

# DISTANT JOURNEYS

## TERMS AND CONDITIONS

### RESERVATIONS

A \$375 deposit mailed with your completed application and signed release form will reserve you a place. For immediate confirmation please call. The balance is due 60 days prior to departure. When applying less than 60 days prior to departure, full payment is due upon registration. Checks are preferred. Reservations will be accepted 7 days prior to departure if space is available; however, reservations within 14 days are subject to a \$75 late fee to cover international communications, re-securing hotel reservations, priority mailings, etc.

As confirmation of your deposit, we will send you an invoice for final payment and additional information including travel information, packing list, medical questionnaire, and an application form for travel and trip cancellation insurance. Upon receipt of final payment, you will receive trip rendezvous information and addresses. Returning members receive a 5% discount on most trips.

### CANCELLATIONS AND REFUNDS

Should you find it necessary to cancel, a cancellation fee will apply based on the date we receive written notice:

- Over 60 days prior to departure -\$100
- 60-30 days prior to departure-50% of land costs
- Less than 30 days or failure to show-no refund.

**There will be no refunds or credits for unused portions or uncompleted tours for any reason whatsoever.**

**\*\* PLEASE NOTE** that a few of our 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 reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-up. In this case, all money will be refunded immediately. A trip cancelled due to insufficient sign-up normally occurs no less than one month prior to departure. However, Distant Journeys is not responsible for other expenses incurred by the participant as a result of such cancellation.

### TRIP CANCELLATION 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 or during a trip due to injury, personal or family illness or emergencies, trip cancellation insurance will reimburse non-refundable airfares and non-refundable land costs. It can also cover the costs of emergency evacuations from remote areas. It is possible to purchase travel/trip cancellation insurance policies through any insurance agency or travel agency. Distant Journeys also makes applications available.

### MEDICAL AND HEALTH INSURANCE

Due to the physical nature of our tours, Distant Journeys requires that you have medical and health insurance coverage while participating on our tours. It is possible that the insurance policy you already have will cover you against accident/injury, and loss or damage to personal property while you are abroad. If not, it is possible to obtain a short-term travel insurance policy.

As our tours can be physically demanding and, at times, we can be several hours away from medical facilities, we request each member to complete our medical questionnaire. It is vital that persons with medical concerns make them known to us well before the departure of the trip. The trip leaders have the right to disqualify any member from the group whose physical condition is such that continued participation may jeopardize the individual or group. Refunds are not given under such circumstances.

### TRIPS COSTS

The land costs printed in itineraries are based on current exchange rates and tariffs. Due to fluctuations in currencies and costs of services, Distant Journeys may be forced to increase rates without prior knowledge. Though we will do everything possible to avoid price increases, in the event we do raise prices, you will be contacted in advance of departure and billed accordingly. **Land costs for all trips include** all accommodations, all breakfasts, most dinners, guides, all ski lifts, cable cars, train and bus transfers as specified in detailed itineraries.

## --Terms and Conditions, continued--

**Land Costs** do 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, personal items and services including laundry, insurance, etc. Please see detailed itinerary for specifics.

**Single Supplements:** Accommodations 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 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.

### TRIP GRADES

Trip Grades are noted in the specific itineraries. All trips are well paced with time for sight seeing and rest stops. Participants, however, must be in condition appropriate for the trip. All 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.

**Easy:** Hike 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 gains and losses generally 1,500'-2,500' or about 2 hours.

**Strenuous:** Hike 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:** 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 MEMBERS

Trip members have the responsibility of selecting a trip that is appropriate to his/her abilities and interests. We offer a list of past participants who

can describe their experiences. Trip members are responsible for studying and comprehending the conditions implied in the trip itinerary, supplemental information sent by Distant Journeys, for being in good health, for bringing appropriate clothing, sufficient equipment and specific medications or first aid supplies, and for acting in an appropriate, respectful and safe manner and in accordance with the customs of countries visited.

At the guide's discretion, a member may be asked to leave the trip if the guide feels further participation may be detrimental to or compromise the safety of the individual or the group as a whole.

### LIMITATIONS AND LIABILITIES

Distant Journeys, its owners and guides give notice that they act only as agents for the owners, contractors, and suppliers, providing means of transportation and/or related services and shall not be liable for any delay, mishap, expense, inconvenience, irregularity, bodily injury or death to person or damage to property occasioned through the conduct or default of any company or individual engaged in providing these arranged services. Each of these passenger conveyance companies, tour companies, hotels, restaurants etc. is subject to the laws of the state or country where the service is provided.

Distant Journeys shall not be liable directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to acts of God, weather, quarantines, civil disturbances, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled etc., over that which it has no control.

### DELAYS

Although these 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 members. Any resulting costs will be the sole responsibility of the participant. On advancement of deposit, the payee therefore agrees to be bound by the above terms and conditions.

# **DISTANT JOURNEYS**

## **PARTICIPANT ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of the services of Distant Journeys, a Maine corporation, its stockholders, officers, employees, agents, and all others acting in any capacity on its or their behalf (hereinafter collectively referred to as "D.J."), I hereby agree, indemnify, and discharge DJ, on behalf of myself, my spouse, my children, my heirs, assigns, personal representative and estate as follows:

### **ASSUMPTION OF RISK**

I acknowledge that trekking, hiking, skiing and backpacking entail known as well as unanticipated risks which could result in physical or emotional injury, paralysis, death, or other physical or economic damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. I understand that these risks include but are not limited to slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous animals, insects bites, and hazardous plant life; equipment failure; improper lifting and carrying; and accident or illness without access to means of rapid evacuation or availability of medical supplies, the adequacy of medical attention once provided, or physical exertion for which I am not prepared.

Furthermore, I understand and acknowledge that D.J. employees and guides have difficult jobs to perform; they seek safety, but they are not infallible. While unlikely, they may be unaware of a participant's fitness or abilities, may misjudge the weather, the elements or the terrain, or they may not always be in a position to give adequate warnings or instructions. The equipment on the trip might also malfunction or be used incorrectly. My participation in this trip or activity is purely voluntary, and I elect to participate despite the risks. I agree to be responsible for my own welfare, and I EXPRESSLY ACCEPT AND ASSUME ALL OF THE RISKS RELATED TO THIS TRIP INCLUDING BUT NOT LIMITED TO RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAMA, OR DEATH.

### **RELEASE AND INDEMNIFICATION AGREEMENT**

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless D.J. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of equipment or facilities owned or provided by D.J., including any such claims arising from the negligent acts or omissions of D.J., including any such claims which allege negligent acts or omissions of D.J.

Should D.J. or anyone acting on its behalf be required to incur legal fees and costs to enforce this Agreement, I agree to indemnify and hold it and them harmless for all such fees and costs.

I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the trip; and in the absence of such insurance, I agree to be financially responsible for the costs of such injury or damage.

I certify I have no medical, physical, or emotional condition which could interfere with my safety on this trip; and if such condition should arise during the course of the trip; I agree to assume, and bear the costs of all risks that may result from such condition.

I understand that my application to participate in this trip is subject to acceptance by D.J. and upon acceptance, shall be deemed to be a contract entered into and performed in Camden, Maine. In the unlikely event a legal dispute with D.J. should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) it will be resolved within the exclusive jurisdiction of either the Maine District or Superior Court in Rockland, Maine; (b) it will be governed by Maine law without regard to the conflict of law rules of that or any other state or country; (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the amount I paid to D.J. for this 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.

◆ Please keep this section for your files ◆

**--Release Agreement, continued--**

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 to have waived my right to maintain a lawsuit against DJ on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

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

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**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 D.J. to participate in the trip, I further agree to indemnify and hold D.J. 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.

Name of Minor \_\_\_\_\_

Signature of Parent/ Guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**DISTANT JOURNEYS**

**P. O. Box 1211 Camden, Maine 04843  
207-236-9788 or  
888-845-5781  
fax 207-236-0972**

email: [journeys @distantjourneys.com](mailto:journeys@distantjourneys.com)  
[www.distantjourneys.com](http://www.distantjourneys.com)

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

# Registration Form

Please complete this registration/release agreement and mail with your deposit to:  
Distant Journeys, P.O. Box 1211, Camden, ME 04843 • 207-236-9788 or 888-845-5781 or fax 207-236-0972

**For additional participants, photocopy registration and release agreement**

Name of Trip \_\_\_\_\_ Date of Trip Departure \_\_\_\_\_

Your Full Name \_\_\_\_\_ Preferred First Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Work Phone \_\_\_\_\_

Passport Number \_\_\_\_\_ Place of Issue \_\_\_\_\_

Date of Issue \_\_\_\_\_ Citizenship \_\_\_\_\_

Gender \_\_\_\_\_ Age \_\_\_\_\_ Occupation \_\_\_\_\_

Where or how did you first hear about Distant Journeys? \_\_\_\_\_

Have you been on a previous trip with Distant Journeys? \_\_\_\_\_

Describe your outdoor background (walking, hiking, skiing, etc) \_\_\_\_\_

I am willing to share a room \_\_\_\_\_ I prefer a single room at supplemental cost \_\_\_\_\_

In case of Emergency, please notify \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Relation \_\_\_\_\_

**We strongly recommend that you purchase short-term travel insurance, which includes trip cancellation insurance and medical insurance if your current policy does not cover you while traveling abroad. We require that all participants have medical insurance.**

Name of insurance company \_\_\_\_\_

Address and phone number \_\_\_\_\_

I plan on purchasing medical insurance \_\_\_\_\_ and/or trip cancellation insurance \_\_\_\_\_

**--Registration Form, continued--**

A \$375 deposit per person will reserve your space.

I have enclosed a check for \$ \_\_\_\_\_ Please charge \$ \_\_\_\_\_ to Mastercard \_\_\_\_\_ Visa \_\_\_\_\_

Credit Card number \_\_\_\_\_ Expiration Date \_\_\_\_\_

CVV Number (three-digit security code found on back of card) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please send a Distant Journeys brochure to a friend:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**DISTANT JOURNEYS**

*International hiking tours for the active traveler*

P. O. Box 1211 Camden, Maine 04843

207-236-9788 or

888-845-5781

fax 207-236-0972

email: [journeys@distantjourneys.com](mailto:journeys@distantjourneys.com)

[www.distantjourneys.com](http://www.distantjourneys.com)

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

**--Please complete and return with release agreement via mail, fax or email--**