

Guest Information Form

Each guest must complete this form within 2 weeks of booking your trip to complete your registration and begin making the necessary arrangements for your tour.

Please enter the following details exactly as they appear in your passport. Your passport must be valid for six (6) months after you return to the US.

Guest Information			
Last Name:	First Name:	Middle Name:	Tour Name:
Tour Dates:	Date of Birth:	Gender:	Passport Number:
Nationality:	Place of birth:	Date of Issue (mm/dd/yy):	Expiration Date (mm/dd/yy):

Flight Details	
Only for guests booking their own flights	
Arrival Information: Arrival Date: _____ Arrival Time: _____ Arrival Airline: _____ Arrival Flight Number: _____ Arrival Airport: _____ Arrival Layover Details: _____ Arrival Additional Notes: _____	Departure Information: Departure Date: _____ Departure Time: _____ Departure Airline: _____ Departure Flight Number: _____ Departure Airport: _____ Departure Layover Details: _____ Departure Additional Notes: _____

Contact Information
Please enter your permanent address and most up-to-date contact information (Street Address, City, State/Province, Zip/Postal Code, Country, Home and Mobile Phone; Email Address): _____ _____

Emergency Contact Information (Name of a person not traveling with you)

Emergency Contact Information including (First and last name; relationship; day phone; evening phone; email address):

Guest Details

1. If you selected double or triple occupancy, please indicate who you will be rooming with:

2. Select number of beds required:
3. Please list any dietary restrictions and or physical limitations/medical conditions that we should know about (Important: please include use of CPAP machine, wheelchair, walker etc.):

4. Please list any prescription medication you take on a regular basis:

5. Profession/Occupation (If retired, previous occupation): _____

THIS AGREEMENT AND RELEASE is entered into between Insight Travel, Inc., dba insightCuba, hereinafter referred to as IC and _____, hereinafter referred to as PARTICIPANT. This Agreement and Release is entered into in connection with a TOUR or CRUISE, hereinafter referred to as TOUR, organized and conducted by IC, consisting of a full-time schedule of authorized activities included in the TOUR itinerary (Cuba travel only). The PARTICIPANT enters into this Agreement and Release in consideration of participation in the TOUR. To indicate agreement, initial the bottom of each page and sign your name on the final page of this document.

Note: The PARTICIPANT and, if the PARTICIPANT has not yet reached the age of 18 years, his or her parents or guardian, should not sign this Agreement and Release until the PARTICIPANT and, if applicable, his or her parents or guardian, have read it carefully and understand its contents. This document is a legally binding release, which, in certain situations, will reduce or eliminate the legal rights and legal recourse of the PARTICIPANT and his or her parents or guardian.

If a PARTICIPANT is younger than 18 years of age, this Agreement and Release must be signed by the parents or legal guardian of the PARTICIPANT, and, in such case, all references below to the PARTICIPANT include his or her parents or guardian.

1. IC COMMITMENT TO PARTICIPANT

IC will provide land based and cruise services consisting of scheduled activities, hereinafter referred to as the TOUR, as well as the provisioning of accommodations, ground transportation, liaison with local operators, and coordination of activities while on TOUR. IC is not responsible for any cancellations or changes to airfare booked as a part of, or in addition to, the TOUR.

2. ADHERENCE TO U.S. LAW & GOVERNMENT REGULATIONS REGARDING TRAVEL TO CUBA

PARTICIPANT understands that authorization to travel to Cuba under a general license is issued by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC). Travelers utilizing this travel authorization must maintain and participate in the full-time schedule of authorized activities included in the TOUR itinerary.

3. REGISTRATION & PAYMENTS

The PARTICIPANT has agreed to pay the applicable TOUR fee in consideration of IC providing the opportunity for the PARTICIPANT to participate in IC's TOUR, as set forth in the TOUR. A \$600 non-refundable deposit is due at the time of registration for TOURS. For CRUISES, a deposit of 25% of the CRUISE fee plus applicable Port Fees is due at the time of registration, with \$650 of the deposit, non-refundable.

The remainder of the TOUR fee is due 90 calendar days prior to the date that the PARTICIPANT is scheduled to begin the TOUR. If payment in full for the TOUR Fee is not received on or before the due date, the PARTICIPANT's TOUR may be cancelled.

4. CANCELLATION & REFUND

If cancellation is due to governmental action beyond IC's control, the amount refunded will be reduced to the extent IC has incurred expenses in organizing the TOUR. Other than such a refund, IC will not be responsible to a PARTICIPANT for any other refund, costs, interest, liability or damages of any kind.

If PARTICIPANT cancels for any reason, he or she must notify IC in writing. The cancellation will be effective upon IC's receipt of the written notification by email. IC incurs substantial administrative and planning costs prior to the departure of PARTICIPANT. Therefore, regrettably, if PARTICIPANT cancels his or her participation in the TOUR, funds paid by PARTICIPANT to IC can be refunded only as set forth below.

If the cancellation is effective:

- 61 days or more prior to the scheduled start date, the Fee, not including the non-refundable deposit, additional air cost, and any applicable airline cancellation penalties, will be refunded;
- 60 to 31 days prior to the scheduled start date, 50% of the Fee will be retained, and the balance, not including the non-refundable deposit, additional air cost, and any applicable airline cancellation penalties, will be refunded;
- 30 or fewer days prior to the scheduled start date, none of the Fee will be refunded.
- No refunds will be made for unused portions of the TOUR for any reason.

HOLDING FUNDS FOR FUTURE USE:

If PARTICIPANT cancels 31 days or more before TOUR start date, PARTICIPANT may apply the funds paid, not including the deposit or add-on air costs, to another TOUR to be scheduled to depart within 365 days of the original scheduled start date, subject to space availability. This amount cannot be applied to another TOUR if cancellation is received 30 days or less before TOUR start date.

The PARTICIPANT is solely responsible for any airfare or other travel fees, charges, expenses or penalties that might result from any cancellation of or change in the PARTICIPANT's TOUR, whether the PARTICIPANT cancels the TOUR or it is cancelled or altered by IC.

It is very important that a PARTICIPANT understands the entire cancellation policy. If it is not clear, the PARTICIPANT should ask for clarification. IC cannot make exceptions to this cancellation policy for any reason, including medical emergencies. IC STRONGLY URGES THE PARTICIPANT TO PURCHASE ADDITIONAL TRIP CANCELLATION AND TRAVEL MEDICAL INSURANCE, WHICH IS AVAILABLE THROUGH INSIGHTCUBA FOR AN ADDITIONAL FEE

5. CHANGES TO REGISTRATION

Changes to type of TOUR or start date by participant are considered a cancellation and are subject to the Cancellation and Refund policy found herein. PARTICIPANT changes may be subject to additional airline, TOUR, CRUISE, or hotel fees should the original rates no longer be available for the revised travel dates. Revisions to air tickets are subject to the airline fare rules, change fees, and cancellation policies. Any name change, including spelling changes, may result in a cancellation penalty or fee that is the full responsibility of the PARTICIPANT. Air prices may vary depending on the day of travel, gateway city, routing, and airline class of service booked, which is determined by seat availability. In the case where the start date or tour length has changed, the PARTICIPANT will be responsible for payment of a new deposit and add-on air costs.

6. PASSPORTS & VISAS

The PARTICIPANT is required to have a passport valid for six months after the return from their TOUR and it is PARTICIPANTS responsibility to obtain the required visas if applicable. IC or commercial carrier provides the Cuban visa on all TOURS to Cuba. PARTICIPANTS holding a passport from a foreign country, green card, U.S. visa, or special-use passport are solely responsible for understanding the limitations imposed on their passport, green card, U.S. visa, or special-use passport regarding re-entry back into the United States. IC cannot be held liable for a PARTICIPANT who is refused service by any air carrier or entry into any country because of a restricted visa or passport or denial of a visa by any country's consular services. In the event the PARTICIPANT is refused entry to the country of travel because of visa or passport issues or denial of a visa, applicable cancellation penalties apply.

PARTICIPANT is responsible for having on his or her person proper documentation to enter any country of travel and to re-enter the United States.

7. CUBAN-BORN PARTICIPANTS TRAVELING TO CUBA

PARTICIPANT acknowledges that the Cuban Government imposes different requirements for Cuban-born persons traveling to Cuba than others, and that such a person obtaining a Cuban visa, if needed, can take a minimum of 8 to 12 weeks. IC suggests that all Cuban-born persons wishing to participate in a TOUR to Cuba contact IC for more information. IC is not responsible for any information it provides to PARTICIPANTS regarding the Cuban visa or for any delay or denial in the issuance of a Cuban visa, if required.

8. CHANGES TO TOURS

We endeavor to operate the TOUR as outlined herein. However, circumstances beyond our control may require an adjustment to the TOUR, CRUISE, or its inclusions. We strive to avoid such changes but must reserve the right to make such modifications. If a PARTICIPANT cancels his or her participation in the TOUR because of a TOUR change, normal cancellation penalties will apply. We reserve the right to substitute hotels if necessary.

9. TRAVELERS REQUIRING SPECIAL ASSISTANCE

PARTICIPANT must report any disability requiring special attention at the time a reservation is requested. IC will make reasonable attempts to accommodate the special needs of such PARTICIPANT, but does not guarantee this, and is not responsible for any denial of services by airline carriers, hotels, transportation agencies, and other independent suppliers. IC regrets that it cannot provide individual assistance to a PARTICIPANT for walking, dining, getting on and off motor coaches, ships and other transportation vehicles, or assist with other personal needs. PARTICIPANTS who need such assistance must be accompanied by a qualified companion who is also a PARTICIPANT on the TOUR.

10. RESPONSIBILITY

IC organizes and operates these TOURS independent of the hotels, airlines, restaurants and other entities whose services we or you use on the TOUR. The TOUR services provided in connection with these TOURS and as described in our materials and website, including without limitation transportation, lodging, and meals, are provided by the carrier, hoteliers, and other suppliers that are not agents for, employees, partners, or joint ventures of IC. The tickets, vouchers, and other travel documents for the services of these contractors are subject to all terms and conditions of the respective suppliers (some of them may limit or exclude the supplier's liability). Under no circumstances is IC to be construed as a carrier under contract for safe carriage of the passenger or his or her baggage and belongings.

11. ACKNOWLEDGMENT & RELEASE

Under IC's TOUR, PARTICIPANT will partake in IC's schedule of activities while on the TOUR. Traveling conditions in some countries may be more difficult than what PARTICIPANT is accustomed to. PARTICIPANTS who choose to travel with IC assume responsibility for their personal safety, whether guided or during free time. The PARTICIPANT has informed himself or herself of the conditions and locations where they will be during his or her TOUR, has consulted with appropriate medical personnel, and has determined that his or her health is adequate to participate safely in the TOUR.

PARTICIPANT recognizes that there are inherent risks that PARTICIPANT must assume when he or she participates in a TOUR. PARTICIPANT recognizes that IC does not assume any responsibility for injury, sickness, personal health, or death, or loss or damage to property while PARTICIPANT is participating in a TOUR. PARTICIPANT acknowledges that in the course of his or her participation in an TOUR, including travel to, from and during the TOUR, PARTICIPANT may encounter difficult conditions and may be subjected to hazards and risks, foreseen and unforeseen. These may be caused or alleged to be caused by a variety of difficulties of travel or residing in locations away from PARTICIPANT's residence, or by individuals affiliated with or not affiliated with IC.

By signing below, the PARTICIPANT agrees that he or she has read and understands that his or her participation in a TOUR involves hazards and risks, foreseen and unforeseen, and that the PARTICIPANT is prepared to accept those risks. The PARTICIPANT hereby releases IC (including all of its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, representatives and assigns) from any and all liabilities for claims of any type or description, including those with respect to any injury or losses, including personal injury, sickness, disease, death or damage to person or property, accident, delay, inconvenience, irregularity, costs or other loss, whether occasioned by reason of: any act or omission of IC (including any of its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, representatives and assigns); any act or omission by anyone who provides goods and services in connection with a PARTICIPANT's TOUR; or by strike, war, weather, quarantine, sickness, government restriction, regulation, or denial or revocation of license, including, without limitation, changes to the Cuban Asset Control travel regulations (if applicable), or any other cause beyond its reasonable control. This release does not apply to liabilities arising from gross negligence or wanton or reckless conduct by IC or its representatives. Apart from that exception, this release applies to any and all liability for claims of any type or description, whether arising from ordinary negligence or otherwise, of the PARTICIPANT or the estate of the PARTICIPANT. In the event that some other person or entity seeks compensation for claims from which the PARTICIPANT has released IC from liability by executing this Agreement and Release, the PARTICIPANT or his or her estate will indemnify and hold harmless IC for all sums reasonably incurred in response to such claims, including IC's reasonable attorney costs and fees.

By signing below, the PARTICIPANT agrees that this release shall be legally binding upon PARTICIPANT personally, PARTICIPANT's heirs, successors, assigns, and legal representatives, it being PARTICIPANT's intention fully to assume all the risks associated with this trip and to release IC from any and all liability to the maximum permitted by law.

12. COMPLIANCE WITH RULES & LOCAL LAWS, & LEAVING TOUR UPON REQUEST

The PARTICIPANT agrees to follow all applicable rules, policies and guidelines of IC, and any organization that is providing goods or services or is conducting activities included on the itinerary, and to abide by the local laws and regulations of each country of travel and of the United States of America and the State of New York, and to behave in an appropriate manner.

If a PARTICIPANT does not comply at all times with all laws and regulations and all rules, policies, and guidelines, referred to above, or does not act appropriately, or if IC becomes concerned that, as a result of PARTICIPANT'S physical health or mental condition, it may not be in the best interest of PARTICIPANT to continue to participate in the TOUR, IC, in its sole discretion, has the right to terminate PARTICIPANT'S authority to travel or remain on the TOUR and to request that PARTICIPANT leave the TOUR immediately. IC respects your privacy and strives to keep your personal information confidential. Please visit our website for our Privacy Policy. However, it is understood that IC's personnel have PARTICIPANT's permission to discuss PARTICIPANT'S situation, including PARTICIPANT's health, physical or mental condition, with any person, including any family member, medical person, or other person, and to release any information concerning PARTICIPANT to such person, whom IC, in its sole discretion, believes would be necessary or appropriate to deal with any concerns that IC personnel may have and/or to determine whether PARTICIPANT should remain on the TOUR. If IC revokes PARTICIPANT's authority to remain on the TOUR and requests that PARTICIPANT leave the TOUR, IC will make reasonable attempts to transport PARTICIPANT to the appropriate airport or other means for departure. There will be no refund of the TOUR fee and the PARTICIPANT will be responsible for all costs incurred.

13. EMERGENCY MEDICAL TREATMENT

Should any medical emergency arise which precludes PARTICIPANT’s ability to consent to emergency treatment when such authorization is required, IC will endeavor to communicate with the person previously designated by PARTICIPANT to request permission for any necessary treatment. If IC personnel believe, in their sole discretion, that time or circumstances do not permit such communication, PARTICIPANT authorizes IC to consent on his or her behalf to any medical treatment, including all types of medical examinations, diagnoses, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under, the general or special supervision of any physician and surgeon. PARTICIPANT agrees not to hold IC responsible for actions relating to any such medical or emergency treatment.

14. GOVERNING LAWS & ARBITRATION

This Agreement and Release shall be governed by and construed in accordance with the substantive law of the State of New York, USA, applicable to agreements made and to be performed wholly therein, without regard to its provisions or rules concerning choice of laws or conflicts of laws. Any controversy or claim between the parties to this Agreement shall be resolved in arbitration with one (1) arbitrator in accordance with the Arbitration Rules of the American Arbitration Association, and the place of arbitration shall be Westchester County, New York (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). If the Parties cannot agree on an arbitrator, an arbitrator in New York with relevant experience shall be selected pursuant to the AAA’s commercial arbitration rules then in effect. The arbitrator shall apply the substantive law of the State of New York, USA, as set forth above, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15. SEVERABILITY

If any clause, phrase, provision or portion of this Agreement shall be held invalid or unenforceable under applicable law, such holding shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

16. FORCE MAJEURE

Neither party shall be responsible nor liable for any losses arising out of any delay in, cancellation or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, governmental laws, regulations or action, including but not limited to, the denial or revocation of license by the U.S. government, fire, severe weather conditions or other causes beyond the reasonable control of the party so affected at the time such causes arise.

17. ENTIRE AGREEMENT

This Agreement, together with the Terms and Conditions and other documents we have signed during the registration process make up the entire agreement between IC and the PARTICIPANT.

Signature _____ Print Name _____ Date: _____

Address _____ State _____ Zip Code _____