## LIABILITY CLAUSE

Xplore Panama Corp. and its agents act only as agents for passengers in all matters pertaining to transportation, accommodations or services not provided directly by Xplore Panama Corp., which are not subject to its control and therefore assume no liability. As agents, all tickets, exchange orders or vouchers issued by independent suppliers are subject to any and all terms and conditions under which such means of transportation, accommodations or other services are offered or provided. Xplore Panama Corp. and its agents will not be liable for injury, death, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle furnished by any such other party, firm or corporation or through the acts of default, whether negligent or willful, of any company or person engaged in conveying the passenger or in carrying out or failing to carry out the arrangements previously agreed upon, nor for the negligent misconduct of any such other party, firm or corporation. In the same way Xplore Panama Corp. is not responsible for the loss, theft, or robbery of luggage while it is in charge of the airline or hotel, as is outside the control, surveillance and direct supervision of the company. The passenger contract in use by the airlines concerned, when issued, shall constitute the sole contract between the airline and the purchaser of these and/ or passenger. Xplore Panama Corp. will not be held responsible and will assume no liability for injuries, losses or additional expenses due to delays or interruption of travel, changes in schedules, damage or loss of baggage, acts of God, sickness, weather conditions, technical problems of any aircraft, vehicle, vessel or other means of conveyance, strikes, war, terrorist activity, civil commotion or any cause beyond the control of Xplore Panama Corp. We suggest that you book an insurance policy with your Travel Agency.

- All resservations will be confirmed to guest after the reservation deposit has being received vía e-mail.
- Guest will receive a voucher via e-mail with specifications: Name, number of passengers, booked service, departure dates, number of days, charges and other specifications, itinerary.
- The services will take place at the time and place previously scheduled and confirmed with guest and described in the itinerary

## **GUESTS' FITNESS, BEHAVIOUR AND MEDICAL CONDITIONS**

- By booking a tour (s) with any activity included, the guest represents and warrants that he/she is physically and otherwise fit to travel, and that the guest will comply at all times with applicable rules and regulations of the tour and orders and instructions of the personnel, guides.
- Xplore Panama reserves the right without liability to require a guest to abandon the tour and/or to refuse to board and transport a guest who, in the judgment of Xplore Panama Corp., is unfit to travel or may require care beyond that which Xplore Panama is reasonably able to provide.

## **INSURANCE**

- We strongly recommend you check that your guests have adequate travel insurance to cover any eventualities.
- For Mototour programmes guest are required to leave a deposit prior to receiving the motorbycicle

## GENERAL ITINERARY OR VESSEL CHANGES

- All fares, offers, savings, programmes and itineraries are subject to change without notice.
- Xplore Panama reserves the right to correct any errors or omissions.
- Itinerary arrival and departure times are always subject to change without notice.