



NIX  
PATTERSON  
& ROACH, LLP

Drake's  
copy

January 16, 2013

Ultimate Surf Paradise, LLC  
314 E. 6230  
South Murray, UT 84107

Re: Island Package

To Whom It May Concern:

Please find enclosed a check in the amount of \$1,123.50 along with Booking Forms for the following participants. Also enclosed please find Booking Form for Shawn Phelan.

1. Drake Martin
2. Trip Martin
3. Arix Zalace

Should you need further information, do not hesitate to contact me at the following information.

S. Drake Martin  
Nix, Patterson & Roach, LLP  
1701 E Co Hwy 30A  
Suite 200B  
Santa Rosa Beach, FL 32459  
850-814-2618  
850-231-4028

Kindest Regards,

  
SDM/b  
Enclosures as stated

DRAKE OR JENNIFER MARTIN  
134 Crayton Trails Rd  
Santa Rosa Beach, FL 32459

1310

87-1/640

Jan 16, 2013

DATE

PAY TO THE  
ORDER OF

PANAMA SWIFT CAMP

ONE THOUSAND ONE HUNDRED TWENTY THREE AND 50/100 DOLLARS \$ 1,123.50



REGIONS

DRAKE OR JENNIFER MARTIN  
FOR PANAMA SWIFT CAMP  
2/16-2/23/2013  
SUMMER PACKAGE

RESERVE  
ON  
DEPOSIT

DOLLARS

P F I S

*[Signature]*

⑆064000017⑆ 0145009511⑆010

Hubbard Charities

# BOOKING FORM PRIVATE PANAMA SURF CAMP

A \$300 per person per week deposit is required to hold reservation.

MAIL PAYMENT & BOOKING FORM TO: ULTIMATE SURF PARADISE LLC: 314 EAST 8230 SOUTH MURRAY UT 84107

First name STEPHEN D. Last name MARTIN III 760-632-8014, 800 846 2363 fax 952-674-8014  
"TRIP"

Reservation dates: 2/16 - 2/23 2013 Group name: PHILAN

Street Address 134 GRAYSON TRAILS

City SANTA ROSA BEACH

State FL

Zip code 32459

Telephone- Home ( ) 850 213 0108

Work ( ) 850 231 4028

e-mail: N/A

Passport number PENDING (if you can't find your number, write "pending" and send to me anyway) Expiration date

Date of issue

Place of issue USA

Date of birth 08/03/2001

Nationality USA

Occupation STUDENT

Next of kin to be contacted in case of emergency JENNIFER MARTIN, MOTHER

Address 134 GRAYSON TRAILS SANTA ROSA BEACH, FL

How did you hear about us? FRIEND

Telephone- Home ( ) 931-780-0080

Work ( ) N/A

## IMPORTANT NOTICE

By my signature, I acknowledge and confirm that I have read, understand and agree to all booking conditions set forth.

I am aware that a Panama surf trip, in addition to usual and inherent risks, has certain additional risks and dangers which may include: physical exertion for which I may not be prepared; remoteness to normal medical services; weather extremes subject to sudden, unexpected change; and evacuation difficulties if I am disabled.

I accept all inherent risks of the proposed trip and possibility of personal injury, death, property damage or loss resulting therefrom.

In entering into this agreement, I am not relying on any oral, written, or visual representations or statements by SURFER PARADISE, S.A., its agents or staff, or any other inducement or coercion to go on the trip, hence, only of my own free will.

Signed X [Signature] Dated 2/14/2013 (Parent or legal guardian must sign for all persons under the age of 18)

## BOOKING TERMS & CONDITIONS

1. All tickets, vouchers and other documents relating to transport, accommodations or other services and facilities (hereinafter referred to as "the travel services") are issued by or on behalf of SURFER PARADISE (hereinafter referred to as "the company") only as agents for each of the concerns with whom the company may have arrangements for its clients (hereinafter referred to as "the principals") and are issued subject to these terms and conditions and those of the principals.

2. We always do our best to make sure your holiday arrangements are satisfactory and we accept liability for, but only to the extent if any loss or damage sustained by you as a result of our gross negligence or that of our employees. However, we cannot accept liability of whatever nature for the acts, omissions or defaults, whether negligent or otherwise, of those principals providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct or exclusive control. We do not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or any authorities, accidents to or failure of machinery or equipment.

3. Except where otherwise stated, a deposit is due within 7 days of booking confirmation. The balance of the total cost is due upon arrival in Panama City. (or such later date as shall be specified in writing by the

company). Failure by the client to pay the said deposit by the due date will entitle the company to cancel all bookings made.

4. Any cancellation made by a client must be received in writing. The following cancellation fees apply:

- i. If the written cancellation is received by the company not later than 60 days prior to departure, the complete deposit is non-refundable.
- ii. If the written cancellation is received by the company after 60 days but not less than 14 days prior to departure, the complete deposit is non-refundable and a 50% cancellation fee applies to all other monies received by the company.
- iii. If the written cancellation is received by the company within 14 days of the departure date, the company shall not be obliged to refund any monies whatsoever.

5. Amendments to individual itineraries will be made on notification from the client if possible within the rules and conditions of the principals. A fee of \$25 per amendment will be charged to cover administrative costs, in addition to any charges levied by the principals. An amendment constitutes a change to an existing booking.

6. I understand that Morro Negro Surf Camp is a Panamanian corporation located in the Republic of Panama. Any and all legal issues and proceedings are subject to the laws of the Republic of Panama.

7. In the event, your arrival is delayed due to weather, air-plane, bus, luggage, boards not arriving, etc., you will be given a credit for missed days at the surf camp. (time credit only, no refunds).

8. In the event you leave the camp earlier than your reserved stay, there will be no refunds. If your early departure was due to a medical emergency, you will be given a credit towards a future stay.

9. The company shall not be liable in the event, due to climatic conditions, that satisfactory surf is unavailable or that surf is of too great a magnitude for a client to participate in such activities. The passengers shall comply with the instructions of the principals at all times. No passengers shall remain on a tour while their status or mental or physical condition is, in the opinion of the principal, such as to render them incapable of caring for themselves and nor shall any passenger make themselves objectionable to other passengers or become a hazard to themselves or other passengers and the company will not be responsible for expenses by such persons precluded from completing the tour for these reasons.

10. Travel insurance is strongly advised to cover loss of deposit and cancellation fees, baggage and medical expenses. Travel insurance will also cover monetary loss due to unexpected trip interruption beyond your control. Foreign travel companies make travel insurance mandatory.

11. The company or principals have the right to cancel or alter any itinerary without notice as may be found necessary and to decide the suitability or otherwise of climatic conditions, sea or other conditions for the normal performance of the tour. Any additional personal expenses incurred as a result of delay including delay from mechanical breakdown will be the responsibility of the passenger. Refunds are not available for tours, accommodations, or any other services not utilized. This is where travel insurance is beneficial.

12. Cost not included in tour price: excess baggage; personal spending money; travel insurance; airport departure taxes; passport and inoculation costs; meals other than those specified.

# BOOKING FORM PRIVATE PANAMA SURF CAMP

A \$300 per person per week deposit is required to hold reservation.  
MAIL PAYMENT & BOOKING FORM TO: ULTIMATE SURF PARADISE LLC: 314 EAST 6230 SOUTH MURRAY UT 84107

First name ARIX Last name ZALALE 760-632-8014, 800 846 2363 fax 952-674-8014

reservation dates: Feb 16 - 23rd Group name: Phelan

Street Address 69 Camellia Cove

City Santa Rosa Beach State FL Zip code 32459

Telephone- Home ( ) 850-855-9641 Work ( ) same e-mail: azalace@earthlink.net

Passport number 481738421 (if you can't find your number, write "pending" and send to me anyway) Expiration date 22 Aug 2021

Date of issue 23 Aug 2011 Place of issue United States

Date of birth 03/08/1976 Nationality American Occupation carpenter

Next of kin to be contacted in case of emergency Carina Zalace

Address 1620 25th St Niceville FL 32578 How did you hear about us? friend

Telephone- Home ( ) 850-496-4786 Work ( ) same

### IMPORTANT NOTICE

By my signature, I acknowledge and confirm that I have read, understand and agree to all booking conditions set forth. I am aware that a Panama surf trip, in addition to usual and inherent risks, has certain additional risks and dangers which may include: physical exertion for which I may not be prepared; remoteness to normal medical services; weather extremes subject to sudden, unexpected change; and evacuation difficulties if I am disabled. I accept all inherent risks of the proposed trip and possibility of personal injury, death, property damage or loss resulting therefrom. In entering into this agreement, I am not relying on any oral, written, or visual representations or statements by SURFER PARADISE, S.A., its agents or staff, or any other inducement or coercion to go on the trip, hence, only of my own free will.

Signed x [Signature] Dated 01/13/2013 (Parent or legal guardian must sign for all persons under the age of 18)

### BOOKING TERMS & CONDITIONS

- All tickets, vouchers and other documents relating to transport, accommodations or other services and facilities (hereinafter referred to as "the travel services") are issued by or on behalf of SURFER PARADISE (hereinafter referred to as "the company") only as agents for each of the concerns with whom the company may have arrangements for its clients (hereinafter referred to as "the principals") and are issued subject to these terms and conditions and those of the principals.
- We always do our best to make sure your holiday arrangements are satisfactory and we accept liability for, but only to the extent if any loss or damage sustained by you as a result of our gross negligence or that of our employees. However, we cannot accept liability of whatever nature for the acts, omissions or defaults, whether negligent or otherwise, of those principals providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct or exclusive control. We do not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or any authorities, accidents to or failure of machinery or equipment.
- Except where otherwise stated, a deposit is due within 7 days of booking confirmation. The balance of the total cost is due upon arrival in Panama City. (or such later date as shall be specified in writing by the company).
- Failure by the client to pay the said deposit by the due date will entitle the company to cancel all bookings made.
- Any cancellation made by a client must be received in writing. The following cancellation fees apply:
  - If the written cancellation is received by the company not later than 60 days prior to departure, the complete deposit is non-refundable.
  - If the written cancellation is received by the company after 60 days but not less than 14 days prior to departure, the complete deposit is non-refundable and a 60% cancellation fee applies to all other monies received by the company.
  - If the written cancellation is received by the company within 14 days of the departure date, the company shall not be obliged to refund any monies whatsoever.
- Amendments to individual itineraries will be made on notification from the client if possible within the rules and conditions of the principals. A fee of \$25 per amendment will be charged to cover administrative costs, in addition to any charges levied by the principals. An amendment constitutes a change to an existing booking.
- I understand that Morro Negro Surf Camp is a Panamanian corporation located in the Republic of Panama. Any and all legal issues and proceedings are subject to the laws of the Republic of Panama.
- In the event, your arrival is delayed due to weather, airplane, bus, luggage, boards not arriving, etc., you will be given a credit for missed days at the surf camp. (time credit only, no refunds).
- In the event you leave the camp earlier than your reserved stay, there will be no refunds. If your early departure was due to a medical emergency, you will be given a credit towards a future stay.
- The company shall not be liable in the event, due to climatic conditions, that satisfactory surf is unavailable or that surf is of too great a magnitude for a client to participate in such activities. The passengers shall comply with the instructions of the principals at all times. No passengers shall remain on a tour while their status or mental or physical condition is, in the opinion of the principal, such as to render them incapable of caring for themselves and nor shall any passenger make themselves objectionable to other passengers or become a hazard to themselves or other passengers and the company will not be responsible for expenses by such persons precluded from completing the tour for these reasons.
- Travel insurance is strongly advised to cover loss of deposit and cancellation fees, baggage and medical expenses. Travel insurance will also cover monetary loss due to unexpected trip interruption beyond your control. Foreign travel companies make travel insurance mandatory.
- The company or principals have the right to cancel or alter any itinerary without notice as may be found necessary and to decide the suitability or otherwise of climatic conditions, sea or other conditions for the normal performance of the tour. Any additional personal expenses incurred as a result of delay including delay from mechanical breakdown will be the responsibility of the passenger. Refunds are not available for tours, accommodations, or any other services not utilized. This is where travel insurance is beneficial.
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MAIL PAYMENT & BOOKING FORM TO: ULTIMATE SURF PARADISE LLC: 314 EAST 6230 SOUTH MURRAY UT 84107

first name DRAKE Last name MARTIN 760-632-8014, 800 846 2363 fax 952-674-8014

reservation dates: 2/16 - 2/23 2013 Group name: PHELAN

Street Address 134 GRAYTON TRAILS

City SANTA ROSA BEACH State FL Zip code 32459

Telephone-Home ( ) 850-213-0108 Work ( ) 850-231-4028 e-mail: drakemartin@nixlawfirm.com

Passport number 453785089 (if you can't find your number, write "pending" and send to me anyway) Expiration date

Date of issue 2/4/2009 Place of issue USA

Date of birth 2/24/1972 Nationality USA Occupation ATTORNEY

Next of kin to be contacted in case of emergency JENNIFER MARTIN, WIFE 731-780-6080

Address SAME How did you hear about us? FRIEND

Telephone-Home ( ) SAME Work ( N/A )

## IMPORTANT NOTICE

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Signed X [Signature] Dated 1/14/2013 (Parent or legal guardian must sign for all persons under the age of 18)

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First name Shawn Last name Phelan 760-632-8014, 800 846 2363 fax 952-674-8014

reservation dates: Fed 16 - <sup>19</sup>~~23~~ Group name: Shawn Phelan

Street Address 81 Grayton Trails

City Santa Rosa Beach State FL. Zip code 32459

Telephone- Home ( ) 850-450-3061 Work ( ) same e-mail: shawn.phelan.llc@gmail.com

Passport number 460836276 (if you can't find your number, write "pending" and send to me anyway) Expiration date

Date of issue 27 Nov 2009 Place of issue New Orleans

Date of birth 1/20/1978 Nationality American Occupation Contractor

Next of kin to be contacted in case of emergency Sara Phelan (wife)

Address 81 Grayton Trails 32459 Santa Rosa Beach How did you hear about us? Friend

Telephone- Home ( ) 850-450-2936 Work ( ) 850-332-0138

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