



Erik's Adventures LLC Terms and Conditions

Event: Peru Inca Trail Marathon Tour June 29th-July 8th, 2012

Please read the Terms and Conditions very carefully. They outline the terms under which Erik's Adventures, LLC will operate and they limit our liabilities. These booking conditions will form part of your contract with Erik's Adventures LLC, located at 6901 High Point Rd, Arena, WI 53503. Different terms and conditions may apply between you and any one of the hotels, car rental companies, cruise companies, trains, and airlines, other service providers, etc, that are associated with your itinerary.

RESERVATIONS, DEPOSITS & FINAL PAYMENTS:

A Deposit of US\$ 500 (non- refundable inside of 90 days to start of travel) per person is required to proceed with your reservation. If your tour includes a spot on the Inca Trail to participate in the race, your deposit will be non-refundable and non transferable from the time your information is processed to the Government of Peru (from 9/15/2011 onward).

The balance of the payment must be received no later than 60 days before you commence your tour. If a reservation is made and confirmed by us within 60 days of departure, full payment is due at the time of confirmation of services. Any changes to the tour itinerary once finalized will result in a minimum charge of US\$ 100 per person per change.

CANCELLATION: All cancellations and refund requests must be made in writing.

Spectators: A full refund of your deposit less any cancellations that may be levied by service providers (such as Peru Rail) will be made, provided that we have received the cancellation in writing at least 90 Days prior to departure. Thereafter the following fees will be imposed based on the number of days prior to departure plus any cancellation charges levied by service providers. 90 - 45 days- full loss of deposit. 44-30 days- 50% of the tour price. Cancellation less than 30 days will have no refunds.

Racers: Your deposit and race entry will be non-refundable and non-transferable from the time your Inca Trail entry is processed by the Government of Peru (from 9/15/2011 onward). All deposits received on or after 9/15/2011 until the race is closed will be non-refundable and non-transferable to another racer from the moment you confirm your registration and spot in the race with a deposit.

The following fees will be imposed based on the number of days prior to departure plus any cancellation charges levied by service providers (such as Peru Rail) 09/15/2011 - 45 days- full loss of deposit. 44-30 days- 50% of the tour price. Cancellation less than 30 days will have no refunds.

Please note: If you should cancel while the tour is in progress for any reason- No refunds will be made for any unused portions. No refund can be made for any tour accommodations, tour services, activities, or tour feature that you do not utilize.





TRAVEL PROTECTION PLAN: We strongly recommend that you opt for a travel protection policy should there be any unforeseen circumstances, which may lead to the cancellation of your tour. Absolutely Amazing Travel can assist you with your insurance. Please enquire at time of booking to include pre existing medical conditions. You may go to www.amazingtravel.com to see links to reputable insurance companies

TRAVEL DOCUMENTS: It is the passenger's responsibility to ensure that all of his or her visa and passport requirements are met. All participants must be in possession of a passport valid for at least six months beyond the re-entry date in to the United States with two or more blank pages. Visas and necessary vaccinations may be required for some or all of the countries visited on your tour. Please check the visa requirements at the time of booking.

HEALTH REQUIREMENTS: Health regulations for some countries visited on your tour may require proof of inoculations and/or vaccination certificate; such certificate should be in your possession throughout the entire tour. It is our recommendation that you consult your personal physician or Passport Health via the web at www.passporthealthusa.com in regards to your itinerary and required inoculations. Erik's Adventures, LLC, will not be held liable if you do not have proper vaccinations / inoculations.

RESERVATION OF RIGHTS: Erik's Adventures, LLC (when deemed necessary) reserves the right to: (1) cancel any itinerary or any part of it. (2) Erik's Adventures reserves the right to alter any part of the itinerary if necessary (this includes, but is not limited to, substitution of hotels, rescheduling, re-routing, or canceling the actual Inca Trail Marathon Race on July 5, 2012) due to safety concerns, and/or circumstances outside its control (including but not limited to: worker strikes, dangerous weather conditions, changing government regulations, natural disasters- (floods, mudslides, earthquakes etc), sudden closure of the Inca Trail, hostilities, civil disturbances, strikes, riots, etc.). In the unlikely event that the actual Race or any other Tour activity is altered or cancelled for the above reasons- No refunds or credits will be issued. (4) Decline to accept to retain any person as a tour passenger should such person's health, mental or physical condition, in the sole opinion of Erik's Adventures, LLC- impede the operation of the tour for the other passengers. Tour members are held responsible for being in sufficient good health to undertake the tour. If a passenger is asked to leave while the tour is in progress, that person will be responsible for charges incurred on account of such departure from the tour and/or their return to the USA.

RESPONSIBILITY – LIMITATIONS OF LIABILITY: Erik's Adventures, LLC and its associates act only as agents for the owners and contractors providing means of transportation and other related services and shall not be or become liable or responsible in any way in connection with such means of transportation or other services, or for any loss, injury or damage to, or in respect of any person or property howsoever caused or arising. Erik's Adventures, LLC does not control the operations of these agents and as a result **CANNOT BE HELD LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER CLAIM** (including refunds or credits for the tour) which may occur as the result of any and/or all of the following (1) the wrongful, the negligent or arbitrary acts or omissions on the part of the independent supplier, agent, its employees or others who are not under the direct





control or supervision of Eriks Adventures, LLC (2) defects or failures of any vessel, air craft, vehicle or other instrumentality which is under the control of an independent supplier; or (3) loss, injury or damage to person, property or otherwise, resulting directly or indirectly from any Acts God, dangers incident to the sea, fire, breakdown in machinery or equipment, or wars (whether declared or not), hostilities, civil disturbances, strikes, riots, theft, pilferage, medical epidemics, quarantines or customs regulation, defaults, (4) Delays or cancellations or alterations in the trip itinerary due to schedule changes, or from any causes beyond Erik's Adventures, LLC control. (5) Further Erik's Adventures, LLC is not liable for any loss or damage resulting from insufficient or improperly issued passports, visas or other legal documents. (6) The Peru Inca Trail Marathon Tour involves some inherent dangers and risks associated with the activities that make up parts of the tour, and that it potentially may be hazardous. You agree to expressly assume all known and unknown risks associated with The Peru Inca Trail Marathon Tour, including but not limited to: loss of or damage your property; injury (including death); and accidents. Erik's Adventures is not liable for any injury, sickness, or in the unlikely event of death that could happen on tour or as a result of participating on the tour or any activity within the tour. Certain activities carry a higher risk of injury than others and all participants entering into any activity do so on their own free and assume all risks.

All coupons, vouchers, invoices, contracts and tickets issued by Erik's Adventures LLC, are subject to the terms and conditions outlined above.

DISCLAIMER: Please note that the tour information shown in your final itinerary may have changed by the time you actually travel. While every effort is being made to ensure the accuracy of the itinerary at the time of finalizing your tour, errors do occasionally occur. You must therefore check all details of your chosen holiday arrangements, including price at the time the booking.

BY SIGNING THIS DOCUMENT YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU ALSO UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Above Line for Signature and Date

Print full name here

Booking Code: ECRAS





Mail the original copy that you sign and date to:

Absolutely Amazing Travel
9841 Villa Pacific Drive
Huntington Beach, Ca 92646

