

# TOUR CONDITIONS

All holidays in this brochure are offered for sale by Trek America Travel Ltd. (hereinafter called 'Trek America', the 'Company' or 'we'), registered office TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL, a member of the TUI Travel PLC group of companies. Certain services may be provided by other direct or indirect affiliates or subcontractors.

TrekAmerica is an equal opportunity service provider operating under a variety of Commercial Use Authorisations and Special Use Permits from the United States National Park Service, the United States National Forest Service, the United States Bureau of Land Management, the Park Service of Canada, the Hopi Indian Nation and the Navajo Indian Nation. All holidays are sold subject to the following conditions:

1) To make a booking you must send us a signed, completed Booking Form, a copy of Exhibit "A" signed and dated by all members of your party or by parents/guardians if any of the customers are under 18 years of age and a non-refundable deposit. You will need to pay a non-refundable deposit of 10% of your selected tour arrangement or UK£125/Euro150/US\$200/AUS\$225/NZD275 whichever is greatest. We will then invoice you for the remainder of the cost, which you must pay not later than 8 weeks before departure. If you book less than 8 weeks before departure, full payment must be made on booking. The booking is not accepted and no contract shall exist between us until the date shown on the confirmation issued by the Company. Notification of cancellation must be made to the Company in writing and will be effective on receipt.

2) Bookings made direct over the telephone, by email/ website, more than 8 weeks before departure will not be deemed accepted until we have received a signed booking form or a completed online booking form, and a copy of Exhibit "A" signed and dated by all members of your party or by parents/guardians if any of the customers are under 18 years of age and we have issued a confirmation. If a signed booking form and all copies of Exhibit "A" are not received within 10 days of the direct booking being made, we will assume you do not wish to continue with your booking and your booking reservation will be released, your deposit refunded and the place will be released for resale. Direct bookings made less than 8 weeks before departure (i.e. when full payment is due on booking) will be subject to the cancellation conditions in clause 5 below regardless of whether a booking form and all copies of Exhibit "A" have been received in our office.

3) If you cancel your booking more than 8 weeks before departure you may transfer your deposit and travel insurance to another holiday in our current programme (provided you are not already booked on it) on payment of a transfer fee of UK£50/Euro60/US\$80/AUS\$90/NZD110, subject to you notifying us in writing within two weeks of your cancellation, telling us which holiday you wish to transfer to and paying the transfer fee. If you subsequently cancel the holiday to which you have transferred, we will retain your full original deposit and transfer fee.

4) It is recommended that reservations for pre and post tour accommodation are made at least one month before the departure date of the tour. If you cancel a hotel reservation that has been confirmed after final payment has been made, and is between 8 weeks and 30 days of departure, then an amendment fee will be charged. These rates are: UK£25/Euro30/US\$40/AUS\$45/NZD50. If a hotel is cancelled within 30 days of departure then the hotel becomes 100% non refundable.

5) If you cancel your booking after you have paid in full the following cancellation charges will be made in addition to the deposit:

- between 43 and 56 days before departure: ..... 50% of the holiday cost
- between 31 and 42 days before departure: ..... 75% of the holiday cost
- 30 days or less before departure (or fail to join the holiday) ..... 100% of the holiday cost

These dates refer to the date we receive written notification of your cancellation. We strongly advise you to take out insurance against irrecoverable cancellation costs.

6) If you are prevented from travelling, you may transfer your booking to another person provided they meet all the requirements relating to that holiday. A transfer fee of UK£100/Euro120/US\$160/ AUS\$180/NZD220 will be payable, and the tour must be paid in full at the time of the change. Additional costs such as airline tickets may

also be payable. Should you transfer your booking to another person, you will both be jointly and severally liable for payment of the holiday price and other associated expenses.

7) If you do not pay the balance of your holiday cost within 8 weeks of departure your booking will be terminated and you will lose your deposit.

8) We will let you know as soon as we can if we are forced to significantly alter or cancel your holiday. In these circumstances you can choose one of the following options:

- a) accept our offer of a replacement holiday of lower cost (if available) and we will refund the difference in cost; or
- b) accept our offer of a replacement holiday of equivalent or higher cost (if available); or
- c) ask us for a refund of the money you have paid.

Please note if you book on a departure that is "guaranteed", in rare instances your tour may run with less than 5 passengers and there will be no forced cancellations.

Your decision about which alternative you accept must be made as soon as possible after we notify you. If appropriate we will also compensate you for the inconvenience unless the alteration or cancellation is because there are insufficient numbers to run the holiday, minimum of 5 passengers, in which event we shall inform you at least 8 weeks prior to departure, or if the alteration or cancellation has come about because of unavoidable, unusual and unforeseeable circumstances beyond our control. If we cancel your holiday, insurance premiums paid to us will be refunded, except in the case of annual insurance that has already covered a risk. We strongly advise you not to incur any non-refundable incidental expenses, e.g. for visas or flights, before we confirm your tour (8 weeks before departure).

9) All prices featured in this brochure are correct at time of print and subject to change. Before booking and not less than 30 days prior to departure the prices featured may change. We reserve the right to impose surcharges once you have booked but no surcharges will be imposed within 30 days of departure and any downward revision in the price will be refunded to you. Surcharges will only be imposed for significant variations in:

- a) transport costs, including the cost of fuel.
  - b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
  - c) the exchange rates applied to the booking.
- Price increases and surcharges will be calculated according to the full extra cost compared to the costs obtained when this brochure was produced and using an exchange rate of £1=US\$1.55. In any event we shall absorb the first 2% of any such surcharge. Any increase to the price that exceeds 10% of the total holiday cost will entitle you to the options outlined in clause 8 above.

10) A general indication is provided in this brochure of the itinerary for each holiday, the type of accommodation used, what is included in the price, passport and visa requirements. Changes in all of these items may be made at any time. The final decisions on itinerary, accommodation and conduct of the tour will be taken by the tour leader appointed by the Company.

11) Any information or advice provided by the Company on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the Company, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.

When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either

- a) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph if your passport is issued after the 26 October 2005) and an Electronic System for Travel Authority (ESTA) (for information visit <http://www.usembassy.org.uk>)
  - b) a valid passport and a valid visa which must be obtained before travel from the US authorities.
- Children and minors wanting to travel to the US must hold their own machine readable passport or e-passport. Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for an ESTA.

12) If any significant changes to the holiday have to be made before departure, we undertake to inform you, and you are entitled to the options detailed in clause 8 above. A 'significant change' is a change of more than 24 hours (12 hours for holidays of 10 days' duration or less) in departure or return timings or other such change to itinerary and services that would reasonably be considered significant.

13) Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. No refunds will be given for services not utilised. It is a fundamental condition of joining any of the holidays described in this brochure that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible. If we are unable to complete the proposed itinerary owing to the reasons stated above, we will either transport you to the end point of the itinerary, or return you to the starting point, or provide an agreed alternative itinerary, and pay compensation for the uncompleted part of the itinerary if appropriate. If a passenger is unable, or does not choose, to complete an itinerary outlined for a holiday, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group.

14) On an active group holiday if you participate in the activities it is necessary that you abide by the authority of the tour leader. The tour leader is not an employee of the Company, however, they are appointed by the Company to guide your tour. The tour leader is not responsible for any activity which you undertake, because you are in the best position to know your own individual competence with respect to any activity you engage in. Completing and signing our booking form and Exhibit "A" signifies your agreement to this, and if you commit any illegal act when on the trip or if in the opinion of the tour leader your behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If you are affected by any condition, medical or otherwise, that might affect you or other people's enjoyment of the trip, you must advise us of this at the time of booking.

15) Before you begin the holiday you must be covered by insurance, which must include adequate cover for baggage, medical expenses and the cost of repatriation, should you become too ill to continue, including helicopter rescue and air ambulance. We recommend an insurance scheme specifically designed for this kind of travel, and we strongly recommend you to use it. Any claims concerning matters for which you are insured must be directed to your insurers.

16) If you have any complaint about the holiday, you must make it known at the earliest opportunity to the tour leader and/or the local representative, who will normally be able to take appropriate action. If you are not satisfied with their response and you feel your enjoyment of the holiday is likely to be significantly affected, you should notify our respective local operations office by phone, and we will do our best to resolve the problem. Please refer to your Trek Tips information which you will receive with your booking confirmation for all necessary contact numbers in case of emergency or complaint. If at the end of the holiday, you feel your complaint has not been properly dealt with, we shall try and agree a settlement with you, but you must first notify us of your complaint in writing within a reasonable period of time, normally within but not necessarily limited to 30 days after your tour's completion.

We can usually sort out any complaints you may have, but if we cannot agree you can take the matter to arbitration administered by IDRS, part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA Ltd, 30 Park Street, London, SE1 9EQ, [www.abta.com](http://www.abta.com). The arbitrator will only deal with your complaint if it relates to a tour and:

- you are claiming up to £5,000 for each person or £25,000 for each booking;
- you contact them within 9 months of the end of your tour; and
- your complaint does not involve major physical injury or illness in excess of £1,000.

This is a cheap and simple way of sorting out complaints and there are limits on the costs you might have to pay. You do not have to appear in person, but can send documents to explain your complaint. If you would like more details please ask our customer service staff. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

17) In any event, you are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent

relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers. Passengers travelling on vehicles owned by the Company are covered by passenger liability insurance up to a maximum of £3 million per group per incident, and by completing our Booking Form you acknowledge that the Company has taken all reasonable steps to safeguard its liability in this respect. Except in instances of personal injury or death, where the Company is found to be liable for damages in respect of its failure to carry out the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally, but not necessarily, be limited to three times the basic holiday price shown on the invoice. Where the damages relate to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be further limited by the EU Charter of Passengers Rights, the Warsaw Convention as amended by the Hague Protocol (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation), or any such statute or regulation as may from time to time amend or supersede any of the above. Copies of the conditions of carriage and any conventions which may apply are available on request. Any independent arrangements that you make which are not part of the holiday are entirely at your own risk.

18) Any flights forming part of the holiday arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. Copies of the conditions of carriage and any conventions which may apply are available on request.

When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's License number 6576. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

The price of your holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. For package holidays that do not include travel by air we provide this security by way of a bond held by ABTA. If you book arrangements other than a package holiday the financial protection referred to above does not apply. We are a Member of ABTA, membership number Y0696. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

In June 2010 the UK Government announced a consultation into replacing Air Passenger Duty on flights departing from UK airports with a Per Plane Duty (PPD). Indications are that this could be launched in Autumn 2010. At this time we are not aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

19) Bookings cannot be accepted from persons under the age of 18 years at the date of the departure unless prior written consent is granted by the Company to the applicant for inclusion in the tour. The Company reserves the right to refuse an application made by a minor without the written consent of a parent or legal guardian having first been obtained, and the Company further reserves the right to refuse bookings from minors solely on account of their age.

20) Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

21) You must carry your proper identification/ proof of citizenship for travel. You should consult your consulate for I.D. or visa requirements. It is your sole responsibility to obtain proper identification/ proof of citizenship required by the destination to which you are travelling. Airlines require all passengers to provide birth date, country of citizenship, form of I.D. that will be used for travel, and emergency contact information. This information must be provided to the Company with your initial reservation or by accessing your account on our website. In all cases, this information must be provided to us no later than 14 days prior to departure or you are subject to cancellation without refund. Citizenship documentation requirements and airline-required information vary by destination/carrier and are subject to change without notice: the Company

assumes no responsibility for such changes or notifying Trip participants of such changes. Passengers who are denied boarding or entry for improper documentation/failure to provide required information will receive no refund. Persons under the age of 18 travelling to an international destination must carry a notarised letter of consent signed by both parents and/or legal guardian.

22) For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the US State Department, tel: (202) 647-5225, or on the web at: [http://travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html).

For medical information, contact the Center for Disease Control, (404) 332-4559, [www.cdc.gov/travel](http://www.cdc.gov/travel).

23) In the United States, the legal drinking age is 21. The Company does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication or the use of illegal drugs. If you are over the legal drinking age and you choose to drink, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. You should also know that the underage use of alcohol or any use of illegal drugs can result in imprisonment.

24) To ensure that your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements including airlines, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your holiday arrangements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply you with a copy of your information held by us; there is a small charge for providing this. We may wish to contact you to get your feedback or to provide details of other products and offers from Trek America Travel Limited and our sister companies. If you would prefer not to be contacted, please write to: Data Management Officer, Trek America Travel Limited, Grange Mills, Weir Road, LONDON, SW12 0NE or e-mail us at: [contact@trekamerica.co.uk](mailto:contact@trekamerica.co.uk).

25) Your participation in this holiday is an acknowledgement by you that you will act as a mature adult and will be responsible for your own decisions. All TrekAmerica tours, but especially those in remote regions, or regions with dangerous wildlife, involve a risk of injury, loss or damage to property, inconvenience and discomfort. By signing this agreement you are acknowledging that you have read and understood this document and agree to assume all risks associated with the tour to the maximum extent permitted by law.

#### LAW AND JURISDICTION – MANDATORY APPLICABLE LAW AND EXCLUSIVE FORUM SELECTION

26) If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Scotland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

Neither the courts of your country of domicile nor the courts of the country where your holiday is to take place nor any other courts shall have jurisdiction instead of or in addition to the courts of the jurisdiction set out above as appropriate, either England and Wales, Scotland or Northern Ireland.

27) Our liability in respect of claims involving death or personal injury

Where the tour is a package within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992, and your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland the following will apply and sets

out our liability (including any limitation as to damages) to you.

We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. Subject to the limitation of damages set forth in this Agreement, we are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- attributable to you;
- attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken
- due to an event which even with all due care could not foresee or forestall.

The release of liability and assumption of risk that you have signed at Exhibit "A" will not be relied upon by the Company or any third party provider of services and we will not seek to exclude your rights to bring a claim or to exclude liability for death or personal injury provided that your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland.

28) In the event that clause 26 of this Agreement is struck down, invalidated or disapproved for any reason whatsoever by any court whatsoever, clauses 26 and 27 shall be severed from the remainder of the clauses of this Agreement, which shall remain valid and enforceable.

29) This clause shall apply where a US court has struck down, invalidated, disapproved or declined to enforce or have regard to clause 26 of this Agreement for any reason whatsoever, or in the event that a claim in respect of death or personal injury is issued or filed, or you threaten to issue or file, in a court within the United States of America and where:

- you have stated your intention in correspondence to issue or file the claim in a US court or have issued or filed court proceedings in a US court; and/or
  - you have issued or filed proceedings in a US court and that court has indicated it will accept jurisdiction, despite the provisions of clause 26 of this Agreement, and for any reason; and
  - the claim is against Trek America Limited, any of the TUI Travel PLC group of companies, or any of the third party suppliers who are responsible for the provision of services in the United States, including, without limitation, Premiere International Corp. the following will apply and sets out our liability to you.
1. The acknowledgement of risk, assumption of risk and responsibility and release of liability as detailed at Exhibit "A" that all the members of your party have signed will apply in full to your contract and Trek America Travel Limited, any of the TUI Travel PLC group of companies, and any of the third parties involved in the provision of services, including but not limited to Premiere International Corp. may rely on the provisions and exclusions of liability contained within this document in its defense of your claim.

2. MANDATORY ARBITRATION: YOU AGREE THAT ANY DISPUTE CONCERNING, RELATING OR REFERRING TO A CLAIM FOR DAMAGES DUE TO INJURY OR DEATH WHICH OCCURS DURING OR IN CONNECTION WITH THE TOUR AND WHERE THAT CLAIM IS COMMENCED OR TRANSFERRED TO US JURISDICTION SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ACCORDING TO THE THEN EXISTING RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN AN ARBITRATION CONDUCTED IN ATLANTA, GEORGIA, U.S.A. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE DELAWARE LAW. THE DISPUTE WILL BE RESOLVED BY A SINGLE ARBITRATOR WHO MUST BE A LAWYER ADMITTED TO PRACTICE IN THE COURTS OF AT LEAST ONE STATE IN THE UNITED STATES AND HAVE A MINIMUM OF FIFTEEN YEARS OF EXPERIENCE IN CIVIL LITIGATION. THE ARBITRATOR SO DESCRIBED WILL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY TO THE DISPUTE SHALL HAVE THE RIGHT ON A SINGLE OCCASION TO VETO THE DESIGNATION OF AN ARBITRATOR SO SELECTED. THERE WILL BE JUDICIAL REVIEW OF THE ARBITRATOR'S DECISION IF EITHER SIDE CAN SHOW PLAIN ERROR IN THE APPLICATION OF LAW OR BE ABLE TO SHOW AN ABUSE OF DISCRETION WITH RESPECT TO FACTUAL FINDINGS. THE PARTIES WAIVE THE RIGHT TO RELY ON ANY STATE LAW OR STATUTE WHICH CREATES AN EXCEPTION TO ENFORCEMENT OF THE REQUIREMENT THAT DISPUTES BE RESOLVED PURSUANT TO ARBITRATION IN THE MANNER SET FORTH HEREIN.

3. IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING BROUGHT BY THE CUSTOMER IN US JURISDICTION, THE PARTIES HEREBY SPECIFICALLY

AND KNOWINGLY IRREVOCABLY AND FOREVER RELINQUISH AND WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

4. WHERE THE CUSTOMER CHOOSES OR THREATENS TO BRING A CLAIM UNDER THIS CONTRACT (OR RELATED IN ANY WAY TO THE TOUR) IN THE US COURTS ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (OR WITH RESPECT TO ANY LEGAL CLAIM WHATSOEVER RELATED TO THE TOUR (INCLUDING ANY CLAIM BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY)) SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

#### EXHIBIT "A"

ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

[Please read carefully!]

I, RESPONSIBILITY: I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER TREK AMERICA TRAVEL, LTD. NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES (COLLECTIVELY "TREK AMERICA"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENCE OR WILFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT TREK AMERICA NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD TREK AMERICA RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, TREK AMERICA IS NOT RESPONSIBLE FOR ANY NEGLIGENCE OR WILFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF TREK AMERICA, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

II. ACKNOWLEDGMENT OF RISK: I understand and acknowledge that my travel in connection with and participation in the travel or vacation package ("Vacation Package" or "Trip") arranged at my request by Trek America may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognise the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realise and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of Trek America or the negligence or participation of other passengers, contractors and/or subcontractors to Trek America. I also recognise and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent

risk of the travel and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behaviour and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of Trek America.

IV. RELEASE OF LIABILITY: In consideration of the services and arrangements provided by Trek America, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Trek America, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENCE ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF TREK AMERICA.

V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Trek America, its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

VI. MEDICAL AUTHORISATION: I hereby authorise any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

VII. MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

VIII. SEVERABILITY: I agree that if any term set forth in this Exhibit "A" is found to be unenforceable, all other terms set forth in this Exhibit A are severable from the terms that are invalidated.

IX. CONFLICT: In the event of any inconsistency or conflict between the terms of this Exhibit "A" and any terms or conditions otherwise applicable to the Trip, the terms of this Exhibit "A" shall prevail.

X. MANDATORY ARBITRATION: I hereby acknowledge that I have read and understood the Mandatory Arbitration provision set forth in paragraph 29 of the Booking Conditions for my Trip and agree to be bound by such provision in the event that a claim in respect of death or personal injury is issued or filed by me or I threaten to issue or file such a claim in a court within the United States of America as set forth therein.

ACKNOWLEDGEMENT: MY SIGNATURE BELOW, PROVIDED EITHER ELECTRONICALLY OR IN HANDWRITTEN FORM, INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. MY SIGNATURE ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY TREK AMERICA, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE.

ONLINE ACCEPTANCE:

"I ACCEPT"

Customer (Date)

Parent /Guardian (Date)  
(Signing for Customer Under Age 18)