

TourDirect.org

TRIP REGISTRATION FORM

Please read all four pages before completing and signing your name on page 2.

Name of trip: _____ Departure date: _____

Participant 1, Name: _____ Occupation: _____

Nationality: _____ Passport #: _____

Place of Issue: _____ Date of Issue: _____ Date of Expiry: _____

Participant 2, Name: _____ Occupation: _____

Nationality: _____ Passport #: _____

Place of Issue: _____ Date of Issue: _____ Date of Expiry: _____

Mailing Address: _____ City: _____

State: _____ Zip: _____ Country: _____ email: _____

Phone – Day: _____ Home: _____ Cell: _____

How or from whom did you first hear about TourDirect.org? _____

LIMITATION OF LIABILITY

These paragraphs define our responsibility with respect to all our trips. Please read carefully and sign on page 2. Payment of deposit and signature on page 2, represents an acceptance by the tour member of the terms and conditions. This is a legally enforceable waiver.

TourDirect.org Inc, its Owners, Outfitters, Agents, and Employees give notice that they act only as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and assume no responsibility or liability whatsoever in operation, safety condition and service of aircraft, boat, motor vehicle, hotels, lodges, camps that are used on a *TourDirect.org* tour. *TourDirect.org*, its operators and agents will not be responsible for injury, loss or damage to person or property in connection with any service resulting directly from acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services to adhere to their published schedule and services.

TourDirect.org reserves the right, either prior or during a trip, to make changes in the itinerary where deemed advisable for the comfort, safety and well being of the passengers. This includes, but is not limited to change of hotels, means of transportation (of equal or higher value) or trip leader without advance notice.

Trip Members Responsibilities: Trip members have the responsibility to select a trip appropriate to their abilities and interests. In order to assist you we have a trip grading system and we are happy to discuss the trip with you if you have any questions. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing for the trip by studying the itinerary and pre-departure information packets sent by *TourDirect.org* and for bringing the appropriate equipment as advised therein.

Page 1 of 4

Airline Clause: The airlines concerned with the travel on these trips and their agents are not to be held responsible for any act, omission, or event during the time the passengers are not on board the aircraft. The passenger ticket in use by the airlines when issued shall constitute the sole contract between the airlines and the passenger and/or the purchaser of these tickets. Participating carriers: any IATA or ARC carrier. Money paid to *TourDirect.org* for air tickets is money paid in trust for the airlines and *TourDirect.org* assumes no responsibility for fluctuation in prices or schedule and in the event of a default, clients must look to the defaulting airlines for refunds.

ASSUMPTION OF RISK OF TRAVEL

I am aware that travel, whether in civilized or remote areas and whether by plane, train, auto, boat, or other conveyance, or on foot, skis, horseback, or the like, contains some inherent risks of illness, injury, or death, which may be caused by negligence of others, forces of nature, or other agencies known or unknown. I recognize that such risks may be present at any time before, during, and after the trip that I am participating in under the arrangements of *TourDirect.org* and its agents or associates. I am aware that group travel involves compromise to accommodate diverse personalities, physical abilities of trip members and travel goals. Trip leaders are empowered to make decisions in good faith based on consensus of the group that may not please me personally but be suitable for the group.

I also understand that medical services, facilities, including physicians or other medically trained professionals may not be readily available or be equivalent to those found in industrialized nations. Medical facilities may not be easily accessible during some or all of the time in which I am participating in the trip.

In consideration of, and as part payment for, the right to participate in the trip, and the activities, services, and food arranged for me by *TourDirect.org* and its agents or associates in connection with the trip, I have and do hereby fully assume all risk of illness, injury or death, and hereby release and discharge *TourDirect.org* and its agents and associates from all actions, claims, or demands for damages resulting from my participation in the trip. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators, and all members of my family, including any minors accompanying me.

I have carefully read this agreement and fully understand its contents and legal ramifications. I am aware that this is an assumption of risk for travel and a release of liability to *TourDirect.org* to the maximum extent permitted by law. I also acknowledge that I have carefully read *TourDirect.org* two page "terms & conditions" that is attached, including its policy on trip cancellations, refunds, trip member responsibilities and agree to all stated conditions set forth in the booking information.

This Agreement shall be construed and enforced in accordance with the laws of the State of California, and any dispute hereunder shall be venued in the Superior Court of the County of Marin, or the United States District Court for the Northern District of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

This is a contract between me and *TourDirect.org* and/or its affiliated organizations and I sign it of my own free will.

Signature
Participant 1: _____

Signature
Participant 2: _____

Persons under 21 years of age must have their parent or legal guardian sign this application.

Dated: _____

Date: _____

TourDirect.org

TERMS & CONDITIONS

RESERVATIONS

A \$600 deposit, along with a completed Trip Registration Form, will reserve a place for you. Final payment of Land Cost and Air Fare is due three months (90 days) before departure. All prices are quoted in US dollars. All payments must be made in US dollars.

TourDirect.org reserves the right to decline to accept any individual as a trip member for any reason whatsoever.

TRIP INFORMATION

The following material is sent out to all clients.

Immediately after sign-up:

Confirmation letter, detailed Trip Itinerary, Medical Questionnaire (certificate if trip requires), Insurance Policy, Pre-departure Book containing information on health matters, equipment list, baggage, insurance, visa, suggested reading list.

Three months before departure:

Air itinerary, invoice and reminder for final payment.

One month before departure:

Last-minute information on the trip, air tickets, trip roster rendezvous instructions and maps.

LAND COST

Tier pricing and guaranteed departures:

TourDirect.org tier prices certain group trips in order to guarantee departure with a small number of participants. We initially invoice for the highest tier price (smallest group size). When final group size is finalized 30 days before departure, we will issue a refund if a larger group size has been achieved.

The pricing is based on the number of full-revenue tour members. Not included are staff of TourDirect.org, other Travel Agency/Airline employees, press, or the trip doctor (if applicable).

Share basis for the single traveller

Accommodations (both in hotels, lodges, boats and camps) are based on double occupancy. If you are travelling alone and wish to share accommodations, we will assign you a roommate. If there is no one with whom you can share, you are requested to pay the Single Supplement Fee listed in the Detailed Trip Itinerary for each specific trip.

LAND COST INCLUDES

The following is a generalization of what Land Cost includes. Any variations from this will be listed in the Detailed Trip Itinerary.

In the cities:

Hotels (as listed in the itinerary) with private bath where available, airport transfers for all arrivals and departures, baggage portage, all sightseeing arrangements as indicated in the itinerary, entrance fees, services of the group leader, local guides, permits and continental breakfast.

In the field:

All meals in camps and on boats, services of porters or pack animals (if applicable), guides, cooks, land and water transportation, use of group camping equipment including dining tents, personal tents, cooking gear, foam pads, trekking permits, entry fees to parks.

Throughout the trip:

Medical (\$25,000) and evacuation (\$500,000) insurance. Services of a Tour Leader/Manager on DH group tours.

NOT INCLUDED

Trip cancellation & interruption (full land cost) insurance. Visa fees, lunches and dinners in major cities (to allow for individual choice of restaurants), tips, cost of medical immunizations, excess baggage charges (if any), airport taxes, alcoholic beverages and soft drinks, laundry charges and other items of a personal nature.

Delays during the tour:

If any trip has to be delayed because of bad weather, trail conditions, river levels, road conditions, transportation delays/strikes, government intervention, sickness or other contingency for which TourDirect.org or its agents cannot make provision, the cost of delays is not included.

CANCELLATION AND REFUNDS:

No partial refunds will be given for unused meals, hotel rooms, trekking/camping arrangements, sightseeing, transfers, etc., for any reason whatsoever.

If your air tickets were purchased through our office, you will receive whatever refund is allowable under airline regulations. Please be advised that the most economical, advanced purchase tickets are subject to airline cancellation penalties.

Notification of cancellation must be made in writing to TourDirect.org. At the time we receive written notice that you must cancel your trip, the following fees apply:

Number of days before departure:	Cancellation Fee:
91 days or more	Full Refund
61- 90 days	\$600 per person (the trip deposit)
31- 60 days	50% of land cost
0 - 30 days	100% of land cost

Cancelled Trips

TourDirect.org reserves the right to cancel any trip due to inadequate sign-up, which makes the trip economically unfeasible for us to operate. In such a case, a full refund of Land Cost is given, but TourDirect.org is not responsible for additional expenses incurred by members in preparing for the trip (i.e. non-refundable "Advance Purchase" air tickets, visa fees if applicable, equipment, medical expenses.)

Your airline ticket.

TourDirect.org is not an airline-ticketing agency. However to assist our client base we work closely with a local based ticketing agency and can provide you with competitive airfare if required. When we book your airline reservations, we will obtain the best possible fare for you. Some of you may prefer to pay a higher fare to take advantage of a particularly convenient routing, obtain airline miles, or to have a more comfortable trip in either Business or First Class. Please indicate your preference on the Flight Information form.

A word about budget fares

Remember that "budget" fares may be more expensive than you realize because of restrictions. In many cases, these budget tickets are non-refundable, non-endorsable (valid only on the carrier listed), require advance purchase, are valid only for travel on specific dates, and may involve traveling by an inconvenient routing. If you have to make any changes once you have been ticketed, it could mean that your ticket is completely worthless. Since there is always the possibility of delay when participating in an adventure trip, we do not recommend using fares which impose many restrictions.

Baggage

Most major carriers have "piece & weight" baggage restrictions on flights that vary by the class of ticket purchased, cost of ticket and frequent flyer status with the airline. Variations are considerable and beyond the scope of this document. We strongly recommended that you check with the Airline at the time of booking your seat as to their detailed baggage policy. Excess personal baggage is the responsibility of trip members.

Equipment & Personal Gear

TourDirect.org and its agents provide quality camping equipment such as tents and cooking gear on all treks. A detailed list of recommended clothing and suggested personal equipment is provided specific for each trip and is included in the Pre-departure Information.

HEALTH AND FITNESS

TourDirect.org ensures that the safety, comfort and well being of passengers are the first considerations of our leaders. Although we carry first aid kits, you must be aware that medical facilities for serious problems are often unavailable in the remote areas we visit. Evacuation can be prolonged, difficult, and expensive. TourDirect.org assumes no responsibility or liability regarding provision of medical care. The trip leader has the right to disqualify anyone at any time if the participant is felt to be physically or mentally incapable or is endangering the safety of the group. Refunds are not given under these circumstances.

Personal health is the responsibility of the participant and it is vital that persons with medical problems or dietary restrictions make them known to us no later than 60 days before departure. You must be in good general health. A medical questionnaire will be supplied and must be returned to us well before your trip. For all treks and some tours that spend time at high altitude, a medical certificate (supplied by TourDirect.org) must be signed by a certified Physician. If your physician or our medical consultant feels it is not safe for you to take the trip and your form has not reached us by 60 days prior to departure, normal cancellation fees will apply unless we can fill your spot. Participants must bring a generous supply of any special medications, which they need, and a personal first aid kit. It is understood that TourDirect.org is not a medical facility and therefore has no responsibility regarding medical advice, medications or inoculations, which you and your doctor deem necessary for your safe participation in the trip. TourDirect.org will endeavor to secure the services of a doctor on trips where the need is obvious. Medical attention and drugs will be administered free of charge to trip members by these trip doctors in the field.

Recommended physical fitness varies according to the type of tour. We suggest you read our descriptions carefully and measure them against your past experience. Please call us if you have questions regarding your suitability for a trip.

Trip Physician

We offer a discount of 25% - 40% on the Land Cost of certain trips to qualified physician willing to be the "trip doctor." We prefer that trip physicians be general or orthopedic surgeons, internists, emergency physicians, or general practitioners.