

TERMS AND CONDITIONS

The following Terms and Conditions apply to all people in the booking party (the “Participants”). It is the responsibility of the individual requesting the reservation (the “Representative”), to communicate these Terms and Conditions to all Participants. If the Representative does not agree to be the designated responsible person, then they need to request that the other Participants submit a separate reservation.

CANCELLATIONS AND REFUNDS

A 48-hour cancellation or change of tour notice is required for all helicopter tours and must be made in writing by email. A full refund will be issued if you cancel your reservation a minimum of 48-hours prior to your scheduled tour departure time. Cancellations or changes made within (less than) 48-hours of the tour departure time, as well as new reservations made within (less than) the 48-hour cancellation policy period, are not refundable and will be charged in full unless we are successfully able to re-book the seats. If for any reason a flight is canceled by Island Helicopters Kauai (Island Helicopters) due to the weather or maintenance, your ticket will be fully refunded or you may choose to re-schedule your tour plans. If you do not show up for, or miss your scheduled tour departure, you will be charged in full for your tour. All prices are in United States Dollar (USD). For international travelers, if a refund is required, it will be issued in USD in the amount that it was originally processed for.

All flights are confirmed to depart unless you hear otherwise from an Island Helicopters agent. Please note that flight routes and destinations may vary due to weather conditions. If you are scheduled on the *Jurassic Falls Landing Adventure* and the helicopter is unable to land at the falls due to weather conditions in the valley, you will continue on the *Grand Skies Island Tour*. Upon returning from the tour, you will be refunded the difference in price. Once a passenger has checked in, should they decide not to take the tour, no refund will be given. Island Helicopters is not responsible and will not refund any passenger who experiences airsickness.

If your accommodations are located on the North Shore of Kauai, it is highly recommended that you allow extra time for your commute to the Lihue Heliport. For those passengers arriving to Kauai on the day of their helicopter tour, your flight to the island must be scheduled to land at Lihue Airport at least two hours prior to your helicopter tour. Island Helicopters is not responsible for delays with commercial airlines and you will be charged in full should you not arrive for your scheduled tour departure.

RESERVATION POLICIES

Tours are booked as a shared experience for six (6) passengers; however, we do offer both Private and Preferred Seating tours. Our protocol is to require parties of five (5) passengers to book a Private Tour. The cost of this Private Tour includes a discount on the 6th (unoccupied) seat. A Private Tour discounted rate is available for all flights with five (5) or fewer passengers wishing to fly with only their group members. Parties of four (4) needing a Comfort Seat (5th seat) are required to book a Private Tour. Provided there is not a weight issue for weight and balance purposes; all four (4) passengers will be seated on window seats.

All reservations require a valid credit or debit card to hold your booking. For U.S. domestic customers booking directly with Island Helicopters, your card will not be charged until your scheduled tour date, if you choose to pay by credit card. **For those booking with outside agencies, international customers and all those who are camping while on Kauai, you will be charged in full at the time of booking at the credit card pricing.** For groups needing more than one helicopter to accommodate their party, we require a credit or debit card payment in full at the time of booking.

After submitting your reservation request, one of our agents will contact you by email within 48-hours to confirm your reservation. If you have not received a flight assignment by email within 48-hours of submission, please call us for information about your booking request. For reservation requests to fly within 48-hours, your reservation will not be confirmed until we have spoken with you personally. For these short-notice requests, we recommend that you submit a booking request online and then call us directly so that we can coordinate availability options with you.

Due to volatility in the jet fuel market, flights that are booked over six (6) weeks in advance are subject to any price changes. Rest assured, we always try to keep our prices as low as possible, especially when compared to other air tour operators.

INFANT AND CHILD PASSENGERS

Children less than 24-months of age (“lap child”) on the scheduled tour date, not occupying a seat, may be carried free of charge when traveling with a paying adult. Although the purchase of a seat is not required for the lap child, you will need to let Island Helicopters know at the time of booking your tour, what the child’s estimated weight on the date of the flight is, as well as their date of birth. Per liability and insurance guidelines, Island Helicopters is unable to accommodate more than one (1) lap child per tour. If you have two (2) lap children in your booking party, a seat would need to be purchased for the second child, but they could still be held by an adult during the flight. Children age 24-months and older are required to purchase a seat at the regular price.

WEIGHT AND SEATING POLICIES

If there is a discrepancy in the passenger’s actual weight (all passengers will be discretely weighed on a calibrated scale at check-in) versus their stated weight (the weight given when booking), and an approved Weight and Balance may not be reached, Island Helicopters has the right to deny a passenger boarding yet they will still be responsible for the cost of their unoccupied seat. Any passenger 240 lbs. and over is required to purchase an additional seat (“Comfort Seat”). For any two passengers in the same party, traveling together on the same flight, that may not exceed 240 lbs. individually, but have combined weights exceeding 420 lbs., is required to purchase a Comfort Seat. Additionally, any two (2) passengers traveling together with combined weights exceeding 530 lbs. is required to purchase an additional two (2) Comfort Seats (four seats total). A Comfort Seat CANNOT be added at flight time.

It is imperative that the passenger weights given at the time of booking a tour are as accurate as possible (and include clothing, shoes and any carry-on items). Aircraft weight and balance is vital to the safety of every air tour and is required by the Federal Aviation Administration (FAA). Island Helicopters’ pilots approve the weight and center of gravity for each flight to ensure the correct stability and handling of the aircraft. Even if a passenger is well below the weight requirements, yet their actual weight at check-in is significantly more than their booking weight, this can affect the entire balance of the aircraft.

If you believe anyone in your booking party may need to update their stated weight, please contact our reservations office as soon as possible. If guests are on the island in the days prior to their tour, they are welcome to stop by our office and record their weight prior to their flight date. Passengers who want to be accommodated in specific seats within the aircraft should call us to inquire about the pricing for a Private Tour or our Preferred Seating option.

PHOTOGRAPHY AND VIDEOGRAPHY

Island Helicopters is not responsible for the quality of personal photos and videos taken during your flight. Our tours are flightseeing excursions with photo opportunities. We kindly ask that customers be respectful of others in the helicopter and do not place their camera/device in the center of the window for the duration of the flight. For those on the *Jurassic Falls Landing Adventure*: Per the exclusive contract with the landowners of Manawaiopuna (Jurassic) Falls, the taking of photos and videos while at the Falls is permissible for personal use only and is not allowed for commercial purposes unless otherwise prearranged, in writing, through Island Helicopters.

CUSTOMER CONDUCT

No one is allowed, at any time, to interfere with the duties of ground personnel or the pilot, and that such behavior is cause for being denied boarding for your tour. Intoxicated customers are not allowed on the helicopter. Smoking and vaping are NOT allowed within 25-feet of any public building in Hawaii, including Island Helicopters’ office. Also, in accordance with our exclusive permit, smoking and vaping are NOT allowed at Manawaiopuna Falls.

ITEMS NOT PERMITTED

It is in violation of the federal laws governing air transit to bring aboard hazardous materials that include, but are not limited to: explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, radioactive materials, guns and ammunition. We do not allow tablets/iPads, tripods, selfie-sticks (or any type of handle attached to a camera/video device) and large cameras with extended lens to be used during the flight. Drones are not allowed at Manawaiopuna Falls. We are not able to accommodate walkers, wheelchairs and animals of any kind (including service animals) onto the helicopter.

OTHER CONDITIONS

The *Jurassic Falls Landing Adventure* requires passengers to be able to walk unassisted, approximately 100 yards on an uneven, unpaved trail and also climb four steps up and down on a small footbridge, in order to reach the base of Manawaiopuna Falls.

Due to liability, Island Helicopters’ staff is not permitted to lift or physically support passengers into and out of the aircraft beyond offering a steady hand. The safety of our employees and our customers is paramount. Passengers with physical limitations requiring physical support of others will need to be traveling with a family member(s) or caretaker(s) that have the ability to attend to the passengers’ needs. Neither Island Helicopters’ vehicles or aircraft are equipped with mechanical lifts.