

# Terms and Conditions

## Pioneer Travel Program – Peru – April 2019

### Definitions

SA – Skyline Adventures

Client – Lewis & Clark College (L&C)

Traveler(s) – the individual(s) who travels to Peru within the group.

Group – consists of 8 travelers or more

### Terms of payment

Reservations & Payments: Reservation Form must be accompanied by a deposit in the amount of \$500.00 USD per person. Deposit payment is due by Saturday, December 1, 2018. Final Payment is due by Tuesday, January 15, 2019 and any balance received thereafter will be charged a 5% late fee. It is our policy to hold travel documents until full payment is received. All payments must be made to Lewis & Clark College.

NOTE: If payment is made by credit or charge card, L&C accepts Visa, Mastercard, American Express, and Discover.

Escrow Protection: Lewis & Clark College (L&C) deposits all of your payments directly into our separate client account. It means that such funds will be maintained separate and apart from our operating funds until approximately 60 days prior to departure (or at any time a payment is needed for your trip) when we are required to pay for all the costs of your trip.

Cancellations/Refunds: Written cancellation received by L&C no later than January 15, 2019, will result in a full refund less an administrative fee of \$500 per person. In the event of later cancellation by the participant, NO REFUND will be made. NO REFUND will be made for any part of this program in which you choose not to participate. L&C and SA reserve the right to cancel this program at any time prior to departure if it is deemed necessary, or if registration numbers prove insufficient by January 15, 2019, and, if cancelled, a full refund will be made to those persons registered at that time.

Please note: See the “Inclusions & Exclusions” document for a full list of activities, meals, fees, and items included and not included as part of the trip.

## **Single Occupancy Rooms**

Single occupancy rooms during hotel stays are available for an additional \$200 (\$500 non-refundable deposit, plus final payment of \$1,650). Note: single occupancy pricing pertains to nights in hotel accommodations. All nights on trail will be spent in 2-3 person tents, depending on group composition and tent availability.

## **Optional Activities**

Optional activities furnished by independent suppliers not affiliated with SA and L&C carry with them various inherent risks which can cause serious personal injury. Although precautions are taken by suppliers to guard against such dangers, your safety cannot be guaranteed. Should you elect to participate in such activities while on this program, you must understand that participation will be at your own risk and SA and L&C can assume no responsibility for your safety.

## **Responsibility**

SA and L&C serve only to assist in making necessary travel arrangements, cultural and educational programming, and event production for its participating members, and in no way represents, or acts as agent for, transportation carriers, hotels, and other suppliers of services connected with this program. Therefore, SA and L&C are not liable for any injury, damage, loss, accident, delay, or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in performing any of the services involved. Additionally, responsibility is not accepted for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters or other such causes. All services and accommodations are subject to the laws of the country in which they are provided. SA and L&C do not accept liability for any airline cancellation or delay incurred by the purchase of an airline ticket. Baggage and personal effects are the sole responsibility of the owners at all times. SA and L&C reserve the right to make changes in the published itineraries whenever, in its sole judgment, conditions so warrant, or if they deem it necessary for the comfort, convenience or safety of the tour participants. SA and L&C also reserve the right to decline to accept any person as a participant in the program, or to require any participant to withdraw from the tour at any time, when such an action is determined by the appropriate SA and L&C staff representative to be in the best interests of the health, safety, and general welfare of the tour group, or of the individual participant.

**Traveler's Representations:** Acceptance of the Confirmation/Invoice covering this trip and payment thereof certifies that you have not recently been treated for, nor are you aware of any physical or other condition or disability that would create a hazard to yourself or other members of this tour, and is also an acceptance of the trip conditions applicable to the trip and that you have read and understand those conditions.

**Travel Insurance Information:** We highly recommend that you take out additional personal travel insurance for your trip. For your reference you can get an insurance plan for \$60 - \$80 that will cover \$10,000 to \$25,000 of emergency medical expenses and up to \$200,000 to \$500,000 of emergency medical transportation. See [insuremytrip.com](http://insuremytrip.com) or [allianstravelinsurance.com](http://allianstravelinsurance.com) for sample policies.

## **Liability (Force Majeure)**

SA disclaims responsibility for any loss, damage, accidents, sickness or changes in schedules resulting from causes beyond the control of SA. Such causes include, but are not limited to, acts of nature, labor disputes, or any other irregularity beyond SA's control. SA reserves the right to alter routes, itineraries or departure times, without prior notice, should the necessity arise. In case of any changes in flights (domestic and international), the travelers shall pay any additional cost caused by this, at the time the service is provided (extra hotel nights, meals, transfers etc.). We advise all traveler(s) to have comprehensive travel insurance to meet all contingencies.

## **General Liability**

SA & L&C will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- The act(s) and/or omission(s) of the traveler(s) affected or any member(s) of their party; or
- The act(s) and/or omissions(s) of a third party not connected with the provision of the services and which were unforeseeable or unavoidable; or
- Circumstances beyond SA's or L&C's control as defined under Force Majeure.

At no times is SA or L&C responsible for indirect (consequential) damages.

## **Travel Notes**

It is the passengers' responsibility to ensure that they are in possession of all necessary travel and health documents before departure, including a passport that is valid for at least three months after return travel date. We cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to carry any necessary documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties imposed on SA or L&C, you will be responsible for reimbursing SA or L&C accordingly.

Travelers suffering from any known or suspected medical condition that can have an effect on travel, including walking and sleeping at elevations up to 16,000ft, or women more than 28 weeks pregnant, must notify L&C at least 30 days before departure. In these cases, they must also produce a medical certificate confirming fitness to travel. L&C reserves the right to refuse or to cancel bookings if relevant certificates are not produced. In this regard, L&C and SA will not be liable for any failure, negligence, or deceit on behalf of the traveler.

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