

# Distant Journeys, INC

## TERMS AND CONDITIONS

**Please read and complete all Registration Forms:**

Terms and Conditions, Registration, Risk Release Agreement, Medical Questionnaire and Covid-19 Release

**Return to:** Distant Journeys, P.O. Box 1211, Camden, ME 04843

Email: [journeys@distantjourneys.com](mailto:journeys@distantjourneys.com); fax: 207-536-6569; [www.distantjourneys.com](http://www.distantjourneys.com)

**Reservations:** Receipt by Distant Journeys, Inc. of a \$500 deposit with your completed Registration Forms will reserve a space on your requested trip, pending availability. For Self-Guided trips, your \$500 per-person deposit is **non-refundable**. Upon payment of the deposit, participants agree to be bound by the Terms and Conditions set forth herein.

You may **book your trip** online through our [Reserve Your Spot](#) link, or by giving us a call at 1-888-845-5781. We request those interested in a self-guided hike please contact us prior to making a deposit. We accept MasterCard, Visa, or AMEX.

As confirmation of receipt of your deposit, we will send you a comprehensive packet of information pertaining to your trip, including our Terms and Conditions, Registration, Risk Release Agreement, Medical Questionnaire, Covid-19 Release, travel instructions, packing list, travel insurance information, and invoice for final payment.

Returning trip participants will receive a 5% discount on most **guided** trips. **Self-guided** trips are not eligible for the discount.

**Payment in full** for our trips is due 90 days prior to departure. When registering less than 90 days prior to departure, full payment is due upon registration.

**Final trip information** including travel details, accommodations list, rendezvous information, and other related information will be sent **once final payment and all forms have been received** and no later than 30 days before trip departure.

### 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 catalog 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:** 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, travel to and from the starting point, passport, visas, airport taxes, medical costs, costs of evacuation from remote areas, individual/optional trains, buses, lifts, or excursions, lunches, beverages, tips to guides or 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 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.

- **Guided Trips:** 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 a room, we will assign you a roommate. If there is no one with whom you can share, in some cases there **is** an extra charge for a forced single room.
- **Self-Guided Trips:** If there is an "odd person out" within a self-guided hiking group and he/she is willing to share a room, we will try to arrange for triple rooms, otherwise the single person cost will apply.

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 based on the date we receive written notice from you of the cancellation.

### Guided Trips:

- *Over 90 days prior to departure - \$250 cancellation fee*
- *90 to 45 days prior to departure – 50% of Land Cost*
- *Less than 45 days prior to departure or failure to show – no refund*

### Self-Guided Trips:

- *Over 90 days prior to departure – forfeit of deposit*
- *90 – 45 days prior to departure – 50% of Land Cost*
- *Less than 45 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 *deposits, payment schedules, and cancellation fees* that are **more stringent**. These exceptions are **clearly** indicated in individual detailed itineraries for each trip, please read the details carefully.

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** prior to 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 you purchase travel insurance covering trip cancellation, trip interruption, baggage loss, 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. provides information about travel insurance companies, but makes no representations with respect to what is covered, applicable deductibles, and limits of coverage, etc. Be sure to confirm, directly with the insurance company, the details about the

insurance you are considering purchasing in connection with one of our trips (i.e., coverage, applicable deductibles, exclusions, and limits of coverage, etc.).

## 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 on one of our trips. It is possible that you already have medical/health insurance that will cover you while you are abroad, but it is your responsibility to find out if you are covered 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 Questionnaire at the time of registration and update the information immediately if it should change prior to the date of the trip. For guided trips, a copy of Medical Questionnaire will be provided to our guides for use in the event of a medical situation or emergency. For all trips, especially self-guided trips, we recommend you have a copy of your Medical Questionnaire with you at all times for reference 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. (continued)

**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

Your Full Name: \_\_\_\_\_ Preferred Name: \_\_\_\_\_

Name of Trip: \_\_\_\_\_ Date of Trip: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell #: \_\_\_\_\_ Home #: \_\_\_\_\_ Work #: \_\_\_\_\_

Email Address(es): \_\_\_\_\_

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

Date of Issue: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Gender: \_\_\_\_\_ DOB: \_\_\_\_\_ Occupation (optional): \_\_\_\_\_

How did you first hear about Distant Journeys? \_\_\_\_\_

Have you travelled with Distant Journeys before, if so which trip(s): \_\_\_\_\_

Please list your prior hiking/walking experience or other significant outdoor experiences.

I will share a room, please match me with a roommate: \_\_\_\_\_; I would like a single room at an extra cost: \_\_\_\_\_.

I am traveling with \_\_\_\_\_ and we prefer two beds \_\_\_\_\_ **OR** a double bed: \_\_\_\_\_.

**Note:** Double beds are not always available, and there are no private rooms available in the refuges. Please see your trip itinerary for specific accommodations details.

**In Case of Emergency** please notify: \_\_\_\_\_ Relation: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Medical Insurance Company: \_\_\_\_\_

Phone Number of Insurance Company: \_\_\_\_\_

We **strongly** urge all participants to purchase travel/trip cancellation insurance and, if necessary, medical insurance. Please check one.

\_\_\_\_\_ Yes, I plan to purchase travel/trip cancellation insurance.

\_\_\_\_\_ No, I do **not** plan to purchase travel/trip cancellation. I have read and understand the Terms and Conditions.

**PAYMENT DETAILS**

You may make deposits and payments online at [www.distantjourneys.com](http://www.distantjourneys.com) or complete the information below.

Enclosed is a check for \$ \_\_\_\_\_ I plan to call with credit card details: \_\_\_\_\_

Please charge my credit card: \$ \_\_\_\_\_ Name on the card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3- or 4-digit code: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature is only required if you include credit card information above)

**PHOTO RELEASE**

My signature below indicates that I give Distant Journeys, Inc. permission to use any image in which I may appear for publications in digital or print format and for any promotional materials.

Participant's Signature for Photo Release: \_\_\_\_\_ Date: \_\_\_\_\_

Please send a **Distant Journeys** Catalog to my friend(s)

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**Distant Journeys, Inc**

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*Our policy: we do not sell, rent, or donate our mailing list.*

# Distant Journeys, INC

## 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 traveling 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, 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.

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.

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

**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: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Name of Parent/Guardian: \_\_\_\_\_

# Distant Journeys, INC

## MEDICAL QUESTIONNAIRE

Given the physical nature of the trips offered by Distant Journeys, Inc. and the remoteness of some of the areas where we travel during our trips, this medical questionnaire 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 must provide a new, updated medical questionnaire as soon as possible.

If we have any questions or concerns, we will contact you. If, based on 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 on a trip. Under such circumstances, if we have received any payment of the land cost, we will refund all payments in full. We cannot, however, refund or give credit for any expenses you may have incurred preparing for the trip.

Name: \_\_\_\_\_ What is your general state of health? \_\_\_\_\_

Trip and date: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Do you have any of the following? Check all that apply: Asthma \_\_\_\_\_ Angina \_\_\_\_\_ Diabetes \_\_\_\_\_ Drug Reaction \_\_\_\_\_

High Blood Pressure \_\_\_\_\_ Heart Murmur \_\_\_\_\_ Arrhythmia \_\_\_\_\_ Heart Attack \_\_\_\_\_ Headaches, Dizziness, Fainting \_\_\_\_\_

Frostbite/Reaction to Cold \_\_\_\_\_ Reaction to Heat \_\_\_\_\_ Vision or hearing issues \_\_\_\_\_ Epilepsy \_\_\_\_\_ Pregnant \_\_\_\_\_

Other Concerns: \_\_\_\_\_

Please describe any problems checked above, using additional pages if necessary:

\_\_\_\_\_

Please list all medications you currently take including prescription and non-prescription, dosage amount, and frequency and the purpose/reason for taking: \_\_\_\_\_

Which medications, if any, do you plan to bring with you on the trip? \_\_\_\_\_

Do you have any Allergies? \_\_\_\_\_ Type of Allergy (medicine, environmental, food): \_\_\_\_\_

Allergen: \_\_\_\_\_ Reaction: \_\_\_\_\_

Last reaction: \_\_\_\_\_ Comments: \_\_\_\_\_

Have you experienced reactions to bee stings? \_\_\_\_\_ If checked do you carry a bee sting kit/EpiPen? \_\_\_\_\_

List all serious illness, injuries, surgeries, and hospitalizations. Describe and give approximate dates:

\_\_\_\_\_

Do you have any dietary restrictions or concerns? If so, please describe: \_\_\_\_\_

Do you have any other conditions we should know about? \_\_\_\_\_

I have read 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 on a trip with Distant Journeys, Inc. I realize failure to disclose such information could result in serious harm to myself or my fellow participants and agree to indemnify and hold Distant Journeys, Inc. harmless if relevant information is not disclosed.

\_\_\_\_\_  
Participants signature – required

\_\_\_\_\_  
Date - required



# Distant Journeys, INC

## PARTICIPANT ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION AGREEMENT

### COVID-19 ADDENDUM

I understand that the World Health Organization has declared the novel coronavirus, also known as COVID-19 (“the novel coronavirus”), a pandemic and that the virus remains active worldwide including in the destination to which I am traveling. I understand that the novel coronavirus is believed to be spread by person-to-person contact, which includes touching a surface that has been contaminated by an infected person. I also understand that someone, e.g., another participant, a tour leader or guide, or other third party could have the novel coronavirus but not show symptoms. As a result, governments and health agencies at all levels (e.g., federal, state, and local) recommend, and in some instances mandate, social distancing and the wearing of face covers and have, in many locations, prohibited the congregation of groups of people. I understand that Distant Journeys, Inc., their associates, and service providers have taken steps to reduce the spread of the novel coronavirus, but cannot guarantee that I will not become infected with the novel coronavirus. Further, I understand that while participating in trips, guided and self-guided, organized and arranged by Distant Journeys, Inc., I may be exposed or become infected. I understand that the risks relating to the novel coronavirus, including contracting the virus, are inherent to my trip, and I assume those risks.

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 Distant Journeys, Inc. to participate in the trip, I further agree to indemnify and hold Distant Journeys, 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 \_\_\_\_\_