

# Trek America Tour Conditions

Please read these booking conditions carefully, they form an important part of the contract for your holiday.

All holidays advertised in our brochure and on our website are operated by Trek America Travel Limited trading as Grand American Adventures, registered number 4803471 (hereinafter called "the Company", "we", "us" or "our"), a member of Travelopia with its registered office situated at Travelopia, OHIO 108, 108 High Street, Crawley, West Sussex, RH10 1BD

Please note: Adequate and valid travel insurance is compulsory for all Grand American Adventures travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

## 1. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 6576, administered by the Civil Aviation Authority ("CAA"). When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This certificate is a financially protected document where you can get information on what this means for you and who to contact if things go wrong. We or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you).

You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed for a suitable alternative, through an alternative ATOL holder or otherwise for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claim which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has had success where you have claimed under the ATOL scheme. When you buy an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy arrangements other than an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times. The price of your holiday includes the amount of £250 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at [www.abta.com](http://www.abta.com). If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply. We are a Member of ABTA, membership number Y0696. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at [www.abta.com](http://www.abta.com).

## 2. How to Book

To make enquiries about our holidays you can contact us in several ways: directly over the telephone, via our website [www.grandamericanadventures.com](http://www.grandamericanadventures.com) (website), through an approved travel agent or by email. To make a booking you must pay the relevant deposit and agree to our terms and conditions online. For bookings which include visits to United States National Parks, Forests and Public Lands, you must also complete, date and submit to us Exhibit B. The person making the booking (the "lead name") must be 18 (eighteen) years old or over and possess the legal capacity and authority to make the booking and accept these booking conditions and the terms set out in Exhibit A (and if applicable, Exhibit B) on behalf of everyone in their party. As applicable a reference to "you" or "your" includes any person on your party. When making this booking, you warrant that you have the authority to enter into this contract on behalf of all other members of your party and that you are responsible for ensuring due payment of all monies payable in respect of this booking in the event of default by any member of the party. Whether you book alone or as a group, we will only deal with the lead name in all correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking

and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations. You need to pay a non-refundable deposit to us at the time of booking of at least 10% of your selected travel arrangements (minimum GBP50/EUR80/US\$220/AUS\$270/NZ\$290 per person; GBP400/EUR480/US\$570/AUS\$720/NZ\$760 per person for the Cruise to the Heart of the Amazon; GBP550/EUR660/US\$790/AUS\$990/NZ\$1050 per person for the Churchill Polar Bear Experience or 8 day Alaska, Fjords and Glaciers Cruise; GBP970/EUR170/US\$390/AUS\$750/NZ\$1650 for 15 day Alaska, Inside Passage & San Juan's Cruise; For the Bear Viewing Extension, a non-refundable 50% deposit is required. For all tours, you may also be required to pay for any non-transferable and non-refundable items such as national park entrance fees and permits. We will then invoice you for the remainder of the cost due before your travel, which you must pay not later than 56 days before departure. If you book less than 56 days before departure, full payment (less any payment which must be paid locally) must be made on booking. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit and any other relevant charges. If you do not pay the local payment on the due date your booking will be cancelled (and we shall have no further liability to you) and cancellation charges will be levied as appropriate. The tour deposit is calculated from the full standard tour price and is not based on a discounted price (if applicable).

In conjunction with your tour we can also book you return international flights starting from most UK airports. Our standard flight deposit is GBP125/EUR150/US\$180/AUS\$225/NZ\$240 per person, with the balance due no later than 56 days before departure, however some fares may require full payment at time of booking and this will be advised when you make your flight booking. If we accept your booking the we issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your deposit payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you approximately 6 weeks before the departure of your holiday, and will not be issued unless payment of the due balance has been received and any cheques have cleared. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you. With regards to local payments, tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. Where your booking includes a donation payment the donation shall be considered part of the holiday price and must be paid no later than the final balance of your holiday price. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

It is a condition of your booking that you and all members of your party provide certain information that must be sent to the relevant authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advance Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as "E-Borders". The information you must provide will include, but not be limited to, full name - as shown in your passport or travel document, gender, date of birth, country of citizenship, emergency contact information, travel document type, number, country of issue and expiry date, and for travel to the US, your country of residence and the address for your first night's stay.

When you book your flight through the Company, you must provide this information to the Company with your initial reservation or by accessing your account on our website. In all cases this information must be provided to us no later than 14 days prior to departure or you are subject to cancellation without refund. When you arrange your own flight directly with the airline, you must provide this information to the airline between 6 months and 24 hours before departure. Passengers who are denied boarding or entry for improper documentation/failure to provide required information will receive no refund. Persons under the age of 18 travelling to an international destination must carry a notarised letter of consent signed by both parents and/or legal guardian.

## 3. Prices, Surcharging & Air Passenger Duty

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. Before you make a booking we will give you the deal with the lead name in all correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking

limitation of the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full (Net Cost Charges). We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £100 per person together with an amount to cover agents' commission. This means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your holiday booking and receive a full refund, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges, but we will refund in full amounts exceeding such 2%, after deducting an administration charge of £100 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. If you have booked flights through us Air Passenger Duty ("APD") which is payable by all passengers departing from UK airports, is included in the price of your holiday/flight ticket. The price of your holiday will include APD for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

## 4. If you Change or Cancel your Booking

1. If, after our confirmation has been issued, you (i) make a change to your existing booking, we will charge an amendment fee of GBP50/EUR100/US\$80/AUS\$90/NZ\$100 per booking for each change or (ii) wish to change to another of our holidays or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name at least 56 days before departure and you pay GBP50/EUR100/US\$80/AUS\$90/NZ\$100 per person (GBP900/EUR1600/US\$688/AUS\$900/NZ\$945 per person for Antarctica tours) to cover our administration costs. 2. In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another holiday or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the holiday. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 56 days of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges. For Self-drive Campervan Tours, shortening of a rental period will be quoted as a new rental and will be subject to availability and calculated at the retail rate with no promotional or other special offers applied or applicable.

3. Subject to section 4.4, where you are unable to travel you can transfer your booking to another person, providing the following conditions are met: a) you notify us in writing at least 56 days before departure and give us authority to make the transfer; and b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your holiday booking ("transferee"); and c) the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking; and d) the transferee shows us evidence of their holiday insurance, as your policy cannot be transferred, and the premium cannot be refunded; and e) payment is made by you of an administrative charge of a minimum of GBP100/EUR120/US\$150/AUS\$180/NZ\$200 per person plus payment of all costs charged or levied by those supplying your travel arrangements, and the holiday must be paid in full at the time of the transfer. Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses.

4.4. Some airline carriers and other transport providers treat name and departure date changes, such as date and time changes, as a cancellation once the ticket has been paid for in full. Accordingly, you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket. If you wish to adjust flight details after booking but prior to e-tickets having been issued and up to 90 days before departure, this can be done once free of charge, subject to availability, airline rules and the following terms.

The airfare would need to be re-calculated and any additional costs would need to be paid if applicable. Airfares constantly change so prices can only be guaranteed at the time of booking and payment. All subsequent flight changes would be subject to our standard amendment fee. It is the client's responsibility to ensure all details are checked after re-booking to ensure all dates and times are correct. 4.5. You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to

incur costs from the time the contract is confirmed we will return your deposit and in addition will apply other available charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers you wish to cancel from the booking:

Period before departure when notice of cancellation is received	Cancellation charge per person as percentage of total booking price
More than 90 days before departure date	Loss of deposit
89 days or less before departure (or failure to join the holiday or failure to pay any any local payment due) (inclusive)	100% of the holiday cost

Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another holiday. We strongly recommend that you take out adequate insurance which covers against irrevocable cancellation charges.

4.6. It is recommended that reservations for pre and post tour accommodation are made at least 35 days before the departure date of the tour. If you cancel a reservation for pre or post tour accommodation that has been confirmed after final payment has been made, and between 56 days and 35 days of departure, then an amendment fee of GBP25/EUR30/US\$40/AUS\$50/NZ\$50 will be charged. If a reservation for pre or post tour accommodation is cancelled within 35 days of departure then such accommodation cost becomes 100% non-refundable. For the avoidance of doubt, this clause only applies to pre and post tour accommodation.

4.7. All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name in writing and in English and delivered by hand, fax, email or sent by recorded delivery post to Grand American Adventures, 16/17 Grove Mills, Wand Road, London, SW12 0NE.

## 5. If we Change or Cancel your Booking

Due to changes and itineraries shown for holidays are indicative only and subject to change. We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking. We plan the arrangements for your holiday many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in the brochure are for guidance only and subject to change. Your Confirmation Invoice will show the latest planned timings. Your actual flight timings will be shown on your invoice and are displayed on [www.checkmytrip.com](http://www.checkmytrip.com) which you should check carefully as soon as you receive your invoice. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include: a significant change of destination, a change in accommodation to that of a lower category, a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK departure airport (excluding changes between London airports, London, Dons, Ebbsfleet and Ashford stations and between Dover/Folkstone ports). A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. Changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either: (a) accepting the change; or (b) accepting a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one; or (c) cancelling your holiday. In which case you shall receive a full refund of all monies paid. In the event that we notify you of a major change to your holiday, you must notify us of which option you accept as soon as possible.

**Minimum numbers:** We may also have to cancel your holiday arrangements. This is unless otherwise specified, are based upon a minimum number of passengers travelling together, and in the unlikely event that this number is not reached, we reserve the right to cancel the tour, offer an alternative date, offer the same date with any relevant supplement, or refund all monies paid. We will advise the lead passenger no later than six weeks prior to the tour departure date (if the minimum numbers required for a tour have not been achieved).

**Guaranteed Departures:** Some of our holidays are described as guaranteed departures and are therefore not subject to minimum numbers in accordance with the provisions detailed above ("Guaranteed Departures"). Please note that only those tours clearly and expressly designated as a Guaranteed Departure via the use of our [Guaranteed symbol] are subject to these provisions and all other tours are subject to minimum numbers as detailed above. The Company reserves the right to change, at any time, which tours are Guaranteed Departures and you are advised to check before you book via our website or via telephone if your tour is or is not still subject to our Guaranteed Departure promise. If your holiday is a Guaranteed Departure then please note we will not cancel it for a reason of minimum

numbers not being obtained and we confirm that as soon as one person pays a deposit and we issue a Confirmation Invoice for that holiday then the Guaranteed Departure holiday shall proceed (provided such person does not thereafter cancel before any other bookings are made). We may however contact you if minimum numbers aren't reached to offer you an alternative tour which has reached minimum numbers. For the avoidance of doubt this clause is without prejudice to our rights to cancel all holidays, including Guaranteed Departures, for reasons amounting to force majeure (as defined below) or as otherwise may be detailed in these Terms and Conditions. Please note that Guaranteed Departure holidays are subject to changes and amendments as otherwise may be contemplated or envisaged in these Terms and Conditions.

We will not cancel your holiday less than six weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking or offer you, if available, a replacement holiday from us of equivalent or similar standard and price (at the date of the change). If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate. Please note that if you book a holiday departure date that is "guaranteed", in rare instances your holiday may run with less than 5 passengers.

Where we make a major change to or cancel your holiday (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance, or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below.

Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change or cancellation:

Period before scheduled departure date when we notify you of a major change or cancellation	Compensation payable per person
Before balance due date	Nil
Between balance due date and 14 days before travel (inclusive)	£20
Between 13 days and the date of travel (inclusive)	£30

This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard compensation payment.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

In the event we cancel your booking due to reasons of Force Majeure we will not pay any compensation. Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, epidemics, health risks and other natural acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.

Under European Law (European Community Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of and delays to flights. Full details of these rights are published at EU airports and are also available from affected airlines.

However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us. Your right to a refund and/or compensation from us is set out in section 5. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7453 6888 or at [www.caa.co.uk](http://www.caa.co.uk).

## 6. Conditions of Carriage & Limitations

Our obligations, and those of our suppliers providing any service or facility included in your booking, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Except in instances of personal injury or death, where the Company is found to be liable for damages in respect of its failure to carry out the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally but not necessarily be limited to three times the basic holiday price shown on the Confirmation Invoice (or on the latest Amendment Invoice issued). Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the

companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract, and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Grand American Adventures, 16/17 Grange Mills, Weir Road, London, SW12 0NE.

We shall have no liability where the cause of the failure to provide, or failure in, your trip or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you or a person on the booking or attributable to someone not connected with you, or to a person whose negligence or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

6.2. If any international convention applies to you or governs, any of the services or facilities included in your holiday arrangements, or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961, in respect of carriage by sea, the Athens Convention 1974, in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

6.3. If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased, your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your holiday booking up to a total cost to us of £5,000 cost as long as the following conditions are met:

(i) you must ask us for such assistance within 90 days of the misadventure; you must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and

(ii) in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance

6.4. If you are joining the holiday locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group.

6.5. We may operate trips in regions where standards of quality, accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided. All company holidays, but especially those in remote or high altitude regions with dangerous wildlife, involve a risk of injury, loss or damage to property, inconvenience and discomfort. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort and by completing our booking form, you acknowledge that you have read and understood these booking conditions and agree to assume all risks associated with the holiday to the maximum extent permitted by law. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. It is a fundamental condition of joining any of the holidays described in this brochure that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment are possible. If we are unable to complete the proposed itinerary owing to the reasons stated above, we will either transport you to the end point of the itinerary, or return you to the starting point, or provide an agreed alternative itinerary. Pro rata refunds will be given for services not utilised in such circumstances wherever possible. If a passenger is unable, or does not choose, to complete an itinerary outlined for a holiday, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or for any period when the passenger is not present with the group.

6.6. Please note that the timings of air, sea, or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

6.7. Flight Notice, Flight Information & EU Blacklist

This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the European Community Regulation (EC) No. 889/2002 or the Montreal Convention, and it does not form part of the contract between the carrier(s) and us. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.

Air carrier liability for passengers & their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to £13,000 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than £6,000 SDRs.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delays is limited to £694 SDRs.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to £131 SDRs.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to £1,000 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible.

In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting & actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information: The basis for the rules described above is the Montreal Convention of 28 June 1999 which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

6.8. In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban/>.

6.9. In accordance with European Community Regulation (EC) No. 2111/2005, we are required to advise you of the air carrier operating your flight/ connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: American Airlines, British Airways, Continental Airlines, United Airlines, Air Canada, Lufthansa, KLM, Delta Airlines, Virgin. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours; changes to aircraft type; change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

6.10. Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

## 7. Complaints

If you have a complaint about our arrangements whilst away, you must immediately notify our local representative or your tour leader and the relevant supplier of the service. If you are not happy with their action in response please follow this up within 30 days of your holiday's completion by writing to us at Grand American Adventures, 16/17 Grange Mills, Weir Road, London, SW12 0NE, giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

## 8. Details of Insurance

Adequate and valid travel insurance (and, where you book a Self-drive Campervan Tour, insurance for campervans and liability insurance) is mandatory for all clients while on one of our holidays. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers.

The insurance schemes (including without limitation travel insurance and, where you book a Self-drive Campervan Tour, insurance for campervans and liability insurance) we recommend are designed to cover all activities included in our itineraries and the featured optional extras. Please note, however, that these insurance policies may not cover you for any activities you purchase that are not pre-booked nor featured in official Company literature. If you choose not to take the insurance we recommend you are responsible for ensuring that you are in possession of travel insurance (and, where you book a Self-drive Campervan, insurance for campervans and liability insurance) for the entire duration of the holiday in respect of all medical expenses, injury, death, repatriation (including without limitation helicopter rescue and air ambulance), cancellation and curtailment, with cover/benefits equal to/greater than the insurance we recommend. If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday.

For Self-drive Campervan rental, you are fully liable for any damage to the self-drive campervan or third party property if:

- these booking conditions, or the terms of the rental contract, are breached;
  - if the driver does not hold an appropriate driving licence;
  - if the damage to the campervan is caused by careless, willful or reckless driving;
  - (i) driving under the influence of alcohol or drugs;
  - (ii) driving on unsealed or restricted roads or restricted areas;
  - (iii) water submersion or saltwater damage occurs.
- Passengers travelling on vehicles owned by the Company (which for the avoidance of doubt do not include self-drive campervans on Self-drive Campervan Tours) are covered by passenger liability insurance up to a maximum of £3 million per group per incident, and by completing our booking form you acknowledge that the Company has taken all reasonable steps to safeguard its liability in this respect.

## 9. Visa, Health, Passport, Travel Documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or British Foreign and Commonwealth Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you may incur, including any cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your local embassy or the consulate in question if you have any queries. Clients travelling overseas to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

When travelling to the USA, you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the U.S. must have either (i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or (ii) a valid passport and a valid visa which must be obtained before travel from the U.S. authorities. The U.S. authorities require passengers travelling to the U.S. under the Visa Waiver Programme to register on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied admission to the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the U.S. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at <http://esta.cbp.dhs.gov/esta/esta.html> and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with you.

For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website <http://uk.usembassy.gov/visas/>. We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure.

**Please Note:** when you register for ESTA you must have a valid passport at the time of registration and for any travel to the USA your passport must be an e-Passport that contains the microchip and the e-passport symbol. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport. Please note that the nationals of some countries can only travel to the U.S. if they have a valid visa as they are not eligible for the Visa Waiver Programme. There is a \$16 fee per person charge which is payable by credit or debit card when applying. As announced by the U.S. Customs and Border Protection, this fee will remain in effect until the U.S. Customs and Border Protection of providing and administering the ESTA system and is in addition to the mandatory \$10 travel

promotion fee established by the Travel Promotion Act of 2009. This is subject to change.

When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from the United Kingdom, United States and others who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the travel agent (Country and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant.

The Cuban authorities require proof of valid medical insurance before allowing visitors to gain entry to the country. It is essential that you have a copy of a valid travel medical insurance policy and insurance certificate or other suitable evidence in your possession on arrival at the Cuban airport, port or marina. Please ensure that you keep the policy documents easily to hand upon arrival. U.S. residents visiting Cuba must ensure that any medical insurance policy that they purchase covers them for travel to Cuba.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of your permit. We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner. When assessing whether holidays or expeditions will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. Check permit. We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. 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# Tour Conditions

continued...

security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

**U.S. Privacy Notice:** The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening under the authority of 49 U.S.C section 14, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 CFR parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records and the privacy impact assessment, please see the TSA website at [www.tsa.gov](http://www.tsa.gov).

Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

## 12. Tour Leader Authority & Behaviour

On an active group holiday it is necessary that you abide by the authority of the tour leader, who represents the Company. The tour leader is not an employee of the Company, however they are appointed by the Company to guide your holiday. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the tour leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or ferry or any of our overseas staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight/outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.

You are not to be carried by means of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

In the U.S., the legal drinking age is 21, in the Canadian province of Alberta it is 18 and in British Columbia it is 19. The Company does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication or the use of illegal drugs. If you are over the legal drinking age and you choose to drink, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury and/or death. You should also know that the underage use of alcohol or any use of illegal drugs can result in imprisonment. Your participation in this holiday is an acknowledgement by you that you will act as a mature adult and will be responsible for your own decisions.

**For the purpose of this section, reference to "you" or "your" includes any person in your party.**

## 13. Your Accommodation

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on the latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

## 14. Trip Details

Tour information on the website supersedes any other written material that you may have in regards to your tour. The website will be considered the most up-to-date and accurate.

## 15. Special Requests

We will consider special requests such as vegetarian meals, high or low floor preferences in your accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

## 16. Participation Requirements

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 6-17 years may accompany their parents on holidays designated as family adventures, city breaks or villa holidays and (b) older teenagers may be allowed to join group holidays provided they are accompanied by a parent or guardian who accepts full responsibility for them. The minimum age for children on family adventures is 6 years old and family volunteer holidays 10 years.

The tour leader is not responsible for any activity which you undertake, because you are in the best position to know your own individual competence with respect to any activity you engage in. Agreeing to our terms and conditions and Exhibit A (and if applicable, Exhibit B) signifies your agreement to this. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit. Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of their disability, age or a temporary injury. To take full advantage of the services you need to pre-book 48 hours in advance of the flight. You can book your assistance and find out more via our website [www.grandamericanadventures.com](http://www.grandamericanadventures.com).

## 17. Law & Jurisdiction - Mandatory Applicable Law and Exclusive Forum Selection

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it. For the avoidance of doubt, neither the courts of your country of domicile nor the courts of the country where your holiday is to take place nor any other courts shall have jurisdiction instead of or in addition to the courts of the jurisdiction set out above as appropriate.

## 18. Liability

Our liability in respect of claims involving death or personal injury. Where the holiday is a package within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992, and your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland the following will apply and sets out our liability (including any limitation as to damages) to you.

We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. Subject to the limitations of damages set forth in this Agreement, we are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken;
- due to an event which even with all due care we could not foresee or forestall.

The release of liability and assumption of risk that you must sign before we accept your booking (Exhibit A and, if you book a National Park element with your holiday, Exhibit B) will not be relied upon by the Company or any third party provider of services and we will not seek to exclude your rights to bring a claim or to exclude liability for death or personal injury provided that your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland.

You are responsible for your own luggage and personal belongings and we shall not be liable for loss of or damage to any luggage or personal belongings unless the same is caused by our negligence. You are advised to ensure your insurance (see clause 8 above) adequately covers loss and/or damage to your luggage and personal belongings. Our maximum liability for loss of or damage to your luggage or personal belongings, for the entirety of your party, is limited to US\$1,000,000 with a maximum sum of \$250,000 per any individual item.

## 19. Severability

In the event that clause 17 of this contract is struck down, invalidated or disappplied for any reason whatsoever by any court whatsoever, clauses 17 and 18 shall be severed from the remainder of the clauses of this contract, which shall remain valid and enforceable.

## 20. US Forum

This clause shall apply where a U.S. court has struck down, invalidated, disappiled or declined to enforce or

have regard to clause 17 of this contract for any reason whatsoever, or in the event that a claim in respect of death or personal injury is issued or filed, or you threaten to issue or file, in a court within the United States of America and where:

- you have stated your intention in correspondence to issue or file the claim in a U.S. court or have issued or filed court proceedings in a U.S. court; and/or
- you have issued or filed proceedings in a U.S. court and that court has indicated it will accept jurisdiction, despite the provision of clause 17 of this contract, and for any reason; and
- the claim is against Trek America Travel Limited, or any of their owners, affiliates or subsidiaries, or any of the third party suppliers who are responsible for the provision of services in the U.S. The following will apply and sets out our liability to you.

I. THE ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY AS DETAILED AT EXHIBIT A AND EXHIBIT B (WHERE YOU BOOK A NATIONAL PARK ELEMENT ON YOUR HOLIDAY) THAT ALL MEMBERS OF YOUR PARTY HAVE SIGNED WILL APPLY IN RELATION TO YOUR CONTRACT AND TREK AMERICA TRAVEL LIMITED, ANY OF ITS OWNERS OR AFFILIATES (INCLUDING BUT NOT LIMITED TO TRAVELOPIA AND ANY OF THE THIRD PARTIES INVOLVED IN THE PROVISION OF SERVICES, MAY RELY ON THE PROVISIONS AND EXCLUSIONS OF LIABILITY CONTAINED WITHIN THIS DOCUMENT IN ITS DEFENSE OF YOUR CLAIM.

II. THE TERMS OF EXHIBIT A AND EXHIBIT B (IF YOU HAVE BOOKED A NATIONAL PARK ELEMENT WITH YOUR HOLIDAY) ARE INCORPORATED INTO THIS CONTRACT. WE ARE TO BE REGARDED AS HAVING ALL THE EFFECT OF ANY LIMITS AND EXCLUSIONS CONTAINED IN EXHIBIT A AND EXHIBIT B. YOU CAN FIND THE EXHIBIT A AND EXHIBIT B WORDING AT: [www.grandamericanadventures.com/booking/terms.html](http://www.grandamericanadventures.com/booking/terms.html). YOU CAN ASK FOR A COPY OF EXHIBIT A AND EXHIBIT B BY WRITING TO US AT: TREK AMERICA TRAVEL LIMITED TRADING AS TREK AMERICAN ADVENTURES, 16/17 GRANGE MILLS, WEIR ROAD, LONDON SW20 0E. YOU MUST EITHER SIGN AND RETURN OR ELECTRONICALLY AGREE TO EXHIBIT A AND EXHIBIT B (IF RELEVANT) BEFORE YOUR BOOKING WILL BE CONFIRMED BY US.

III. MANDATORY ARBITRATION: YOU AGREE THAT ANY DISPUTE CONCERNING, RELATING OR REFERRING TO A CLAIM FOR DAMAGES DUE TO INJURY OR DEATH WHICH OCCURS DURING OR IN CONNECTION THE HOLIDAY AND WHERE THAT CLAIM IS COMMENCED OR TRANSFERRED TO U.S. JURISDICTION SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ACCORDING TO THE THEN EXISTING RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN AN ARBITRATION CONDUCTED IN ATLANTA, GEORGIA, U.S.A. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE DELAWARE LAW. THE DISPUTE WILL BE RESOLVED BY A SINGLE ARBITRATOR WHO MUST BE A LAWYER ADMITTED TO PRACTICE IN THE COURTS OF AT LEAST ONE STATE IN THE U.S. AND HAVE A MINIMUM OF FIFTEEN YEARS OF EXPERIENCE IN CIVIL LITIGATION. THE ARBITRATOR SO DESCRIBED WILL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY TO THE DISPUTE SHALL HAVE THE RIGHT ON A SINGLE OCCASION TO VETO THE DESIGNATION OF SUCH ARBITRATOR SO LONG AS BOTH PARTIES WAIVE THE RIGHT TO RELY ON ANY STATE LAW OR STATUTE WHICH CREATES AN EXCEPTION TO ENFORCEMENT OF THE REQUIREMENT THAT DISPUTES BE RESOLVED PURSUANT TO ARBITRATION IN THE MANNER SET FORTH HEREIN.

IV. IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING BROUGHT BY THE CUSTOMER IN U.S. JURISDICTION, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY IRREVOCABLY AND FOREVER RELINQUISH AND WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

V. WHERE THE CUSTOMER CHOOSES OR THREATENS TO BRING A CLAIM UNDER THIS CONTRACT OR RELATED IN ANY WAY TO THE HOLIDAY IN THE COURTS OF DELAWARE AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF OR BASED ON ANY RIGHT ARISING OUT OF OR RELATING TO THIS CONTRACT OR WITH RESPECT TO ANY LEGAL CLAIM WHATSOEVER RELATED TO THE HOLIDAY (INCLUDING ANY CLAIM BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY) SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE, OR IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

EXHIBIT 'A'  
ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY [Please read carefully]

I. RESPONSIBILITY - I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER TREK AMERICA TRAVEL LIMITED NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES (INCLUDING BUT NOT LIMITED TO TRAVELOPIA (COLLECTIVELY "TREK AMERICA"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENCE OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT GRAND AMERICAN ADVENTURES NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD GRAND AMERICAN ADVENTURES RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, TREK AMERICA IS NOT RESPONSIBLE FOR ANY NEGLIGENCE OR WILLFUL

ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMER NEGLIGENCE, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF GRAND AMERICAN ADVENTURES, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

II. ACKNOWLEDGEMENT OF RISK: I understand and acknowledge that my travel in connection with and participation in the travel or vacation package ("Vacation Package" or "Trip") arranged at my request by Grand American Adventures may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognise the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realise and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of Grand American Adventures or the negligence or participation of other passengers, contractors and/or subcontractors of Grand American Adventures. I also recognise and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the travel and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behaviour and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any and all losses or damages, injuries or losses caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of Grand American Adventures.

IV. RELEASE OF LIABILITY: In consideration of the services and arrangements provided by Grand American Adventures, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Grand American Adventures, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE IN CONNECTION WITH OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF GRAND AMERICAN ADVENTURES.

V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSTITUTIONAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Grand American Adventures, its owners, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

VI. MEDICAL AUTHORISATION: I hereby authorise any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

VII. MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of treatment and medical expenses which may be incurred by me or on my behalf during such Trip.

VIII. SEVERABILITY: I agree that if any term set forth in this Exhibit 'A' is found to be unenforceable, all other terms set forth in this Exhibit 'A' are severable from the terms that are invalidated.

IX. CONFLICT: In the event of any inconsistency or conflict between the terms of this Exhibit 'A' and any terms or conditions otherwise applicable to the Trip, the terms of this Exhibit 'A' shall prevail.

X. MANDATORY ARBITRATION: I hereby acknowledge that I have read and understood the Mandatory Arbitration provisions set forth in clause 18 of the Booking Conditions for my Trip and agree to be bound by such provision in the event that a claim in respect of death or personal injury is issued or filed by me or I threaten to issue or file such a claim in a court within the United States of America as set forth therein.

## EXHIBIT 'B'

ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY - APPLICABLE FOR ALL BOOKINGS WHICH INCLUDE VISITS TO UNITED STATES NATIONAL PARKS, FORESTS AND PUBLIC LANDS

In consideration of the services of American Adventures Limited Inc, dba TrekAmerica, their owners, directors, officers, agents, employees, shareholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Grand American Adventures"), I hereby agree as follows:

Although Grand American Adventures has taken reasonable steps to provide me with appropriate equipment and skilled tour leaders so I can enjoy an activity for which I may not be skilled, Grand American Adventures informs me that all activities are not without risk. I agree that certain risks are inherent in each activity and cannot be eliminated without destroying their unique character. I accept that these inherent risks can be the cause of loss of or damage to my equipment, accidental injury, and illness or in extreme cases, permanent trauma or death. Grand American Adventures believes it is important for me

to know in advance what to expect and to be informed of inherent risks. The following list describes some, but not all, of the activities that contain risks.

Aircraft Flight	Ballooning
Biking	Board Surfing
Bungee Jumping	Canoing
Climbing	Deep Sea Fishing
Hiking	Horse Riding
Jet Skiing	Kayaking
Parasailing	Sailing
Scuba Diving	Snorkelling
Water Skiing	Water Slides
Windsurfing	White water Rafting

I understand the list of activities is not complete and that other unknown or unanticipated inherent risks may result in injury or death. This includes, but is not limited to, injury while 'travelling' or riding in any type of vehicle, car, van or any other mode of transport and/or transportation; and walking/running or otherwise engaged in any kind of physical activity. I agree to assume and accept full responsibility for the activities I choose to participate in and accept full responsibility for risks identified herein and any inherent risks not specifically identified. I acknowledge that my participation in any activity is purely voluntary and I elect to participate in spite of and with full knowledge of the inherent risks.

I ALSO ACKNOWLEDGE THAT AMERICAN ADVENTURES LIMITED INC IS A SEPARATE COMPANY, AUTHORIZED TO OPERATE UNDER THE GRAND AMERICAN ADVENTURES NAME, WHICH OPERATES ALL TOURS IN THE UNITED STATES AND CANADA AND IS RESPONSIBLE FOR THE HIRING AND SUPERVISION OF ALL TOUR LEADERS.

I acknowledge that I have responsibilities as a participant. I certify that I will fully consider my ability before participating in any activity. Therefore, I assume and accept full responsibility for myself (and all minor children in my care, custody and control) for bodily injury, death or loss of personal property and expenses which may result from those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, or as a result of my negligence. I acknowledge that the staff of, including the leader appointed by, Grand American Adventures is available to more fully explain to me the nature and physical demands of any activity and the inherent risks, hazards, and danger associate with the activity.

In consideration of the services and arrangements provided by Grand American Adventures, I do hereby release, waive, discharge, hold harmless and agree to indemnify Grand American Adventures, and their owners, officers, directors, agents and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the activities described above.

In consideration of the services and arrangements provided by Grand American Adventures, I do hereby release, waive, discharge, hold harmless and agree to indemnify Grand American Adventures, and their owners, officers, directors, agents and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the activities described above. THIS RELEASE AND INDEMNITY AGREEMENT CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS. CERTAIN FEDERAL LAND AGENCIES DO NOT ALLOW SERVICE PROVIDERS TO BE RELEASED BY THEIR CLIENTS FROM LIABILITY FOR INJURIES OR OTHER LOSSES OCCURRING WHILE OPERATING UNDER PERMIT ON THOSE FEDERAL LANDS (LANDS MANAGED BY THE NATIONAL PARK SERVICE).

Therefore, except to the extent federal rules or regulations prohibit my doing so, restricted federal lands (I, adult participant and /or parent(s) of a minor participant) agree to the terms and conditions stated herein (and if English is not my native language, I have asked for explanations where needed). I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family, including minor children.

- When assessing whether holidays will operate
- we use information from our local offices in conjunction with advice from the Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information please visit our Travel Aware page
- [www.grandamericanadventures.com/](http://www.grandamericanadventures.com/)
- [travelaware.org](http://travelaware.org) and the government websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country(ies).