

Distant Journeys

INC

TERMS AND CONDITIONS

RESERVATIONS

Receipt by Distant Journeys, Inc. of a \$400 deposit along with your completed registration form will reserve a space on your requested trip. For an immediate reservation confirmation call us. We accept MasterCard, Visa or AMEX.

Payment in full of the Land Cost for the trip is due 60 days prior to departure. When applying less than 60 days prior to departure, full payment is due upon registration.

As confirmation of receipt of your deposit and registration, we will send you an invoice for final payment and additional information including release agreement form, medical information form, travel information, packing list, and an application form for travel insurance. Upon receipt of final payment, you will receive trip rendezvous information and list of accommodations. Returning trip participants will receive a 5% discount most trips, not self-guided trips.

Upon payment of the deposit, participants agree to be bound by the terms and conditions set forth herein.

TRIPS COSTS

The amount paid to Distant Journeys, Inc. to participate in a trip is referred to as the "Land Cost."

The Land Cost for all our trips printed in our itineraries and brochure are based on exchange rates and tariffs at the time of publication. Due to fluctuations in currencies and costs of services, Distant Journeys, Inc. reserves the right to increase the published Land Cost. Although we will do everything reasonably possible to avoid any increases, in the rare event we do increase the Land Cost for a trip, you will be contacted prior to the due date of your final payment and notified of the increase.

Included in the Land Cost for all trips: Unless otherwise indicated in the specific itinerary for a trip, the Land Cost includes all sleeping accommodations, all breakfasts, most dinners, guides (except for self-guided trips), all ski lifts, cable cars, train and bus transfers as specified in detailed itineraries.

Not included in the Land Cost: Unless otherwise indicated in the specific itinerary for a trip, the Land Cost does not include international airfare, passport, visas, airport taxes, medical costs, costs of evacuation from remote areas, individual/optional trains, buses, lifts or excursions, lunches, beverages, tips to guides/leaders, certain meals as specified in detailed itineraries, items not on the set dinner menus, or personal services and items.

Single Supplement: Accommodations in hotels are based on double occupancy. There are only a limited number of single rooms available in the hotels at a supplemental charge. This extra charge simply pays for a private room, not better accommodations.

If you are traveling alone and would like single accommodations where possible, a single supplement charge will be applied. If you are traveling alone and wish to share accommodations, **we will assign you a roommate.** If there is no one with whom you can share, in most cases, there will be no extra charge.

Although our trip itineraries have been carefully planned, reasonable changes and substitutions in the itinerary may be made where deemed necessary for the comfort, safety, and well being of the participants. Any resulting increase in cost will be the sole responsibility of the participant.

CANCELLATIONS & REFUNDS

Should you find it necessary to cancel, a cancellation fee will be charged and applied based on the date we receive written notice from you of the cancellation:

- over 60 days prior to departure – \$200
- 60-30 days prior to departure – 50% of Land Costs
- less than 30 days prior to departure or failure to show – no refund.

There will be no refunds or credits for unused portions or uncompleted trips for any reason.

*** * PLEASE NOTE** a few of our trips, including self-guided trips, have payment schedules and cancellation fees that are **more stringent**. These exceptions are clearly indicated in the detailed itineraries printed separately for each trip.

Distant Journeys, Inc. reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient registrations. Generally, a cancellation would be made more than 45 days in advance of the departure date. If we find it necessary to cancel a trip, all payments made to Distant Journeys, Inc. will be refunded immediately. However, Distant Journeys, Inc. shall not be responsible or liable for other expenses incurred by the participant as a result of such a cancellation.

TRAVEL INSURANCE

We strongly recommend that you purchase short-term travel insurance covering trip cancellation, trip interruption, baggage and accident/life. In the event you find it necessary to cancel either prior to or during a trip due to injury, personal or family illness or emergencies, travel insurance will usually reimburse non-refundable airfares and non-refundable Land Cost. It can also cover the costs of emergency evacuations from remote areas. It is possible to purchase travel insurance policies through most insurance agencies and travel agencies. Distant Journeys, Inc. also makes available applications for this type of insurance but makes no representations with respect to what is covered, applicable deductibles and limits of coverage, etc.. Please be sure to confirm directly with the insurance agent or company the specifics (i.e., what is covered, applicable deductibles and limits of coverage, etc.) for any insurance you are considering purchasing in connection with one of our trips.

HEALTH INSURANCE & MEDICAL INFORMATION

Due to the physically demanding nature of our trips, Distant Journeys, Inc. requires that you have medical/health insurance coverage while participating in one of our trips. It is possible that you may already have medical/health insurance that will cover you while you are abroad but it is your responsibility to find out in advance of the departure date.

All trip participants need to understand that there are places on trips where medical services are not, or may not be, immediately available. We require that each participant accurately and fully complete and provide the medical information form at the time of registration and update

said information immediately if it should change prior to the date of the trip. For guided trips, a copy of this medical information sheet will be provided to our trip guides for use in the event of a medical situation or emergency. For all trips, especially self-guided trips, we require you to have a copy of your medical information sheet with you at all times for use in the event of a medical situation or emergency.

TRIP DIFFICULTY

Trip difficulty is noted in the specific itineraries. All trips are planned for a pace that allows time for sight-seeing and rest stops. However, participants must be in a physical and medical condition appropriate for the trip. Most of our hiking and walking trips take place between 1,000' and 9,000'. We are happy to discuss the level of difficulty and provide you with names of past participants who can share their experiences with you.

Easy: Hike an average of 3 to 4 hours daily carrying a daypack on generally gentle terrain. Distances from 4 to 8 miles. Elevation gain and loss 500' to 1,500'.

Moderate: Hike an average of 4 to 5 hours daily on varied terrain. Distances from 5 to 9 miles. Elevation gain and loss generally 1,500'- 2,500' over about 2 hours.

Strenuous: Hike an average of 5 to 7 hours daily on varied terrain, with consistent ascents and descents of 2 to 3 or more hours generally 2,500'- 3,500'. Distances from 6 to 11 miles. There are some sections that include steep uphill and downhill.

Strenuous Plus: Hike an average of 5 to 8 hours partly on rocky, challenging terrain with consistent steep ascents and descents of 2 to 3 or more hours generally 3,000'-5,000'. Distances from 6 to 15 miles. Though each day is not strenuous plus there are some sections that may include rough terrain and open and exposed trails.

RESPONSIBILITIES OF TRIP PARTICIPANTS

Trip participants are responsible for selecting trips that are appropriate for the participant's abilities, physical and medical condition, and interests. Trip participants are responsible for 1) studying and understanding the trip conditions as described by the trip itinerary and all supplemental information supplied by Distant Journeys, Inc., 2) knowing the participant's own physical and medical condition with respect to the advisability of participating in the chosen trip, 3) bringing appropriate and adequate clothing, equipment, medications and first aid supplies, and 4) acting in a respectful and safe manner and in accordance with the accepted local customs of foreign countries visited.

When travelling abroad, it is extremely important that participants understand that they will be subject to the laws of the particular countries visited.

Distant Journeys, Inc. reserves the right to decline or cancel the participation of any participant whose condition or conduct it deems to be detrimental to or compromises the safety or interests of the individual or the group as a whole.

INDEPENDENT SERVICE PROVIDERS

With respect to other companies, entities, individuals, associations, vendors, contractors and suppliers who are hired by Distant Journeys, Inc. to provide transportation, accommodations, food and other trip-related services for trip participants (referred to as "independent service providers"), Distant Journeys, Inc. does not assume, directly or indirectly, and hereby disclaims, any and all liability for delay, mishap, expense, inconvenience, irregularity, damage, bodily injury or death to person or property caused by the conduct or negligence of said independent service providers.

■ Please keep this section for your files ■

Distant Journeys INC

REGISTRATION FORMS

Please read and complete all forms: **Registration, Release and Med Information Sheet** and return to:

DISTANT JOURNEYS, P.O. Box 1211, Camden, ME 04843 • 207-236-9788 ; 888-845-5781; fax: 207-536-6569
journeys@distantjourneys.com

Name of Trip: _____ Date of Trip departure _____

Your Full Name: _____ Preferred name: _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

E-mail: _____ Work Phone: _____

Passport Number _____ Place of Issue _____

Date of Issue _____ Citizenship _____

Male: _____ ; Female : _____ Age: _____ Occupation _____

Where or how did you first hear about Distant Journeys? _____

Have you been on a previous trip with Distant Journeys? If so, which trip/s? _____

Please list all prior walking, hiking and skiing experiences and any other prior significant outdoor activity experiences.

Please list all dietary restrictions. _____

Please list health or medical conditions or other issues which are or may be relevant to your participation in the selected trip.

I will share a room, **please match me** with a roommate: _____; Or I would like a single room at an **extra cost**: _____ ;

I am traveling **with** _____ and we prefer twin beds _____ **or** a double bed _____. **Note:** double beds are **not** always available; there are no private/single rooms in the refuges. Please see your detailed trip itinerary for specifics.

In case of emergency please notify : _____ Relation : _____

Telephone: _____ Address: _____

Name of Medical Insurance company : _____

Phone number of Insurance company: _____

We **strongly** urge that all participants purchase travel/trip cancellation insurance and if necessary medical insurance.

Prior to the trip I **plan** on purchasing travel/trip cancellation insurance _____ and/or medical insurance: _____

Disant Journeys Inc. Registration Form Continued

PAYMENT DETAILS

I have enclosed a check for: _____ . Or I plan on **calling** with my credit card details: _____ .

Or please charge my credit card: \$ _____ Mastercard _____ ; Visa _____ ; AMEX _____

Name on Card: _____ Card Number: _____

Exp. date: _____ ; 3 or 4 digit code: _____ ; Billing address is same as mailing address as above: _____

Please enter your billing address only **if it is different** than your mailing address.

Signature: required _____ **Date: required:** _____

PHOTO RELEASE

My signature below indicates that I give Distant Journeys, Inc. permission to use any photographs in which I may appear in their brochure, publications, or for any promotional materials.

Participant's Signature: _____ Date: _____

Please send a **Distant Journeys** brochure to a friend:

Name: _____

Address: _____

City : _____ State : _____ Zip : _____

Distant Journeys Inc.

International Hiking Tours for the Active Traveler

P. O. Box 1211 Camden, Maine 04843

207-236-9788 • 888-845-5781 • Fax 207-536-6569

journeys@distantjourneys.com • www.distantjourneys.com

For your information, our policy is to not sell, rent or donate our mailing list.

Please complete and return to Distant Journeys, Inc.

Distant Journeys INC

International hiking tours for the active traveler

PARTICIPANT ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the services to be provided by Distant Journeys Inc., a Maine corporation, including any and all persons and entities acting on behalf of Distant Journeys, Inc. (hereinafter collectively referred to as "DJ"), and in consideration of being permitted by DJ to participate in the trip being offered by DJ, either guided or self-guided, I, on behalf of myself, my spouse, my children, my heirs and next-of-kin, personal representative and estate, do hereby expressly represent, covenant and agree as follows:

ASSUMPTION OF RISK

I understand and comprehend the nature, scope, and demands involved with the trip being offered by DJ in which I intend to participate and all the terms and conditions provided by DJ for the trip. I acknowledge that there are certain risks, known and unknown, associated with the activities of this trip including but not limited to trekking, hiking, climbing, touring, skiing and backpacking, which could result in physical or emotional injury, damage, paralysis, death, or other physical or economic damage. I further acknowledge that such risks simply cannot be eliminated without jeopardizing the essential qualities of the trip. I understand that these risks include but are not limited to exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion and other heat related illnesses, sunburn, dehydration exposure to disease; hazardous terrain; slipping/tripping and falling; falling objects; water hazards; exposure to dangerous animals, insects bites, and hazardous plant life; illness and accidental injury where there is no means of rapid evacuation or availability of medical services or supplies, adequacy or quality of medical services or supplies if/once available; equipment malfunction, failure or misuse; and physical exertion for which I am not adequately conditioned or prepared.

I further acknowledge that there are certain risks inherent in travelling abroad to foreign countries including but not limited to problems which can arise from not being able to adequately speak, write or understand the native language and from the threat of terrorism which could result in physical or emotional injury, death, or other physical or economic damage.

For guided trips, I understand and acknowledge that the guide(s), although trained to organize, handle and oversee the activities associated with the trip, including issues related to the safety of the participants, may misjudge or be unaware of certain

circumstances or conditions, including but not limited to a participant's level of fitness or abilities, the weather, the elements or the terrain, the political climate, and other dangers or hazards. I further acknowledge and understand that the guide(s) may not always be able to give warnings or instructions even if aware of certain hazardous circumstances or conditions.

For self-guided trips, I understand and acknowledge that the services provided by DJ do not include a trip guide.

My participation in this trip is purely voluntary, and I elect to participate despite the risks. I agree to be responsible for my own safety and welfare, and I EXPRESSLY ACCEPT AND ASSUME ALL OF THE RISKS RELATED TO THIS TRIP AS SET FORTH ABOVE.

RELEASE AND INDEMNIFICATION AGREEMENT

I do hereby acknowledge and agree that DJ shall not be liable, directly or indirectly, for bodily injury, death or property damage for any reason whatsoever, including, but not limited to acts of God, weather, quarantines, civil disturbances, theft, accident, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, or any other matter or situation over which DJ has no control.

Further, I do hereby voluntarily release, forever discharge, and agree to indemnify and hold DJ harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this trip and trip activities or my use of equipment or facilities provided by DJ including those which may arise from the negligent acts or omissions of DJ.

Should DJ incur legal fees or costs to enforce the terms of this Agreement, I agree to indemnify and hold harmless DJ for all such fees and costs.

I do hereby represent that I have adequate medical, land liability insurance to cover the costs associated with any injury or damage I may suffer or cause while participating in the trip. I agree that I am financially responsible for any such costs and damages which are uninsured or not covered by insurance.

I do hereby represent that I have no known medical, physical,

Release continues on next page.

Release Agreement

continued from page 5

or emotional condition which could interfere with my safety on this trip or the safety of other participants and that if such a condition should arise during the course of the trip I agree to assume and bear the financial responsibility for all expenses, costs and damages that may result from such condition.

I understand that my application to participate in this trip is subject to acceptance by DJ and, upon acceptance, shall be deemed to be a contract which shall be governed, construed and enforceable under the laws of the State of Maine. In the event of any legal issue or dispute involving or related to the trip or this Agreement, I agree that (a) the courts of the State of Maine in Knox County shall have exclusive jurisdiction over all issues and disputes; (b) all issues and disputes shall be governed by the laws of the State of Maine without regard to the

conflict of law rules of any other state or country; (c) the maximum amount of recovery to which I would be entitled under any and all circumstances will be the amount I paid to DJ for the trip; and (d) if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing below, I acknowledge that I have read and understood the foregoing Terms and Conditions and Assumption of Risk, Release and Indemnification Agreement and I agree to be bound by those terms. I hereby confirm that I assume all risk associated with my participation in the trip and waive any right to seek compensation or damages if I am injured, killed or otherwise damaged as a result of participating in the trip.

Signature of Participant _____ Date _____

Print Name _____

Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18.)

In consideration of the minor named below being permitted by DJ, Inc. to participate in the trip, I further agree to indemnify and hold DJ, Inc. harmless from any and all claims which are brought by, or on behalf of the minor, or by third parties as a result of the activities of the minor during the trip.

Signature of Parent/ Guardian _____

Name of Minor _____

Print Name _____ Date _____

Distant Journeys INC

International hiking tours for the active traveler

P. O. Box 1211 Camden, Maine 04843

207-236-9788 or • 888-845-5781 (toll free) • Fax: 207-536-6569

Email: journeys@distantjourneys.com • www.distantjourneys.com

Please complete and return with registration form via mail, fax or email

Medical Information Sheet

Given the physical nature of the trips offered by Distant Journeys Inc., and the remoteness of some of areas in which we travel during our trips, this medical information form is an important part of ensuring as safe an experience as possible. All information is confidential. If there are any changes to the information you provide below prior to the date of the trip, you will need to provide a new, updated information sheet as soon as possible.

If we have any questions or concerns we will call and discuss them with you. If, based upon your medical information and condition, we feel it is not in your best interest to participate, we reserve the right to decline or cancel your participation in a trip. Under such circumstances, if we have received any payment of the Land Cost, we will refund all such payments in full. We cannot, however, refund any expenses you may have incurred preparing for the trip. Please mail, email or fax completed form.

1. Name _____ What is your general state of health? _____

Trip and date _____ Height _____ Weight _____ Age _____

2. Have you had or do you have any of the following? Check all that apply: Asthma Angina Diabetes

Drug Reactions High Blood Pressure Heart Murmur Arrhythmia Heart Attack

Headaches, Dizziness, Fainting Frostbite or Reaction to Cold Reaction to Heat

Vision or hearing issues Epilepsy Are you pregnant? Other Concerns

Please explain any problems checked above, use additional pages if necessary.

3. Please list *all* medications you currently take including prescription and non-prescription medications, dosage amounts and frequency and purpose/reason for taking.

4. Which medications, if any, do you plan to take with you on the trip? _____

5. Do you have any allergies? Please describe if yes _____

6. Have you experienced reactions to bee stings? If checked, do you carry a bee sting kit?

7. List all serious illness, injuries, surgeries and hospitalizations within the past twenty years (Describe and give approximate dates).

8. Do you have any dietary restrictions or concerns? _____

9. Do you have any other conditions we should know about? _____

I have read all the trip descriptions carefully and fully understand the elements involved. The information above is a complete and accurate statement of the physical factors which may affect my participation in a tour with Distant Journeys. I realize failure to disclose such information could result in serious harm to myself or fellow participants and agree to indemnify and hold Distant Journeys, Inc. harmless if relevant information is not disclosed.

Participants Signature

Date