

# Certification of Travel to Cuba

## Under a General License

Effective January 16, 2015

I understand that I must keep full and accurate records of the transactions I engage in related to this travel for 5 years from the date of the transaction.

I have read the section of the Cuban Assets Control Regulations, 31 C.F.R. Part 515 that is checked off below (for a complete list of the requirements and restrictions for travel to Cuba (go to <http://www.ecfr.gov> ) and I certify that I satisfy all the conditions for traveling to Cuba identified in that section of the regulations OR I have provided Marazul Charters, Inc. with a copy of my specific license.

I understand I must also have a valid Cuban entry document to travel.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
DATES OF TRAVEL

\_\_\_\_\_  
ADDRESS - Street

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE NUMBER

### SECTION OF THE REGULATIONS / GENERAL LICENSE THAT AUTHORIZES MY TRAVEL TO CUBA:

31 C.F.R. § 515.565(b) **People-to-People travel under the auspices of an organization that sponsors such exchanges to promote people-to-people contact**

Name of People to People organization MetaMovements

#### **31 C.F.R. § 515.565(b) People to People Travel**

The travel-related transactions and such additional transactions as are directly incident to educational exchanges not involving academic study pursuant to a degree program – that is, people-to-people exchanges – are authorized, provided that:

- 1- The exchanges take place under the auspices of an organization subject to U.S. jurisdiction and that sponsors such exchanges to promote people-to-people contact;
- 2- Travel must be for the purpose of engaging, while in Cuba, in a full-time schedule of activities intended to enhance contact with the Cuban people, support civil society in Cuba, or promote the Cuban people's independence from Cuban authorities.

continued

- 3- Each traveler has a full-time schedule of educational exchange activities that will result in meaningful interaction between the traveler and individuals in Cuba;
- 4- An employees, paid consultant, or agent of the sponsoring organization accompanies each group traveling to Cuba to ensure that each traveler has a full-time schedule of educational exchange activities; and
- 5- The predominant portion of the activities engaged in by individual travelers is not with individuals or entities acting for or on behalf of certain prohibited officials of the Government of Cuba or certain members of the Cuban Communist Party.

**Important:**

Note 1: An organization that sponsors and organizes trips to Cuba in which travelers engage in individually selected and/or self-directed activities would not qualify for the general license.

Authorized trips are expected to be led by the sponsoring organization.

Transactions related to activities that are primarily tourist-oriented, including self-directed educational activities that are intended only for personal enrichment, are not authorized.

**Marazul Charters, Inc. 1 Marine Plaza, Suite 302, North Bergen NJ 07047**



**PAYMENTS:** Payments to Marazul Charters, Inc. can be sent via institutional checks (e.g. colleges or universities), certified check, cashier's check, bank transfer, or via credit card (Visa or MasterCard only). We cannot accept personal checks. Credit card payments can only be made via our Credit Card Authorization Form (enclosed).

**U.S. AUTHORIZATION TO TRAVEL:** Marazul Charters, Inc. can only make arrangements on behalf of individuals authorized to travel by the Office of Foreign Assets Control of the U.S. Department of the Treasury. This Office authorizes certain persons to travel by issuance of "specific licenses" and also authorizes certain categories of persons to travel without need to obtain a specific license. Please see below the information we must receive from you in order to determine whether you are authorized to travel to Cuba.

**CANCELLATION AND REFUND POLICY:**

Programs to Cuba are subject to the following cancellation charges if you cancel for any reason:

If your notice is received:	You will receive:
30 or more days before departure.....	Full refund less your deposit
29 days or less before departure.....	No refund

**Above charges do not include cancellation charges imposed by the airlines for any connecting flights to/from your point of departure to Cuba. Marazul is not responsible for any charges incurred if your charter flight to/from Cuba is late for any reason.**

**Marazul Charters, Inc. accepts no responsibility for the issuance or denial of licenses by the Office of Foreign Assets Control nor for the issuance or denial of visas by Cuba.**

**RESPONSIBILITIES**

Marazul Charters, Inc. and its employees, shareholders, officers, directors, successors, agents, and assigns, neither own nor operate any person or entity which is to, or does, provide goods or services for these trips or tours. Because Marazul Charters, Inc does not maintain any control over the personnel, equipment, or operations of these suppliers, Marazul Charters, Inc assumes no responsibility for and cannot be held liable for any personal injury, death, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of (1) any wrongful, negligent, willful, or unauthorized acts or omissions on the part of any of the tour suppliers, or other employees of agents, (2) any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise by any of these suppliers, or (3) any wrongful, willful, or negligent act or omissions on any part of any other party not under the supervision or control of the Operator (4) sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. Marazul Charters, Inc is not responsible for any baggage or personal effects of any individual participating in the trips arranged by Marazul Charters, Inc. Individual travelers are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects.

**LIABILITY RELEASE STATEMENT**

I, \_\_\_\_\_, have read the disclaimer stated above and I hereby release and discharge Marazul Charters, its agents, employees, officers, directors, shareholders and successors from and against any and all liability arising from my participation in this trip. I agree that this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it being my intention to fully assume all risk of travel and to release Marazul Charters, Inc from any and all liabilities to the maximum permitted by law.

_____ Signature			
_____ Name		_____ Dates of travel	
_____ Address (Street)		_____ City	_____ State Zip



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# Dance & Music programs in Cuba

## Terms, Conditions, and Responsibility

**Terms and Conditions.** The Cuba programs organized by MetaMovements, LLC will operate based on the Specific License (People-to-People-Cultural Exchange) granted to MetaMovements, LLC by the Office of Foreign Assets Control (OFAC), Department of Treasury. These tours are required to be structured programs, developed by MetaMovements, LLC, and approved by US and Cuban authorities. Participants are required to attend each visit and event as detailed in the program. No self-directed travel is allowed. Please be advised that the U.S. government does not maintain full diplomatic relations with Cuba. MetaMovements, LLC will assume no responsibility and will not be held liable due to inappropriate actions or activities of any participant while on the tour.

Due to Cuban government regulations, the following coverage is included in your charter flight tickets: 1) Maximum of \$20,000 to cover emergency medical costs incurred in Cuba; 2) Maximum of \$7500 evacuation insurance, provided only if a Cuban doctor states that you need to be evacuated in order to receive adequate treatment.

MetaMovements, LLC is not responsible for the costs of any medical treatment you may require during the program. Under no circumstances is MetaMovements, LLC responsible for the quality of medical care, or lack thereof, you may receive while on a Cuba program. For additional coverage, we recommend you purchase travel insurance.

MetaMovements, LLC reserves the right to decline to accept or retain any person as a member of any Cuba travel program. MetaMovements, LLC also reserves the right to remove you from a program in progress, if MetaMovements, LLC reasonably determines your behavior is adversely affecting or jeopardizing the health, safety, or enjoyment of you or of other participants.

**Responsibility.** The responsibility of MetaMovements, LLC and its representatives is strictly limited. MetaMovements, LLC's Cuba travel programs consist of certain art-related, cultural, and educational travel services, including surface and air transportation, visits, meals, guides, and hotel accommodations that MetaMovements, LLC reserves from various suppliers (collectively, "Suppliers"). MetaMovements, LLC does not own or operate any of these Suppliers. The Suppliers providing services for MetaMovements, LLC's Cuba travel programs are independent contractors, and are not agents or employees of MetaMovements, LLC. As such, MetaMovements, LLC is not responsible for any negligent or willful act or failure to act of any Supplier or of any third party. By utilizing the services of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither MetaMovements, LLC nor any representative of MetaMovements, LLC shall be liable. Furthermore, to the extent permitted by law, you release MetaMovements, LLC and its representatives from liability, cost, damages, claims, and expenses, (including direct, indirect, special, and consequential loss or

damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of the Suppliers products or services.

Without limitation, MetaMovements, LLC is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of, or failure to provide, any goods or services occasioned by or resulting from—but not limited to—acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time, sanitation problems, lack of medical care, accident, or for any other cause beyond the direct control of MetaMovements, LLC.

I have read the above Terms, Conditions, and Responsibilities, and agree to their terms.

Signature

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Date

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Name (Please Print):

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