

Expedition Location: \_\_\_\_\_

Dates of Trip: \_\_\_\_\_

## Reservation Information and Liability Release

**By advancing deposit to Global Treks and Adventures LLC, the depositor therefore agrees to be bound by the below terms and conditions. All trip participants must complete a trip application/Liability Release and Assumption of Risk Agreement and health form. For strenuous trips we recommend visiting your primary physician to address any concerns you may have before signing the medical release and liability release form.**

### Your Responsibilities

- **Medical considerations:** *If you have any medical or psychological conditions, it's very important you let us know well before departure so that we can make extra arrangements if necessary.* Trip leaders have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable to continue and/or if a trip member's continued participation jeopardizes the group's or his/her own safety. Under these circumstances refunds are not given.
- Global Treks and Adventures LLC, is not a medical facility and therefore has no responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation.
- Hospital facilities for serious problems are often unavailable, and evacuation can be prolonged, difficult and expensive. Global Treks and Adventures LLC assumes no liability regarding provision of medical care. By signing the Liability Release and Assumption of Risk Agreement, you agree to pay for emergency evacuation and emergency medical care.
- **Your obligations as a trip member:** By participating in a Global Treks and Adventures LLC trip, you assume certain obligations to Global Treks and Adventures and the other trip members. It is your responsibility to:
  - Understand the conditions implied in the Activity Level rating of your selected trip
  - Select a trip that is appropriate to your interests and abilities
  - Prepare for the trip by familiarizing yourself with the trip itinerary and trip preparation materials sent by Global Treks and Adventures
  - Bring appropriate gear and clothing as advised by Global Treks and Adventures
  - Obtain all necessary visas (not applicable to Guatemala and the Spanish Virgin Islands)
  - Follow considerate standards of personal hygiene in order to reduce risk of contracting diseases
  - Follow considerate social behavior with other trip participants and respect their habits
  - Act in an appropriate and courteous manner befitting the customs of countries you visit
  - Complete the trip itinerary as scheduled (or as adjusted by your trip leader as necessary)
  - Respect the countries we visit by using environmentally safe products, staying on established routes of travel, not littering, and being respectful of all communities.

Global Treks and Adventures LLC reserves the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition impede the operation of the trip.

### OUR LEGAL LIMITATIONS — PLEASE READ CAREFULLY

Global Treks and Adventures LLC may contract with independent contractors to provide transportation, guide services and/or all other related travel services. We assume no responsibility, however caused, for injury, loss of limb or life, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: - acts of God - detention - annoyance - terrorism - thefts - pilferage - force majeure - civil disturbances - government restrictions or regulations - strikes - delays and expenses arising from quarantine - failure of any means of conveyance to arrive or depart as scheduled - discrepancies or change in transit or hotel services over which we have no control.

We reserve the right to make reasonable changes in the itinerary where deemed advisable for the comfort and well-being of trip members. By advancing deposit to Global Treks and Adventures LLC, the depositor thereby agrees to be bound by the above terms and conditions.

## Cancellations

If you decide to cancel your trip, the following fees apply and are due to Global Treks and Adventures LLC at the time (prior to departure) we receive written notice of your cancellation. *Some trips may have special cancellation or transfer fees; if so, they will be listed on the Itinerary Details or supporting trip documents.*

- 45 + days            Refund minus initial deposit of \$250
- 0 - 44 days           Refund            0% Refund

## Transferring trips

If you decide to transfer your tuition reservation, please contact the Global Treks and Adventures office ASAP. *Some trips may have special cancellation or transfer fees; if so, they will be listed on the Itinerary Details or supporting trip documents.* To protect yourself, we recommend that you purchase trip cancellation insurance (see below).

## Travel insurance

Should you have to cancel your trip because of illness, injury or death to you or an immediate family member, this insurance protects all your deposits and payments for both air and trip costs. Global Treks and Adventures, LLC recommends that you purchase this insurance at the time of sign-up to be covered for pre-existing conditions (certain restrictions apply). While Global Treks and Adventures LLC does not offer travel insurance through our company directly, we will gladly assist you sign up with a recommended agency. **We strongly recommend the purchase of trip insurance.**

## If we cancel a trip

Global Treks and Adventures LLC reserves the right to cancel all or a portion of a trip for force majeure or any other circumstances beyond our control and, in the event of such cancellation, full or partial refunds, if any, will be at Global Treks and Adventures LLC's sole discretion. We also reserve the right to cancel any trip if sign-up is inadequate to make the trip economically feasible for us to operate, and in this event, we give a full refund of the trip price. However, Global Treks and Adventures LLC is not responsible for additional expenses incurred by you in preparing for the trip (e.g., non-refundable air tickets, visa fees if applicable, gear or medical expenses).

## Fewer than required number of participants

Each trip requires a minimum number of participants for departure. If we sign up enough participants to run a trip but unexpected cancellations drop the number of participants below the required minimum, it will be at the discretion of Global Treks and Adventures LLC to determine if sign-up is inadequate to make the trip economically feasible for us to operate, and in this event, we give a full refund of the trip price.

## Refunds

Global Treks and Adventures LLC does not give any refunds for unused hotel rooms, meals, sightseeing trips or trek arrangements. Trip price is quoted as a package; credits are not given for services not used.

All participants must sign the following Release of Liability, Assumption of Risk and Indemnification Agreement. A copy of this form will be included in your confirmation packet.

# Release of Liability, Assumption of Risk and Indemnification Agreement

1. TRIP AND ASSOCIATED RISKS - I have chosen to participate in the above referenced trip (hereinafter referred to as "the Trip"), which is organized by Global Treks and Adventures, LLC, doing business as Global Treks and Adventures (hereinafter referred to collectively as "Global Treks and Adventures"). I understand that:

- The Trip involves activities that are inherently hazardous, including those described in the separate document for the Trip, "Activity Level and Risks & Hazards," which has been provided to me and which I am also signing and returning;
- During the Trip, I may be exposed to dangers and hazards, including equipment failures and negligence by others;
- As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and that my property may also be damaged;
- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Trip and, where available, may be expensive; and
- Global Treks and Adventures assumes no responsibility for providing medical care during the Trip, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Trip, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS - I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Trip-including any risks caused by the negligence of Global Treks and Adventures, its employees and officers, its contractors, and other trip participants.

3. WAIVER AND RELEASE OF LIABILITY I hereby WAIVE AND RELEASE ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS against Global Treks and Adventures, its employees, officers, directors, vendors and contractors ("Released Parties"), where such LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS arise in any way from any injury, death, loss or harm (whether foreseen or unforeseen) that occur to me or to any other person or to any property during the Trip or are in any way related to the Trip. This release includes, but is not limited to, claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Minnesota law does not permit to be released by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss, or harm that occur on the Trip, except for suits or claims related to gross negligence, intentional or reckless misconduct, or any other liabilities that Minnesota Law does not permit to be released by agreement.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE I promise to INDEMNIFY, WARRANT, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise from my acts or my failure to act (including my own negligence) during or relating to the Trip. In accordance with this promise, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. OTHER FORMS & TERMS - I have carefully read Global Treks and Adventures' Reservation Information, Health Form, "Activity Level and RISKS & HAZARDS," and have familiarized myself with all of the information provided to me about the Trip and its rating. I agree to all of the conditions in the Reservation Information- including the sections about my responsibilities and about Global Treks and Adventures' legal limitations. I acknowledge that Global Treks and Adventures has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Trip.

6. SEVERABILITY - I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Minnesota law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES - This agreement is governed by and shall be construed in accordance with the laws of the state of Minnesota, without any reference to its choice of law rules. I

agree that any dispute arising from this Agreement or in any way associated with the Trip shall be brought in the U.S. District Court of Minnesota, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I have fully informed myself of the contents of this agreement by reading all pages (1-4) before signing it.** No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

**If participant is a minor, signature of parent or guardian is also required:** In consideration of my minor child's being permitted to participate in the Trip, I accept and agree to the full contents of this agreement. I understand that I am responsible for and I accept the responsibility for the supervision throughout the duration of the Trip of any minor traveling in my care. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to my minor child during the Trip or in any way related to the Trip. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Minnesota law does not permit to be excluded by agreement.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian if  
participant is under the age of 18

\_\_\_\_\_  
Signature of Parent or Legal Guardian if  
participant is under the age of 18

\_\_\_\_\_  
Date