

### TRIP APPLICATION

Please enter all information into this form along with your handwritten signature at the bottom and mail or fax it to Classic Travel. You may also scan it and send it via email. A separate application must be filled out for each trip participant.

TRIP INFORMATION			
Name of Trip		Departure (mm/dd/yy)	Return (mm/dd/yy)
TRAVELER INFORMATION			
Full Name (as it appears in your passport)	Your Profession	D.O.B. (mm/dd/yy)	Sex
Street Address		Apartment/Unit #	
City	State/Province	ZIP	
E-mail Address	Phone	Cell Phone	
Passport #	Passport Expiration Date	Country of Citizenship	
2 <sup>nd</sup> Passport # (if you are a dual citizen)	2 <sup>nd</sup> Passport Expiration Date	2 <sup>nd</sup> Country of Citizenship	
MEDICAL INFORMATION			
Allergies		Dietary Restrictions	
Describe your health and explain any medical conditions and/or heart problems that you may have			
IN CASE OF EMERGENCY			
Person to be Notified	Relationship	Phone	
ROOMING (ONLY FOR GUIDED GROUP TRIPS)			
I'm willing to share a double room with a      Non-Smoker      Smoker      I prefer a Single Room (at supplemental cost)			

RELEASE FROM LIABILITY AND ASSUMPTION OF RISK		
<p>I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip which I may change to), that I have completed this form honestly and accurately, that I have read and accepted the booking terms and conditions, and that I have read and understood the details of the trip as it appears in the current Classic Travel brochure and supplements relating to the trip, together with all information contained in this application. I am aware that during the trip I'm participating in under the arrangements of Classic Travel and their agents or associates, certain risks and dangers may occur, including but not limited to hazards of traveling down rivers in kayaks/rafts, hiking through mountainous terrain, accident or illness in remote places without medical facilities, forces of nature, and travel by air, train, automobile or other conveyance.</p> <p>In consideration of, and as part payment for the right to participate in such trips or other activities, and the services and food arranged for me by Classic Travel and their agents or associates, I do hereby assume all of the above risks and will hold them harmless from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever, which I now have or which may arise from or in connection with my trip or participation in any other activities arranged for me by Classic Travel and their agents or associates. I accept that the terms hereof serve as a release from liability and assumption of risk for my heirs, executors and administrators and for all members of my family, including any minors accompanying me.</p>		
How will you purchase/obtain trip cancellation & medical/travel insurance?	Through Classic Travel	On my own
Would you like to sign up for our email newsletter?	Yes	No
Signature of Applicant or Guardian:	Dated:	

**Booking Terms and Conditions - These Terms and Conditions govern the relationship between you and Here N There Travel Inc. doing business as Classic Travel "the Company".**

**1. THE CONTRACT:** By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a contract between the Company and the Client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices. The Company or their agents reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereafter referred to as the "Client". These Terms and Conditions shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. The service to be provided is/are the tour(s) referred to in the booking confirmation.

**2. TRIP APPLICATION FORMS:** All Clients are obligated to complete any forms requested by the Company, hereafter referred to as "Trip Application Forms". The Client must complete the Trip Application Forms honestly and accurately. The Company will review the information submitted and keep the information in accordance with the published Privacy Policy. The Company reserves the right to challenge any information submitted or ask for further information.

**3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS:** The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and/or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests.

**4. DEPOSITS:** At the time of booking a non-refundable deposit per person per tour is due. If booking is made 60 days or less prior to departure, full payment is due. The non-refundable deposit and Trip Application Forms should be sent to the Company or its Agent. The deposit amount will be advised at time of booking and detailed on the invoice.

**5. FINAL PAYMENT SCHEDULE/ACCEPTANCE OF BOOKING:** The Company must confirm acceptance of the Client's booking in writing and/or email. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date of the service booked. If full payment is not received by the due date, then rates and tour space cannot be guaranteed. If a booking is made 60 days or less before the departure date of the trip, then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed, the Company reserves the right to treat the Client's booking as cancelled. If full payment is different to that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice. In order for the Company to confirm and guarantee the Client's travel arrangements, the Client must provide all Trip Application Forms with their final payment. If the Client does not provide all required documentation 30 days prior to the trip departure, the Company reserves the right to treat the trip as cancelled and cancellation fees will apply.

**6. CANCELLATION OF A TOUR BY THE CLIENT:** Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable. The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

- i) Cancellation 90 days or more before departure: refund of deposit, less \$20 for office fees.
- ii) Cancellation 89-60 days before departure: Loss of entire deposit.
- iii) Cancellation 59-31 days before departure: 50% of cost of services booked.
- iv) Cancellation less than 30 days before departure: 100% of cost of services booked.

**Insurance:** The full insurance premium for any insurance arranged through the Company is non-refundable. The Client is strongly advised to take out cancellation insurance at the time of making the booking.

**7. CANCELLATION OF A TOUR BY THE COMPANY:** The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 60 days before departure except for unusual or unforeseen circumstances outside the Company's control. When a tour is cancelled by the Company, the Client may choose to receive a full refund or apply the credit to an alternative tour. The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. Where a significant element of the trip cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour portions.

**8. UNUSED SERVICES:** There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

**9. BROCHURE AND WEBSITE VALIDITY:** The prices listed in our brochures and website are based on rates and costs in effect at time of printing the brochure or posting on the website. The Company reserves the right to alter prices at any time prior to the tour being paid in full. All dates, itineraries and prices are indicative only.

**10. ERRORS AND OMISSIONS:** Information given in brochures, the website, or other publication is given in good faith by the Company. Although the Company has made a concerted attempt to verify the accuracy of all statement made, the Company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear.

**11. FLEXIBILITY:** The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. The itinerary provided for each tour is merely representative of the types of activities contemplated, and the Company is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to unforeseeable circumstances or any other reason whatsoever.

**12. CHANGES:** While the Company will endeavor to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary by the Company. If the Company makes a major change, the Company will inform the Client as soon as reasonably possible. The definition of a major

change is deemed to be a change affecting at least one in three full tour days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Any changes made to alter the itinerary as a result will be made with full authority of the Tour Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

**Changes made by the Client:** The Client may apply to have the name of the reservation altered by the Company more than 60 days prior to departure. Name changes are not guaranteed to be made 60 days or less before departure. Any name changes are subject to Company approval.

**13. ACCEPTANCE OF RISK:** The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages, injuries or death resulting from these risks.

**14. AUTHORITY ON TOUR:** At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must notify the Company at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others, the Company may terminate the Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

**15. TRAVEL DOCUMENTS:** The Client must be in possession of a valid passport (passport must be valid 6 months past the return date) and all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

**Travel Documents Issued by Classic Travel:** All tour related travel documents such as vouchers, itineraries and invoices that are to be issued by the Company will be sent via mail no later than three weeks prior to the tour departure date and only once full payment has been received by the Company.

**16. INSURANCE:** It is required that all Clients obtain medical travel insurance while travelling with the Company. It is also highly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. When the Client has obtained travel insurance through the Company, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by the Company.

**17. RESPONSIBILITY FOR YOUR TOUR:** All services herein are organized by Classic Travel. Notice is hereby given that all arrangements made on behalf of the Client are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and/or persons engaged in carrying out the arrangements. Classic Travel acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveler, detention, delays or expenses arising from quarantine, strike, riots, theft, force majeure, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The Client acknowledges that the quality of the products organized by the Company, including accommodations and all other services related to the tour which are organized by the Company, are not within the control of the Company and that in any event the quality of such products may be compromised by local conditions. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. The information contained in this brochure is correct to the best of the Company's knowledge and the Company accepts no liability for any innocent inaccuracies contained herein. The Company reserves the right to alter any itinerary in progress or service at any time without penalty to the Company. Any additional expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any customer at the discretion of the organizer. Payment of deposit is taken as acknowledgement and agreement to these terms and conditions.

**18. CLAIMS AND COMPLAINTS:** If a Client has a complaint against the Company, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached or if there is no tour leader for the trip, contact the Company whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client's inability to claim compensation from the Company. If satisfaction is still not reached through these means on tour then any further complaint must be put in writing to the Company via its Agents or directly to the head office at [classic@classic-travel.com](mailto:classic@classic-travel.com) or Classic Travel Inc., 186 Maple Ave, Wallington, New Jersey, 07057, United States within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

**19. PHOTOGRAPHY RIGHTS:** The Client must be aware that our tour leaders and representatives may take photographs and films of our clients whilst on any of the tours of which the Company reserves the right to use such material for any advertising or brochure production without obtaining further consent. The company also reserves the right to use any comments clients make regarding the tours on any questionnaires or complimentary letters, to use in future promotional literature.

**20. EXCURSIONS:** Excursions and optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. When you book an excursion locally, you contract with the local company providing that excursion and not Classic Travel.

**21. SEVERABILITY:** In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

**22. APPLICABLE LAW:** The Terms and Conditions including all matters arising from it are subject to United States law and the exclusive jurisdiction of the United States judicial system.