



General Release

Esprit Travel Corporation (Esprit), doing business as Esprit Travel and Tours, its officers and directors, agents, employees, and affiliated companies, hereby give notice that they act only as agents for hotels, transportation companies, land operators, and suppliers of travel services, and assume no responsibility or liability whatsoever in connection with the operation of service of any aircraft, motor vehicle, watercraft, other conveyance, inn, lodge, or hotel which may be used wholly or in part, for services to you. All tickets and service vouchers are furnished and issued subject to all terms and conditions under which transportation and/or other services are provided, as offered or supplied by owners, operators, or public carriers in accordance with local laws and regulations.

Esprit, and its agents will not be responsible for any act, error, omission, nor any injury, loss, accident, delay, irregularity, or damage which may be occasioned by any cause whatsoever, including acts of nature, civil disturbance, government restrictions or failure of any means of conveyance to adhere to published schedule. Esprit does not own, operate, or control any of the suppliers of services provided herein and accordingly cannot be held liable or responsible for the actions or defaults of such suppliers.

Esprit reserves the right to re-price, cancel, or withdraw any tour, trek, or expedition for any reason whatsoever prior to departure and after departure, to alter or omit any part of the itinerary, to substitute hotels, or change means of conveyance with reasonable notice, with the liability for

increased costs - if any - borne by the tour members. If tours, treks, or expeditions are canceled due to the acts of insurrection, strikes, acts of God, or any other cause beyond the control of Esprit, refunds will be based on the difference between original tour price and the cost of services already provided, less non-refundable deposits and charges for the cancelled portion. For the welfare of other tour participants, Esprit reserves the right to accept or retain any person as a tour member at any time. Tour and independent travel costs are based on tariffs and quotations issued when the trip/tour was arranged and are based on the purchasing power of the US dollar at such time. Any substantial increase in either this value or the tariffs or rates quoted to Esprit will cause a corresponding adjustment in tour costs. Completion of an Esprit trip application form, submission of deposit and/or acceptance of tour vouchers by individual tour members shall be deemed as acceptance of all terms and conditions by the tour members.

I understand and agree to the above terms and understand and am aware that during the trek, tour, expedition, or other trip or vacation in which I am participating under the arrangements of Esprit, its agents or associates, certain risks and dangers may arise, including but not limited to, the hazards of traveling in mountainous terrain, the forces of nature, travel by boat, automobile, train, ship, aircraft, or other means of conveyance, and accident of illness in remote places without access to medical facilities,

transportation, or means of rapid evacuation and assistance.

In consideration of, and as a part of the payment for, the right to participate in such trek, tours, expeditions, or other activities and the services arranged for me by Esprit and its agents and associates, I hereby release and forever hold harmless and indemnify Esprit and its agents and associates, from any and all claims, whether for property damage or personal injury, which may arise out of or in connection with the tour and all activities connected with the tour and my participation herein. The terms of this agreement shall serve as a release and assumption of risk for myself, my heirs, administrators, executors, and all members of my family, including any minors accompanying me.

This agreement will be interpreted according to the laws of the State of California. Jurisdiction over any dispute arising out of this agreement shall be exclusively in the courts of the State of California. If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties.

CST# 1020919-40

Please sign and return this form to acknowledge you have read and agree to the Esprit Travel and Tours Terms & Conditions and General Release. Please keep a copy for your records.

Today's Date: _____ Trip Name: _____ Trip Dates: _____

Print Name 1: _____ Signature: _____

Print Name 2: _____ Signature: _____

Print Name 3: _____ Signature: _____

Travel Insurance:

Esprit Travel strongly recommends the purchase of travel insurance to provide coverage for any unforeseen situations. Travel insurance is available at travel agencies throughout the U.S. and from many insurance companies. Please contact the insurance company of your choice for further information. Please note that in order to cover pre-existing conditions travel insurance must be purchased within 14 days of payment to Esprit Travel & Tours - for Travel Guard and Access America. Please visit these companies online at www.travelguard.com and www.accessamerica.com for further details You might also wish to visit www.insureyourtrip.com for alternate travel insurance companies.

Please initial the following indicating the insurance program you have purchased:

Access America: _____ Other: _____

Travel Guard: _____ None: _____

Trip cost includes everything outlined in the Final Itinerary. Items not covered are meals not specified in the final itinerary, all drinks, souvenirs, snacks, laundry, telephone calls and other personal items.

Final Payment is due 60 days prior to departure or immediately if departure is within 60 days. The \$350.00 non-refundable deposit is applied to the total trip cost. The final amount due is based on the current exchange rate.—The foreign currency is purchased at the earliest possible opportunity after your final payment is processed. An adjustment in your final price may result should the exchange rate have fluctuated more than one point in either direction.

Fees:

A surcharge will be incurred for arrangements requested within 30 days of departure.

Final Payments not received by due date are subject to \$75.00 late payment fee.

\$100.00 per change after Sketch Itinerary is accepted,

For cancellations 60 days prior to

departure, the following applies:
\$350.00 deposit is non-refundable and non-transferable

Thereafter the following cancellation fees apply:

Thereafter the following fees apply:

- ◆ 59-45 days prior to departure 25% of the tour cost
- ◆ 44-30 days prior to departure 50% of tour cost
- ◆ 29-15 days prior to departure 75% of the tour cost
- ◆ 14 days or less prior to departure 100% of the tour cost

No refund once trip has commenced. There will be no refund for unused services, early departures, late arrivals or missed days of your final itinerary.

Cancellation Insurance:

It is highly recommended that tour participants protect their travel arrangements by purchasing travel insurance. As you may be aware, travel insurance is available at travel agencies throughout the U.S. and

from many insurance companies. Travel insurance forms are sent along with deposit receipt acknowledgement mailing. Please contact the insurance company of your choice for further information about rates and coverage.

LIMITS OF RESPONSIBILITY:

Esprit Travel Corporation purchases transportation, hotel accommodations, restaurant services and other services from various independent suppliers that are not subject to its control. ESPRIT TRAVEL CORPORATION cannot, therefore, be liable for any death, personal injury or other loss that may occur (1) due to any act or omission of such a supplier, or (2) by reason of any other event over which it has no control. ESPRIT TRAVEL reserves the right to adjust U.S. dollar prices, to reflect fluctuation(s) in Foreign Exchange Rates.

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