Myths and Mountains
Journeys of a Lifetime
976 Tee Court, Incline Village, NV 89451 ✍ Tel: (800) 670 - 6984 or (775) 832-5454 ✍ Fax: (775) 832-4454
Web Page: www.mythsandmountains.com ✍ E-Mail: travel@mythsandmountains.com

MEMBER ASTA American Society of Travel Agents
Integrity in Travel

TRIP REGISTRATION FORM

Please print all information and mail with your 25% (35% for Galapagos) 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 (90 days for Galapagos). 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, initialed and signed: the General Information, Terms and Conditions; Limitation of Liability; and Release and Assumption of Risk form.

Please print clearly and fill out all fields COMPLETELY.

Name of Trip:_____ Departure Date:_____

Name (**as it appears on your passport**):_____
I prefer to be called:_____
Mailing address:_____
City/State/Zip:_____
Phone (home):_____(cell):_____(work):_____
E-Mail(s):_____
Occupation:_____ How did you hear about us:_____
Passport Number:_____ Citizenship/Nationality:_____
Issue Date:_____ Expiration Date:_____
Place of Birth:_____ Place of Issue:_____
Note: Be sure to check your expiration date and renew your passport if it expires within 6 months of travel!
In case of emergency please notify: (please list name, phone, e-mail, & relationship to you)
_____
Please list previous Myths and Mountains trips: (indicate destination & year)
_____
Age:____ Gender:_____ Height:_____ Weight:_____ Are you a Smoker: Yes No
Please circle your Tee Shirt Size: (S, M, L or XL)
Dietary Preference (please circle): Vegetarian No Restrictions Other:_____
State of health:_____
Drug or food allergies:_____
Describe your outdoor background and regular physical activity:
_____
Please indicate by circling **Room Preference**: Single (fee applies) Double sharing a bed Double with 2 beds

Insurance Waiver

I have been offered baggage, accident, medical and Trip Cancellation insurance (**PLEASE CHECK ONE**)

_ Do intend to purchase insurance
_ Do not intend to purchase this insurance Initial_____

PAYMENTS: It is extremely important we receive payments on time, so we may pay our vendors on your behalf. Late payments could lead to air and hotel reservations being released. Therefore, Myths and Mountains, Inc. **will automatically charge your card on file*** for your second and final payments. After each payment has been charged, we will send you a statement reflecting the payment.

****If you do not want Myths and Mountains automatically to charge your card, please check here.*** □

PLEASE REMEMBER TO SIGN BOTH PAGES FOUR & FIVE AND SEND THEM TO US WITH THIS INFORMATION PAGE

If you wish us to automatically charge your card, but then change your mind, simply advise us ***in writing*** by mail or e-mail travel@mythsandmountains.com.

GENERAL INFORMATION, TERMS AND CONDITIONS

- 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.

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 Release, Assumption of Risk and Binding Arbitration from with a 25% deposit (35% for Galapagos).
- A second payment of 25% is due 120 days prior to departure.
- The balance is due 60 days prior to departure. (Exception: 90 days prior for Galapagos)

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.

CANCELLED GROUP TOURS: 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.

PARTICIPANT OBLIGATIONS: Members are 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; for complying with instructions of 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.

GROUP TRAVEL: 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.

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. Myths and Mountains assumes no liability regarding the provision, quality or availability of medical care.

RELEASE, ASSUMPTION OF RISK AND BINDING ARBITRATION

Myths and Mountains, Inc., its employees, shareholders, officers and directors (collectively "Myths and Mountains") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground operators, including, without limitation, various entities which may utilize the Myths and Mountains name, guides, sightseeing companies, entertainment, food or drink providers, equipment suppliers, etc. As a result, Myths and Mountains is not responsible for any negligent or willful act or failure to act of any such person or entity. In addition, Myths and Mountains is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control.

Without limitation Myths and Mountains is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, local groundhandler or guide, whether or not it uses the Myths and Mountains name, financial default or insolvency of any supplier which is to, or does supply any goods or services for this trip. Similarly, Myths and Mountains is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, attacks by animals, injury or death while on activities sponsored by lodging facilities or by other third parties, sickness, the lack of appropriate medical care and evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control.

Assumption of Risk.

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 services and the ability to evacuate to same, etc. may be unsatisfactory and/or not equivalent to those found in 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 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, criminal activity, accidents caused by acts either beyond the control of Myths and Mountains or the negligent or willful acts or failures to act of third parties, and/or by Myths and Mountains' own negligence. I assume all such risks and release Myths and Mountains from any and all liability in connection with the foregoing.

Miscellaneous.

Myths and Mountains reserves the right prior to departure, to reprice, cancel, or withdraw any tour, trip, or expedition for any reason whatsoever, and at any time 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. No refunds are made for missed trip features. Myths and Mountains reserves the right to accept or reject any person as a trip member at any time. All trip registrations are subject to acceptance by Myths and Mountains in Nevada.

Severability.

If any provision of this Agreement is held invalid or unenforceable by any tribunal in a final decision from which no appeal is or can be taken, such provision will be deemed modified to eliminate the invalid element and, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification.

Binding Arbitration.

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, this Release, Assumption of Risk and Binding Arbitration contract, the brochure, or any other information relating in any way to the trip, or to the trip itself shall be resolved exclusively by binding arbitration in Reno, Nevada in accordance with the then existent commercial rules of the American Arbitration Association. In any such arbitration the substantive (but not procedural) law of Nevada will apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

I acknowledge that the cost of all Myths and Mountains trips has been based upon Trip Participants' executing these Terms and Conditions, Release, Assumption of Risk and Arbitration agreement. I have voluntarily agreed to participate in a Myths and Mountains trip and willingly execute this document. I understand its contents and legal ramifications. I agree that these Terms and Conditions, Release, Assumption of Risk and Binding Arbitration agreement shall be legally binding upon myself, all minors under the age of 18 traveling with me, my heirs, successors, assigns, and legal representatives.

_____ _____

Signature Date

(Parent or guardian must sign if applicant is under 18 years of age)

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

*****CONTINUES ON NEXT PAGE*****

REFUND POLICY

CANCELLATIONS/REFUNDS

- **International Airfare/Air Tickets:** Refund subject to airline cancellation rules and procedures.
- **Land Portion & Internal Air*:** Refund will be given according to the schedule outlined below.

NOTE: **Minimum cancellation charge is $750** even for trips with land cost less than $1500.

Number of days prior to departure that **written notice** of cancellation is received in our office.	**Applicable Cancellation Fee**
61 Days or more prior to departure date	**$750 per person** *plus any varying non-refundable pre-payments we have made in advance on your behalf (i.e. Penalties incurred for cancelling air, deposits paid to hold reservations, etc.)***
45-60 Days prior to departure date	**50% of the land cost** *plus any varying non-refundable pre-payments we have made in advance on your behalf (i.e. Penalties incurred for cancelling air, deposits paid to hold reservations, etc.)***
44 Days or less	**No refund****
At or after departure	**No refund****

*Internal Air refers to flights included in your itinerary, as necessary transportation in country or between countries. This also includes transportation to and from Bhutan.
**$250 of which will be applied toward a future trip booked within one year of written cancellation.

I have read and acknowledge the Refund Policy of Myths and Mountains, Inc. as clearly stated above. 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 18 years of age)