The Hook Experiences

Terms & Conditions and Cancellation Policy

It Is Your Responsibility To Read And Understand All Of The Terms And Conditions. Once You Have Purchased A Tour, Made A Deposit, To Paid Directly You Have Read And Agree To The Following Binding Policies:

CANCELATION POLICY

CUSTOMERS WILL RECEIVE:

- CANCEL MORE THAN 10 DAYS BEFORE YOUR TOUR: FULL REFUND.
- CANCEL 8 TO 10 DAYS BEFORE YOUR TOUR: 50% REFUND.
- CANCEL 7 DAYS OR LESS BEFORE YOUR TOUR, OR NO-SHOW: NO REFUND.

THE HOOK GUARANTEE: IF WE CAN'T GO, OR CAN'T GET YOU ON A BOAT, YOU GET 100% BACK.

CONTACT US BY PHONE OR thehookexperiences@gmail.com TO CANCEL OR INQUIRE ABOUT A CANCELLATION.

- **Waiver and Release of Claims:** By participating in the tours conducted by and for The Hook Experiences, I have read and understand the Company Waiver and Release of Claims.
- **Checking In:** During automated purchase process with Fareharbor booking system, you must review all the booking details.
- **Arriving Late:** Please note that our guides are not allowed to wait for guests to arrive late. Please make sure to make the necessary arrangements to arrive at least 15-30 minutes prior to the tour. We are on a schedule with local authorities controlling the whale shark area as well as other clients. Whale Shark tours are strictly coordinated and some delays are possible during high volume times.
- **Weather Conditions:** Rescheduling or refunds due to port closure will be issued. If you have purchased a tour and decide you do not want to continue with the tour, you will not be reimbursed for the tour. You are responsible for your own safety.
- **The Hook Cancelation:** On occasion we are forced to cancel tours as we sometimes depend on third parties to accommodate our guests. If we need to cancel a tour, a full refund will be issued.
- **Dietary Restrictions:** In most cases, we are able to accommodate food allergies or restrictions. Please note: You are responsible for letting The Hook know at the time of purchase or in advance, of any dietary restrictions.
- **Liability:** The Hook Experiences and Baja Garfios is not responsible for the food and beverage consumed on its tours. The Hook EXPERIENCES acts solely as agent in arranging tours and other services and does not assume liability for accidents, delays, injuries, loss or damage due to any act or default of any company, organization, or person engaged in transporting passengers, rendering service, or carrying out arrangements for any tour or the act of default by a third party. Please refer to the Waiver and Release of Claims the you must accept during the booking process.

- **Right to Distribute Media:** You agree to grant The Hook an irrevocable royalty-free worldwide license to use photos and videos taken on its tours in which you may appear. The Hook has the right to reproduce, distribute, broadcast, exhibit, edit, digitalize, or in any other way use the Material by any means and in any form of media, whether existing now or created later, with our restriction worldwide, by incorporating the Material into its website, catalogues, books, brochures, or any other promotional, or informational, commercial, or advertising material. (Henceforth know as the “Works”) You agree that The Hook is and shall be the exclusive owner of all the title, rights, and interest in Material and the Works, including copyright thereof.