion Only

1. 30 days after reservation-- \$100 deposit for land portion due
2. 120 days prior to departure-- 50% of remaining land portion due. The Participant Application must be signed and postmarked by this date also.
3. 60 days prior to departure-- Final payment of remaining land portion, travel insurance (if desired), and optional sightseeing activity amounts due. Last day for a participant to cancel land portion without penalty (payments would be refunded; does not apply for airfare). After this date and until 7 days prior to travel, you can replace a participant (if the participant is purchasing his/her airline ticket through us see Airfare Price Quote document for applicable fees). If the balance is submitted less than 59 days before your departure, a 3% late fee will incur. If the balance has not been submitted 30 days prior to your departure we reserve the right to cancel the tour.

### Making Your Payment

Our preferred method of payment is a bank wire transfer as a team. We recommend that the coach or Trip Leader pool the money for each payment date and then make a single electronic wire transfer as a team. In order to keep our costs low, we don't accept credit card payments (they charge a 7% commission).

#### Electronic Wire Transfer:

All major banks provide this service. You need to provide the following information to your bank:

Bank Name: **Bank of America**

Bank Address: 901 SE 17<sup>th</sup> Street, Ft. Lauderdale, FL 33316

Bank phone: 954-527-8507

Account Name: C.R. Sports Tours Inc.

Account number: **898027146298**

ABA Routing: 063100277

### III. Cancellations, Refunds, and Insurance

#### Cancellation and Refund

**Airfare Policy** (see Airfare Price Quote document). Airfare cancellation varies depending upon the airline.

#### **Land Portion Policy**

Cancellations processed 60 days prior to departure are fully refundable (does not apply for airfare). Cancellations processed 59-31 days prior to departure result in a loss of 50% of the total program fee. Cancellations made within 30 days of departure result in a loss of the total program fee. We reserve the right to cancel this tour. In such case, the entire payment will be refunded.

#### **Replacement Participant Information**

Should one participant not be able to travel on the tour, he may send a substitute in his place for a fee of \$150 but the coach or contact person must contact CR Sports Tours Inc. at least 7 days prior to the team's departure to Costa Rica with the name of the replacement participant. If the participant cancels but does not send a replacement, the Cancellation and Refund Policy will be applied in determining how much of his payments can be returned.

#### Travel Medical Insurance

- Participants must have medical insurance in order to participate in the tour.

### IV. Booking Conditions

These terms and conditions apply for all tours departing on or between October 1, 2009 and September 30, 2010.

#### Passports and visas

Every CR Sports Tours Inc. participant must be in possession of the appropriate documentation prior to departure. CR Sports Tours Inc. is not responsible for obtaining passports or visas for travelers. This is the responsibility of the participant. If a CR Sports Tours Inc. participant is unable to obtain a passport or any applicable visas, CR Sports Tours Inc.'s Cancellation and Refund Policy will apply.

#### Travel Medical Insurance

We require all participants to have medical insurance in case of illness or accident while on the tour.

#### Flights

(The passenger contract in use by each airline, when issued, shall constitute the sole contract between the airline and the purchaser of the tour.) CR Sports Tours Inc. cannot be held responsible for airline routing or schedule changes or mechanical, weather or capacity related flight delays. You will receive your seating assignments at the time of check-in. Our contracts do not allow upgrades or stopovers.

#### Special travel for individuals

Participants may choose to make their own flight arrangements and join the group during the tour. In this case, he/she is responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.

#### Optional sightseeing activities

CR Sports Tours Inc. offers optional sightseeing activities as a supplement to included activities. Optional activities are non-refundable if cancelled fewer than 30 days prior to departure.

#### Rooming

CR Sports Tours Inc. will make final rooming assignments for all travelers. The Trip Leader/coach must submit the preferred rooming list 30 days prior to departure. If you have any special rooming requests please contact your Trip Leader. Each hotel room is equipped with a private bathroom. Travelers room in triples or quads with same-gender members of the entire tour group with which they are traveling. Travelers may request twin accommodations (a room for two people) for an additional \$20 per hotel night per traveler.

## V. Terms and Conditions and Release of Liability

I (or parent or guardian if applicant is under 18), am an applicant for a tour provided by CR Sports Tours Inc. By signing the Participant Application, I understand and agree to the following:

1. I understand that my tour begins with the takeoff from the CR Sports Tours Inc. departure airport and ends upon completion of the flight back to the CR Sports Tours Inc. airport. For those making their own flight arrangements, the tour begins upon arrival at the first CR Sports Tours Inc. hotel and ends upon departure from the last CR Sports Tours Inc. hotel, according to the itinerary.
2. I agree to release, indemnify and hold harmless CR Sports Tours Inc. and its affiliates (which term shall include subsidiaries, officers, directors, shareholders, agents and employees of CR Sports Tours Inc. as well as CR Sports Tours Inc. itself) the "Released Parties", and agree not to sue the Released Parties for, any claims that I may have arising from any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatever related in any way to my participation in any CR Sports Tours Inc. tour other than from intentional or reckless acts by such parties. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators.
3. I recognize that soccer, basketball, tennis and volleyball are vigorous contact sports and that I may suffer temporary or permanent serious physical injury including, but not limited to sprains, fractures, brain or spinal damage, paralysis or even death while playing or attending a game, tournament, practice or scrimmage. I also recognize that the types of injuries and harm mentioned in the preceding sentence of this Release can arise from a wide spectrum of causes in regard to the sport, but not limited to: head injuries suffered by players impacting each other, goalposts or the ground; players getting hit by motor vehicles in parking lots or roads near fields; violent or overly rough play; playing in weather that may be too dark, too hot, too wet or too slippery; player fights; injuries caused by poor field conditions including potholes, protruding sprinkler heads, holes or the like; lightning; or negligence or misconduct by coaches, parents, referees or other players.
4. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both.
5. I understand and agree that CR Sports Tours Inc. shall have no liability or responsibility for me when I am absent from CR Sports Tours Inc. supervised activities or for non-CR Sports Tours Inc. supervised activities.
6. I understand and agree that CR Sports Tours Inc. reserves the right to refuse or cancel my registration. Group leaders may also refuse or cancel any participant's registration including my own. In such event, the Cancellation and Refund guidelines apply.
7. I agree to abide by CR Sports Tours Inc.'s regulations and the directions of my group leader, my tour director or CR Sports Tours Inc.'s personnel during my tour. Failure to do so may result in CR Sports Tours Inc. terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my tour price, and that CR Sports Tours Inc. may then send me home at my own expense.
8. I agree to abide by all local laws, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the tour price, and CR Sports Tours Inc. may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting. If I am expelled for any drug or alcohol related issues, I consent to being sent home at my own expense with no refund of fees. I will attend to and assume responsibility for any legal issues or problems I encounter with the local laws of Costa Rica. CR Sports Tours Inc. is not responsible for providing any legal assistance under such circumstances.
9. I understand and agree that if I become ill or incapacitated, CR Sports Tours Inc. and its employees, or my group leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
10. I understand and agree that CR Sports Tours Inc. has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.
11. I understand that by enrolling on this tour, I have made the choice to travel with the coach/administrator/group leader organizing my group, and I understand that this choice is not the responsibility of CR Sports Tours Inc.. I understand that a group leader must accompany me on tour. If my group leader cancels for any reason, CR Sports Tours Inc. will ask him or her to assign a new group leader. If I cancel at this point and choose not to travel with the replacement group leader, I will be treated as a standard cancellation according to the policy. If no replacement group leader can be found, I will need to cancel and the CR Sports Tours Inc.'s Cancellation Policy will apply.
12. I understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]). Failure to do so does not constitute grounds for a refund.
13. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.
14. I understand and agree that this agreement and CR Sports Tours Inc.'s Booking Conditions constitute the entire agreement between CR Sports Tours Inc. and me (the participant), and I do not rely upon any promises, inducements or agreements, including any oral statements made to me by any agents or employees of CR Sports Tours Inc., or by my school or group leader. This agreement may be amended or modified only in writing, signed by both parties.
15. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Florida, USA and the participant expressly submits to the jurisdiction and venue of the Courts in Miami-

Dade county. In the event of any claim, dispute or proceeding arising out of my relationship with CR Sports Tours Inc., or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the Courts of Miami-Dade county.

16. I understand and consent that CR Sports Tours Inc. may use any film likenesses taken of me while on a CR Sports Tours Inc. tour for future publicity and also use my contact information for future CR Sports Tours Inc. promotions.

**Sign your application only when you have read in full and understood the contents of the terms and conditions and release of liability.**

**VI. Individual Participant Application**

**All tour participants must complete, sign, and submit this form to the coach/ trip leader, who will submit them as a team 120 days prior to departure.**

Participant Name: \_\_\_\_\_ Team Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Emergency Contact Information**

Please provide the name of a person whom we may contact in case of an emergency.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell/Work Telephone: \_\_\_\_\_

**Travel Medical Insurance:**

I affirm that I have personal medical insurance that covers me in the event of injury and/or illness during my tour and I agree not to hold CR Sports Tours Inc. responsible for such an event. I understand that medical insurance is required for participation in this tour.

**Waiver of Liability:**

By signing this waiver of liability I acknowledge that I have completely read and fully understand CR Sports Tours Inc.'s Cancellation, Refund Policy and Booking Conditions, & Release & Agreement as supplied here and agree to be bound by it. I also understand that CR Sports Tours Inc. is not liable for any medical expenses that I may incur during my stay in Costa Rica. By signing below I affirm that I either have my own medical insurance or have agreed to purchase it.

Please have all participants sign this application (for players under 18 please also have their parents/guardian sign this application):

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_