



## OAHU INSIGHTS

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### Terms and Conditions

#### 1. Payments

- a. Final payment in full secures a confirmed scheduled reservation for the Tour on a first-come, first-served basis. Payments are held in a client trust account at Bank of Hawaii until the conclusion of the tour(s)
- b. Payments must be received in full prior to the beginning of the Tour
- c. The ability to complete the entire Tour itinerary is dependent on road and site conditions at the time of the tour as well as Tour participant interest at each site. A time extension request made during the Tour to visit additional sites or extended stays is possible at the rate of \$135/hour for guide and transportation, or a rate of \$75/hour for guide only, provided all parties involved with the Tour are available and mutually agree to the extension. Fees for Tour pickup and drop off outside the Honolulu/Waikiki area will be quoted on request, and is fixed price once quoted

#### 2. Cancellation Policy

- a. Reservations can be cancelled in writing or online at [oahuinsights.com](http://oahuinsights.com), up to 24 hours prior to the scheduled tour for a full refund. There is no refund if canceled within 24 hours before the start of the tour. We will attempt to process the refund within one business day (M-F)
- b. If Oahu Insights needs to cancel the Tour, the Participants will be entitled to a full refund up until actual commencement. If Oahu Insights must cancel the Tour after it has commenced, Participants will receive a pro-rated refund based on the incomplete portion of time remaining on the tour
- c. Refunds are issued to the original payer and credit card. A check will be issued to the original payer if the tour was paid by cash or check
- d. Tours leave in all conditions, unless expected conditions represent a danger to the health or safety of the participants, or expected conditions preclude being able to complete the Tour within the expected timeframe
- e. Oahu Insights reserves the right to cancel the remaining portion of the Tour if the conduct of any participant(s) on the Tour is illegal or endangers their own safety or the safety of the other participants. Participants will receive a pro-rated refund based on the incomplete portion of time remaining on the tour

#### 3. Responsibilities of Oahu Insights:

- a. Scott Najima guides all tours defined in the Tour Itinerary as outlined (Guide Services) and a third party transportation company PUC authorized in the State of Hawaii provides a driver and touring vehicle for the duration of the tour (Transportation Services)
- b. If either Guide Services or Transportation Services are unable to perform their Services, Oahu Insights will provide a full refund.



- c. A \$20 donation will be made to Hawaiian Islands Land Trust <https://www.hilt.org>, a registered 501(c)(3) organization, upon completion of the Tour
4. Responsibilities of all Tour Participants:
  - a. There must be at least one supervising adult over the age of 21 at all times
  - b. Adhere to all posted warnings, safety signs, fences, gates, and stay on marked paths
  - c. Participants are expected to be in good health, sufficient to enter and depart vans, walk on uneven ground, and stand for long periods of time. Please notify us in advance if you have any disabilities or special needs we need to plan for
  - d. Wear your seatbelt while in the car or van at all times. Notify the guide or driver immediately if there is a problem
  - e. It is illegal to use your mobile phone (talking, texting) while crossing the street in Hawaii
  - f. Smoking, the drinking of alcohol, or open containers containing alcoholic liquids are not permitted in the car or van or in public parks
  - g. Car theft and pickpocketing is common, particularly at popular tourist sites. Protect your valuables and keep them with you at all times: Oahu Insights does not take responsibility for lost or stolen goods
  - h. Wear protection against the tropical sun. If there are hiking trails on the Tour, you must wear sturdy footwear (hiking sandals or shoes): Tours using hiking trails will not depart if you are wearing inadequate slippers or flip-flops. If you are going on a rain forest hike, notify Oahu Insights if you have any open cuts or skin abrasions, particularly on your legs and feet so we can avoid paths through fresh water streams and ponds: Many carry the risk of leptospirosis
  - i. If an accident or emergency should occur during the Tour, Oahu Insights will do their best to assist, but participants are joining the Tour at their own risk
5. Tour Itinerary Substitutions
  6. Oahu Insights reserves the right for longer site stays or substitutions on the final Tour Itinerary based on weather, closures, crowds, road conditions, traffic, safety, or special events that make a longer site visit or visiting an alternate site more safe, timely, valuable or enjoyable for the participants
7. Photography and Videos
  - a. Oahu Insights may take photos or videos during the Tour and may send some of them to you for your own private use and enjoyment. However, Oahu Insights reserves the exclusive commercial rights to their photos and videos for all business purposes. You may request in writing that Oahu Insights keep any photos of you private



### **Waiver of Liability & Indemnity**

1. There must be at least one supervising adult over the age of 21 at all times (“Guardian”)
2. Each Tour Participant over the age of 18 will be required to sign a copy of the Terms and Conditions, acknowledging that participating in Guide Services involves certain risks. Each Tour Participant voluntarily assumes all risks including, but not limited to, injuries, death, property damage or other harm or loss. A Guardian is assuming risks for their dependents
3. Each Tour Participant, his or her heirs, executors, administrators, successors and assignees, agree to forever release, waive, discharge Scott Najima and his contractors from all liability, actions, causes of action, claims and demands for or by reason of any and all loss, suffering or damage Participant may have, and any claims or demands Participant may have on account of injury to Participants’ person or property, including death (Claims), arising out of or related to participation in Guide Services
4. Each Tour Participant agree to indemnify, defend, hold harmless and reimburse Scott Najima and his contractors from any Claims, including attorney’s fees, that Scott Najima or any of his contractors may incur arising directly or indirectly from Participants’ participation in Guide Services

### **Third Party Transportation Services**

By signing the tour agreement with Oahu Insights, if Transportation Services are included in your tour itinerary you are also entering into a separate agreement included herein with the third-party Transportation Services to provide their Transportation Services for the duration of the Tour