

Trip Application Form
Earthbound Expeditions, Booking Office - CPU Box 276431, Rochester, NY 14627-6431
Phone : 716-317-4964 Kathmandu, Nepal : 977-425051

Please print or type all information:

Name of Trip.....Date of Departure.....
Your Full Name (as it appears on your passport).....
Mailing Address.....
City..... State..... Zip.....
Home Phone..... Office.....
Fax..... email.....
Occupation..... Marital Status.....
Sex..... Age..... Height..... Weight.....
Citizenship..... Passport Number..... Place of Issue..... Date of Issue.....
Birthdate (Month/Day/Year)..... Birthplace.....
How did you find out about Earthbound Expeditions?.....
Have you been on previous Earthbound Expeditions trips?..... Yes..... No.....
Which ones? (include year).....
.....I am willing to share a double room.....I prefer a single room at supplemental cost.....Smoker.....Nonsmoker
.....Dietary Restrictions.....

In Case of Emergency please notify:.....
Address.....
Telephone..... Relation.....

Earthbound Expeditions will make all domestic air travel arrangements in the trip country according to the trip itinerary.
..... Seating Preference.....

Please describe your health and extent of your camping, hiking, or other outdoor experience

For two people, please fill out two applications. You cannot participate on a Earthbound Expeditions trip unless we have a signed application from every potential trip member.

Release of Liability and Assumption of All Risks

PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS.

ASSUMPTION OF RISKS

I,....., acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip which I may subsequently transfer to). I am voluntarily participating in the tour or expedition with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats, or other means of conveyance that are not operated or maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Earthbound Expeditions, Inc., or others. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:.....

RELEASE OF LIABILITY

I acknowledge that the cost of all Earthbound Expeditions trips has been based upon Trip Participants executing this *Release of Liability and Assumption of All Risks*. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE Earthbound Expeditions, INC. AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Earthbound Expeditions, Inc. from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Earthbound Expeditions and upon acceptance shall be deemed to have been entered into and to be performed in Tucson, Arizona. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration in the country and state (American Arbitration Association if in the United States of America) of the Earthbound Expeditions office with which this contract is enacted through the; (b) the dispute will be governed by the above said state and country law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Earthbound Expeditions.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading Terms and Conditions attached, especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Executed this..... day of.....

SIGNATURE OF APPLICANT.....(Parent or guardian must sign if applicant is under 21 years of age)

Terms & Conditions - Please read carefully. Your application constitutes your agreement with the following Legal Limitations:

Reservations and payments

You can reserve your place on any trip by submitting an online or paper application along with a deposit of 15% of the trip price. After receipt your application and deposit, we will send you a post-application trip package detailing information about the trip. The balance of the trip Land Cost is due in two equal installments. We require the first installment twelve weeks prior to departure and the second installment eight weeks prior to departure. We reserve the right to cancel the reservation if these payments are not received as stipulated herein.

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.

Earthbound Expeditions 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. Earthbound Expeditions assumes no liability regarding provision of medical care. As a trip member, you receive our health bulletin and a medical certificate which must be filled out by you. A doctor's signature is required if the trip is rated strenuous. Once you have been confirmed on a trip, there are no refunds if your doctor does not approve your medical certificate.

Your obligations as a trip member: By participating in an Earthbound Expeditions trip, you assume certain obligations to Earthbound Expeditions and the other trip members. It is your responsibility to:

- ❖ Understand the conditions implied in the Earthbound Expeditions trip grading system
- ❖ Select a trip (with the help of the Earthbound Expeditions staff) 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 Earthbound Expeditions
- ❖ Bring appropriate gear and clothing as advised by Earthbound Expeditions
- ❖ 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 and not littering.

Trip cancellations, refunds, and transfers

Earthbound Expeditions reserves the right to cancel any trip if sign-up is inadequate to make the trip economically feasible for us to operate. If this happens, we give a full refund of land cost. However, Earthbound Expeditions 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).

If you cancel your trip/reservation, we will charge you the following cancellation fee that will be computed as of the date of our actual receipt of a written cancellation notice:

- Over 120 days prior departure: \$200
- 90 to 120 days prior departure: \$400
- 60 to 89 days prior departure: 30% trip cost
- 30 to 59 days prior departure: 50% trip cost
- 14 to 29 days prior departure: 75% trip cost
- 13 days or less prior departure: total trip cost

During the trip: total trip cost

Note: We are able to accommodate reasonable requests for rescheduling previously booked trips.

Earthbound Expeditions does not give any refunds for unused hotel rooms, meals, sightseeing trips or trek arrangements. Land cost is quoted as a package; credits are not given for services not used.

If you transfer less than 90 days prior to departure, you must pay fees as outlined above (same as cancellation policy). To protect yourself, we recommend that purchase trip cancellation insurance (see below). Some trips may have special cancellation or transfer fees; if so, they will be listed on your trip itinerary.

Trip cancellation insurance

Should you have to cancel your trip due to illness, or death to you or a family member, this insurance protects all your deposits and payments for both air and land cost. Earthbound Expeditions recommends that you purchase this insurance.

Earthbound Expeditions Responsibility

Earthbound Expeditions acts solely as agent for transportation and all other travel services. We assume no responsibility for loss, damage and/or injury to property and/or person, however caused, in connection with any service offered by Earthbound Expeditions and/or associate, employee, including but not limited to that resulting indirectly or directly from: annoyance, acts of God, detention, delays and expenses arising from force majeure, thefts, failure of any means of conveyance to arrive or depart as scheduled, pilferage, strikes, quarantine, civil disturbances, wars, natural and other disasters, discrepancies or change in transit over which it has no control and government regulations/ restrictions. The trip operator has the discretion to make any reasonable changes in itinerary. Our prices are subject to change without prior notice. The airlines concerned are not to be held responsible for any act, omission, or event during the time passengers are not on board the aircraft and/or conveyances. The airline tickets issued by the airlines concerned, when issued, shall constitute the sole contract between the airlines and the purchaser of any of these tours and/or tour members. Submission of your deposit constitutes acceptance of the terms, conditions and release of responsibility by Earthbound Expeditions as stated herein.

Trip Land Costs Include:

Your international airfare is your sole responsibility and is not covered in the price of the trip. The other aspects of your trip that are included in the land cost are: an experienced trip leader, double occupancy in good hotels, meals while trekking, airport transfers, local transport by plane, bus or jeep, sightseeing and entrance fees, guides, cooks, crews, porters, insurance for trekking/tour personnel, trekking/tour fees and permits, and communal equipment as noted. The price is based on the group size as noted on the trip information sheets. Occasionally, we are unable to absorb significant cost increases resulting from international currency fluctuations or higher costs of service overseas. We regret this condition and will do our utmost to avoid raising trip costs. If any trip must be extended due to weather, lack of transportation, political disputes, medical emergency or any other cause beyond our reasonable control, the associated additional costs are not included in the published price. Earthbound Expeditions published trek/tour prices may be subject to unavoidable changes without prior notice.

My deposit constitutes the following Liability Release and Assumption of Risk Agreement:

I acknowledge that I have voluntarily chosen to participate in the trip referenced on the trip application. In so doing, I acknowledge that I may be subjecting myself to dangers and hazards which could result in illness, injury or death. I also acknowledge that there are inherent risks and dangers, which may arise at any time during the trip. I am specifically familiar with and accept the risks of the dangers and hazards referred to in the trip materials, which have been provided to me. I am aware that medical services or facilities might not be available while I am participating in the trip. In consideration of my being permitted to participate in the trip, I agree to assume all risks of illness, injury or death and I hereby indemnify, release, waive and agree not to sue Earthbound Expeditions, any associate or employee for all or any liability to me, to my personal representatives, heirs, assigns and next of kin, for any and all losses, damages or injuries or any claim or demand on account of injury to me or my property, or on account of death resulting from any cause, including negligence of Earthbound Expeditions or others, while I am participating in a trip arranged by Earthbound Expeditions, affiliates, and/or employees. I further agree that I will assume all risk pertaining to my trip and release Earthbound Expeditions or others of all liability for any injury or damage to my body or property or my death due to any negligent failure to obtain or administer appropriate rescue operations in the event of injury or mishap including, but not limited to, failure to obtain adequate medical services, to evacuate or to supply treatment, evacuation or any other emergency services on my behalf as Earthbound Expeditions, associates and/or employees deem essential for my safety and well-being. However, in case of an impending dispute, I also hereby agree that regardless where this contract between myself and Earthbound Expeditions is executed, I will first submit any dispute for binding arbitration to the American Arbitration Association office located nearest to and in the state of the Earthbound Expeditions office with which this contract was executed, or b) if the contract was executed in Nepal then to the Nepalese government legal arbitration office in Kathmandu, Nepal. Secondly, I will submit to the jurisdiction of a court located in the County in the above said State in the United states or Nepal and in the United States District Court for the District of the above said State. I also agree that under any circumstances the maximum recovery entitled to me (in the event of any dispute) will not exceed the land cost pertaining to the trip which I believe is reasonable limitation to compensation in respect to the damages that I may have suffered. As regards to the airline portion of my trip, I will submit the claim directly to the respective airlines involved.

.....
Signature of Trip Member

.....
Date