

## LIABILITY RELEASE FOR OPERATIONS WITH MINORS

### ADDENDUM TO THE GENERAL AND/OR PARTICULAR CONDITIONS

The denomination **Legal representative** and/or **the responsible party** for minor(s) are called the parents, guardians, relatives, friends, teachers, or any adult in charge of the temporary or transitory and indefinite custody of the minor(s) that negotiate tourist services on behalf of minors with or through KLEINTOURS. It is understood that whoever negotiates on behalf of minor(s) has their full representation or holds an authorisation from the legal representative.

The **legal representative** and/or **the responsible party** when negotiating services or tourist cruises on behalf of the minor(s), has fully understood, accepted, assumed, granted authorisation and/or assumed responsibility in or for:

- A) KLEINTOURS is not responsible for the packages, offers, circuits, itineraries, transportation and additional conditions of services for which it is the intermediary, the same are responsibility of the agencies, airlines, marine companies, hotels, ship owners, ship captains, etc. that operate them;
- B) KLEINTOURS does not assume the responsibility if the captain or owner of the ship or the operator or any other person refuses the transportation of the minor(s), in which case the claim should be addressed directly to the service operator.
- C) In tours, excursions, circuits, cruises, etc. promoted and performed by KLEINTOURS, especially in ships, boats, yachts, and in general in any embarking and disembarking transportation means, is not responsible nor obliged for the accidents, mishaps damages, injuries, wounds and their consequences, that may be suffered by passengers of any age/condition.
- D) The **legal representative** and/or **the responsible party**, fully aware of the risks, (casual or not) as contractor, exempts and releases KLEINTOURS of any responsibility and complaint caused by accidents, mishaps, damages, injuries, wounds of any magnitude and/or deaths that may occur, whatever the consequences, immediate or not, are.
- E) Minors cannot travel unaccompanied. If they present themselves unaccompanied, the company will not accept them for transportation. If they are indeed transported, the **legal representative** and/or **the responsible party** that purchased and paid for the services, will be fully responsible. In cases of non-

revenue passengers, the person in charge of the arrangements will be fully responsible. In any case, the captain of the ship may refuse their embarkation without any complaint from the client.

- F) Minors in groups. The **legal representative** and/or **the responsible party** or whoever negotiates the services, compromises to have at least one adult for per 5 minors, for the whole extent of the services. The adult accompanying the minors will be responsible for their complete security and care.
- G) Disabled passengers. The company is hereby released of every responsibility in case of any and every accident suffered by disabled passengers. The services not used by the passengers due to age and/or conditions as disabled, will not be refundable.
- H) The rendering of these services are under the jurisdiction and competence of the Ecuadorian Law.

The Company is liberated of any responsibility for any of the above concepts as well as for accidents, injuries, damages or deaths that may occur when practising sports in the water or on land, in or under the sea and during the cruises and/or sea crossings, including manoeuvres and embarking or disembarking actions.

The Company is not responsible for the services rendered by other operators, transportation companies, hotels for which Kleintours acts as intermediary, nor for damages, accidents, actions of negligence and consequences or losses, omissions or cancellations of their services.

Minor Names \_\_\_\_\_

Guardian Name \_\_\_\_\_

Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_