



TRIP APPLICATION 2011 / 2012

SHERPA TRAVEL, P O BOX 376, Lee Vining, CA 93541, Phone: 760-709-6068
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To participate, you must complete, sign and date this trip application form, and return to us by fax, email attachment or airmail as soon as possible to secure your space on the selected trip. Deposit of US\$300 per person is due with your application. Please write in block letters or type your details.

Name of Trip: _____ Trip Date _____

Your Full Name (exactly as it appears in your passport): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Fax: _____

Email: _____ Office Email: _____

Occupation _____ Marital Status: _____

Gender: _____ Age: _____ Height: _____ Weight: _____

Birth Date (Month/Day/Year): _____ Birth Place: _____

Citizenship: _____

Passport Number: _____ Place of issue: _____

Date of Issue: _____ Date of Expiration: _____

Dietary needs or restrictions, please describe: _____

Smoker: Non-smoker:

Describe the nature of your outdoor experience involving hiking, camping, and other activities:

I would like to share a double room: Non-smoker: Smoker:

I prefer to have a single room at additional cost: _____

In case of emergency, please notify:

Contact Person: _____ Relation: _____

Email: _____

Address: _____

Home Phone: _____ Cell Phone: _____ Office Phone: _____

How did you find out about Sherpa Travel? _____

**Release of Liability and assumption of all risks
(PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS)**

ASSUMPTION OF RISKS

I, _____ acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip which I may subsequently transfer to). I am voluntarily participating in the tour with knowledge that travel to the foreign countries and / or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance that are not operated nor maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Sherpa Travel or others. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND VERIFY THIS STATEMENT **BY PLACING MY INITIALS HERE:** _____

RELEASE

I acknowledge that the cost of all Sherpa Travel trips has been based upon Trip Participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate in such trip(s), I hereby RELEASE AND DISCHARGE SHERPA TRAVEL, INC. AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION. I agree this release shall be legally binding upon myself, all minors under age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Sherpa Travel, Inc. from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Sherpa Travel, Inc. and upon acceptance shall be deemed to have been entered into and to be performed in Lee Vining, California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association in San Francisco, California; (b) the dispute will be governed by California Law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Sherpa Travel. CST2100428-40.

I acknowledge that I have been advised that California has a Travel Consumer Restitution Fund, and that my tour is not covered by this fund because the foreign providers of transportation and travel services utilized for this tour are not registered as Sellers of Travel in California. I understand that this means I am not eligible to make any claim against that fund, and verify this statement **BY PLACING MY INITIALS HERE:** _____

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions", especially noting those regarding cancellation and refund policies, limitation of Liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Applicant: _____ Dated: _____

Parent or legal guardian of a minor: I certify that I am the parent or legal guardian of the below named minor and hereby give my permission for this minor to participate in the trip. I agree individually and on behalf of my child to the terms specified above.

Name of Minor: _____ Signature of Releasor: _____

TERMS AND CONDITIONS

Reservations

To reserve your place on a Sherpa Travel trip, please fill the enclosed trip application form and mail it to us along with a deposit of \$300. Each participant must submit a separate trip application. Our trips are normally filled 6-12 months in advance of departure. Early reservations are suggested as airlines often sell out of their best airfares many months in advance.

Upon receiving your trip application and deposit, we will send you a confirmation letter, detailed trip itinerary, suggested list of equipment and clothing, suggested reading list, general information necessary to prepare for your trip and pre-departure information. Final trip itinerary details and where to meet instructions will be sent to you 30-45 days prior to departure.

Payment Schedule

A deposit of \$300 is due at time of reservation along with trip application,
120 days prior to trip start date 50% of trip cost,
90 days prior to trip start date 100% of remaining balance,

Sherpa Travel, Inc. accepts only check payments and bank wire transfers for trip payments, and does not yet accept credit cards. Please make check or bank wire transfer payable to SHERPA TRAVEL, INC. Our bank account details will be sent to you if you choose to pay for your trip through bank wire transfer.

Single Room Supplements

Our trips are priced based on double occupancy. A single supplement is paid by participants who prefer a single accommodation (subject to availability). If you are traveling alone and want to share lodging, we will try to match you with a roommate. If a roommate is not available, then the single supplement will be charged at 50% discount from the single supplement noted in the trip itinerary.

Cancellation and Refund Policy

Cancellations must be notified in writing to Sherpa Travel. Cancellation fees shall be applied as per the following schedule:

121 days prior to trip departure: We will refund trip deposit minus bank fees,
120 days prior to trip start date: 100% of the deposit,
90-119 days prior to trip start date: 25% of the trip cost,
60-89 days prior to trip start date: 50% of the trip cost,
30-59 days prior to trip start date: 75% of the trip cost,
Fewer than 29 days prior to trip start date, 100% of the trip cost.

There will be no refunds if you leave a trip for any reason, after the trip has begun. No refund will be made for meals, accommodations not utilized.

Our cancellation policy applies in every instance. There will be no exception for any reason. Therefore, we strongly recommend that you purchase Trip Cancellation Insurance. Sherpa Travel, reserves the right to cancel or alter any trip prior to trip start date for any reason whatsoever, including insufficient signup or logistical problems that may impede trip operations. The refund of all trip payments received shall release Sherpa Travel from any further liability. Trip cancelled due to insufficient signup will be notified minimum of one month prior to trip start date.

Sherpa Travel has to make advance payments to its overseas tour operators far in advance of the scheduled trip start date. If a trip is cancelled due to Force Majeure (acts of God, such as earthquake, flooding, landslide, flight schedules due to bad weather, war, terrorism, and civil unrest), Sherpa Travel will promptly refund the portion of the trip cost not the advance made to the ground operators and use its best efforts to recover and refund the balance as promptly as possible. However, Sherpa Travel does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions.

Sherpa Travel is not responsible for expenses incurred by trip members in preparing for a canceled trip (e.g. nonrefundable advance purchase of air tickets, visa fees, vaccinations, equipment, etc.) or for any additional arrangements should the trip member have embarked prior to the scheduled group departure date. Once you have been confirmed on a trip that requires a medical certificate signed by a doctor, normal cancellation penalties apply if your doctor does not sign the certificate.

Limitation of Liability

These paragraphs (together with the Release of Liability section of the Application form) define our responsibility with respect to all our trips -

PLEASE READ CAREFULLY. Payment of deposit represents your acceptance of the following terms and conditions. Sherpa Travel, Inc. gives notice that services provided in connection with its itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Sherpa Travel in any way. Although it endeavors to choose the best suppliers available, Sherpa Travel has no right to control their operations and therefore makes these travel arrangements upon the express condition that Sherpa Travel, and its own agents and employees, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. Each of these passenger conveyance companies, hotels, restaurants, etc., is subject to the laws of the State or country where the service is provided.

Please be advised that California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, or foreign travel when the foreign "providers of transportation or travel services" are not registered Sellers of Travel in California or contributors to the Travel Consumer Restitution Fund. Since none of Sherpa Travel's foreign travel providers are in compliance with the California Seller of Travel Law, none of Sherpa Travel's tours qualify for coverage by the fund, and we are by law required to advise you that you would not be eligible to make any claim from that fund in the unlikely event of any default by Sherpa Travel, Inc. or any foreign suppliers. Sherpa Travel, Inc. shall not be liable for (a) expenses such as additional hotel nights, meals or transfers not specified in the individual trip itineraries that may be required either en-route, prior to, or following a trip, when caused by individual client's travel arrangements, by airlines, scheduling or airline schedule changes due to weather, canceled flights, missed flight connections, or by other factors not under Sherpa Travel's control; (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad; (c) bodily injury or property damage for any reason, including but not limited to acts of god, weather, quarantines, strikes, civil disturbances, theft, default, detention, annoyances, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which Sherpa Travel, Inc. has no control.

Sherpa Travel, Inc. reserves the right to take photographs and/or videos during any Sherpa Travel, Inc. trip, and to use those photographs and/or videos for marketing purposes for the Sherpa Travel, Inc. Sherpa Travel, Inc. reserves the right to decline to accept - or to retain from further participation - any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or behavior impede trip operation or the rights, welfare, or enjoyment of other trip members. A refund based on cost of unused land services is the limit of Sherpa Travel, Inc. responsibility in such a case.

California law requires sellers of travel to have a trust account or bond. This business has a trust account. Registration as a seller of travel does not constitute approval by the State of California. CST#2100428-40.