



# WILD EARTH JOURNEYS

## TERMS AND CONDITIONS

### **“Journey to Mongolia, Bunkhan Camp” With Photographer Thomas Kelly and Upaya July 2<sup>nd</sup>-22<sup>nd</sup>, 2010**

#### PAYMENTS, CANCELLATIONS & REFUNDS:

To reserve space with Wild Earth Journeys a \$500 deposit is required. Final payment is due no later than 60 days prior to departure. Wild Earth Journeys reserves the right to cancel a reservation if full payment has not been received 60 days prior to departure. For reservations made within 60 days of departure date, full payment is required when the reservation is accepted. All cancellation notices must be received by email or fax, and will become effective from date of receipt.

#### PAYMENT PROCEDURE:

You can use Paypal if you feel comfortable with it via [www.paypal.com](http://www.paypal.com) or you can wire: \$500 deposit with your name securing your place on Journey to Mongolia: Bunkhan Camp with Photographer Thomas Kelly and Upaya July 2-22<sup>nd</sup> 2010 .

Account Name: Nepal Investment Bank Ltd. (formerly Nepal Indosuez Ltd.)

Bank Name: CITIBANK NY

Swift Code: CITIUS33

Bank Address: 399 Park Avenue, New York NY 10043, USA

#### FOR FURTHER CREDIT TO:

Account No: 001 2554942

Account Name: Virginia Carroll Dunham

Bank Name: Nepal Investment Bank Ltd

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Swift Code: NIBLNPKT

Bank Address: Durbar Marg, Kathmandu, Nepal

You will receive confirmation of receipt of funds and forms, welcoming and verifying your registration as a pilgrim on this journey.

**CANCELLATION POLICY:** If it becomes necessary for you to cancel your trip (or any portion thereof), please notify Carroll or Madhu at Wild Earth Journeys in writing, email or fax immediately. Wild Earth Journeys will assess a cancellation charge to cover loss of nonrefundable advance payments made to land operators and government agencies; communication expenses, and the loss of time that may otherwise permit resale of your space.

**CANCELLATION CHARGE:**

61-90 days prior to departure \$500 per person

31-60 days prior to departure 50% of land cost

30 days prior to departure no refund

At or after trip departure no refund

Wild Earth Journeys will not grant partial refunds for any unused trip arrangements after the trip has commenced or any refunds to trip members who do not complete any portion of the itinerary. Leaving a journey in progress, for whatever reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of a journey.

We strongly recommend you purchase a trip cancellation/interruption insurance to protect your travel investment at the time of sign up. This coverage will offset cancellation charges in the event of illness before or during the trip. Trip cancellation/interruption and baggage insurance is available at a supplemental cost. Details and application will be sent to you upon receipt of your trip deposit.

**TRAVEL INSURANCE:**

Everyone who comes with us must have individual travel insurance to cover emergencies, helicopter rescue costs, and incidental expenses such as extra travel (rejoining or repatriation) costs. A

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policy arranged with one of the companies we recommend is probably best. You are strongly recommended to adopt a policy which also provides cancellation and extra baggage fees.

Wild Earth Journeys reserves the right to cancel trips that are below trip minimum of 8 persons. All trip members will be notified a minimum of 30 days before the trip departs and will receive a full refund. If we cancel the trip in progress, you will receive a prorated refund based on the number of days not completed of the trip.

In the event of trip cancellation, Wild Earth Journeys is not responsible for additional expenses incurred by trip members (e.g. nonrefundable “advance purchase” air tickets, medical expenses, and passport and visa expenses). Any airline tickets issued are subject to the carrier’s refund policy.

## RESPONSIBILITY:

Wild Earth Journeys shall not be held liable for (a) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act of omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider and (b) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other causes beyond their control. The participant waives any claim against Wild Earth Journeys for any such loss, damage, injury, or death.

By registering for a Wild Earth Journey, the participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other participants.

Wild Earth Journeys reserve the right in their sole discretion to accept, decline to accept, or remove any participant on a Wild Earth Journey trip. Wild Earth Journeys reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of participants.

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Wild Earth Journeys will not be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the participant's departure city. Baggage and personal effects are at all times the sole responsibility of the participant. We will not be responsible for any refund for nonrefundable airline tickets or any airline tickets purchased by the passenger directly from an airline or travel agent.

## BASIS OF RATES:

All prices are based on two persons sharing a room or gher (yurt). All prices and fares are quoted in US dollars. The rates are based on current tariffs and are subject to change due to unforeseen circumstances. While we do everything to maintain the listed prices, if it is necessary to levy a surcharge, we reserve the right to do so, and notification will be given at the time of final invoicing.

## INCLUDED IN TRIP COST:

Accommodation and meals (breakfast, lunch, dinner), educational materials, pre-departure information, entrance fees, excursions, and sightseeing as noted and included in the itinerary, all gratuities except horsemen; ground transportation during the trip, transfers to and from group flights where applicable, services of Wild Earth Journey experts, lecturers, guides, tour manager, and any other staff, taxes, port charges, baggage handling, service charges.

## NOT INCLUDED:

Air transportation and related fees, passport and visa expenses, baggage/accident/cancellation insurances, personal expenses, such as laundry, telephone calls, and alcoholic beverages, and any other items not specifically noted.

## SINGLE/SHARED ACAMODATION:

A limited number of single rooms/gher is available at extra cost on a first-come, first-served basis. We will assist persons requesting a roommate. Participants will be notified if a suitable roommate is not available, in which case the single rate will be charged. Itinerary charges: The itinerary is subject to modification and change by Wild Earth Journeys. Every reasonable effort will be made to operate programs as planned, but alterations may occur after final itineraries are sent.

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## HEALTH REQUIREMENTS:

You must be in good physical and mental health.

Any physical condition, diet, or treatment requiring special attention must be reported when reservations are made. You will be required to complete and send to us a Travel Profile Form giving your medical information, which will be treated in confidence.

## PARTICIPANT RESPONSIBILITY:

Participants assume the responsibility to select a trip most appropriate to their physical abilities and interests. Participants are responsible for being in sufficiently good health to undertake their trip and may be required to obtain a physician's release to participate in this trip. Members are also responsible for studying all pre-departure information; for bringing all detailed equipment and clothing; for conforming to standards of personal hygiene to minimize risk of traveler's disease; for acting in a manner considerate of fellow group members and the countries visited. Smoking is not permitted in buses, cars, tented camps and other designated nonsmoking areas.

Please check our website for further pre-departure information on clothing and equipment, suggested reading list, medical information, visa requirements and cultural background information.

RELEASE AND ASSUMPTION OF RISK FORM

# WILD EARTH JOURNEYS

Please scan or fax and return to:

Wild Earth Journeys

[Carroll@wildearthnepal.com](mailto:Carroll@wildearthnepal.com)

977-1-4438883

## WILD EARTH JOURNEYS RISK AND LIABILITY

Wild Earth Journeys and its staff and representatives hereby give notice that they are acting as agents for hotels, transportation operators, tour guides and suppliers, and will not be held liable for any change or alteration of schedule due to natural causes, airline delays and changes, political unrest, illness, or other factors which are beyond their control. They are able to assume no responsibility for the condition, operation or safety of any aircraft, vehicle, or accommodation, which may be made available to participants in a Wild Earth Journeys pilgrimage or retreat. Wild Earth Journeys reserves the right to accept or reject any person as a trip member at any time. In the case of any inconvenience, injury, loss, or damage to clients, any extra cost in the above-mentioned situations should be borne by the clients. Wild Earth Journeys reserves the right to change, cancel or re-price any portion of this trip when deemed necessary. In the unlikely event of a trip cancellation, Wild Earth Journeys will reimburse clients all monies due based upon the difference between the quoted trip price and the cost of services already provided. Participants on this trek assume the responsibility to be in good mental and physical condition before the departure date, and do not suffer any condition or disability that would create a hazard for him/herself or other participants, and are responsible for studying all pre-departure information as well as obtaining all of the necessary provisions as described in the Trip Information Package.

I acknowledge and understand the risks of travel in remote areas where injury, delay, or unpredictable events may occur. I am aware that trip activities necessarily involve certain dangers and risks, including but not limited to: forces of nature; injuries that may be associated with exposure to the elements; injuries from indigenous fauna, flora and livestock, injuries that may be associated with hiking, backpacking, climbing and swimming; injuries that may be associated with traveling to and from the pilgrimage/wilderness site; disease associated with international travel. With this awareness, affirming that my participation in any activity is my own choice, and should any problems arise, and in partial payment for

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the right to participate in this program, I do hereby assume full responsibility for such dangers and risks, and I do expressly release and will hold harmless Wild Earth Journeys and its agents and associates from any and all liability, actions, causes of action, debts, claims, or demands of every kind and nature whatsoever, which I now have or which may arise from or in connection with this program/pilgrimage or participation in other such activities. I agree to indemnify and hold harmless Wild Earth Journeys for all special expenses incurred by it in connection with any injury or danger suffered by me. The terms hereof shall constitute a release and assumption of risk by me and by all members of my family, including minors accompanying me, and shall be binding on my heirs, executors, and administrators, and on those of my family. I agree that if any portion of this release of risk/liability form is found to be void, the remaining portions of this agreement will remain valid.

Signed \_\_\_\_\_

Date (m/d/y) \_\_\_\_\_

Name (printed) \_\_\_\_\_

Witness \_\_\_\_\_

Relationship \_\_\_\_\_