



## Terms and Conditions

### Cancellation and Refund Policy

All the trips require a non-refundable registration fee of US\$150.00

If you decide to cancel your trip B.A.I. must be notified in writing. If proper written cancellation notice is not received, all amounts paid and any reservations made will be forfeited. You will be assessed a cancellation fee according to the following schedule:

- Full refunds, less registration fee, will be provided 90 days prior to course, trek and expedition date.
- 50% refunds will be provided 60 - 89 days prior to course/trek and/or expeditions date.
- No refunds will be provided 59 days prior to course, trek and/or expedition date. For trips exceeding US \$8,000.00 specialized refund policies may apply.
- All balances are due 90 days prior to departure date unless otherwise specified.
- Participants whose balance are not received by the 90 day deadline as stated above, risk forfeiture of their place on the expedition
- If you wish to transfer from one trip to another, you must notify us in writing and this will take effect upon receipt by us. If we are notified more than 60 days prior to departure, your deposit will be transferred less an administration fee of US \$150.00
- Deposits must be applied to departing not later than one year from time of transfer

### Trip Cancellation Insurance

We highly recommend trip cancellation insurance for all expeditions. Due to the nature of government and operators permits, B.A.I. must adhere to a strict refund policy. Specific brochure cancellation and refund policies may supercede those enumerated above.

B.A.I. will take every care with client's baggage and property, but is not liable for loss, damage or delayed delivery.

B.A.I. acts as an agent for the transport, accommodation and services of the companies supplying this trip.

B.A.I. may not be held liable for non-performance of any such supplier. If the participant is not able or willing to assume the above-mentioned risks, he/she should purchase trip insurance.

### Participant Responsibility

Trip participants are responsible for their own well being. This includes good health and strong physical condition. Participants joining a trek or mountaineering expedition may be required to obtain a physician's release prior to departure. Expedition members are responsible for: knowing all pre-departure information, preparing proper equipment and clothing, conforming to basic standards of personal hygiene (to minimize the risk for travellers diseases) and acting in a considerate manner toward all group members and with respect for each country's customs.

### Air Carrier Responsibility

The air carrier will not be held responsible for any act, omission or event while the passenger is not on board the designate aircraft or terminal conveyance.

Passenger/Airline contracts stand in effect while the passenger is on board each particular aircraft.

This applies to all carriers.

### Conditions of Climbing Expeditions, Courses and Treks

We are committed to helping climbers achieve their personal goals safely and enjoyably.

Berg Adventures International, Inc., its owners, agents, employees, officers, directors, associates, affiliated companies and subcontractors (herein after collectively

Initials: \_\_\_\_\_



# BERG ADVENTURES INTERNATIONAL

referred to as B.A.I, hereby give notice that they act only as agents for hotels, transportation companies, land operators and suppliers of travel services. B.A.I. assumes no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, inn, lodge or hotel which may be used wholly or in part for services to Berg Adventures International, Inc and its clients.

B.A.I., its operators, airlines and agents will not be responsible for any act, error, omission, not for any injury, loss accident, delay, inconvenience, irregularity or damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, government restrictions or failure of any means of convenience to adhere to published schedule.

B.A.I. reserves the right to change the price of, cancel or withdraw any trek, course or expedition for any reason whatsoever prior to departure.

After departure B.A.I. reserves the right to alter or omit any part of the itinerary, to substitute hotel or leaders, to change any means of convenience without notice and without allowance of refund, with liability for increased costs (if any) borne by the trek, course or expedition members.

B.A.I. reserves the right to accept or reject any person as a trek, course or expedition member at any time.

I understand, and I am aware that during the trek, climb, course or expedition in which I am currently participating, or will participate in, under the arrangements of B.A.I., certain risks and dangers may arise including, but not limited to: altitude; steep and treacherous terrain; inclement weather; avalanches, rock fall and other natural occurrences; misuse, failure or loss of equipment; shortage of food or water supply; hazards of travelling in political and unstable areas, the danger of civil disturbances and war; forces of nature; acts or omissions of B.A.I.; travel by boat,

automobile, train, ship, aircraft or other means of convenience; and accidents or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance.

I certify that I am familiar with the dangers, hazards and risks incidents to trekking mountains, climbing expeditions/courses as listed above. I accept and clearly understand that these hazards and risks may result in personal injuries to myself and others, including paralysis and death, and hereby expressly assume all the above risks including the risks of acts or omission of B.A.I., and due hereby expressly agree to hold B.A.I. harmless and defend them against any and all liability.

In consideration of the services furnished me, to be furnished as a member of this trek, course and/or mountaineering expedition I hereby release B.A.I. and all the members of the trek from any and all damages, injuries, losses, or any calls of action which may result in me, my legal representatives or others purporting to exercise statutory or other rights arising out of, or in connection with this expedition. And I hereby assume each and every damage and incident to my participation and agree to indemnify and hold harmless B.A.I. and all members of the trek, courses and/or expeditions against any sums which they, or any of them may be subject to pay in consequences of any claim or demand by or through me, or resulting from my being a member of this trek, course and/or mountaineering expedition.

I agree to all TERMS AND CONDITIONS as stated above.

## **Berg Adventures International**

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Your signature: \_\_\_\_\_

Date: MM / DD / YEAR

Printed Name: \_\_\_\_\_