

KARIKUY

EXPLORATION - ADVENTURE SPORTS - TREKKING - TOURS

TRIP APPLICATION DIRECTIONS

- I. Carefully read and sign all sections of Pages 1 - 5. All 4 portions must be signed.
- II. Complete page 6 (Traveler Details) for each traveler in your group. Please note that we require passport numbers valid at least 185 days from departure for each passenger.
- III. Send a scanned or photographed copy of the completed form to jctello@karikuy.org

KARIKUY BOOKING TERMS AND CONDITIONS

1. Contract with Karikuy

The terms and conditions set forth below (the "Terms") constitute the entire understanding and agreement between The Karikuy Organization, ("KARIKUY," "we," or "our") and the customer (the "Customer" or "you") with respect to any and all bookings, trips or transactions made with KARIKUY. As used in the Terms, "KARIKUY" and "we" includes Karikuys' owners, employees, agents and affiliates.

2. Reservations

To reserve a space on any trip, each Customer must submit:

1. A completed application form
2. A deposit of \$500 per person (check or credit card, 30 or more days in advance).
3. The balance of the Trip Cost is due 10 days prior to departure.

3. Payments

Payments can be made in the form of:

1. Credit Card - Visa / MasterCard / American Express
2. Personal / Cashier's Check
3. Money Order

All payments submitted less than 20 days prior to trip departure, must be made by Credit Card or other form specifically approved by KARIKUY. If payments are not paid when due, KARIKUY reserves the right to treat the reservation as canceled. No one will be allowed to depart on a trip unless all payments and necessary documents have been received by KARIKUY.

4. Single Supplement

All accommodations (hotels, boats, tents, etc...) are based on double occupancy. We will try to find roommates for single travelers willing to share accommodations. If this is not feasible or if you prefer single accommodations, you will be assessed the Single Supplement charge listed for the itinerary.

5. Cancellation by Customer

If you must cancel, all reservation deposits will be returned minus a cancellation fee. Cancellations must be in writing. If made 45 or more days prior to departure, the cancellation fee is \$250. If made 45-30 days prior to departure, the fee is 50% of the Trip Cost and if 10 days or less prior to departure, the cancellation fee is 100% of the Trip Cost. No partial refunds will be given for unused hotel rooms, meals, sightseeing trips or trekking arrangements for any reason whatsoever. The Trip Cost is quoted as a package and credits are not given for services not used.

6. Cancellation by KARIKUY

KARIKUY reserves the right to cancel any trip due to insufficient sign-up (not meeting the 2 person minimum), which makes the trip economically unfeasible to operate. If this happens, a full refund of

the Trip Cost is given. However, KARIKUY is not responsible for additional expenses incurred by travelers preparing for the trip (i.e., non-refundable “Advance Purchase” air tickets, equipment, medical expenses, etc.).

7. Prices, Surcharges and Validity

As we publish our prices in advance, KARIKUY may occasionally be faced with significant cost increases due to factors over which we have no control. Consequently, we reserve the right to charge the Customer a surcharge (or price decreases) due to unfavorable exchange rates, increases in air fares or other transport costs, taxes, or if government action should require us to do so. Surcharges will be calculated according to the full extra cost, compared to the original costs and exchange rates.

8. Airlines

KARIKUY is not responsible for any acts or failures to act of any airlines. We may use airlines different than the one(s) mentioned in our advertisements, and KARIKUY is not able to guarantee the type of aircraft to be used by any airline. In addition, KARIKUY is not responsible for losses due to cancelled flights or seats or changed flight itineraries. The Customer may not cancel the contract without penalty due to a change of airline, aircraft type, route, or destination. The responsibility of the airlines is limited to the carriage of passengers and baggage in accordance with the airline’s terms and conditions of service.

9. Delays

Any costs, whether direct or incidental, incurred by the Customer as the result of delays caused by bad weather, trail conditions, river levels, road conditions, transportation delays, sickness, government intervention or other contingencies which are beyond the control of KARIKUY will not be reimbursed.

10. Changes by KARIKUY

Reasonable changes in the itinerary may be made where deemed advisable by KARIKUY for the comfort and wellbeing of the Customers. Changes in the itinerary also may result from unforeseen circumstances or circumstances beyond the control of KARIKUY. If any such change is made prior to the time of booking, the Customer will be told of the change at the time of booking. If the change is made thereafter, the Customer will be told as soon as is reasonably possible. KARIKUY shall not be liable for any damages arising from or related to any such change and the Customer waives the right to assert a claim for such damages against KARIKUY.

11. Changes by the Customer

Any changes made by the Customer between 40 and 20 days before departure will be charged a \$30 administrative fee per change. Any changes made between 19 and 11 days will be charged a \$50 administrative fee per change. No changes may be made by the Customer within 10 days of departure. This includes, without limitation, booking additional accommodations, transfers or excursions. KARIKUY is not responsible for additional expenses incurred by the Customer as a result of such changes, including but not limited to non-refundable “Advance Purchase” air tickets, etc.

12. Authority on Tour

The Customer must at all times comply with the laws, customs, foreign exchange and drug regulations of the countries visited. At all times the decision of KARIKUY’S tour leader or representative is final on all matters that may threaten the safety, or interfere with the well being, of the group or individual Customers. Should the Customer fail to comply with this section, or should the Customer interfere with the well being of the group or individual Customers, KARIKUY’S tour leader or representative may order the Customer to leave the tour without recourse to any refund.

13. Medical Fitness & Health

It is vital that Customers with medical problems make them known to us at the time of registration. The trip leader has the right to disqualify anyone at any time during the trip if the trip leader believes that the Customer’s continued participation will jeopardize the health or well being of the Customer involved or the group. Refunds are not given under such circumstances. In the event a Customer is injured or becomes ill, KARIKUY will attempt to secure the best possible medical attention available. However, KARIKUY assumes no liability for or regarding the provision of medical care or its cost.

14. Baggage

KARIKUY assumes no liability for loss or damage to baggage in transit to and from a KARIKUY trip or while on a KARIKUY trip.

15. Medical and Travel Insurance

Every Customer should be covered by travel-related personal medical insurance. The insurance must cover personal accident, medical expenses, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, or injury occurring to the Customer. The Customer agrees to obtain and/or verify that he/she has sufficient travel-related personal medical insurance coverage for the trip. Baggage and cancellation insurance are also highly recommended.

I acknowledge that I have the decision to acquire travel-related personal medical insurance. I hereby RELEASE AND DISCHARGE FOREVER KARIKUY FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY DECISION TO NOT OBTAIN TRAVEL AND MEDICAL INSURANCE FOR THIS TRIP. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, all members of my family, my and their heirs, successors, assigns, and legal representatives, it being my intention to fully assume all the risks of travel associated with this trip and to release KARIKUY of and from any and all liabilities to the maximum extent permitted by law.

Signature of Traveler One _____

Signature of Traveler Two _____

16. Travel Documents

The Customer must obtain and have possession of a valid passport (PASSPORT MUST BE VALID AT LEAST 185 DAYS FROM DEPARTURE DATE), all visas, permits and certificates, and vaccination certificates, required for the entire tour. The Customer accepts responsibility for obtaining these documents and any other necessary documents. Information or advice given by KARIKUY on visas, vaccinations, climate, clothing, baggage, special equipment, etc., is given in good faith but without responsibility on the part of KARIKUY and the Customer expressly waives any claim that KARIKUY is liable for damages arising from such information or advice.

17. RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

I, _____, the Customer acknowledge that I have voluntarily applied to participate on the trip designated on this application and that I have read the description of the trip as it appears in the trip itinerary. I am voluntarily participating in this trip with knowledge of the hazards involved.

I, _____, the Customer acknowledge that I have voluntarily applied to participate on the trip designated on this application and that I have read the description of the trip as it appears in the trip itinerary. I am voluntarily participating in this trip with knowledge of the hazards involved.

Signature of Traveler One _____

Signature of Traveler Two _____

ASSUMPTION OF RISK

KARIKUY does not own or operate any entity that provides goods or services for your trip including, without limitation, hotels or other lodging facilities, airlines, vessels, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions, or food service or entertainment providers. KARIKUY gives notice that it acts independently of, and is not responsible for, the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and assumes no responsibility for expense, injury, loss or damage to person or property resulting from: acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure (an event or effect that cannot be reasonably anticipated or controlled), failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, discrepancies or changes in transit or hotel services over which it has no control, animals, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, snorkeling, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of KARIKUY. In addition, the Customer releases KARIKUY from KARIKUY'S own negligence, if any, and assumes all risk thereof.

The Customer is voluntarily participating on the trip with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers which the Customer accepts, including, but not limited to: the forces of nature; civil unrest; terrorism; the condition of roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or 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 the Customer is not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of KARIKUY or those entities with whom KARIKUY contracts to provide services to the Customer. The Customer acknowledges that the enjoyment and excitement of adventure 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 and are a reason for the Customer's voluntary participation.

I HEREBY AGREE TO THE ABOVE AND TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

Signature of Traveler One _____

Signature of Traveler Two _____

RELEASE

I acknowledge that the cost of all KARIKUY trips have been based upon Trip Customers executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such adventure travel activities I hereby RELEASE AND DISCHARGE FOREVER KARIKUY FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, all members of my family, my and their heirs, successors, assigns, and legal representatives, it being my intention to fully assume all the risks of travel associated with this trip and to release KARIKUY of and from any and all liabilities to the maximum extent permitted by law.

Signature of Traveler One _____

Signature of Traveler Two _____

18. Claims and Complaints

If a Customer has a claim or complaint against KARIKUY, the Customer must first inform KARIKUY of the claim or complaint in writing within five days after the end of the trip. Failure to comply with this requirement waives the Customer's right to assert any such claim or complaint against KARIKUY.

19. Binding Arbitration

I agree that any dispute concerning, relating, or referring to this contract, the catalogue, the website, or any other literature or materials concerning my KARIKUY trip, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York. Such proceedings shall be governed by the substantive law of New York State.

20. Limitation of Remedies

The Customer agrees that the sole remedy for any default by KARIKUY arising under the Terms shall be the return of the paid Trip Cost. To the maximum extent permitted under applicable law, KARIKUY will not be liable for any indirect, special, incidental or consequential damages of any kind (including for personal injury) regardless of the form of the action, whether in contract, tort (including negligence), or otherwise, even if KARIKUY has been advised of the possibility of such damages, and the Customer expressly waives any right it may have to recover such damages.

21. Severability

I understand and agree that in the event that one or more of the provisions of the Terms, for any reason, is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall

not affect any other provision hereof, and the Terms shall be construed as if such invalid or unenforceable provision had never been contained herein.

22. Entire Agreement.

The Terms contain the entire understanding between the Customer and KARIKUY in connection with the subject matter of the Terms and it supersedes and replaces all prior negotiations, statements, and representations concerning the subject matter of the Terms except as expressly contained in the Terms.

23. Amendment.

The Terms may not be amended, altered or modified, except by a written amendment executed by the Customer and KARIKUY.

24. Construction.

It is the intent of the Customer and KARIKUY that no part of the Terms be construed against any party because of the identity of the drafter.

25. Attorney's Fees and Costs.

If the meaning or application of the Terms is at issue in any litigation between the Customer (or his or her heirs or assigns) and KARIKUY, the substantially prevailing party shall be entitled to recover its, his or her attorney's fees and costs.

26. Knowing and Voluntary Execution

I have carefully read and fully understand the contents and legal ramifications of the Terms. I am aware that this is a release of liability and a contract between me and KARIKUY, and/or its affiliated organizations. The following signatures certify that the parties have read the above terms and conditions and accept and understand that they form part of this contract.

Executed this _____ day of _____, 20____

Signature of Applicant 1 _____

Signature of Applicant 2 _____

PARENT OR GUARDIAN OF A MINOR - I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, personally and on behalf of my child or ward, to the Terms.

Name of Minor _____

Signature of Parent or Guardian _____ Dated _____

Name of Minor _____

Signature of Parent or Guardian _____ Dated _____

**KARIKUY
TRAVELER DETAILS**

Trip Name _____ Trip Start Date _____

| TRAVELER 1 | | TRAVELER 2 | |
|--|--|--|-----------------------|
| Full Name (as appears on your Passport) | | Full Name (as appears on your Passport) | |
| Street Address | | Street Address | |
| City/State/Zip | | City/State/Zip | |
| Telephone (H) | | Telephone (H) | |
| (W) | | (W) | |
| (C) | | (C) | |
| E Mail | | E Mail | |
| Sex (please circle) | Male Female | Sex (please circle) | Male Female |
| Date of Birth | | Date of Birth | |
| Height/Weight | | Height/Weight | |
| T-Shirt Size (please circle preference; depends on availability) | XL L M Girl's L | T-Shirt Size (please circle preference; depends on availability) | XL L M Girl's L |
| Passport # (Must be valid at least 185 days from departure) | | Passport # (Must be valid at least 185 days from departure) | |
| Citizenship | | Citizenship | |
| Occupation | | Occupation | |
| Medical/Allergies | | Medical/Allergies | |
| Emergency Contact | | Emergency Contact | |
| Emergency Telephone | | Emergency Telephone | |
| Smoker (please circle) | Yes No | Smoker (please circle) | Yes No |
| Vegetarian (please circle) | Yes No | Vegetarian (please circle) | Yes No |
| Please List Any Other Dietary Needs, Allergies or Medical Concerns | | Please List Any Other Dietary Needs, Allergies or Medical Concerns | |
| Bed Preference (please circle) | One bed Two beds _____ If sharing accommodations with a person not on this form, please write name of roommate above. | | |