Payment, Cancellation, and Liability Policy

1-Day Adventures:

Payment for 1-day adventures:

Payment 1: Initial payment of 70% as a deposit to reserve your adventure.

Payment 2: Final payment of 30% due 3 days before the adventure start date.

<u>Cancellation for 1-day adventures:</u>

Cancellations must be made via email with more than 7 days' notice to receive a full refund during business hours. A 25% administrative fee will be deducted from the total adventure cost. Cancellations made within 6 days or less will not be refunded. However, if we can resell your spot, we can retain your payment and reschedule for another date.

2 or More Days Adventures:

Payment for 2 or more days adventures:

Payment 1: Initial payment of 25% as a deposit to reserve your spot.

Payment 2: 50% payment due 90 days before the adventure start date.

Payment 3: Final payment of 25% due 2 months before the adventure start date.

Cancellations for 2 or more days adventures:

The initial 25% deposit (Payment 1) is non-refundable. However, if we can resell your spot, you can use this payment for another expedition.

Cancellations requested 90 days or more before the adventure start date will receive a refund for Payment 2. Cancellations requested 89 days or less before the adventure will not receive a refund for any payments.

Cancellation by Baja Adventures:

Baja Adventures may cancel an adventure for the following reasons:

- 1) Weather: If weather conditions are not suitable to safely conduct the adventure, it may be canceled. You will have the option to reschedule for another day or swap for a similarly priced adventure offered by Baja Adventures, or if it's of higher cost, pay the difference.
- 2) Minimum Participants: For group adventures, we require a minimum of 4 people. If we do not reach the minimum number of participants, you will be notified in advance. You can then reschedule your adventure for another date or receive a full refund without administrative charges.
- 3) Mental State: If you appear to be intoxicated or under the influence of alcohol or drugs, you will not be allowed to participate in the adventure and will forfeit your payment.
- 4) No Show: Not showing up or arriving 30 minutes after the adventure start time will be considered a last-minute cancellation, and payment will not be refunded.

Cancellation due to External Factors to Baja Adventures:

We are not responsible for cancellations due to events beyond our control, such as financial and policy issues, technological, socio-cultural, environmental, and personal matters of the adventure participant.

Disclaimer of Liability by Baja Adventures:

- 1) Mental and Physical Injuries: Baja Adventures is not responsible for mental or physical injuries suffered by customers as a result of circumstances beyond our control, such as natural disasters, encounters with wildlife, social or political events, epidemics, and others.
- 2) Delays: Baja Adventures is not responsible for any accidents or delays in the cancellation of any transportation, such as buses, trains, planes, cars, and boats.
- 3) Medical Service: Our team has certifications as first responders in remote areas and the ability to work in conjunction with an external medical rescue team. We commit to being present in whatever is necessary. However, we assume no responsibility for the payment of rescue services, medical treatment, ambulance transfers, or any assistance. The cost will be borne by the participant.

- 4) Acclimatization: Baja Adventures is not responsible for customers who cannot complete the tour due to poor acclimatization.
- 5) Equipment: The participant is responsible for the equipment provided by Baja Adventures during the adventures. You will be charged for any damage or loss of equipment caused by negligence or failure to follow provided rules.
- 6) Losses and Damages to Personal Equipment: Baja Adventures is not responsible for the loss of your personal items or any damage to your belongings.