

**Trip Application: Peru – The Sacred Valley and Machu Picchu**

Please complete and return this Trip Application along with required signatures (on reverse side) as well as other required information as outlined to: **Cosmopolitan Adventure Tours, 56 Millard Rd., Larkspur, CA 94939**

Name (as it appears on your passport) \_\_\_\_\_

Address City State/Zip \_\_\_\_\_

\_\_\_\_\_

Day Tel./Fax/E-mail/Alt. Tel. \_\_\_\_\_

State of Health/Physical limitations \_\_\_\_\_

Age/Gender/Height/Weight/Occupation \_\_\_\_\_

Health conditions of which we and/or our overseas staff should be aware? [ ]Yes [ ]No If yes, explain (attach additional page if needed):

Are you a smoker? [ ]Yes [ ]No. Vegetarian? [ ]Yes [ ]No [ ]Other? \_\_\_\_\_

**Passport Information:**

Yes, I have included a photocopy of my passport's photo and information page with this Trip Application (required)

Passport #/Issue Date (mm/dd/yy)/Expiration date (mm/dd/yy) \_\_\_\_\_

Authority/Citizenship/Date of Birth (mm/dd/yy) \_\_\_\_\_

Place of birth (City/State) \_\_\_\_\_

**Emergency Contact information**

Emergency contact name of person not traveling with you \_\_\_\_\_

Relationship/Phone/Alt. Phone \_\_\_\_\_

Contact Address/City/State/Zip \_\_\_\_\_

Physician Contact Name/Phone \_\_\_\_\_

Personal health insurance: Carrier Policy #/Phone \_\_\_\_\_

Cancellation Insurance: [ ]Yes [ ]I decline

A separate form is required for each traveler.

Please read, sign and date the Waiver, Release of Liability & Assumption of Risk.

I acknowledge that travel (whether in civilized or remote areas and regardless of the transportation conveyance) and participation particularly in adventure activities that may be planned on this trip (such as, but not limited to boating, snorkeling, trekking, hiking, and animal viewing) contain inherent risks of illness (including, but not limited to, malaria and diseases not common in the United States), injury (including, but not limited to those caused or contributed to by auto and/or boating accident and the inadequacy and/or absence of safety devices, such as seat belts or flotation devices), emotional trauma, and/or death, which may be caused by negligence, forces of nature, or other agencies known or unknown. I recognize that such risks may be present at any time before, during and after the trip that I am participating in with Cosmopolitan Adventure Tours (CAT) I also acknowledge that adequate medical services or facilities may not be readily available or accessible during some or all of the time in which I am participating in the trip, and that evacuation, if necessary, and if available, can be prolonged, difficult and expensive. I am also aware that in developing nations such as many of those served by CAT the level of infrastructure development, sense of urgency, communications skills, attention to detail, quality standards, hygiene, political stability, cuisine, sanitation facilities, cleanliness, and business practices, among other things, may be deemed far inferior to those found in most industrialized nations. In all cases, trip members are responsible for comprehending all conditions stated and implied in the trip itinerary and selecting a trip that is appropriate to their interests and abilities; for disclosing in writing any potentially relevant medical or health conditions to CAT for preparing for the trip by reading the trip itinerary and supplemental trip information supplied by CAT for bringing appropriate clothing and related equipment and for following normal standards of personal hygiene and personal safety, as may be advised by the tour leader or local guides in order to lessen the risk of all potential traveler diseases or injuries. If applicable, as a participant in a group tour, I am aware that group travel requires compromise to accommodate varying personalities, wants, abilities and objectives of group members. I agree at all times to act in an appropriate social manner with my fellow trip members and to act in an appropriate and respectful manner in accordance with the customs of all places visited. I understand and accept that, my personal desires notwithstanding, my tour leader or guide may be required, based upon his or her experience and upon the wishes of the group members, to improvise and exercise his or her judgment and/or make good-faith decisions concerning the management of the tour. I agree further to abide by any such decisions. CAT and/or its local guides, teachers and tour leaders reserve the right, at their sole discretion, to ask a member to leave any group trip if,

in the leader's judgment, the person's behavior or condition may risk the health, safety, or well being of other trip members or the individual themselves. Such behavior or condition includes, but is not limited to contagious diseases, injuries and behavior that the guide or other group members find threatening or other offensive conduct. In such case, it will be deemed a cancellation within thirty (30) days. I understand that due to the nature of the destinations to which CAT organizes tours, and the necessity of the long lead times required to organize such tours, situations such as the following can and might be expected to occur: changes in tour leader or guide assignments; changes in sequence or timing of the itinerary; and/or changes in accommodations and/or transport, including but not limited to hotels, boats, ships, trains and automobiles. I understand further that due to the above-stated reasons, CAT cannot guarantee exact adherence to any itinerary or itineraries that I have been provided. I accept that if any of the aforementioned situations arise either before or during my trip, CAT may be required to make decisions to address the changed circumstances and that it may not be possible to provide me with advance notification. CAT gives notice that all services and arrangements for transportation, accommodations, and all other services and arrangements related to this tour have been made by CAT only as an agent for the various providers of tour and travel services, upon the express condition that CAT is not liable and does not assume responsibility for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, alteration, or inconvenience resulting from any act of any hotel, carrier, restaurant, or other company or person rendering any of the services included in the tour or caused by weather, sickness, strikes, quarantines, crime, terrorism, acts of war, or the willful or negligent acts of any other tour members, or any other cause beyond our control. Accordingly, we reserve the right to alter any itinerary, arrangements or dates, if it becomes necessary or advisable, due to such occurrences. If additional expenses are required by such alteration, each participant agrees to pay said additional amounts. Accordingly, I waive any right or cause of action of any kind whatsoever against, and release from any liability whatsoever, CAT and its officers, directors, tour leaders, teachers and employees, ("Released Parties") arising from my participation in the trip, excepting only liability that directly arises from the gross negligence or intentional misconduct of BCAT. This waiver and release shall apply to any claim of injury to person or property, including but not limited to any personal injury, death, dismemberment, inconvenience or delay or disruption of services, suffered in preparation for, arrival at, during, or in departure from the trip. I also agree to indemnify and defend each Released Party from any and all claims, actions, suits, and demands (including reasonable attorneys' fees and costs) brought by a third party arising from or in connection with my action or conduct, during the trip. I intend and agree that this waiver and release is also binding upon my heirs, legal representatives, successors, and assigns. I understand and acknowledge that all fares of passage of travel and rates quoted have been quoted in good faith, but are subject to change without notice at the sole discretion of CAT and its agents if costs change because of currency fluctuations or any other unavoidable circumstances. My rights arising from or in any way relating to contracts of travel and/or passage shall be solely based upon the form of contract from time to time utilized by each transportation company and as represented by their ticketing or other documentation supplied as part of the tour. These agreements shall be construed under and governed by the laws of the State of California. Exclusive venue and jurisdiction over any dispute arising hereunder shall be in the District Court of California in and for the County of Marin. In the event that any action or proceeding is brought by either of us, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs. If any of the terms of these agreements or the Terms & Conditions incorporated by reference is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the intent of the original provision. Where a court is unable to construe any unenforceable or invalid provision to make it binding, the court will sever and delete the provision. In any event, all other terms which remain valid and enforceable will survive and remain in full force and effect. I have carefully read and understand the foregoing and having done so, I am signing it voluntarily. I also acknowledge that I have carefully read the Terms & Conditions, including the terms regarding cancellations and refunds, and I agree to be bound by all stated conditions therein. Further, I recognize, represent and acknowledge that my execution of this Agreement is a necessary pre-condition to participation in the trip, that I am over the age of 18 years and that I am in sound physical and mental condition.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Insurance Clause: I understand that CAT Terms and Conditions cancellation policy prevails and we cannot in some cases give refunds on cancelled, pre-paid travel arrangements. I acknowledge that I have been informed about the importance of cancellation and supplemental medical insurance. I also understand that I must elect this coverage within 15 days of making my initial trip deposit in order for the optional insurance policy to cover cancellations necessitated due to pre-existing medical conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Medical Proxy: If I am unable to authorize my own medical attention, I authorize CAT or its subcontractors or agents to authorize medical attention on my behalf. I agree to hold harmless and release CAT and its agents from any liability for medical attention authorized by them, their subcontractors or agents on my behalf. CAT assumes no liability regarding provision of medical care or evacuation services. Any of our staff or sub-contractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a "good Samaritan."

Signature \_\_\_\_\_ Date \_\_\_\_\_