



CONTRACT & WAIVER

§1 TERMS & CONDITIONS

- 1) The following agreement is made by and between Fly Fishing Romania (hereinafter referred as “outfitter”) and the client. The Client shall be the person using the travel services offered by the outfitter.
- 2) This agreement shall be effective on the date the outfitter receives either the client's deposit or full payment for its travel services, in addition to a signed copy of this agreement. Otherwise this contract will be null and void and in no way binding on the outfitter unless accepted by them in their sole discretion.
- 3) Should the agreement be effective, the booking shall be automatically confirmed by the outfitter or not.
- 4) If the client books a tour for more than one person, the outfitter will treat this as a “GROUP BOOKING”.
- 5) By signing this agreement, both parties involved (outfitter and client), in consideration of the mutual promises contained herein, agree as follows:

§2 THE OUTFITTER AGREES:

- 1) To be insured, bonded, and licensed as required by the local authorities.
- 2) To provide the client with all services on the agreed dates (booked tours), such as transport, food, guidance, and accommodation, as indicated in the detailed description of every booked tour.
- 3) To provide the client, immediately after receiving the signed contract and waiver, a travel confirmation letter according to German travel law.
- 4) To provide the client with any important and helpful additional information at least 72 hours before the start of every tour booked, if it isn't already included in the contract or in the tour description, such as a list of recommended clothing and personal gear needed for the trip; directions to the meeting point and to the fishing destination; fishing and environmental rules and regulations related to the destination; necessary application forms; phone numbers of the outfitter, of the fishing and or tour guide and of the contact person from the cabin.
- 5) To inform (on regular basis per e-mail) the client regarding the costs for the fishing licenses for every tour booked at least 72 hours before the start of every tour booked according to location and regime of the fishing waters.



- 6) To inform the traveller on any changes of the travel services to be supplied under this agreement or the total participation fee in written detailed form or in the shortest possible way available in the given circumstances. The modification of the given price of the booked tour can be made by the outfitter at the latest 20 days before the beginning of that tour. Should it be the case that the price increases with more than 5%, or that there is a material modification within the travel services, the client has the right to terminate the contract and request full refund of the already made payments, or the right to demand their participation on another at least equivalent Tour on another date or place agreed upon with the outfitter.
- 7) To provide by request if possible and under certain circumstances personal fishing gear. The outfitter does **not** provide sleeping bags, tents or any other outdoor equipment for the tours where camping outdoor is needed.
- 8) To follow standard health and safety precautions and procedures in setting up and operating the tours (the outfitter will discuss with the client a safety plan, inform the client about main risk factors involved in the tour booked).
- 9) To take care in advance of all the necessary fishing documents (licence and permit) if the client provides the outfitter with the necessary documents listed on <http://www.flyfishingromania.com/fishing-licence/> at least two weeks prior to the starting date of the booked tour.
- 10) To provide guiding on a ratio of at least one guide/4 clients daily for the entire fishing time and also permanent guiding all the outdoor tours and cultural tours as stated in the detailed description of every tour on www.flyfishingromania.com

§3 THE CLIENT AGREES:

- 1) To send a scanned, hand-signed copy of this agreement via e-mail to info@flyfishingromania.com within 72 hours of receiving the availability confirmation from the outfitter for the requested tour. By signing this agreement the client understands to pay the booking fees as stated in §4, 1) as well.
- 2) To ensure through signing this agreement that the name and personal details as given in this agreement are correct. Further changes can be made through e-mail by providing the outfitter with necessary documents and/or details as requested by the outfitter.
- 3) To be at least 18 years of age at the time of signing this agreement.
- 4) Not to transfer or resell the booking (in whole or in part) without the prior express written consent of the outfitter, otherwise this shall lead to immediate termination of the contract and subsequent booking and to retaining of any payment made. Should a third party enter the contract, it shall support the tour costs and the hereby caused extra costs together with the client.



- 5) To arrange for his/her own travel to and from the meeting locations as established with the outfitter and/or guide; On regular basis, every tour includes as a meeting point, the nearest international airport situated closest to each fly fishing destination as stated in every tour-detailed description.
- 6) To provide the outfitter with the date and time of arrival and date and time of departure, including flight number in case of air travel to the meeting point.
- 7) To pay all fees when due and furnish all required information by the dates agreed upon by both parties.
- 8) To pay upon arrival the price for applicable fishing license(s). The amount will be communicated according §2, 7) on behalf of the outfitter at least 72 hours before the start of every tour.
- 9) To bring sufficient but not excessive amounts of gear upon the list provided.
- 10) To live and camp (for the camping tours) in a manner consistent with local national parks regulations, Romanian Ministry of Forests regulations, and other rules as provided by the outfitter.

§4 FEES AND CONDITIONS:

- 1) In consideration of the price established by the outfitter for every tour, the client agrees to pay the outfitter the fees in Euros in the form of cash or money transfer into the outfitters bank account as follows:
 - a) A deposit of 30% of the value of the services to be provided which shall be paid by the client to the outfitter by booking a tour 30 days before the starting date of the booked tour or earlier.
 - b) A full payment of the tour shall be received from the client if booking a tour 29 days or less before the starting date of the booked tour.
- 2) According to §1, 2) the deposit or the full payment, shall be accompanied by a signed copy of this agreement.
- 3) If the client makes a Group Booking as in §1, 4), the following additional terms also apply to the client:
 - a) The client shall provide the outfitter with all required information about any traveller in his/her booking in written by the agreed dates.
 - b) The client must ensure that all given information about any traveller in his/her booking is correct, by providing the outfitter with a scanned copy of the identity card of every traveller in his/her booking.



- c) The client is responsible for ensuring that every traveller in his/her booking complies with the terms of this agreement as if that customer had made the booking.
- d) The client shall pay all fees as in §4, 1) when due for the number of travellers in his/her booking.

§5 CHANGES, CANCELLATIONS, NO SHOWS AND REFUNDS:

- 1) Changes and cancellations can be made by both the outfitter and the client at the latest 90 days before the starting date of the booked tour or earlier without extra charges. By cancellation the outfitter understands the termination of this agreement.
- 2) Cancellations can be made at the latest 90 days before the starting date of the booked tour or earlier with a full refund.
- 3) In the event the outfitter cannot fulfil their obligations hereunder, due to circumstances beyond their control, including but not limited to adverse weather conditions, floods, fire, other acts of nature, governmental action, staff illness, dangerous epidemics or equipment failure etc., the client shall be entitled to reschedule equivalent tour services for another date, or to request a full refund.
- 4) In the event the client should desire to terminate the trip early, he/she shall inform the outfitter in this matter. The outfitter will endeavour to pack and transport the client to the nearest railroad station/bus stop/city and to provide necessary transport information in order that the client can get back to the meeting point/return-home point for the client. The client acknowledges and understands that the decision as to when the client will be guided out will be in the sole discretion of the outfitter, especially regarding the wilderness/camping tours. Except for emergencies or situations in which prior agreement have been made, all members of a party are expected to pack in/out together on the same day.
- 5) In the event the client materially defaults in the performance of any of his obligations herein, the client's right to participate shall be forthwith terminated at the sole option of the outfitter. Under such circumstances, the client shall not be entitled to the refund of any portion of the fee.
- 6) A deposit shall be held by the outfitter for and on behalf the client and applied against the total fee as follows:
 - a) Cancellations made 30 days prior to the date agreed upon for services to be rendered or earlier (until as stated in §5, 1)) lead to retaining 30% from the total fee of the services to be provided.
 - b) Cancellations made 29 days prior to the date agreed upon for services to be rendered or later, lead to retaining 60% from the total fee of the services to be provided.



- c) In case of cancellations made 3 days prior to the date agreed upon and in case of no shows, the outfitter shall retain 100% of the total fee of the services to be provided and shall be entitled to 100% of the fee of other services not included in the participation fee (i.e. fishing licence). By no show, the outfitter understands that the traveller does not begin the journey without prior notice.
- d) In case of early termination of the trip the outfitter shall be entitled to 100% of the total fee of the services to be provided and shall be entitled to 100% of the fee of other services not included in the participation fee (i.e. fishing licence).
- 7) The outfitter is entitled to cancel its services permanently and to claim damages for the client's failure to comply with this agreement, if the client defaults on the payment of the travel services agreed upon.
- 8) By Group Booking all regulations stated at §5 refer to each traveller in the client's booking individually.
- 9) Each client understands that notwithstanding any other provisions of this agreement the outfitter may at their sole discretion return any fees paid and decline to accept the client for any reason.

§6 CLIENT'S AGREEMENT, RELEASE & ACKNOWLEDGEMENT OF RISK

In consideration of the services of the outfitter (their collaborators and representatives), I, the client, hereby agree to release and discharge Fly Fishing Romania as follows:

- 1) I agree that the outfitter, their collaborators, other fly fishing guests do not and cannot undertake to supervise, control, and/or regulate all the variables of fly fishing or tour related activities.
- 2) I acknowledge that I have voluntarily chosen to book and go on this fly fishing tour.
- 3) I know and fully understand that fly fishing is an outdoor activity in a rural area and involves dangers and hazards both known and unknown, where accidents can occur and participants can sustain property damage, injury, or even death. These dangers include but are not limited to, travelling, driving, water hazards in boating, float tubing, wading in lakes and rivers and include drowning, hiking in rugged areas, driving on forest and mountain roads, injuries from fly fishing equipment (also of other fishermen), insects and wildlife, inclement weather, and the lack of immediate medical attention in the event of injury.
- 4) I give permission to the outfitter to treat me and any minors on whose behalf I am signing this release, in case of illness, injury or accident.
- 5) Should emergency medical services become necessary for me or any minor, the expenses are the sole responsibility of me or my health insurance agency and not that of the outfitter. I agree on my behalf and any minors on whose behalf I am signing this re-



lease, that I will not hold the outfitter liable regarding the provision of medical and/or emergency care or the adequacy of any such care.

- 6) By signing this agreement, I and any accompanied minor of whom I act as a parent or guardian, unconditionally release and do not hold harmless the outfitter and/or their representatives against and for all liability, costs, expenses, claims and damages for which the outfitter might otherwise become liable by reason of any accident, illness or injuries to, or death of, any persons, or damage to property of both, in any manner arising or resulting from, caused by, connected with or related to the participation in any activity or service offered by the outfitter, regardless of how, where or when such injury, illness, death or damage occurs even if caused by the negligence of the outfitter, its agents, servants, collaborators, guides, or employees, or due to conditions, participation or defects in the premises, equipment or activities.
- 7) I agree and acknowledge that my fly fishing related activities are the result of my voluntary acts and decisions.
- 8) To the best of my knowledge I declare that I have no physical restrictions which would prohibit my participation in any-and-all activities offered by the outfitter, including fly fishing, hiking, lodging, food or beverage consumption prepared by the outfitter or their representatives.
- 9) I agree to provide the outfitter with the personal and medical information required in the medical form below.
- 10) I am over the age of 18 years and I have read this Agreement, and acknowledge that I understand all its terms and that it shall be effective and binding upon myself and the outfitter and their respective collaborators. I execute it voluntarily with full knowledge of its significance.
- 11) I hereby give permission to the outfitter to use my name and photographic likeness in all forms of media for advertising, trade, and any other lawful purposes.

* Please complete the form by using legible CAPITAL LETTERS.

NAME: _____ SURNAME: _____

BIRTH-DATE: _____ (DD/MM/YYYY)

E-MAIL: _____ PHONE: _____

DATE: _____ (DD/MM/YYYY)

SIGNATURE: _____



* If signing for a minor, please sign again below:

I hereby give consent that my child/children or minor for whom I am legally responsible as here listed participate(-s) in a guided trip with the outfitter. I hereby execute the above Agreement, Waiver and release on his/her behalf. I hereby agree to hold the outfitter, and its owners, agents, officers and employees, and any other persons or entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of death or any injury or property damage that said minor may sustain while participated in said activity.

MINOR'S NAME: _____

RELATIONSHIP: _____

DATE: _____ (DD/MM/YYYY) **SIGNATURE OF PARENT /**
LEGAL GUARDIAN: _____

* For any other minor please use the same form on a separate sheet of paper.

* A parent or guardian must be accountable for any participating minor (those under 18 years of age) and must list them in the relevant field as a dependent whose care and safety is their responsibility.

PERSONAL/MEDICAL INFORMATION:

NAME: _____ **SURNAME:** _____

DATE OF BIRTH: _____ (DD/MM/YYYY) **OCCUPATION:** _____

ADDRESS: Street & House No.: _____

City, Postal Code & State: _____

Country of Residence: _____

MALE (m) /
FEMALE (f): _____ **HIGHT (cm):** _____ **WEIGHT (kg):** _____

ALLERGIES: NO/YES (which?): _____

DIABETES: NO/YES: _____ **HEART DISEASE /**
HEART CONDITION: NO/YES: _____ **EPILEPSY:**
NO/YES: _____

ASTHMA: NO/YES: _____ **HIGH BLOOD**
PRESSURE: NO/YES: _____ **DISLOCATIONS:** NO/YES: _____

DIFFERENT DEGREES
OF IMMOBILITY: NO/YES: _____



ARE YOU UNDER A PHYSICIAN
CARE NOW?: NO/YES: _____

ARE YOU TAKING
ANY MEDICATION? NO/YES: (TYPE & DOSE): _____

ARE YOU ALLERGIC TO INSECT
BITES AND STINGS? NO YES: _____

IF SO, DO YOU CARE BEE STING MEDICATION? NO/YES: _____

DO YOU HAVE ANY OTHER CONDITIONS WHICH MIGHT AFFECT YOUR
HEALTH OR THE WELL-BEING OF OTHERS? NO/YES: _____

ARE THERE ANY LIMITATIONS ON YOUR ACTIVITIES? NO/YES: _____

EVALUATE YOUR SWIMMING ABILITY
(NON-EXISTENT / POOR / MEDIUM / HIGH): _____

DESCRIBE YOUR HEALTH: _____

EMERGENCY CONTACT
(NAME, SURNAME, RELATION): _____

TELEPHONE, HOME OF YOUR EMERGENCY CONTACT: _____

CELLPHONE OF YOUR EMERGENCY CONTACT
(IF AVAILABLE): _____

SIGNATURE: _____

* Should it be the case, please check one box:

☐ I'm vegetarian ☐ I'm vegan

* Document updated on 02/12/2015, Ingolstadt, Germany