



ADVENTURE CONSULTANTS HIMALAYAN TREK BOOKING CONDITIONS

Please read and sign the following booking conditions for your Himalayan trek with Adventure Consultants:

PAYMENTS - For our international expeditions and treks, payments are generally made by wire transfer in US Dollars. Please contact our office or see the trip notes for our US Dollar Bank account details. We can also accept a bank draft in US Dollars.

We can accept payment of your deposit and balance for your Himalayan trek via Visa, MasterCard or Amex. A deposit secures your booking (usually US\$500) and full payment is due 90 days prior to the start date for your trek. We will send you receipts for all payments. All prices are subject to change.

CANCELLATIONS - Once you have paid your deposit your trip is confirmed, subject to payment of the balance of fees owing 90 days prior to your trip commencement date.

- Cancellations outside of 90 days will result in the loss of the trip deposit.
- For cancellations made within 89 - 60 days of the trip commencement date we reserve the right to retain 50% of the full fee.
- For cancellations within 59 days of the departure date a cancellation fee of 100% of the full fee applies.
- We recommend you take out trip cancellation insurance via your travel agent.

This agreement shall be governed by and construed in accordance with the laws of New Zealand. The Courts of New Zealand shall have exclusive jurisdiction in relation to all matters arising under this agreement.

Adventure Consultants reserve the right to change the route, departure date or conclusion date of the trek due to inclement weather, animal health, and political situation or for any other reason. In the event of route changes, changes in the duration of the trip, date changes, postponement, injury, loss or damage the trekker has no right of compensation or refund of payments made (in part or in full).

Neither Adventure Consultants nor the trekker shall be liable for a failure to perform any of its obligations arising from this agreement if such failure is due to an unavoidable or unpredictable event, which is out of the control of Adventure Consultants and the trekker, which came into force after the date of this agreement being signed. Such events include, but are not limited to; war, revolution, riot, embargo, flood, other natural disasters, strikes, lockouts, railway accidents, motor vehicle accidents, air crashes, shipwrecks and explosions.

By signing this agreement I state that I am sufficiently healthy, physically and mentally, to participate in the trek. I acknowledge that I will supply true and accurate information regarding my mental and physical ability. I agree to adhere to the Expedition Code of Conduct (as detailed in the Expedition Team Reference notes). I also agree to keep my personal baggage to 15 kilograms or less in weight and agree to pay all excess baggage transportation charges should I exceed this amount.

I HAVE READ, UNDERSTOOD AND AGREE TO THE BOOKING CONDITIONS DETAILED ABOVE:

Signature: _____ **Date:** _____

Name: _____ (Please print name in capital letters)

PLEASE NOTE: Acceptance of your reservation is conditional on you signing this following liability release;
(Please read carefully)

Adventure Consultants Limited ASSUMPTION OF RISK

I realise that the activities offered, including the travel to and from and within activity locations utilised by Adventure Consultants Ltd (hereinafter known as ACL) inherently involve risks which may result in property damage or loss, serious or fatal injury. I acknowledge that rocks, cliffs, cornices, avalanches, changing snow, ice and weather conditions, river levels, other non specified natural circumstances and / or occurrences and equipment or mechanical failure, and accident or illness in remote places without any or full medical facilities are an ever present hazard when undertaking adventure or alpine activities. I hereby assume all risks and, to the maximum extent permitted by law, release all persons, entities or contractors connected with ACL, and ACL's participants from all liability for any loss or damage and from any claim by me, my family, estate, agents, heirs or assigns arising in any way from my participation in all, and any activities connected with ACL including, but not limited to, any claim whatsoever arising by reason of negligence of ACL, or any entities or contractors connected with ACL. I also acknowledge that ACL accepts no responsibility for the actions of persons and / or companies supplying goods and / or services as part of ACL's activities or any extra costs incurred due to delays or complications beyond our control.

Signature: _____ **Date:** _____

Name: _____ (Please print name in capital letters)