

## ACKNOWLEDGMENT OF RISKS

Searcher Natural History Tours' owners do not want to frighten or reduce the enthusiasm of their passengers, but believes it is important to inform them in advance what to expect and be informed of inherent risks.

As a passenger aboard the vessel Searcher I am about to encounter certain known risks necessarily associated with being a passenger aboard a vessel. I understand and acknowledge that there are known and unanticipated risks which could result in injury, illness, disease, death, emotional distress and/or damages to myself, my property or to third parties.

For that reason, I acknowledge the following:

1. I am aware a vessel is subject to the rolling and pitching action of the wind and waves which could cause me to lose my balance. While standing, sitting, or walking about the vessel (including boarding, disembarking, climbing and descending steps, stairs, using the ladder) I will utilize all available handholds, grab holds, rails, tables, bulkheads, railing, or benches so I will not lose my balance or fall down.
2. While I am descending the ladder to the skiffs and exiting the skiff to the beach, the water, or island shore, I will pay attention to the crew member's instructions and exercise caution while executing these activities.
3. While walking on the vessel I will watch for any open hatches, as I acknowledge that I could fall into one and be injured. I am also aware that hoses and other items necessary to the vessel's operation may be on the deck. I will take care to step over everything.
4. I will remain seated in the stern (rear) or inside the galley while the vessel is entering and departing harbors.
5. I am aware that the vessel decks can become slippery due to wave action, rough sea conditions, or water on the deck. I will be careful to not slip and fall. Flip flops, high heels, and leather sole shoes are not safe. I represent that I will wear suitable shoes to safely walk on the deck.
6. I will always make an effort to be aware of where all other passengers are so I do not inadvertently injure them and so they do not inadvertently hurt me. I acknowledge the vessel owner is not responsible for other passenger's actions.
7. If I participate in hiking excursions, I will be careful of my footing and use cautions considered reasonable in wilderness settings.
8. If I participate in snorkeling, I maintain that I can swim safely and will use cautions considered reasonable in a underwater setting.
9. If I decide to consume alcohol, I will be extra careful while aboard the vessel, as I recognize that conditions aboard a vessel are different than ashore. I acknowledge that I am aware of my tolerance to alcohol and limitations and will not become inebriated.
10. I will listen and obey instructions from captain and crew, as they are concerned for my safety.
11. I will not be on deck alone at any time without notifying a crew member.
12. I acknowledge that I will not bring any illegal weapons or substances, including but not limited to drugs or explosives, aboard the vessel.
13. I certify that I am physically capable of participating as a passenger aboard the vessel and if I am elderly or overweight or otherwise have physical limitations, I will ask for assistance when needed.
14. I agree to assume on my behalf (and on behalf of all minor children who accompany me) all the risks inherent with being a passenger aboard the vessel. My participation as a passenger aboard the vessel is purely voluntary and I elect to participate in spite of the known and unknown risks.

## LIMITS OF RESPONSIBILITY

*Searcher* Natural History Tours assumes no responsibility for government restrictions or regulations, or costs associated with changes in travel arrangements out of our control. Our itineraries are subject to change due to weather, captain's discretion, considerations for wildlife, passenger safety and comfort, and the uncertainties of operating in foreign wildlife preserves. Such changes shall be made without penalty to *Searcher* Natural History Tours.

In consideration of, and in part payment for, the right to participate in such trips and activities, services, and food arranged for me by *Searcher* Natural History Tours, I have and do hereby assume all the above-mentioned risks, and will hold Arthur Taylor, Celia Condit, individually, and doing business as *Searcher* Natural History Tours, and/or their principles, directors, officers, employees, agents, affiliate, subsidiaries, parents, facilities, (hereinafter the "Releasees") harmless from any and all liability, actions, causes of action, debts, claims, demands of every kind and nature which may arise out of or in connection with my participation in any activities arranged for me by Releasees. These terms shall serve as a release and assumption of risk for me, my heirs, executor, and administrator and for all members of my family, including any minors accompanying me. I further release Releasees and their specified leaders from all claims and liabilities for injury.

In the event that I file a lawsuit against Releasees, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. By signing this document I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein.

## IMAGE RELEASE

I grant to *Searcher* Natural History Tours, its representatives and employees the right to take photographs of me and my property in connection with participation in a tour. I authorize *Searcher* Natural History Tours to copyright, use and publish the same in print and/or electronically.

I agree that *Searcher* Natural History Tours may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Please sign below to acknowledge that you have read and accept the above statements.

Date:

Signed:

Printed name:

Signed:

Printed name:

Minors under my supervision (under age 18):



[Baja Whalewatching](#) [Pelagic Birding](#) [Wildlife Tour Schedule](#) [About Searcher](#) [Captain's Blog](#) [Contact](#)

## Reservation Details



Photo credit : Chris Shields | Lee Morgan

## Book Your Baja Whalewatching Tour

Fill out the form below to begin the reservation process for your Baja Whalewatching expedition.

**Select Your Tour \***

Select a Tour

**How many passengers?**

1

**Is the tour you want full? Get on the waiting list.**

Add me to the waiting list!

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### Contact Information

**Name \***

First

Last

**Address \***

Street Address

Address Line 2

City

State / Province / Region

ZIP / Postal Code

Country

**Phone \*****Email \***

Enter Email

Confirm Email

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**We will contact you shortly to confirm and finalize your reservation.**

## Deposit policy

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We request an initial 25% deposit by check or credit card (VISA, MasterCard, Discover). An additional 25% deposit is due 150 days prior to departure. The remaining 50% is due 60 days prior to departure. Should you need to cancel, 90% of the deposit is refundable if you cancel more than 120 days prior to departure. Within 120 days of departure, the deposit is nonrefundable unless we can re-book your spot. Then your deposit is 90% refundable.

*Searcher Natural History Tours reserves the right to cancel a tour due to inadequate enrollment, which would prevent us from operating a tour. In such a case, full refunds will be issued.*



## Passports/Visas

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A valid passport is required. After your travel arrangements are made, we will ask you to complete a *Searcher* Passenger Form. That information is required for us to report to US Homeland Security and to complete your Mexican tourist visa. You will receive this stamped Mexican tourist visa after our immigration clearance stop in Ensenada on Day 2. This visa will suffice for your stay in Mexico and is also required to board your flight home.

## Flights

Please make your travel arrangements to San Diego to start the tour. We recommend that you arrive to San Diego the day before your tour departs in case of weather delays. Check our "[Suggested San Diego Services](#)" and "[What to do in San Diego](#)" for ideas on hotels and local attractions. The San Diego airport's (Lindbergh Field) airline code is SAN. Before booking non-refundable flights, contact us to verify that the tour is a confirmed departure.

## Departure from San Diego

*Searcher* is scheduled to depart from Fisherman's Landing in Point Loma. Please be aboard by 8 p.m. You may board *Searcher* earlier in the day to leave luggage. If you drive to San Diego, you may leave a vehicle at Fisherman's Landing in an Ace Parking lot which costs \$8 per day. Fisherman's Landing is about 15 minutes by taxi from the airport or train station and is located at the intersection of North Harbor Drive and Scott Street in the Point Loma area. Your first included meal is breakfast on Day 2. There are several restaurants within walking distance to Fisherman's Landing for dinner before the orientation. Please check our "[Suggested San Diego Services](#)" for ideas about our nearby attractions.

## Arrival in Cabo San Lucas

*Searcher* will arrive at Cabo San Lucas in the early morning on Day 12. You should arrange for a flight out of Cabo San Lucas (also called Los Cabos or San Jose del Cabo, airline code SJD) for noon or later since the airport is about an hour from the dock. We arrange shuttles from the boat dock to the airport for \$30 per person (US dollars are accepted). If you choose to stay in Cabo for the day, you can arrange for airport transportation on your own. Airlines for flights home or back to San Diego include US Airways, Alaska, Aeromexico, Continental, Delta, and American. If you stay on in Cabo San Lucas, see our "[Hotels in Los Cabos](#)" for ideas on where to stay.



## Insurance

We suggest you purchase travel insurance in case of the unexpected need to cancel your tour. Our recommended product is found here: [www.travelguard.com/drinsure/](http://www.travelguard.com/drinsure/). Once the tour has started, all money paid to *Searcher* Natural History Tours is nonrefundable.

## Extras

The tour price does not include: ground/air transportation costs, the snorkel with [whale sharks](#) (weather dependent), meals not specified in itinerary, costs for emergency medical situations during the tour, costs associated with travel delays due to weather or other unavoidable events, trip insurance, early arrival or late departure due to airline schedules, or gratuities for crew. We reserve the right to charge a fuel surcharge if the price of marine diesel fuel rises unexpectedly. This will be determined in advance of the tour. We are often asked for guidelines on gratuity for *Searcher* crew. An average is 10% of the trip cost and can be left aboard with Captain Art. You may wish to tip the Mexican skiff drivers in Laguna San Ignacio—\$30 (US dollars accepted) per passenger is average.



## Is this tour for you?

Prepare for travel aboard ship to relatively remote areas, far from US-style medical facilities or pharmacies. You are invited, but not required, to participate in activities such as whalewatching in small skiffs, snorkeling and swimming, hiking in remote areas, and traveling aboard a moving vessel. **We try to accommodate all levels of ability in these experiences, however we suggest you discuss this tour and the activities with your physician to make an informed decision about whether this tour matches your fitness level.** Please inform us of any medical conditions and dietary needs in advance so we can do our best to make you comfortable during your tour.

*Please note that getting off *Searcher* into smaller skiffs for whalewatching and excursions is via a ladder with three steps about 12 inches apart. It is very important that your physical condition permits you to ascend/descend this ladder.*

Check "[Explore the Boat](#)" for details about shipboard accommodations and "[Searcher Safety](#)" to learn more. We look forward to hosting you aboard *Searcher* for a wildlife adventure of a lifetime!

