## **Terms of Service**

## 1. Terms

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### 5. Revisions and Errata

The materials appearing on Iguana Tours Aruba's web site could include technical, typographical, or photographic errors. Iguana Tours Aruba does not warrant that any of the materials on its web site are accurate, complete, or current. Iguana Tours Aruba may make changes to the materials contained on its web site at any time without notice. Iguana Tours Aruba does not, however, make any commitment to update the materials.

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Iguana Tours Aruba has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Iguana Tours Aruba of the site. Use of any such linked web site is at the user's own risk.

#### 7. Terms of Use Modifications

Iguana Tours Aruba may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

### 8. Terms on services offered

Any contract for travel and/or leisure services (the "services") between the Customer and Iguana Tours Aruba (hereinafter referred to as the "Service Provider") is subject to the following terms and conditions.

## Release/Limitation of Liability:

By participating, the Customer assumes the risk of personal injury, loss or damage to him/herself and his/her personal possessions. The Customer hereby releases and discharges the Service Provider from, all liability for any direct, indirect, punitive, incidental, special or consequential damages, arising from or related to the provision of services, including economic loss and physical or mental injury, or any act, omission or negligence, even if caused in whole or in part by the negligent conduct of the Service Provider or its employees or agents. In so far as the Service Provider is unable by law or by statute to exclude its liability, the Customer agrees that the liability of the Service Provider is limited to the value of the services purchased.

Indemnification of the Tour operator: The Customer acknowledges having read and understood the Service Providers's Terms & Conditions on Optional Tours, Transfers, Excursions and Activities, and as such, agrees to forever discharge and indemnify the tour operator with whom the customer traveled from his country of embarkation, its corporate parents, subsidiaries, affiliates, directors, employees, officers and agents from any and all claims of any nature related to or arising out of such services. The Service Provider does not have the authority to modify or waive any provision of these Tour Operator Terms & Conditions.

**Severability clause:** If any portion of this agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect and, where possible, the portion found unenforceable will be construed in a manner consistent with the remaining portions.

The Customer acknowledges having read and understood all the above terms and conditions and agrees to be bound by same. The Customer acknowledges that when purchasing any service on this website he or she will waive certain legal rights, including the right to sue.

## 9. Governing Law

Any claim relating to Iguana Tours Aruba's web site and / or any service purchased shall be governed by the laws of the country of Aruba without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.

## 10. Cancellation policy

- o Cancellations made at least 48 hours prior to tour start time are fully refundable
- Cancellations made less than 48 hours before the start of the tour will be refunded 50%
- Cancellations made less than 24 hours before the start of the tour are non-refundable
- If you arrive on a cruise ship and cancel its stop in Aruba, you will receive a full refund, even if the cancellation is made less than 24 hours before the start of the tour
- It is important to be present at the time of the start of the hike. The start time is strictly observed; there can be no waiting for participants. There will be no refund if you miss the hike because you were late.

# 11. Safety

- This tour is only suitable for people who have good basic condition and have no physical complaints or illness
- Not suitable for people with heart problems and/or knee injuries
- During the hike, you are responsible for estimating which activities you can and cannot do
- o Iguana Tours Aruba is not responsible for any damage or injury