

Certification of Travel to Cuba

Under a General License- of June 5, 2019

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 Tours, Inc. with a copy of my specific license.

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

NAME (please print)

SIGNATURE

DATES OF TRAVEL

ADDRESS - Street

CITY, STATE, ZIP

TEL / EMAIL

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

31 C.F.R. § 515.574 Support for the Cuban People

Support for the Cuban People (Section 515.574): U.S. persons who are supporting the Cuban people, provided that:

- a. The activities are of:
 - i. Recognized human rights organizations;
 - ii. Independent organizations designed to promote a rapid and peaceful transition to democracy; **or**
 - iii. Individuals or nongovernmental organizations that promote independent activity to strengthen civil society in Cuba;
 - b. Each traveler engages in a full-time schedule of activities that:
 - i. Enhance contact with the Cuban people, support civil society in Cuba, or promote the Cuban people's independence from Cuban authorities; **and**
 - ii. Result in meaningful interaction with the Cuban people; **and**
 - c. Each traveler's schedule of activities does not include free time or recreation in excess of that consistent with a full-time schedule.
- ❖ **The general license prohibits U.S. persons, who are qualified to travel for activities (a)(iii), from engaging in direct financial transactions with Restricted Entities as determined by the U.S. State Department.**

RESPONSIBILITIES

smarTours 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 smarTours does not maintain any control over the personnel, equipment, or operations of these suppliers, smarTours 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. smarTours is not responsible for any baggage or personal effects of any individual participating in the trips arranged by smarTours. 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 smarTours/Marazul, 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 smarTours/Marazul, from any and all liabilities to the maximum permitted by law.

Signature

Name

Dates of travel

Address (Street) City State Zip