**Horsetrail México Tours TRAVEL AGENCY TOUR AGREEMENT**This agreement between Adriana Real Rosales, and -----------------sets forth terms upon which **-------------------------------**has agreed to offer equestrian vacations described in the itineraries provided by Horsetrail México Tours,

1.--------------------------------will offer the equestrian vacations described in the itinerary only provided by Horsetrail México Tours.

2**. Payment**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agrees to provide a 30% deposit at booking on behalf of Traveler for the equestrian vacation 45 days before departure of the ride Horsetrail Mexico Tours

3**. Payment**:-------------------------------------agrees to provide the remaining full payment on behalf of Traveler for the equestrian vacation 45 days before departure of the ride to Horsetrail México tours

4. If the Traveler must cancel their reservation, their cancellation fee will be determined according to the following formula:**Number of days prior to trip start Cancellation fee per person**61+ days $50031 – 60 days 50% of price of trip30 days or less 100% of price of trip5. **Postponement:** If the equestrian vacation is cancelled, you must inform Horsetrail México Tours within 24 hours and refund all payments for the equestrian vacation immediately.

If Traveler must postpone the equestrian vacation to another scheduled date, they may do so upon payment of a $125 postponement fee per person and upon at least 61 days written notice to Horsetrail México Tours, They must reschedule the equestrian vacation to occur within 52 weeks of the date of their original reservation, and only one postponement can be made. 6. The equestrian vacation includes those services and facilities shown on the itinerary. If a single room is requested and available, an additional charge will be made. The total tour cost is also subject to adjustment by Horsetrail México Tours to reflect currency fluctuations, but no such adjustment will be made after final payment of the total tour cost.

7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_acts only as the marketing representative on behalf of Horsetrail México Tours in order to obtain Travelers for the equestrian vacations represented by Horsetrail México Tours

8. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will inform Traveller that Horsetrail México Tours acts only as the marketing representative on behalf of the equestrian vacations offered on Horsetrail México Tours.. 9. If the equestrian vacation is canceled at any time, even after Traveler has departed the North America, for reasons beyond the control of Horsetrail México Tours, shall have no responsibility for any such cancellation, except to refund the total tour cost to the Traveler. 10. Horsetrail México Tours shall have no responsibility to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Traveler’s inability to complete the tour by reason of travel restrictions, travel delays, weather conditions, quarantines, medical or customs regulations, delays, cancellations of or changes in itinerary or schedule of carriers, or inability or injury of Traveler. Horsetrail México Tours assumes no responsibility for actions or omissions by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Without limitation of the foregoing, by way of example, Horsetrail México Tours is not responsible for airline accidents, loss of luggage, riding injuries, or other loss or damage.----------------------------- ***agrees that Horsetrail México Tours shall not be liable or responsible for death, personal injury, loss or damage of any nature to Traveler, or any personal property or baggage of Traveler, or for any cause that directly or indirectly relates to the tour, including transportation arrangements to and from the tour, from any reason or cause whatsoever****.* ***Horsetrail México Tours shall have no responsibility for any riding accident occurring during the tour****.* Horsetrail México Toursreserves the right to decline or to accept any ride guide to represent or person as a traveler.11. This contract shall be governed by the laws of the State of Cuernavaca, Morelos México, and agrees to be subject to the jurisdiction of the courts of the State of Morelos, México in which Horsetrail México Tours maintains its principal place of business.12. Horsetrail México Tours reserves the right to reject any rider for reasons of riding inability or behavior endangering the safety or welfare of the riders or horses. No refund will be made to any rider who is rejected by Horsetrail México Tours for any such reason, nor can refund be made to any rider who is unable to complete a ride or tour. Injury to a horse, caused by the Traveler, is the responsibility of the equestrian vacation guide unless gross negligence by the Traveler is involved.

13. **Traveler Responsibility**:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** will assist Traveler in: Selecting a trip appropriate to Travelers’ interests and ability and being in sufficient health to undertake the trip. Preparing for the trip by suggesting that Traveler discuss the trip with their riding instructor and packing appropriate clothing and equipment. Acting in an appropriated and respectful manner and in accordance with the customs and laws of the country or countries in which Traveler stay.

Horsetrail México Tours will assist Traveler in: Selecting a trip appropriate to Travelers’ interests and ability and being in sufficient health to undertake the trip. Preparing for the trip by suggesting that Traveler discuss the trip with their riding instructor and packing appropriate clothing and equipment. Acting in an appropriated and respectful manner and in accordance with the customs and laws of the country or countries in which Traveler stay. Making the instructor or guide aware if Traveler feels unable to participate in a particular activity for any reason and to decline to participate.

14. Horsetrail México Tours will pay\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 5% commission on equestrian vacations referred to Horsetrail México Tours by **Paypall payment** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the completion of the equestrian vacation by the Traveller.

WHEREAS, all parties are aware that the sport of horseback riding and other activities involving the use of horses, including but not limited to the sports of, trail riding, horse schooling, horse training, riding, fox hunting, cross country jumping and horse shows are athletic events which are, potentially, dangerous activities: all parties understand that, in connection with such aforesaid activities, a *participant* and/or *equine* ridden by a *participant* may be injured or die as a result of the negligence of a *participant* or the negligence of others: and that there are inherent risks in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the *participant,* (ii) the inability to predict an *equine’s* reaction to sound, movements, objects, persons or animals; (iii) hazards of surface or subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a *participant* acting in a negligent manner that may contribute to injury to the *participant* or others, such as failing to maintain control over the *equine* or not acting within the participant’s ability. NOW THEREFORE, with full knowledge and understanding of the foregoing and as an inducement to Horsetrail México Tours, an equine activity agent, to allow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be represented in *equine* activities offered by Horsetrail México Tourss, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby waives (gives up) all rights which he or she may have or any successor-in-interest of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may have to sue or to make a claim against the following persons or entities for any and all injuries or even death which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or their Travelers may sustain and damage done to any property owned or controlled by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which participating in an *equine* activity on account of any negligent act or omission by any or all of the following persons (i) Horsetrai lMéxico Tours (ii) managing partners and employees of Horsetrail México Tours, individually and collectively (iii) all other participants in such equine activities: and (iv) all equine activity sponsors who may support or may co-operate with Horsetrail México Tours in offering equine activities in which Participant participates, including , but not limited to landowners, or other persons who give permission to use land or other facilities in conjunction with *equine activities* offered by Horsetrail México Tours, employees and agents and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ fully assumes for himself or herself all risk of the aforesaid injury, death or property damage of all kinds.

**Accepted and Agreed To:**

By:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **SIGNATURE**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Print Name**

 Address

Business Telephone:

Cell Telephone:

Email Address:

 **DATE SIGNED**

 Accepted: Horsetrail México Tours

 By: **ADRIANA REAL ROSALES** Date:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**