



Myths
and Mountains

Journeys of a Lifetime

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M E M B E R



Integrity in Travel

TRIP REGISTRATION FORM

Please print all information and mail with your 25% per person deposit and copy of the front page of your passport (with photo). Make checks payable to *Myths and Mountains, Inc.* A second payment of 25% pp is due 120 days prior to departure. The balance is due 60 days prior to departure. Be sure to read the General Terms and Conditions prior to filling out this registration form. Your registration is not complete until you have read and signed: the General Information, Terms and Conditions; Limitation of Liability; and Release and Assumption of Risk form.

Name of Trip _____ Departure Date _____
Name (as it appears on your passport) _____
Mailing address _____
City/State/Zip _____
Phone (day) _____ (evening) _____ Fax: _____
E-Mail: _____
How did you hear about us: _____

GENERAL INFORMATION

Occupation: _____
Citizenship/Nationality _____ Passport Number _____

Note: Be sure to check your expiration date and renew your passport if it expires within 6 months of travel!

Place of Issue _____ Date of Issue _____ Expiration Date _____

Birthdate _____ Birthplace _____

In case of emergency please notify: (include address and phone) _____

Please list previous Myths and Mountains trips (indicate year) _____

Age _____ Gender _____ Height _____ Weight _____

Please circle: Tee Shirt (S, M, L or XL)

Non-smoker _____ Smoker _____

Dietary Preference: Vegetarian: _____ Please circle: _____ No red meat/chicken/fish

Non-Vegetarian _____

State of health _____

Drug or food allergies? _____

Describe your outdoor background and regular physical activity: _____

I am willing to share ___ a double room, ___ a twin room, ___ tent. I prefer a single room _____ (additional fee applies)

Initial here if you would like Myths and Mountains to automatically charge your card on file second and final payments. We will send you a statement once payment has been remitted. _____

PLEASE BE SURE TO INITIAL & SIGN PAGE SIX

GENERAL INFORMATION, TERMS AND CONDITIONS

COSTS

Costs are based on double occupancy. If you are traveling alone and wish to share accommodations, we will attempt to match you with a roommate, if one is available. If none is available, a single supplement fee will be applicable.

Please refer to your detailed itinerary for cost inclusions and exclusions.

The cost of your trip is subject to increase: Tour costs and/or land costs are subject to increase without prior notice, **even after you have signed up on the trip.** We publish our prices well in advance of trip departures. Between that time and the time of the trip's actual departure, we are occasionally faced with significant cost increases that we cannot absorb – i.e. international currency fluctuations or increases in the cost of services overseas. We regret this situation, and we do everything we can to avoid raising prices, but sometimes it is unavoidable. Trip costs may also fluctuate depending on number of participants. Myths and Mountains can operate trips with less than the stated participation minimum, but additional costs will be absorbed by the participants.

RESERVATIONS AND PAYMENT SCHEDULE

- To reserve space on a trip: submit a registration form and signed liability form with a 25% deposit.
- A second payment of 25% is due 120 days prior to departure.
- The balance is due 60 days prior to departure.

CUSTOM TRIPS CHANGE FEE

If you request a change to your itinerary less than 45 days prior to your departure, and that change affects hotels or transportation, a \$50 administrative fee will be charged for each day of the itinerary affected. This fee will be applied in addition to any other costs incurred because of the change. In the event of extraordinary circumstances, Myths and Mountains retains the right to allow or disallow trip postponement based on a case by case analysis of every client's circumstances.

CANCELLATIONS/REFUNDS

Air Tickets: Refund subject to airline cancellation rules and procedures.

Land Portion: Refund on the land cost will be given according to the following schedule:

| Number of days prior to departure that written notice of cancellation is received in office | Applicable Cancellation Fee |
|---|-----------------------------|
| 61 days or more prior to departure | \$750 per person* |
| 45-60 days prior to departure | 50% of the land cost *, ** |
| 45 days or less to departure | no refund |
| At or after departure | no refund |

*\$250 of which will be applied toward a future trip booked within one year of written cancellation.

**Minimum cancellation charge will be \$750 even for trips with land cost less than \$1500

GENERAL INFORMATION, TERMS AND CONDITIONS (cont.)

- Myths and Mountains reserves the right to accept or reject all trip registrants and participants at its complete discretion.
- Once a trip has started, refunds will not be made for missed arrangements for any reason whatsoever.

CANCELLED GROUP TRIPS: Myths and Mountains, Inc. reserves the right to cancel any group trip due to inadequate sign up, which makes the trip economically infeasible to operate. A full refund of land cost is given. Myths and Mountains is not responsible for additional expenses incurred by members in preparing for the trip, such as non-refundable air tickets, visa fees, etc. However, Myths and Mountains can provide custom trip services for those who still wish to travel at normal custom trip charges.

MEDICAL AND HEALTH

Participants are held responsible for being in sufficiently good health to undertake the trip. Myths and Mountains reserve the right to require a participant to provide a physician's certificate prior to being accepted on a trip. It is vital that persons with medical problems make them known to us well before departure. We ask that every participant carefully complete the medical form. The trip leader has the right to disqualify anyone at any time during the trip if s/he feels the trip member is incapable of continuing and/or if a trip member's continued participation will jeopardize the safety of the group. Refunds are not given under such circumstances. Although Myths and Mountains will endeavor to secure the services of a doctor on every trip where the need is obvious, we assume no liability regarding the provision of medical care.

LIMITATION OF LIABILITY

Myths and Mountains, Inc., its owners, 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 or service of any aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel which may be used wholly or in part, for services to Myths and Mountains, Inc.'s trip members. Myths and Mountains, Inc. its operators, airlines, and agents will not be responsible for any act, error, or omission, nor for any injury, loss, accident, delay, inconvenience, 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.

Myths and Mountains, Inc. reserves the right prior to departure, and after departure, to re-price, cancel, or withdraw any tour, trip, or expedition for any reason whatsoever, and to alter or omit any part of the itinerary, to substitute hotels or leaders, or to change any means of conveyance without notice and without allowance of refund, with the liability for increased costs - if any - borne by the trip members. If tours, treks, or expeditions are canceled due to acts of insurrection, strikes, acts of God, or any other cause beyond the control of Myths and Mountains, Inc., refunds will be based on the difference between the original trip price and the cost of services already provided. Myths and Mountains, Inc. reserves the right to accept or reject any person as a trip member at any time.

PARTICIPANT RESPONSIBILITY. Trip members assume the responsibility to select/design a trip most appropriate to their physical abilities and interests. Members are responsible for being in sufficiently good health to undertake their trip and may be required to obtain a physician's release to participate in the trip. Members are also responsible for studying all pre-departure information; for bringing all detailed equipment and clothing; for conforming to standards of personal hygiene to minimize the risk of traveler's disease - as set by the trip leader; for acting in a manner considerate of fellow group members and the countries visited. Smoking is not

permitted in buses, cars, below decks on boats, tented camps, and other designated non-smoking areas.

AIRLINE RESPONSIBILITY. The airlines concerned are not to be held responsible for any act, omission, or event during the time passenger is not on board their planes or conveyances. The passenger contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of their programs and/or passenger. Similar responsibility as noted above applies to all types of carriers.

**TRIP MEMBER'S AGREEMENT REGARDING COMPLETE ASSUMPTION OF RISK
OF TRAVEL AND RELEASE OF MYTHS AND MOUNTAINS, INC. LIABILITY**

I ACKNOWLEDGE THE RISK AND HAZARDS OF TRAVEL IN REMOTE AREAS WHERE INJURY, DELAY OR UNANTICIPATED EVENTS MAY OCCUR. BY SIGNING THIS STATEMENT I ACCEPT RESPONSIBILITY FOR MY OWN WELFARE AND WAIVE ANY FUTURE CLAIMS AGAINST MYTHS AND MOUNTAINS, INC., FOR LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I acknowledge and agree that by participating in a Myths and Mountains, Inc., tour, trek, expedition, or vacation, I am doing so willingly and of my own volition. I understand that travel to Myths and Mountains, Inc. destinations may entail risks (and rewards) above and beyond those encountered in travel to destinations in the industrialized world. By signing below, I unconditionally accept, acknowledge, understand, and agree to fully assume all of the above risks inherent in travel to Myths and Mountains, Inc. destinations as such risks are described below. By signing below, I fully agree to release Myths and Mountains, Inc. from all liability in connection with my tour, trek, expedition, or vacation.

I understand that I am undertaking travel to remote geographical areas located in lesser developed countries where, among other things, a sense of urgency, attention to detail, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of infrastructure development, telecommunications facilities, methods of conducting business, medical evacuation, etc. may be deemed unsatisfactory and/or not equivalent to those found in the industrialized nations. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or availability of prescription type drugs, may not be possible. I fully release Myths and Mountains, Inc. from any and all liability in connection with the foregoing.

I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. I have been advised that my tour leader may be required to improvise and exercise his or her good-faith discretion and/or make decisions based upon the consensus of the group which may not please me personally but satisfy the larger desires of the group. I acknowledge and accept these aspects of group travel.

I accept the fact that as an integral part of travel to Myths and Mountains, Inc. destinations the following situations may and oftentimes do occur: delay; partial or complete changes in timing or routing of itinerary; changes in grades of lodging or camping accommodations; modes or quality of air, land, and/or sea transport. I understand that in most, if not all, instances these situations are due to geographical, physical, governmental, or other restrictions beyond the reasonable control of Myths and Mountains, Inc. I understand that in the event that situations like the foregoing arise during my Myths and Mountains, Inc. trip, Myths and Mountains, Inc., may have to make last minute changes of decisions to address the changed circumstances. I agree to release Myths and Mountains, Inc. from any and all liability whatsoever in connection with

such decisions, provided they are entered into at the time by Myths and Mountains, Inc. with a good faith business justification. I understand and agree that Myth and Mountains, Inc. cannot and does not guarantee a verbatim compliance with the itinerary and itineraries that have been furnished to me. I fully release Myths and Mountains, Inc. from any and all liability in connection with the foregoing.

I am aware that travel may entail risks including but not limited to the hazards of traveling in politically unstable areas, the perils of civil disturbances and war, terrorism, the forces of nature, arbitrary or capricious itinerary changes mandated by governmental authorities or private concerns, and accidents caused by acts either beyond the control of Myths and Mountains, Inc. or the negligent acts of third parties. I fully release Myths and Mountains, Inc. from any and all liability in connection with the foregoing.

I understand that Myths and Mountains, Inc. contracts with a network of business firms, governmental agencies, and individuals for field services. These businesses, firms, governmental agencies, and persons may include United States or foreign-based companies, subcontractors, business concerns, agents, employees, and associates (all of whom shall be referred to as "third parties"). To the best of Myths and Mountains, Inc.'s knowledge such third parties are qualified to perform the tasks for which they have been retained.

I understand, however, that Myths and Mountains, Inc. cannot fully supervise or guarantee the performance of such third parties because of, among other things, remote geographic locations, lack of telecommunication facilities, time constraints, and governmental restrictions. Therefore, I knowingly assume this risk and I fully release and hold harmless Myths and Mountains, Inc. from any and all liability for all of the acts or omissions of all such third parties unless Myths and Mountains, Inc. has been shown to be reckless in its dealings with or reliance upon such third parties.

I agree that this Complete Assumption of Risk of Travel and Release of Myths and Mountains, Inc. Liability shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Myths and Mountains, Inc. from any and all liabilities to the maximum extent permitted by law. I further agree to fully indemnify Myths and Mountains, Inc. for all of its costs, expenses, damages, etc. (including attorneys' fees), arising from or attributable to any claims or actions arising from my travel with Myths and Mountains, Inc. and which claims or actions are specifically released by me in this document.

I agree to fully indemnify Myths and Mountains, Inc. for all costs including attorney's fees if I commence an action or claim against Myths and Mountains, Inc. based upon claims I have previously released or waived by signing this form.

TRIP MEMBER'S AGREEMENT REGARDING COMPLETE ASSUMPTION OF RISK OF TRAVEL AND RELEASE OF MYTHS AND MOUNTAINS, INC. LIABILITY

I acknowledge that the cost of all Myths and Mountains, Inc. trips has been based upon Trip Participants executing this Complete Assumption of Risk of Travel and Release of Myths and Mountains, Inc. Liability. I have voluntarily agreed to participate in a Myths and Mountains, Inc. trip and willingly execute this document. I absolutely understand its contents and legal ramifications, especially those pertaining to my full assumption of the risk of travel and my release of Myths and Mountains, Inc. from any and all liability to the maximum extent permitted by law.

I confirm that I have read, fully understand, and agree to all of the terms and conditions contained in General Information, Terms, and Conditions; and Limitation of Liability, especially noting the policies on cancellations and refunds, limitations of liability, participant responsibility, and airline responsibility. I also confirm that I will have fully read and understood my responsibilities as outlined in the *Pre-departure information* prior to trip departure and consulted a physician about appropriate medical preparation. Additionally, s/he will have certified that I am physically able to do this trip.

I understand that all trip registrations are subject to acceptance by Myths and Mountains, Inc. in Incline Village, Nevada, USA.

I agree that in the unlikely event that a dispute of any kind arises between myself and Myths and Mountains, Inc. the following conditions will apply: (a) The dispute will be submitted to a neutral third party mediator in Reno, Nevada, with both parties splitting equally the cost of such mediator. If the dispute cannot be resolved through mediation then (b) the dispute will be submitted for binding arbitration to the American Arbitration Association in Reno, Nevada; (c) the dispute will be governed by Nevada law; and (d) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the sum of the land and air cost of my trip with Myths and Mountains, Inc. I agree that this is a fair and reasonable limitation on the damages, of any sort whatsoever, that I may suffer.

_____ (INITIAL)

I agree that in the event any part or portion of this Trip Member's Agreement Regarding Complete Assumption of Risk of Travel and Release of Myths and Mountains, Inc. Liability is found to be void or unenforceable, then such part or portion will be stricken but the rest of the Agreement will be given full force and effect.

DATED: _____

SIGNATURE*: _____

(Parent or guardian must sign if applicant is under 21 years of age)

***Your signature gives us permission to release medical information in case of an emergency.**