

VentureOut TRIP ENROLLMENT FORM

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IMPORTANT: Both sides of this form must be completed, signed, and returned as soon as possible in order to secure your space. A space is not considered booked until we receive this application form. A deposit of \$400 per person is due with this application unless you are signing up less than 4 months prior to your trip, in which case the first and second deposits are due. In this case, please check with us regarding the exact amount due. Full payment must be sent for sign-ups less than 60 days before the trip. Payments may be made by check to Venture Out or by credit card (Visa, Mastercard, Discover, American Express) with the credit card details entered on the reverse side of this form. For two or more persons, we require one application for each participant (please photocopy application if necessary). Thank you.

Name of Trip _____ Start Date _____

Your Full Name (as it appears on your passport) _____

Mailing Address _____

Home Phone _____ Cell Phone _____

Email address _____

Occupation _____ Citizenship _____ Gender _____

Birthdate (Month/Day/Year) _____ Birthplace _____

Passport Number _____ Date of Expiration (**very important**) _____

- I am willing to share a double room (with _____).
- I prefer a single room at supplemental cost.

In case of emergency please notify: _____

Address _____

Telephone(s) _____ Relation _____

Important Dietary Restrictions _____

How did you come to learn of VENTURE OUT? _____

PLEASE COMPLETE THE REVERSE SIDE OF THIS APPLICATION FORM. FOR TWO OR MORE PERSONS, PLEASE PHOTOCOPY BOTH SIDES AND SUBMIT MULTIPLE APPLICATIONS. YOU CAN NOT PARTICIPATE ON A VENTURE OUT TRIP UNLESS WE HAVE A SIGNED APPLICATION FROM EVERY POTENTIAL TRIP MEMBER.

PLEASE MAIL THIS APPLICATION WITH YOUR DEPOSIT OR FULL PAYMENT (CHECK PAYABLE TO "VENTURE OUT") OR ENTER YOUR CREDIT CARD INFORMATION ON THE REVERSE SIDE OF THIS FORM.

Please inform the following persons about Venture Out's trips:

Name _____ Name _____

Address _____ Address _____

Email _____ Email _____

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS
(PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS.)

ASSUMPTION OF RISKS

I, _____, acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may subsequently transfer to). I am voluntarily participating on the tour with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of Venture Out, or others. I acknowledge that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT **BY PLACING MY INITIALS HERE:** _____

RELEASE

I acknowledge that the cost of all Venture Out trips has been based upon Trip Participants executing this **Release of Liability and Assumption of All Risks**. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby **RELEASE AND DISCHARGE VENTURE OUT AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION**. I agree this release shall be legally binding upon myself, all minors under the age of 21 travelling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Venture Out from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Venture Out and upon acceptance shall be deemed to have been entered into and to be performed at San Francisco, California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at San Francisco, California; (b) the dispute will be governed by California law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Venture Out. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge that I have been advised that California has a Travel Consumer Restitution Fund, and that my tour is not covered by this law because the foreign providers of transportation and travel services utilized for this tour are not registered as Sellers of Travel in California. I understand that this means I am not eligible to make any claim against that fund, and verify this statement BY PLACING MY INITIALS HERE:

CALIFORNIA SELLER OF TRAVEL #2036134-40

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions," especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

EXECUTED THIS _____ DAY OF _____, 201_____

SIGNATURE OF APPLICANT _____

Please charge my (our) deposit / full payment in the amount of \$ _____ to Visa / Mastercard / Discover / Amex credit card number _____

Expiration Date: _____ Security Code _____ Name on Card: _____

Complete address to which credit card statement/bill is sent: _____

Signature of cardholder _____

TERMS AND CONDITIONS

RESERVATIONS

We advise you to book at least 4 months in advance as group size on most trips is limited to between 7 and 15 participants, and many will sell out early. Upon receiving your completed trip application and a \$400 deposit per person, we will confirm your reservation provided space is still available. Each participant must submit a separate signed application. (Call our office for additional copies or photocopy the attached application.)

PAYMENT PROCEDURES

Initial deposit of \$400 per person at time of reservation; second deposit equal to 20% of the base tour cost per person due 120 days prior to trip; final balance due 60 days prior to departure. Payments can be made by check or by credit card (Visa, Mastercard, Discover, American Express.) Certain tours have different deposit amounts and schedules.

Upon receiving your deposit we will send you an enrollment confirmation and a detailed trip brochure if you do not already have one. Your trip roster, final bulletin with instructions for meeting the group, and a phone contact abroad will be sent out approximately two weeks prior to departure.

If the final balance is not paid when due, Venture Out reserves the right to treat the reservation as canceled. Additionally, no one will be allowed to join a trip unless all payments and necessary documents have been received. In the event of a late sign-up (i.e., less than 30 days prior to departure), or for trip participants residing outside the U.S., a charge may be added to your final invoice to cover the cost of express delivery of your air tickets and/or trip documents.

CANCELLATIONS / REFUNDS

If you must cancel your reservation, your deposit will be returned, minus a cancellation fee as follows (computed as of the date of our receipt of written cancellation notice):

- Minimum cancellation fee: **\$100**
- Cancellation 90-46 days prior to departure: **35% of land cost**
- Cancellation 45 days or less prior to departure: **100% of land cost**

Rates are based on group participation and no partial refunds will be given for unused trip arrangements, sightseeing, etc. for any reason whatsoever. *We highly recommend that all clients purchase travel insurance,*

details of which are available through Venture Out.

Venture Out reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-up or logistical problems which may impede trip operations. The refund of all payments received shall release Venture Out from any further liability. Trip cancellation due to insufficient sign-up would normally occur a minimum of one month prior to departure.

Venture Out must normally make substantial payments to its suppliers far in advance of the scheduled embarkation date. If Venture Out cancels a trip due to *force majeure* (war, labor strikes, civil unrest, earthquake, flooding, etc.), Venture Out will promptly refund the portion of the trip cost not already advanced to suppliers and will use its best efforts to recover and refund the balance as promptly as possible. However, Venture Out does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions. *We highly recommend that all clients purchase travel insurance, details of which are available through Venture Out.*

Venture Out is not responsible for expenses incurred by trip members in preparing for a canceled trip (e.g., non-refundable, advance-purchase air tickets, visa fees, equipment, etc.) or for any necessary additional arrangements should a trip member have embarked prior to the scheduled departure date.

Please note that you may transfer your payments from one trip to another 4 months or more prior to departure at no charge. If you transfer from a trip within 4 months of that trip's departure, *you are subject to the stated cancellation fees for that trip.*

TIER PRICING

Trips are budgeted for a full or nearly full sign-up to enable us to offer trips at the lowest possible cost. Since numerous fixed costs are involved in operating these trips regardless of the number of participants, we have a "tier-pricing" system for most trips to avoid canceling a trip with a low number of sign-ups. For example:
\$3195 (12-15 participants)
\$3295 (8-11 participants)
\$3495 (6-7 participants)

Specific tier prices for each trip are indicated in the Trip Cost section of the appropriate Detailed Itinerary. Tier pricing is calculated on the number of full-revenue participants. Office staff and guests of Venture Out (writers, photographers, guides in training, winners of a promotional campaign, etc.) are not included in the count in determining the tier price.

Prices quoted are based on foreign exchange rates in effect at the time trips are budgeted. We endeavor to maintain our prices as published, but they are subject to change without further notice in the event of significant cost fluctuations, including exchange rate volatility.

LAND COST DOES NOT INCLUDE

International airfare, flights internal to the trip itinerary (except for specified tours); passports, visas, immunizations, insurance of any kind, medical costs, costs of hospitalization or evacuation from remote areas, alcoholic beverages, laundry, excess baggage charges or other items of a personal nature; additional expenses arising from the delay or extension of a trip due to weather, political disputes, sickness, failure of transportation, or other causes beyond our reasonable control; and tipping. The Trip Cost section of the Detailed Itinerary may indicate further exclusions.

INSURANCE

We strongly recommend that all participants obtain a short-term traveler's insurance policy covering baggage, accident/life, and trip cancellation. Trip cancellation insurance reimburses you for non-refundable air and land costs should you have to cancel the trip due to reasons covered by the insurance company (personal or family illness, etc.).

MEDICAL

Our trips are not very rigorous, but certain activities are physically demanding. On some itineraries we travel to areas where medical facilities are few and far between, and evacuation, should it become necessary, can be prolonged, difficult, and expensive. Venture Out assumes no liability regarding provision of medical care. Trip members are urged to check their insurance coverage to be sure it is adequate.

Each trip member will receive a medical questionnaire which must be completed and signed. In general, you must be in

good health to participate on one of our tours; it is important that persons with medical problems make them known to us well before departure.

The trip leader has the right to disqualify any member from the group at any time if considered medically necessary or to avoid endangering the group, or if the participant in question is physically unfit for the rigors of the trip. Refunds are not given under such circumstances.

Trip members should have a personal supply of any special medications which they may need. It is understood that Venture Out is not a medical facility and therefore has no expertise nor responsibility regarding what medications or inoculations you and your private physician should decide necessary for your safe participation in the tour.

EQUIPMENT & BAGGAGE

We recommend that you travel as light as possible, limiting yourself to one checked bag and one carry-on. Venture Out cannot assume any responsibility for loss or damage to baggage or personal property or any charge for excess baggage.

LIMITATION OF LIABILITY

These paragraphs (together with the Release of Liability and Assumption of All Risks section on the reverse side of the Trip Application Form) define our responsibility with respect to all our trips. **PLEASE READ IT CAREFULLY.** *Payment of your deposit represents your acceptance of the following terms and conditions.*

Venture Out gives notice that services provided in connection with these itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Venture Out in any way. Although it endeavors to choose the best suppliers available, Venture Out has no right to control such suppliers' operations and therefore makes these travel arrangements upon the express condition

that Venture Out and its own agents and employees shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these arranged services. Each of these passenger conveyance companies, tour companies, hotels, restaurants, etc., is subject to the laws of the state or country where the service is provided.

Please be advised that California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, or foreign travel when the foreign "providers of transportation or travel services" are not registered Sellers of Travel in California or contributors to the Travel Consumer Restitution Fund. Since none of Venture Out's foreign travel providers are in compliance with the California Seller of Travel Law, none of Venture Out's tours qualifies for coverage by the fund, and you are by law required to be advised that you would not be eligible to make any claim from that fund in the unlikely event of any default by Venture Out or any of our foreign suppliers.

Venture Out shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the detailed trip brochures which may be required either en-route, prior to, or following a trip, when caused by individual clients' travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under Venture Out's control... (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad... (c) bodily injury or property damage, for any reason including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which it has no control.

Venture Out reserves the right to take photographic or film records of any of our trips, including trip participants, and may use any such records for promotional and/or commercial purposes.

Venture Out reserves the right to not accept, to disqualify after acceptance, or to exclude from further participation once a trip has begun any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or deportment impede trip operation or the rights, welfare, or enjoyment of other trip members or office staff. A refund based on the cost of unused land services is the limit of Venture Out's responsibility in such a case.

ITINERARY CHANGES

While as accurate as possible at the time of publishing, our detailed itineraries should be considered an approximate indication of the schedule and scope of activities and trip routing, rather than an inflexible schedule of events; it is subject to change before or during the tour due to circumstances beyond our control. At our guides' discretion changes may be made during the tour in order to provide a better-flowing program, to take into account safety issues, or for any other reason deemed appropriate by the guide.

TRIP MEMBERS' RESPONSIBILITY

Trip members have the responsibility to select a trip appropriate to their abilities and interests. In order to assist you we are happy to discuss the trip with you as well as provide you with names of past participants who can describe their experience of the trip you're interested in. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing for the trip by studying the literature sent by Venture Out and for bringing the appropriate clothing and equipment as advised therein.