



LEGAL TERMS AND CONDITIONS

1-RELEASE AND ASSUMPTION OF RISK

I acknowledge that I intend to undertake an organized activity with *Escape Hiking for Women* and that in order to do this I will need to involve myself in related aspects of such activity including, but not limited to special travel, risks of various kinds and degrees, differing living conditions and foods, a variety of interpersonal interaction and close-quarter conditions, varying types of medical risks, hazards, availability of medical care and support, and differing weather conditions and altitudes and any risks that may come of such. In consideration of, and as payment for, the right to participate in such activities, services or food arranged for me by *Escape Hiking for Women* I have and hereby assume all the associated risks and conditions involved with such activities and shall hold *Escape Hiking for Women*, its officers, agents, and employees harmless from any and all liability, actions, causes of action, debts, claims and demand of any kind and nature whatsoever which I now have or which may arise out of or in connection with my adventure or participation in any other activities arranged for me by *Escape Hiking for Women*.

2-CLIENT AGREEMENT

- The adventure leader(s) is responsible for the general equipment and logistics of the adventure including, but not limited to, the choice of team support, routes, camps, and any change of activities. During the adventure, the leader may assist clients on certain aspects of the adventure/activity, or may delegate such provision of assistance to staff members, agents or servants, or third-party support. The leader, assistant, or any other adventure personnel as identified herein will demonstrate reasonable procedures and/or safety information required for the adventure or activity. The Client is expected to fully understand these instructions and procedures and comply with them at all times during the adventure or activity. It is the Client's responsibility to immediately notify the adventure leader and/or those support staff identified herein if they do not fully understand any and all instructions and procedures that have been explained to them by adventure personnel.

- The adventure leader(s), assistants and/or third-party support shall not be responsible for carrying any personal equipment of the Client except where specified in the general instructions provided for your Adventure. In the instance that the Client wilfully hands over and/or is incapable of carrying their personal equipment, the adventure leader(s), assistants and/or third-party support are not responsible or liable for any of the Client's personal equipment.

- The Client understands that they may have to deal with hostile environments including, but not limited to, changes in temperature, weather, terrain, government action or culture. Dangers and medical problems may occur which are linked with the risks associated with the Client's adventure. This environment and living closely in a small group may generate stress problems for the Client. *Escape Hiking for Women* shall not be held liable or responsible for any instances laid out in the foregoing paragraph.
- The team leader or any person as so delegated by the team leader to do so may in the interest of safety request the participants to stop any activity, or in such circumstances as required, terminate the entirety of the adventure at any time during said adventure.
- Applicant shall be responsible for making all travel arrangements to and from the originating city, i.e. they shall be solely responsible for all costs, bookings and other transportation related arrangements to and from the city or location from which the adventure begins.

3-TERMS AND CONDITIONS

These are the terms and conditions which will apply to your booking. By booking an adventure you agree to be bound to all terms and conditions. Your signature below confirms that you have read and agree to the Terms and Conditions on this form.

a-Carriage by road, air or by sea is subject to the individual carriers conditions. *Escape Hiking for Women's* liability for death, and/or personal injury, and/or loss of and/or damage to luggage may be limited by the conditions in this agreement, international conventions, treaties, or any applicable law including the Athens, Warsaw or Montreal Conventions.

b-The Client acknowledges and understands that their adventure may be to a destination that is remote, isolated, and far removed from medical care facilities. Medical facilities vary from country to country and *Escape Hiking for Women* makes no representations and gives no warranties in relation to the standard of such treatment. The Client agrees and acknowledges the risks, dangers, and limited availability or lack of any medical care associated with such travel and, together with all limitations of liability found in this document and the Contract Documents including those found in Release Form, absolve *Escape Hiking for Women* of any liability of such risks, dangers and failure to provide medical care.

c. *Escape Hiking for Women* must be notified in writing at the time of booking of any medical conditions, pregnancy, physically or mentally challenged conditions or disabilities which may affect fitness to travel. *Escape Hiking for Women* shall not be held liable for the Client's failure to notify *Escape Hiking for Women* of any such conditions, and the Client assumes all risk for failure to disclose all aforementioned medical conditions. The Client's failure to notify *Escape Hiking for Women* of such conditions may result in the client being refused travel, in the case,

that results in cancellation, 100% of the cancellation fees are the responsibility of the Client. Some adventures may be unsuitable for Clients due to age, mobility, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. *Escape Hiking for Women* may refuse to carry pregnant women over 24 weeks or Clients with certain mental or physical conditions.

d- *Escape Hiking for Women* will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore *Escape Hiking for Women* is not liable for failing to provide these requests.

e- Credit Card Charges: *Escape Hiking for Women* shall not be responsible for any charges applied to credit card transactions and shall not refund or return any fees by third parties as incurred during the transaction of the adventure cost.

4-CANCELLATION / TERMINATION OF ADVENTURE BY THE CLIENT

- Cancellation 90 days or more before departure: Loss of \$500.00 USD, refund of the rest of the trip's cost.

- Cancellation 90 days or less prior to departure: No Refund

- Cancellation at or after trip departure: No Refund

5-CANCELLATION / TERMINATION OF ADVENTURE BY ESCAPE HIKING FOR WOMEN

Escape Hiking for Women reserves the right to cancel any adventure for any reason, but will not cancel an adventure less than 90 days before departure except for force majeure. A full refund will be provided.

Escape Hiking for Women is not responsible for any direct, incidental, consequential damages, expenses or losses that the Client may have incurred as a result of the booking including, but not limited to, visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment and opportunity.

6- UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, including the Client's voluntary or involuntary termination/departure from adventure, which includes but is not limited to sickness, death of a family member etc, late arrival on the adventure, or premature departure either voluntarily or involuntarily.

7. ACCEPTANCE OF RISK

I understand traveling with *Escape Hiking for Women* may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, among other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on a conventional trip or holiday. I have read and

understood the *Escape Hiking for Women* information literature and documents for this adventure I am undertaking and have provided details of any pre-existing medical conditions I may have to *Escape Hiking for Women*. I accept these risks and obligations and I fully assume the risks of travel. I fully and forever release and discharge *Escape Hiking for Women*. and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releasees") from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by me in connection with or in any way relating to this trip, due to any cause or reason whatsoever including, without limitation, the reckless, willful or negligent actions or omissions of the Releasees or any other person or persons.

Optional Activities: I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand *Escape Hiking for Women* makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand *Escape Hiking for Women* is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks

involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities.

8. AUTHORITY ON ADVENTURE

By booking with *Escape Hiking for Women*, the Client agrees to abide by the authority of the adventure leader. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the adventure, the Client must advise *Escape Hiking for Women* at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the adventure or, if in the opinion of the adventure leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others *Escape Hiking for Women* may terminate that Client's travel arrangements without any liability on *Escape Hiking for Women's* part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

9. GUARANTEED DEPARTURES

Escape Hiking for Women guarantees selected departures at their sole discretion. This guarantee of departure is subject to force majeure situations, and *Escape Hiking for Women* reserves the right to remove the guaranteed designation at

anytime due to circumstances beyond reasonable control. *Escape Hiking for Women* will not be held accountable for any indirect cost resulting to the client for this action.

10- TRAVEL DOCUMENTS

The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the adventure, (passport must be valid 6 months past the return date), all visas, permits, and certificates including vaccination certificates, insurance policies required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the adventure and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by *Escape Hiking for Women* regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and *Escape Hiking for Women* is not responsible for any errors or omissions as to the information provided.

11. FORCE MAJEURE

Escape Hiking for Women shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for *Escape Hiking for Women*'s failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by a Force Majeure Event.

Force Majeure Event's are defined as one whose occurrence was not reasonably foreseeable at the time of entering into this Contract and which is beyond a party's reasonable control. Such events include but are not limited to, an Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, whether or not *Escape Hiking for Women* is a party thereto, interference by authorities, political disturbance, howsoever and wheresoever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of *Escape Hiking for Women* .

12. INSURANCE

It is mandatory for the client to get a travel insurance that covers all medical and evacuation expenses during the trip. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. *Escape Hiking for Women* shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen, are not subject to reimbursement by *Escape Hiking for Women*. Losses due to ordinary wear and tear or Force Majeure events are not reimbursable. *Escape Hiking for Women* does not accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by *Escape Hiking for Women*

including, but not limited to, hotels, pensions, campsites, homestays, vessels, expedition vehicles, or any other mode of transportation.

13. STANDARDS ON ADVENTURE

The Client acknowledges the quality of the products and services, including accommodations, transport and all other services related to the adventure that are organized by *Escape Hiking for Women* or its representatives are likely to be different in standard to what the Client may reasonably expect at home. Further, the Client understands, appreciates and accepts any variance in quality or level of service as a part of the adventure travel experience. All arrangements made by *Escape Hiking for Women* are done so with best of intentions to match any description provided, however, the Client reasonably allows for local conditions to influence products and services.

14. RESPONSIBILITY FOR YOUR ADVENTURE

All services herein are organized by *Escape Hiking for Women* . Notice is hereby given that all arrangements made on behalf of the Client are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any *Escape Hiking for Women* and/or persons engaged in carrying out the arrangements. *Escape Hiking for Women* acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any

defect in a vehicle or any other form of conveying a traveler, acts of God, detention, delays or expenses arising from quarantine, strike, riots, theft, Force majeure events, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The Client acknowledges that the quality of the products organized by *Escape Hiking for Women* including accommodations and all other services related to the adventure which are organized by *Escape Hiking for Women* , are not within the control of Escape and that in any event the quality of such products may be compromised by local conditions. Accordingly, the Client hereby releases *Escape Hiking for Women* from all claims and causes of action arising from any damage, loss of enjoyment, inconvenience, or injuries related to the quality of such products.

15. LOCAL CONDITIONS

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in her or his daily lives. By booking travel with *Escape Hiking for Women*, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop

along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.