



400 NW 26th Street, Suite 24  
 Wynwood, Miami, FL 33127  
 Tel: 1-305-989-3500 Fax: 1-855-475-5551

# Adventure Application

## ADVENTURER INFORMATION

Name of Trip:		Country Visited:		Arrival Date:	
Full Name (as shown on your passport):					
Telephone:			E-Mail:		
Passport Number:		Expiration (M/D/Y):		Citizenship:	
Age:	Birthdate (M/D/Y):	Birth Place:		Gender:	
Occupation:		Marital Status:		Height (ft):	Weight (lbs):
Mailing Address:					
City:		State:	Zip Code:		Country:
Special Dietary Restrictions or Instructions:					

## INTERNATIONAL FLIGHTS (if available)

Date:	From (city):	To (city):	Airline:	Flight No.:
Departure Time:		Arrival Time:		Reservation Number:
Date:	From (city):	To (city):	Airline:	Flight No.:
Departure Time:		Arrival Time:		Reservation Number:

## DOMESTIC FLIGHTS (check here if you prefer that we purchase these flight for you - non-refundable or exchangeable)

Date:	From (city):	To (city):	Airline:	Flight No.:
Departure Time:		Arrival Time:		Reservation Number:
Date:	From (city):	To (city):	Airline:	Flight No.:
Departure Time:		Arrival Time:		Reservation Number:
Date:	From (city):	To (city):	Airline:	Flight No.:
Departure Time:		Arrival Time:		Reservation Number:

## ACCOMMODATIONS (please circle choice - single room subject to single supplement)

Room Type:	Single	Double	Triple (twin beds only)
Bed Type:	Twin	Full/Queen	

**Any Other Special Request:**

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# Terms and Conditions

## 1. RESERVATIONS

A completed adventure application including signed terms and conditions & release of liability pages.

For most reservations a \$500 deposit per person is required to reserve a space. Full payment must be received 60 days prior to departure.

For Galapagos or Patagonia reservations, the deposit is 30% of the total and full payment is due 90 days prior to departure.

Credit card payments are subject to a processing fee.

- Visa, Master Card and Discover: 3%.
- American Express: 3.5%.

## 2. CANCELLATION POLICY

Cancellation fees are calculated as follows based on the date we receive your cancellation notice (please, send via UPS or FedEx). Domestic flights if purchased by us are not refundable or exchangeable.

### 2.a. All Tours Except Galapagos or Patagonia (see below)

- More than 60 days before departure – \$250\*
- 59 to 45 days before departure - 50% of your trip costs\*.
- 44 days or less to departure 100% of your trip costs\*.

### 2.b. Galapagos or Patagonia Tours

- 125 days or more prior to departure: Deposit is non-refundable but can be applied to future bookings.\*\*
- 124 to 71 days prior to departure: All deposits are non-refundable. Balance will be refunded.
- 70 days or less prior to departure: Full payment will be applied as cancellation penalty.

\* Higher if non-recoverable deposits/payments made by Highland Adventures exceed the fee amount. Including domestic flights.

\*\* A future booking is any departure subject to availability, within 12 months of the original departure date. The applicable rate will be the one for the new period rate.

### 2.c. Customized Itineraries

A \$500 non-refundable customized-itinerary-preparation fee is required. The fee will be applied towards the final itinerary cost. A customized itinerary is defined as an itinerary that is specially prepared based on specific requirements by a client. Modifications to our standard itineraries such as private versus open groups are NOT considered customized itineraries.

## 3. REQUIRED DOCUMENTS

A passport valid beyond your date of return is required. Peru, Chile, Ecuador and Argentina do not require visas from USA or Canadian citizens. Please check with us for other countries

## 4. PRE-DEPARTURE PACKAGE

Five (5) working days after receipt of your trip application and deposit, you will receive: a Pre-departure package via email with all your reservation codes and recommended clothing, equipment list, and other information needed to prepare for the trip.

## 5. MEDICAL

All participants must be in general good health. It is recommended to discuss any health concerns with your physician before your trip. Yellow Fever vaccine is recommended if visiting Puerto Maldonado in Peru or the Amazon Basin area. Note: We strongly recommend purchasing Trip Insurance within 5 days of submitting your deposit.

Signature of Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

# Release of Liability and Assumption of All Risk

*(PLEASE READ CAREFULLY--THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS)*

The payment of a deposit represents acceptance by the tour member(s) of the following Release of Liability, Assumption of All Risks and Binding Arbitration.

Highland Adventures, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors and successors, (collectively Highland Adventures) does not own or operate any entity that provides, or is to provide, goods or services for your trip including, for example, lodging facilities, yacht and other transportation companies, food service providers, equipment suppliers, local ground handlers, naturalist and certain guides, etc. As a result, Highland Adventures is not liable for any negligent or willful act or failure to act of any such person, or of any other third party. Highland Adventures is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind that 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, yacht or vessel, local ground handler or guide, whether or not it uses the Highland Adventures name, financial default or insolvency of any supplier that is, to, or does supply any goods or services for this trip. Similarly, Highland Adventures is not responsible for any loss, injury, death or inconvenience due to delay or change in schedule, overbooking of accommodation, default of any third party, attacks by wild or domestic animals, epidemics or the threat thereof, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, lost or misplaced luggage, acts of terrorism or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond its control.

I am voluntarily participating in this trip (or any trip to which I may subsequently transfer) with the knowledge of the numerous risks and dangers involved including but not limited to negligence on the part of Highland Adventures (for example, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to selection of suppliers, locations and otherwise). I acknowledge that the enjoyment and excitement of adventure travel, such as this trip, 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, and are a reason for my participation. I hereby agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

Highland Adventures reserves the right to refuse as a trip participant, or remove, at his or her own expense and without any refund, from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines detracts from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety or otherwise presented to me by Highland Adventures or the trip leaders. Highland Adventures reserves the right to make route, hotel, itinerary, leader changes and trip modifications as

required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests. BINDING ARBITRATION - Any dispute concerning, relating, or referring to this contract, brochures, web information, or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration in Miami, Florida, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Florida law excluding any application or consideration of the Florida Arbitration Act. 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.

MISCELLANEOUS MATTERS - Highland Adventures shall not be liable for (a) expenses such as additional hotel nights and meals not specified in the individual trip itineraries, but which may be required to get to or from a trip start or end; (b) expenses due to the delay of a trip for any reason (e.g., bad weather, trail conditions, land slides, flooding, sickness, etc.); (c) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad.

KNOWING AND VOLUNTARY EXECUTION I understand this is a legally binding and enforceable contract and sign it of my own free will. 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 have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the Terms and Conditions section supplied with the Adventure Application, especially noting those regarding cancellation and refund policies, limitations of liability, and responsibility borne by trip participants. This contract is accepted by Highland Adventures in Key Biscayne, Florida.

Signature of Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

PARENT OR GUARDIAN OF A MINOR - I certify that I am the parent or legal guardian of the below named minor and hereby give my permission for this minor to participate in the trip or expedition. I agree individually and on behalf of my child to the terms above.

Name of minor: \_\_\_\_\_

Signature of Releasor: \_\_\_\_\_

Please fax or e-mail this application along with the Credit Card Approval Form with an approval amount totaling \$500 per person times the number of people in your group.



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# Credit Card Approval

**IMPORTANT:** Please complete and e-mail or mail along with your trip application. You can also fax it to 1-305-442-2600. By signing this form you agree to the terms and conditions regarding Highland Adventure's cancellation policy.

**APPROVED AMOUNT:** \_\_\_\_\_ (one form can be used for multiple travelers)

## CREDIT CARD HOLDER INFORMATION

Full Name (as shown on your credit card): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

## CREDIT CARD

Credit Card Type (circle one please)

AMEX

VISA

MASTER CARD

DISCOVERY

Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

Security Code: \_\_\_\_\_

I, \_\_\_\_\_ approve the amount above to be charged to my credit card by Highland Adventures regarding tours services to be provided during the days stated above. This payment falls under the Terms & Conditions and Release of Liability documents which I have already signed.

Cardholder's signature: \_\_\_\_\_

Date: \_\_\_\_\_