



Trip Application

Wilderness Travel, 1102 Ninth Street, Berkeley, CA 94710-1211 (800) 368-2794

IMPORTANT: Both sides of this form must be completed, signed, and returned as soon as possible to secure your space, even if you have already charged your deposit by phone. If you are mailing your deposit, \$600 per person is due with this application (see page 3 for exceptions)*. If you are signing up fewer than 3 months prior to your trip, the total amount of the trip cost is due. For two or more people, please fill out one application for each person. Please print or type all information.

Your Full Name (**exactly** as it appears on your passport): _____

Nickname/Preferred Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email: _____ Would you like this email to appear on the trip roster? Yes No

Passport Number: _____ Date of Expiration (Month/Day/Year): _____

Birthdate (Month/Day/Year): _____ Citizenship: _____

Gender: _____ Age: _____ Height: _____ Weight: _____

Occupation: _____ Marital Status: _____

I will share a room with: _____ We prefer: 1 Bed 2 Beds

For solo travelers: I prefer a single room at supplemental cost

Please describe your health: _____

Please describe any dietary restrictions: _____

Describe the nature and extent of your recent camping, hiking, or other outdoor experience: _____

How did you find out about Wilderness Travel? _____

In case of emergency please notify: _____ Email: _____

Home Phone: _____ Cell Phone: _____ Relation: _____

Women's: Small (4-6) Medium (8-10) Large (12-14) X Large (16-18) XX Large (20-22)

Men's: Small (36) Medium (40) Large (44) X Large (48) XX Large (52)

Please complete and sign the reverse side of this form. You cannot participate on a Wilderness Travel trip unless we have your signed application.

**Release of Liability, Assumption of All Risks and Binding Arbitration Agreement
(PLEASE READ CAREFULLY—THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS)**

The payment of a deposit represents acceptance by the tour member(s) of this Release of Liability, Assumption of All Risks and Binding Arbitration Agreement.

Wilderness Travel, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors and successors, (collectively Wilderness Travel) does not own or operate any entity that provides, or is to provide, goods or services for your trip including, for example, lodging facilities, yacht and other transportation companies, food service providers, equipment suppliers, local ground handlers, naturalist and certain guides, etc. As a result, Wilderness Travel is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.

Wilderness Travel is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind that may be occasioned by reason of any act or omission beyond its control, including without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, yacht or vessel, local ground handler or guide, whether or not it uses the Wilderness Travel name, financial default or insolvency of any supplier that is, to, or does supply any goods or services for this trip. Wilderness Travel is not responsible for any loss, injury, death or inconvenience due to delay or change in schedule, overbooking of accommodation, default of any third party, attacks by or bites from wild or domestic animals, pests or insects, epidemics or the threat thereof, sickness, the lack of appropriate medical care and/or evacuation to same, if necessary, weather, strikes, acts of God or government, lost or misplaced luggage, acts of terrorism or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond its control.

I am voluntarily participating in this trip (or any trip to which I may subsequently transfer) with the knowledge of the numerous risks and dangers involved including but not limited to negligence on the part of Wilderness Travel (for example, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to selection of suppliers, locations and otherwise). I acknowledge that the enjoyment and excitement of adventure travel, such as this trip, 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, and are a reason for my participation. I agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

Wilderness Travel reserves the right to refuse as a trip participant, or remove, at his or her own expense and without any refund, from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines detracts from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety or otherwise presented to me by Wilderness Travel, the trip leaders, or the local ground handler. Wilderness Travel reserves the right to make route, hotel, itinerary, leader changes and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

BINDING ARBITRATION I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS).

Such proceedings will be governed by substantive (but not procedural) California law and will take place in San Francisco, California. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

MISCELLANEOUS MATTERS Wilderness Travel shall not be liable for expenses such as additional hotel nights and meals not specified in the individual trip itineraries, but which may be required to get to or from a trip start or end; expenses due to the delay of a trip for any reason (e.g., bad weather, trail conditions, landslides, flooding, sickness, etc.); expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad any costs for goods or services not included in the trip inclusions.

PHOTOGRAPHIC RELEASE Wilderness Travel reserves the right to use any photographic records taken on any of our tours, and may use any such records for promotional and/or commercial purposes without payment.

KNOWING AND VOLUNTARY EXECUTION I understand this is a legally binding and enforceable contract and sign it of my own free will. 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. 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 "General Information" of this document, especially noting those regarding cancellation and refund policies, limitations of liability, and responsibility borne by trip participants. This contract is accepted by Wilderness Travel in Berkeley, California.

Signature of Applicant _____

Print Name _____

Dated _____

Signature of Parent or Guardian if Participant is under 18

Dated _____

Please mail this Application with your deposit of \$600, payable to WILDERNESS TRAVEL, or complete the credit card information in order to charge the deposit.

I have already paid my deposit.

Charge deposit to **Visa** **MasterCard** **AmEx**

Card number _____

Exp. Date _____ **SEC Code** _____

Signature _____

General Information

Reservations

We recommend that you reserve your space well in advance since group sizes are limited. To reserve your place on the trip, you can call us at 1-800-368-2794, Monday through Friday, 8:30 am to 5:30 pm Pacific Time and charge the initial \$600 deposit to your Visa, MasterCard, or American Express credit card. Or you can download the Trip Application from our website and mail, email, or fax it to our office with a check or your credit card information.

After we receive your deposit, we will send you a Welcome Packet that includes a letter of confirmation, Detailed Itinerary, optional Travel Protection Plan information, and a Pre-Departure booklet with information needed to prepare for your trip. We will also include forms for you to complete and send back to us, including the Trip Application, with the Release of Liability, Assumption of All Risks, and Binding Arbitration Agreement, and the Medical Form. These forms are required for participation on any trip. We will send a Final Documents packet with rendezvous instructions, a trip roster, emergency contact information, and final trip details approximately three weeks prior to departure.

Payment Schedule*

At time of reservation	\$600
75 days prior to departure	Balance

*Payment schedules for certain trips vary, including but not limited to Cruises, Private Journeys, Extensions, and Special Events. These exceptions are clearly indicated in the Detailed Itineraries for each of these trips.

Prices are listed in US dollars and all payments must be made in US dollars by credit card, check, or wire transfer.

Pricing

To offer the lowest possible price, all of our tours are priced according to the number of full-price participants on the trip. Wilderness Travel staff, trip physicians, or guests of Wilderness Travel (e.g., travel writers, photographers, leaders-in-training) are not included in the tier pricing count.

Your statements will show the highest tier price (smallest group size at which we can operate) until the final payment is due. If the price decreases due to an increase in group size before the trip departs, you will receive a tier refund for the difference.

Prices are per person based on double occupancy and do not include airfare. A full list of what is included and not included in the base trip cost is noted in the trip's Detailed Itinerary. Prices are subject to change as we are occasionally faced with exceptional cost increases or currency fluctuations that we cannot absorb. We do everything we can to keep our prices the same as published.

Please note that for trips in the southern hemisphere such as Patagonia and New Zealand, prices are seasonal. In such cases, the prices quoted in our catalog are for Fall 2019 and Spring 2020 only, and are so noted on the catalog trip page and in the Detailed Itinerary. Prices for Fall 2020 would not normally be available until early 2020.

Single Supplements

Accommodations are based on double occupancy. Participants who request single accommodations (subject to availability) must pay a single supplement fee, which is noted in the Detailed Itinerary.

Cancellation and Transfer Policy

If it becomes necessary for you to cancel or transfer to a different trip, the following fees will apply, calculated from the date we receive a written cancellation notice, which can be sent by email, fax, or standard mail.

Cancellation Fee Schedule*

Up to 91 days prior to departure	No charge!
61-90 days prior to departure	25% of trip cost
46-60 days prior to departure	50% of trip cost
45 days or less	100% of trip cost

*Cancellation and transfer schedules may differ for certain group trips, as well as Cruises, Private Journeys, Extensions, and Special Events. These exceptions are clearly indicated in the Detailed Itineraries for each of these trips.

Cancellation and Transfer Fees apply to the entire Trip Cost, including the base trip cost and any additional costs, single supplement fees, internal airfare, park fees, permits, etc.

Rates are based on group participation and no partial refunds will be given for unused trip arrangements for any reason whatsoever. If you are confirmed on a trip that requires a Medical Form signed by a doctor, normal cancellation penalties apply if your doctor does not sign the form.

Cancelled Trips

Wilderness Travel reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-ups or logistical problems that may impede trip operations. In such a case, a full refund of all land payments is given, which will release Wilderness Travel from any further liability.

If a trip is cancelled due to force majeure (war, labor strikes, earthquakes, flooding, etc.), Wilderness Travel will refund the portion of the trip cost not already advanced to suppliers (hotels, transportation companies, etc.) and use good faith efforts to recover and refund the balance as promptly as possible. However, Wilderness Travel does not guarantee recovery of any or all of the advance payments made, and our use of good faith efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions. Wilderness Travel is not responsible for expenses incurred by trip members in preparing for a cancelled trip (e.g., non-refundable purchase of air tickets, visa fees, inoculations, equipment, etc.) or for any additional arrangements should the trip member depart prior to the scheduled group departure date.

Travel Protection Plan

Wilderness Travel recommends that you purchase travel insurance to help protect you and your travel investment against the unexpected. Wilderness Travel offers a customized Travel Protection Plan through Traveler Insurance Services. Details will be sent to you in your Welcome Packet. You can also learn more at wildernesstravel.com/toucan/travel-insurance.

Trip Member's Requirements

Trip members have the responsibility to select a trip appropriate for their abilities and interests. In order to assist you, we grade each trip with a Trip Level and include a detailed "What the Trip is Like" section in each trip's Detailed Itinerary. Trip members are responsible for preparing for the trip by thoroughly reading the Detailed Itinerary and Pre-Departure booklet and understanding the physical requirements of the trip. Our Area Specialists are available to discuss the fitness level and travel conditions of the trip with you. Wilderness Travel reserves the right, in its sole discretion, to prohibit a trip member from joining or continuing a trip if, in our opinion, the participant is determined to be incapable of meeting the rigors and requirements of participating in the tour activities or if the participant is deemed unfit for group travel. Under these circumstances, refunds will not be given.

Revised: October 21, 2020