

## **RESERVATION TERMS, CONDITIONS AND DISCLAIMER**

*Thank you for your recent reservation with Protravel Active Adventures, a division of Protravel International, Inc. In an effort to provide the highest level of service to you, we ask that you carefully read the following and thereafter sign this Agreement below. Before doing so, please be advised of the following:*

- *It is always necessary to review to review the terms and conditions of the tour operators, cruise lines, ground operators, airlines, hotel companies, etc., regarding their cancellation and change policies.*
- *While no single travel insurance company can cover all circumstances, Protravel Active Adventures offers its clients access to several reputable insurance companies, as more fully set forth below.*
- *It is recommend (but not required) that you protect yourself by using a credit card for all travel payments. Credit card companies provide the best form of consumer protection against the loss of funds due to supplier bankruptcy or non-delivery of services.*

### **Responsibility.**

*Protravel Active Adventures, and its affiliated companies and their respective employees, officers and directors (collectively “Protravel International Inc”) does not own or operate any entity which is to or does provide goods or services for your trip, including, for example lodging facilities, transportation companies, local ground or destination services operators, including, without limitation, various entities which may utilize the Protravel Active Adventures name, guides, entertainment, food or drink service providers, equipment suppliers, etc.*

*Therefore and consequently, Protravel Active Adventures is not and shall not be liable for any direct, indirect, consequential, or inconsequential damage, costs, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which 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 or safari operator, local ground handler or guide, whether or not it uses the Protravel Active Adventures name, financial default or insolvency of any supplier an/or restaurant which is, to, or does supply any goods or services for this trip. Similarly, Protravel Active Adventures is not responsible for any loss, injury, death or inconvenience due to delay of any third party, attacks by animals, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, force majeure, quarantine, epidemics, criminal activity, or any other cause beyond its control.*

*Baggage is at “owner’s risk” throughout the tour unless insured. The right is reserved to alter or cancel the itinerary, at Protravel Active Adventures’ sole discretion, as it may deem necessary*

*or advisable. Protravel Active Adventures reserves the right to decline to accept or retain any passenger on any of its trips if, in its sole discretion, it deems accepting or retaining any such passenger as being detrimental to the trip. In the event any passenger is removed from the trip, Protravel Active Adventures' only obligation is to refund to that person that portion of the payment allocable to the unused services. Air arrangements are based on airfares which are subject to change. Rates may vary accordingly. Should you change or cancel your air reservation before or after you depart, cancellation penalties may apply. All airfares and conditions are subject to change.*

*All scheduled airline flights are occasionally subject to overbooking, delay or cancellation. If this occurs, Protravel Active Adventures will use its reasonable efforts to assist clients in finding alternative arrangements. Protravel Active Adventures, however, is not responsible for any such events and the costs associated therewith.*

*Unused Services: There is no right to a refund for any unused services.*

*Changes in this Responsibility clause can be made only in writing signed by an officer of Protravel Active Adventures*

*Arbitration: Any and all disputes concerning your trip shall be resolved solely and exclusively by binding arbitration according to the then current rules of the American Arbitration Association in New York City, New York, and any such arbitration must take place in New York City, New York. In any such arbitration, the substantive law of New York will apply.*

### **Terms and Conditions.**

**Deposits:** *A non refundable deposit of 25% of the total cost of the land arrangements is due within 10 days of receiving your confirmed itinerary.*

**Final Payment:** *Full payment is due at least 60 days prior to departure.*

**Reservations:** *Once reservations are confirmed any alteration requested by the traveler is subject to a \$100.00USD administration fee. This covers the cost of the communication and revised planning.*

**Cancellation:** *The following cancellation fees apply: Between 60 and 45 days prior to departure a 50% cancellation fee will be charged. Within 45 days prior to departure 100% of the total value of the program will be charged.*

**Refund:** *Refunds are not granted when clients change itinerary after the departure. Likewise no refunds are granted if clients do not utilize part or all of the services as booked and accepted by the clients.*

**Price:** *All rates are subject to change due to currency fluctuations.*

**Not included:** Prices do not include airport departure taxes, customs and immigration fees, expenses of a personal nature such as laundry, telephone calls, room service and meals other than noted in the itinerary.

**Insurance:** Trip insurance and health & accident insurance are highly recommended. It is the traveler's responsibility to make sure this is in place. It is also the clients responsibility to make sure that all travel documents, i.e. passports and visas, if required, are current and in order.

**Release.**

*I understand and agree that the purpose of the activities to be conducted on this trip are strictly recreational and it is not the function of the participants or leaders to serve as the guardians of my safety. I voluntarily participate in these activities with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury and death. I represent that I am in good physical and mental condition. I accept responsibility for evaluating the demands upon my body and psyche that the activity may subject me to. I agree to indemnify, defend, and hold harmless Protravel Active Adventures (and all of its affiliated companies, officers, directors, and shareholders) from any claim against them which may arise in whole or part from my acts while participating in any reserved activity. I agree that the indemnification, defense and hold harmless obligation shall be binding not only on myself, but on my heirs, executors, conservators, personal representatives, successors, agents, and assigns.*

*I have read this Agreement and fully understand that by signing this form I am binding myself to the legal rights, obligations, releases and indemnifications set forth therein.*

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

\_\_\_\_\_  
**Signature**

**Print:** \_\_\_\_\_

\_\_\_\_\_  
**Witness Signature**

**Print:** \_\_\_\_\_