



## Other Cuban Journeys

Scheduled travel dates \_\_\_\_\_

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

Last Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ First Name: \_\_\_\_\_

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

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

Telephone: Home: \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Profession: \_\_\_\_\_ Employer: \_\_\_\_\_

**Passport Information:**

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 \_\_\_\_\_

**Please sign:** As a condition of travel, I agree to follow the full time schedule of purposeful travel under our People to People Itinerary \_\_\_\_\_

**List any special dietary needs, medical conditions, allergies, routine medications, or disabilities that may affect your participation in this trip?**

\_\_\_\_\_

## **LIABILITY LIMITATION, RELEASE, CANCELLATION POLICY, AGREEMENT**

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(PLEASE INITIAL THE BOTTOM OF EACH PAGE AND RETURN THE WHOLE DOCUMENT TO OTHER CUBAN JOURNEYS)

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 granted by License No. CT-2014-306910-1, 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** \_\_\_\_\_

## **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 91 days prior to departure - deposit (minus a \$250 cancellation charge) and all other money collected by OCJ will be refunded
- Cancellation 61- 90 days prior to departure -50% of the trip cost will be refunded
- Cancellation within 60 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.

## **Trip Cancellation Insurance**

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.

## **Flight/Itinerary/Pricing**

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

Participant is responsible for air-fare and other travel fees to Miami.

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 cancellation in program. Flight information to and from Cuba is not confirmed until weeks before departure. Arrival to the Miami area the night prior to departure is suggested as check-in time is usually very early. Return domestic flight should be booked as late as possible to home destinations so as not to miss connections. Seat assignments are not available on all airlines. OCJ is not responsible for lost or damaged baggage.

I understand that pricing is based on 20 travelers per departure. If OCJ does not have 20 participants, OCJ may have to increase pricing or to cancel the trip.

**Initials** \_\_\_\_\_

## **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. This insurance does not cover any **pre-existing conditions**. If insurance provided is not deemed adequate and reasonable, participant will make arrangements for additional or supplemental insurance.

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. 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.

Signature of Traveler:

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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



Cuba Travel Services, Inc. (CTS Charters)  
RESERVATION FORM AND OPERATOR-PARTICIPANT CONTRACT  
California Office 800-963-2822 Miami Office 305-476-9400

Departure Flight:		Departure Date:		Category: R/T [ ] O/W [ ] R [ ] RP [ ]		Return Flight:		Return Date:	
Destination:		Agency #:		Agency Name:				Agency Telephone #:	
Name Shown on U.S. Passport Last Name:				First Name:		Mother's Maiden Name:			DOB:
Name Shown on Cuban Passport (if applicable) Last Name:				Mother's Maiden Name:		First Name:			Second Name:
Email Address:				Gender: Male [ ] Female [ ]		Country of Birth:			Visa #:
<b>TRAVEL</b>  <b>DOC</b>	<b>ENTRY TO:</b>		<b>UNITED STATES OF AMERICA</b>				<b>CUBA</b>		
			[ ] Passport Country _____ [ ] Residence [ ] Other				[ ] Passport Country _____ [ ] Other		
	<b>DOC TYPE</b>		DOC NUMBER		DOC EXPIRATION DATE		DOC NUMBER		DOC EXPIRATION DATE

**OFAC CATEGORY:**

[ ] Educational – People to People (515.565b)

USA Address:		City:		State:		Zip:	
CUBA Address:		City:		Province:		Cuba Phone:	
In case of an Emergency, please contact		Name:			Telephone:		

**PUBLIC CHARTER OPERATOR-PARTICIPANT CONTRACT**

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, Cuba Travel Services, Inc. in return for payment of the amount indicated as the total charter price, agree to provide you this charter flight.

**RESPONSIBILITY:** We, as the principal, are responsible to you for arranging the charter flight, *provided* however, that in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier or other suppliers of any of the services offered in connection with the charter.

**RESERVATIONS AND PAYMENT:** Attached to this Agreement is your Reservation Form. We will confirm the reservation within 7 days after receiving the Reservation Form. If the charter flight is fully booked, we will advise you of alternate travel dates. The ticket will be issued only after the reservation is confirmed, and you must pay the full charter price when the ticket is issued. All checks, money orders, and credit card drafts must be made payable to your travel agent, who in turn must remit payment to Cuba Travel Services, Inc..

**CHARTER PRICE:** The charter price of \$ \_\_\_\_\_ represents your cost for a charter flight that departs from \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ and returns from \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_. **Excess baggage charges are NOT included in the charter price and will be collected separately at the airport. All payment at the airport should be in cash.**

**AIRCRAFT:** This flight will be performed by \_\_\_\_\_, operating a \_\_\_\_\_ aircraft with \_\_\_\_\_ passenger seats. This air carrier reserves the right to substitute equivalent aircraft, if necessary.

**INSURANCE:** health and accident insurance is available. If you are interested in receiving more information about this coverage, please advise your travel agent.

**BAGGAGE:** The air carrier allows each passenger to check up to \_\_\_\_\_ lbs. of baggage. **Charges for excess baggage over \_\_\_\_\_ lbs. will be collected at the airport.** For **INTERNATIONAL** flights, the air carrier's liability for lost or damaged bags is limited to the actual value of the baggage, but not more than amounts set forth in the Montreal Convention. Specifically, the air carrier's liability is limited to 1,331 Special Drawing Rights regardless of the number of checked bags. If, however, **you declare a higher value for your baggage and pay an additional charge in advance**, the air carrier's liability will be higher. You must submit your claim for lost or damaged baggage to the air carrier or to us within 3 days of the charter flight. Your claim must include a copy of the Baggage Check.

**SECURITY AGREEMENT:** Your payment is protected by two security agreements that we have obtained from (i) Wells Fargo, 111 W Ocean Blvd., #530, Long Beach, CA 90802 and (ii) First Niagara Bank, 200 West Lancaster Avenue, Frazer, PA 19355. Unless you file a claim with us, or, if we are not available, with the Securers within 60 days after the completion of the charter, the Securers will be released from all liability to you under the security agreements.

**CANCELLATION AND REFUND:** If you cancel your reservation, or if you fail to travel on the charter flight, your right to receive a refund is limited, as set forth below. You must send all requests for refunds to us in writing by facsimile or by overnight mail.

<b><u>If your notice is received:</u></b>	8 or more days before departure:	7 to 4 days before departure:	Within 3 days before departure:	At any time, if we resell your seat:
<b><u>You will receive:</u></b>	A full refund less a \$75 admin fee	\$ 50% of the amount paid	\$ No Refund	A full refund less a \$75 admin fee

All request for refunds must be mailed or faxed to Cuba Travel Services, Inc. Refunds will be made within 14 days of receipt of your notice of cancellation.

**We have no right to cancel the charter less than 10 days before departure except for circumstances that make it physically impossible to perform the charter trip.** If that occurs, we will notify you as soon as possible but no later than the scheduled departure date. If the charter is cancelled, we will make a full refund to you within 14 days after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies under applicable law. However, we offer refunds under this contract with the express understanding that a passenger's receipt of a refund waives any additional remedies.

**INTERNATIONAL FLIGHTS:** The operation of the charter flight is subject to the Cuban government granting landing rights. If the air carrier cannot obtain landing rights, the flight will be cancelled, and a full refund will be made to you automatically.

I have read and agree to the terms and conditions of the Public Charter Operator-Participant Contract. I have signed up for the flight specified above and on the Reservation Form.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_ Passenger's Telephone Number: \_\_\_\_\_

**PLEASE FILL OUT ONE FORM PER PASSENGER. YOU MUST DELIVER THE ORIGINAL BEFORE DEPARTURE**



### TRAVEL AFFIDAVIT- Educational

I understand that travel transactions related to Cuba must be directly incident to one of the self -authorizing general license purposeful travel categories or travel authorized under the auspice of a specific license granted on a case-by-case basis. Under current US travel restrictions with respect to Cuba, travel-related transactions are prohibited except for the following categories & that by signing my name at the bottom of this Affidavit, I declare that I fall under the category I have checked below.

#### **EDUCATIONAL ACTIVITIES – CFR 515.565**

##### ***General license for educational activities***

- ☐ 515.565(a). I am a faculty member, staff person, or student of an academic institution (the “University”), and my travel is incident to (1) participation in a structured educational program in Cuba as part of a course offered for credit by the undergraduate or graduate degree granting academic institution that is sponsoring the program, (2) non-commercial academic research in Cuba specifically related to Cuba and for the purpose of obtaining a graduate degree, (3) participation in a formal course of study at a Cuban academic institution, which will be accepted for credit toward a graduate or undergraduate degree, (4) teaching at a Cuban academic institution by a person, who is regularly employed in a teaching capacity at the University, (5) organization of, and preparation for, educational activities authorized in the Regulations, (6) educational exchanges sponsored by Cuban or U.S. secondary schools involving secondary school students participation in formal course of study or in a structured educational program offered by a secondary school or other academic institution and led by a teacher or other secondary school official, (7) Sponsorship or co-sponsorship of noncommercial academic seminars, conferences, and workshops related to Cuba or global issues involving Cuba and attendance at such events by faculty, staff and students of a participating U.S. academic institution.

##### ***General license for people-to-people travel.***

- ☐ 515.565(b). I am traveling to Cuba directly incident to educational exchange not involving academic study pursuant to a degree program and my travel (1) takes place under the auspices of an organization that is a person subject to the U.S. jurisdiction and that sponsors such exchanges to Cuba to promote people-to-people contact; (2) the travel is for the purpose of engaging while in Cuba in a full time schedule of activities intended to enhance contact with the Cuban people, support for civil society, or promote the Cuba people’s independence from the Cuban authorities; (3) Each traveler will have a full time schedule of educational activities that will result in meaningful interaction between the traveler and individuals in Cuba (4) an employee, paid consultant or agent of the sponsoring organization is accompanying the group travel to ensure that each traveler has a full time schedule of educational exchange activities, and (5) the predominant portion of the activities to be engaged in will not be with individuals or entities acting for or on behalf a prohibited member of the Cuban communist Party, as defined by 31 CFR 515.338

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

Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

I certify that the above information is true and correct.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## VISA APPLICATION FORM

Surname/Last Name / Family Name: \_\_\_\_\_

Given Name / First Name / Forenames: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
(Day / Month / Year)

Country of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Home Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home City: \_\_\_\_\_

Home Zip Code: \_\_\_\_\_

Home Country: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Address in Cuba (or Hotel Name and province): \_\_\_\_\_

Province or City Staying in Cuba: \_\_\_\_\_