



# Terms and Conditions for Private Groups

**Tour Inclusions:** As indicated in the registration material.

**Payments:** Placement of a \$250 deposit will hold your place on the tour. Payment of the balance is due 60 days prior to departure.

**Fees:**  
 Within 60 days of departure \$150.00 late booking fee applies.  
 Payments not received by due date are subject to \$75.00 late payment fee.  
 Completed forms received within 30 days of departure date are subject to a \$50.00 administration fee  
 Changes to a booking are subject to \$50.00 change fee.

Your \$250.00 deposit is non-refundable.

Thereafter the following fees apply:

- ◆ 60-45 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 on tour.

**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. We send travel insurance forms with our deposit mailing. Please contact the insurance company of your choice for further information about rates and coverage.

**Claims and Refunds:**  
 Upon cancellation of the transportation or travel services by Esprit Travel Corporation, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to Esprit Travel Corporation for services not received by you will be promptly refunded by Esprit Travel Corporation unless you otherwise advise Esprit Travel Corporation in writing.

**Itinerary:**  
 Actual visits and events will be finalized approximately 30 days prior to departure to allow for the inclusion of special exhibitions, visits and events, and are dependent on the schedules of our overseas colleagues. As such the sample itinerary may vary from the final itinerary.

**Double Occupancy:**  
 All tour prices are quoted for double occupancy.

**Single Traveling Participants:**  
 Single travelers may choose to stay in a single room or to share with another single traveling participant. Should the single traveler share accommodation throughout the tour, the single supplement fee will be refunded upon completion of the tour,

1. A Single Supplement charge will apply for a room which is occupied by one person. A limited number of single accommodations are available for each tour. Single supplements vary by tour. The single supplement reflects both the availability and the size of the rooms.
2. Share accommodations to avoid single supplement charges. Every effort will be made to match you with a same-gender roommate upon receipt of deposit. Please be advised that if there is no one available to share accommodations with you or if a single, twin or triple room must be assigned to you due to last-minute roommate cancellation, availability, incompatibility or for any reason, the single supplement charges may apply. Please note that this charge can be applied to your tour cost at any time, due to any changes in your companion's or roommate's status as a participant.

**Single Occupancy Charge:**  
 On rare occasions, there may be neither single rooms nor appropriate roommates available, making it necessary for a single traveling participant to occupy a twin room. In such a case, Esprit will explain the options available.

**Cancellation by Esprit**  
 Every effort is made to conduct a tour once it has been offered. However, there are situations when a tour must be cancelled. If a tour must be cancelled by Esprit Travel for any reason, there will be a prompt and full refund of any monies paid.

**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 without notice, to reflect fluctuation(s) in Foreign Exchange Rates. ESPRIT TRAVEL also reserves the right to cancel, or withdraw a tour or trek or any part of it; to change means of conveyance without notice; to substitute hotels, and to make such alterations in the itinerary, as it deems necessary or desirable.

**Esprit Travel and Tours**  
**Box 1361 Telluride, Colorado 81435**  
**Tel: 800-377-7481 / 970-728-0161**  
**Fax: 323-373-2397**

**Website: [www.esprittravel.com](http://www.esprittravel.com) E-mail: [info@esprittravel.com](mailto:info@esprittravel.com)**

**Please call Esprit to check on availability before sending in your registration.**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_

**Mail Form to:** Esprit Travel & Tours  
 Box 1361 Telluride, Colorado 81435

## Tour Registration Form

**Method of Payment**

- Visa/Mastercard  
 Check

Make checks payable to Esprit Travel

**My signature below authorizes the charge of my credit card and acknowledges my agreement to Esprit's Terms and Conditions.**

Tour Name: \_\_\_\_\_ Tour Dates \_\_\_\_\_  
 American Express Amount to be charged: \_\_\_\_\_  
 Credit Card # \_\_\_\_\_ Exp. date \_\_\_\_\_

**Signature required to process Deposit**



# 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; prior to final invoice due date, 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 applica-

tion 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.

Health and medical requirements. Esprit Travel and Tours does not discriminate against persons on the basis of disability. We seek, to the extent feasible, to accommodate the needs of persons with disabilities. To that end, all participants are required to report in writing to Esprit Travel and Tours at the time their reservation is made: Any physical or mental condition that may require medical or professional treatment or attention during the tour;

Any condition that may render the participant unfit for travel, or that may require special care or assistance beyond that which Esprit Travel and Tours can provide; Any condition that may pose a risk or danger to the participant or anyone else on the tour;

If, in Esprit Travel and Tours' sole determination, a care-giver is deemed necessary, based on the responses to the above required information, to accompany the participant, the name, relationship, and care-giving credentials of such person shall be provided to Esprit Travel and Tours prior to accepting the participant for the tour. The participant accepts and acknowledges that Esprit Travel and Tours nor any representative thereof can provide care-giver services to any participant for any mental or physical disability. The participant understands that Japan is not a country whose infrastructure is compliant with the provisions set forth in the Americans With Disabilities Act. There are many obstacles to taking a walking tour in Japan. The subways often don't have elevators or escalators, there are rarely handrails on the stairwells, one must repeatedly remove his/her shoes while standing before entering temples and private homes, as there is rarely a place provided to sit or wall to lean on while doing so, and so on.

By booking the tour and participating in it, the participant represents and warrants that he/she is physically and otherwise fit to travel and that the participant will comply at all times with applicable rules, regulations and instructions of Esprit Travel and Tours personnel. Esprit Travel and Tours reserves the right without liability to require a participant to depart from the tour and/or to not accept for participation in a tour a participant, who in the sole judgment of Esprit Travel and Tours is unfit to travel or may require care, even with the required designated caregiver the participant provides, beyond what Esprit Travel and Tours recommends given the conditions of a tour. In the event a participant's participation in the tour is terminated during a tour, NO REFUNDS for any portion will be given.

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.

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

### 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](http://www.travelguard.com) and [www.accessamerica.com](http://www.accessamerica.com) for further details You might also wish to visit [www.insureyourtrip.com](http://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: \_\_\_\_\_