

TERMS AND CONDITIONS

CANCELLATION AND REFUND POLICY

Stray Dogs, Adventure Travel with a Purpose, Inc. (Stray Dogs Adventure Travel) recommends trip cancellation insurance for all programs. Due to the nature and heavy costs of government and operator permits, Stray Dogs Adventure Travel must adhere to a stringent refund policy.

- A trip deposit in the amount of \$750 USD will be included with each application which includes a \$250 USD non-refundable registration fee.
- All expedition balances are due 90 days prior to departure date unless otherwise specified.
- Full refunds, less registration fee, will be provided 120-days prior to course, trek and/or expedition date.
- 50% refunds will be provided 91-119 days prior to course, trek and/or expedition date.
- No refunds will be provided 90-days prior to course, trek and/or expedition date.
- Participants whose balances are not received by the 90-day deadline (as stated above) risk forfeiture of their place on the expedition.
- All refund requests must be made in writing and be received by us prior to or within the 90-day period.

TRIP CANCELLATION INSURANCE

We highly recommend purchasing trip cancellation insurance in conjunction with Travelex. Policies are available online at www.Travelex-Insurance.com

PARTICIPANT RESPONSIBILITY

Trip participants are responsible for their own well-being. This includes good health and strong physical condition. Participants joining a trek or mountaineering expedition must certify (by completing and signing the Medical Form) that they are physically fit and thus are able to meet the requirements of the trek or expedition. Expedition members are responsible for: knowing all pre-departure information, preparing proper equipment and clothing, conforming to basic standards of personal hygiene (to minimize the risk of travelers diseases), and acting in a considerate manner toward all group members and with respect for each country's customs. I hereby give my consent for Stray Dogs Adventure Travel to use my photograph, likeness and/or voice to be used in any/all of its publications, including their Web sites and potential future books.

AIRLINE RESPONSIBILITY

The air carrier will not be held responsible for any act, omission, or event while the passenger is not on-board the designated aircraft or terminal conveyance. Passenger/Airline contracts stand in effect while the passenger is on-board each particular aircraft. This applies to all carriers.

CONDITIONS OF CLIMBING EXPEDITIONS, TOURS, AND TREKS

We are committed to helping climbers achieve their personal goals safely and enjoyably.

Stray Dogs Adventure Travel, its owners, agents, employees, officers, directors, associates, affiliated companies and subcontractors hereby give notice that they act only as agents for hotels, transportation companies, land operators, and suppliers of travel services. Stray Dogs Adventure Travel assume no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, inn, lodge or hotel which may be used wholly, or in part, for services to Stray Dogs Adventure Travel and its clients. Stray Dogs Adventure Travel, its operators, airlines, and agents will not be responsible for any act, error, omission, nor for any injury, loss accident, delay, inconvenience, irregularity, or damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule.

_____ Initials

Stray Dogs Adventure Travel reserves the right to change the price of, cancel, or withdraw any trek, course, or expedition for any reason whatsoever prior to departure. After departure, Stray Dogs Adventure Travel reserves the right to alter or omit any part of the itinerary, to substitute hotels or leaders, to change any means of conveyance without notice and without allowance of refund, with liability for increased costs (if any) borne by the trek, course, or expedition members. Stray Dogs Adventure Travel reserves the right to accept or reject any person as a trek, course or expedition member at any time.

Signature: _____ Date: _____

Printed name: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

Must be completed for participants under the age of 18)

In consideration of (name of minor) _____ "Minor" being permitted by Stray Dogs Adventure Travel to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Stray Dogs Adventure Travel from any and all Claims which are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian signature: _____ Date: _____

Printed Name: _____

Send completed Terms and Conditions, Liability Waiver Release (and all other forms and \$750 deposit) to:

Stray Dogs Adventure Travel Adventure Travel
Attn: Marshall Ulrich
515 Brook Drive
Idaho Springs, CO 80452

LIABILITY WAIVER RELEASE

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Stray Dogs Adventure Travel, Adventure Travel with a Purpose (Stray Dogs Adventure Travel) its agents, employees, members, Board of Directors, instructors and volunteers, have done everything possible to assure our guests safety. We wish to inform our guests that exploring the MOUNTAIN, SAFARI, and EXPEDITION is not risk free. The same elements that contribute to the unique character and fun of exploring the mountains such as the physical exertion or living outdoors can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read this, sign it, and return originals to our office.

ACKNOWLEDGMENT OF RISK

You will be living, camping, and traveling out of doors, where you are subject to numerous risks, environmental and otherwise. Activities vary from trip to trip and include hiking, backpacking, camping, rock climbing, and mountaineering.

Meals are prepared over stoves and sometimes-open fires. Water often requires disinfecting before use. Camping hazards may include burns, cuts, diarrhea and flu-like illness.

Travel is by vehicle and on foot. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, high mountain areas, snow and ice, steep slopes, and slippery rocks. Risks include collision, falling, and others usually associated with such travel, as well as environmental risks. Environmental risks include insects, snakes, and predators, including large animals; falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors and participants in a wildness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the trip, participants are responsible for their own safety and for the safety of other members of their group.

In addition to the hazards of falling, objects falling off the mountain may hit you.

You may experience cuts and bruises from climbing on and holding onto rock. You will experience moving across snowfields on your trip.

You will trek at altitudes, which you will not be accustomed. You will be hiking up to 19,340 feet above sea level. Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nauseous, headaches and a loss of appetite. If this occurs, you need to contact your guides immediately.

I understand the mountaineering which I am undertaking includes a high degree of risk and I can become hypothermic. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Being wet and in the wind contributes to hypothermia. Make sure you have adequate clothing to combat hypothermia. Hypothermia can result in death.

_____ Initials

High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE) occur when you are at altitudes and have not acclimated properly. HAPE and HACE can be fatal if not treated quickly. Treatment is quick decent to a lower altitude.

Medical care, as you understand it, is not available outside the United States (U.S.). You will be several hours (or more) away from vehicular transportation and from any medical facility. The medical facility you may be treated in will not have the same standards as hospitals or doctor's offices in the U.S. The medical personnel you will be treated by may not have the same training as medical personnel in the U.S. Decisions are made by guides and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur while exploring the MOUNTAIN, SAFARI, and EXPEDITION. Most of these injuries are rare and you are not likely to encounter them; however they have occurred and you need to know about them, and other possible injuries not mentioned above.

These injuries are more likely when the participants are using drugs or alcohol or not physically able to undertake the activities included in the Expedition.

I understand there are no guarantees in mountaineering at this level. This includes no promise of attaining the summit as well as any guaranty of my survival. High altitude mountaineering is an activity involving a high degree of risk. I understand and agree to assume those risks.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I am fully capable of participating in the M MOUNTAIN, SAFARI, and EXPEDITION. I state that I have read the above statement on some of the possible risks encountered during this EXPEDITION. Therefore, I assume full responsibility for bodily injury, death, loss of personal property and any expenses as a result of my negligence. I also understand that Stray Dogs Adventure Travel reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the MOUNTAIN, SAFARI, and EXPEDITION. I am in good physical condition and able to undertake this EXPEDITION.

I agree to indemnify and hold harmless Stray Dogs Adventure Travel their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in these activities. I further agree to release, acquit and covenant not to sue Stray Dogs Adventure Travel, their agents, and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Stray Dogs Adventure Travel, and myself against Stray Dogs Adventure Travel arising out of participation in this program.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be in the State of Colorado governed by Colorado State law. The terms of this agreement shall continue and be in effect until after MOUNTAIN, SAFARI and EXPEDITION has ended.

As liquidated damages, I hereby agree that if Stray Dogs Adventure Travel is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, I agree to pay Stray Dogs Adventure Travel costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

_____ Initials

I authorize and release to Stray Dogs Adventure Travel the use of my image in any photograph or video recording for any purpose of Stray Dogs Adventure Travel.

I have adequate health, disability, and life insurance for myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for me.

I, _____, of my own free will, have read, understand and acknowledge the risks and liability for myself, this _____ day of _____ 200____.

[] I have no medical condition that would prevent my participation in this expedition.

Signature: _____ Date: _____

Printed name: _____

Address: _____

Telephone: [_____] _____

In Case of Emergency please notify: _____

Relationship: _____

Address: _____

Phone: _____

I carry Medical Insurance? Yes _____ no _____

Name of provider: _____

Group Number: _____

Phone: _____

I have Purchased Travel Insurance for this Trip: Yes ___ No ___

Provider: _____

Policy number: _____

Phone: _____