

Please ensure you've read the Terms & Conditions on the adjacent page which contain all the requirements for booking your UTracks holiday. For all trips, we require a non-refundable deposit of \$500 unless the booking is made within 70 days of departure, in which case we require full payment. Some trips may require an additional deposit. Please refer to the detailed trip notes for details.

## PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE:  MR  MRS  MISS  MS  DR  OTHER

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB/CITY: \_\_\_\_\_ ZIP/POSTCODE: \_\_\_\_\_

TEL: (MOB) \_\_\_\_\_ (LAND) ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

TRAVELLING EMAIL/MOB: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) / / HEIGHT (IN CM): \_\_\_\_\_

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO

IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO

IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE:  MR  MRS  MISS  MS  DR  OTHER

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB/CITY: \_\_\_\_\_ ZIP/POSTCODE: \_\_\_\_\_

TEL: (MOB) \_\_\_\_\_ (LAND) ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

TRAVELLING EMAIL/MOB: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) / / HEIGHT (IN CM): \_\_\_\_\_

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO

IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO

IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PASSPORT DETAILS – optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) / / EXPIRY DATE: / /

## PASSPORT DETAILS – optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) / / EXPIRY DATE: / /

## TRIPS SELECTED

TRIP NAME: \_\_\_\_\_ TOUR CODE \_\_\_\_\_ DATE: / /

TRIP NAME: \_\_\_\_\_ TOUR CODE \_\_\_\_\_ DATE: / /

TRIP NAME: \_\_\_\_\_ TOUR CODE \_\_\_\_\_ DATE: / /

ROOM REQUIREMENTS  TWIN  DOUBLE  SINGLE  TRIPLE  OTHER ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: \_\_\_\_\_

DO YOU REQUIRE FLIGHTS?  NO  YES IF YES,  BUSINESS  ECONOMY  OTHER FREQUENT FLYER NUMBER: \_\_\_\_\_

HAVE YOU TRAVELLED WITH US BEFORE? UTRACKS  YES  NO SHERPA  YES  NO WORLD EXPEDITIONS  YES  NO

WOULD YOU LIKE TO RECEIVE YOUR PRE-DEPARTURE INFORMATION & TRAVEL DOCUMENT BY: OPTION 1: EMAIL  OR OPTION 2: NORMAL POST

WHERE DID YOU HEAR ABOUT US? \_\_\_\_\_

IN SIGNING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND DISCHARGE FROM ALL CLAIMS [CONDITION 19]. IF AGED UNDER 19, THIS FORM REQUIRES THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1: SIGNED: \_\_\_\_\_ DATE: / /

PARTICIPANT 2: SIGNED: \_\_\_\_\_ DATE: / /

## CREDIT CARD DETAILS – PARTICIPANT 1

VISA  MASTERCARD

CARD NUMBER: \_\_\_\_\_

EXPIRY DATE: / / CVV: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CARDHOLDER'S NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

## CREDIT CARD DETAILS – PARTICIPANT 2

VISA  MASTERCARD

CARD NUMBER: \_\_\_\_\_

EXPIRY DATE: / / CVV: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CARDHOLDER'S NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

**SEND FORM:** Please email, mail or fax this form to us

## UTRACKS

47 William Street Ottawa Ontario K1N 6Z9

f • 613 241 4189 e • info@utracks.com

AGENT'S STAMP

Please read carefully the terms in these conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions, which constitute the agreement between UTracks, trading as a division of World Expeditions Monde Ltd and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorized by UTracks.

## 1. How to Book

To reserve your place on one of the UTracks tours you should forward a booking form and a non-refundable deposit of \$500 (per trip, per person) to your nearest UTracks office. Note that some trips require the payment of an additional non-refundable deposit please refer to your trip notes. Receipt of your booking form and payment does not automatically confirm your position on the tour. You will be notified of the tour availability once we have received confirmation from our operators in Europe at which time your booking will be processed. If the tour is not available and an alternative departure is not suitable (self guided trips), or the trip is full (guided trips), we shall return your booking form and payment in full.

## 2. Payment

The prices quoted in the brochure and at [utracks.com](http://utracks.com) are for payment by cash, money order or credit card (Visa or Mastercard only). Prices are quoted in Canadian dollars to Canadian residents and quoted in US dollars to US residents and all payments must be made in the respective currency.

## 3. Amendments/Transfers/Cancellations

**AMENDMENTS:** If you wish to make amendments to your tour arrangements, you must notify UTracks in writing. Each amendment to your tour arrangements will incur a \$50 per person administration fee. All administration fees must be paid before departure. Amendments not allowed within 45 days of departure. Date changes will be treated as cancellations for self guided tours.

**TRANSFERS:** If you wish to transfer from one tour to another, you must notify UTracks in writing. UTracks will need to check the availability of your alternative tour. Once UTracks receives your notice and availability has been confirmed, the transfer will take effect subject to the following:

- if your notice is received more than 70 days prior to your original departure date, a \$500 transfer fee will apply. In addition, any increase in airfares or operational services will be payable by you; or
- if your notice is received within 70 days prior to your original departure date, 50% of your original tour price will be forfeited provided your notice is received at least 40 days prior to your original departure date, otherwise, 100% of your tour price will be forfeited;

Note: Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of UTracks.

**CANCELLATIONS:** If you wish to cancel your tour, you must notify UTracks in writing. Once UTracks receives your notice, cancellation will take effect subject to the following:

- if cancellation takes place more than 70 days prior to your departure date, you will forfeit \$500 of your tour cost;
- if cancellation takes place between 70 and 40 days prior to your departure date, 50% of the tour price will be forfeited; and
- if cancellation takes place less than 40 days prior to your departure date, 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used unless you receive agreement in writing by UTracks.

## 4. Health and Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations. You will be required to submit a medical questionnaire as proof that you are fit enough to participate in the tour 70 days prior to departure. If you have a pre-existing medical condition which is not well controlled and has required medical intervention in the past 24 months or are over 70 years of age, you must have your doctor complete your medical form to certify you as fit to participate. If you suffer from severe muscular, chest, heart, sight, hearing or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours can take place in remote areas where there is reduced access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility but insurance may cover you depending on the circumstances. While we do not discriminate by age, we strongly discourage participants over 70 years of age from joining our level 4 and 5 trips. UTracks reserves the right in its absolute discretion to refuse a participant the right to participate on a tour.

## 5. Medical Disclosure

You declare and warrant that

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to UTracks every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to UTrack's decision to permit you to go on the adventure tour additionally that pre-existing medical conditions are disclosed to your travel insurer and cover sought;
- immediately upon any adverse change in your health or fitness that may be likely to affect UTrack's decision to accept the risk of permitting you to go on the adventure tour, you will notify UTracks in writing of any such adverse change.

You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour. If you fail to comply with the duty of disclosure in this condition and if UTracks would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, UTracks will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

## 6. Tour Operations

UTracks does not operate all the tours. Many are operated by a collection of regional operators. Guided tours are not always exclusive UTracks departures. Guided tours will attract individuals from across the globe, and other group participants may not speak English. Guides will do their utmost to accommodate multi lingual groups and may conduct briefings in English and one or two other European languages.

## 7. Cancellation Due to Tour Booking Numbers

UTracks reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

## 8. Route Changes, Postponement, Cancellation or Delay

UTracks reserves the right to:

- change the date of departure or conclusion of the tour, or
- modify any aspect of the tour, or
- cancel or modify any routes within the tour or objectives set out in the itinerary, or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of UTracks, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of UTracks, there is a likelihood of any such event occurring which may impact upon the safety of the participants. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. UTracks also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event condition 3 applies in respect of the cancellation or transfer of a tour. Travel insurance may compensate you depending on the circumstances.

## 9. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by UTracks

- The information contained in UTracks' brochures, itineraries, and internet site is, to the best of UTracks' belief, correct at the date of publishing.

## 10. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with UTracks that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment and your responsibility to provide us with evidence of your policy before departure. You must ensure that your personal travel insurance covers all the activities you expect to participate in.

## 11. Airline

Any material published by UTracks, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by UTracks.

## 12. Tour Prices

Package prices are based on ground costs, exchange rates and assumptions made at the printing of the brochure. UTracks tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. UTracks reserves the right to amend tour prices (or any part) without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date. Should the increase of your tour price be greater than 7% of your original tour price, you have the right to cancel your trip and get a refund for the monies paid for your tour. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

## 13. Exclusions from Tour Price

The following items are excluded from the tour price:

- personal travel insurance;
  - airfares and travel expenses incurred to arrive at the joining city or town and associated taxes;
  - visa and passport charges;
  - extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary;
  - laundry, postage, personal clothing, medical expenses and items of a personal nature;
  - emergency evacuation and/or emergency search charges; and
  - tips and excess baggage charges.
- Refer to our tour notes for full details.

## 14. Force Majeure

If UTracks is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside UTrack's reasonable control, UTracks will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 8.

## 15. Assumption of Risk

You acknowledge that: a) by the very nature of adventure travel and walking, cycling and self guided holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays and involve potential exposure to injury; and b) the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and c) the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and d) you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the your government authorities and that it is your responsibility to acquaint yourself with that information or advice.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## 16. Disclaimer

You accept that: a) UTracks acts as a booking agent for third-party tour operators and accepts no liability for the acts or omissions of those third-party tour operators; and b) UTracks will not be liable for any breach of any law by any person with whom you travel on the tour; and c) you may not rely on any representations concerning the tour made by UTracks which are not contained in these conditions.

## 17. Release and Waiver of Liability

In consideration of UTracks accepting your booking application and in consideration of you being permitted by UTracks to join the tour:

- you release UTracks and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted (each of whom are collectively referred to as "World Expeditions and its employees") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the tour and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the wilful negligence or wrongful act of UTracks and its employees; and
- you waive any claims you have, or may at any time have, against UTracks and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from UTracks and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this contract.

## 18. Privacy

You permit UTracks to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to UTracks representatives in order to ensure your safety and well-being but will not be used by them for any other purpose.

## 19. Waiver

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

## 20. Severance of conditions

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 21. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of Ontario.

Should any conflict arise out of the application of the present contract, the Court of the province of Ontario will, at the exclusion of any other jurisdiction, proceed with all claims arising.