

BOOKING TERMS AND CONDITIONS

CONTRACT

All bookings are made with Runcation Travel (RT). By booking a trip you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party. Your booking is confirmed and a contract exists between us when you receive receipt of both registration and payment.

DEPOSIT

You are required to pay a deposit of \$750 USD per person per trip for your booking to be confirmed. This deposit is non-refundable. If your booking is made within 90 days of departure then the full amount is payable at the time of booking.

FINAL PAYMENTS

Payment of the balance of the trip price is due 90 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as canceled.

PERSONAL DETAILS

In order for us to confirm your booking you must provide all requested details with your initial payment. Necessary details include but are not limited to your full name (as listed on your official passport or travel document), date of birth, nationality, passport or document number, passport issue and expiration date, cell phone number, current and past running experience, dietary requirements and any pre-existing medical conditions related to your participation in a RT trip. If someone registers for you, they must also provide this information on your behalf. If you do not provide the requested details by RT it may result in a non-refundable cancellation of your trip.

CANCELLATION BY YOU

Cancellation is considered initiated on the date that RT receives written confirmation from you. If you cancel:

- Deposits are non-refundable

- 91+ days from the trip start date: 50% of total trip cost refunded

90 days or less from the trip start date: No refunds. If such cancellation is made within 90 days before the start of the retreat, we will retain the full payment amount. However, if another person can be found to take your place, then we may offer you a refund at our discretion.

You are strongly encouraged to take out cancellation insurance to cover potential loss due to cancellation on your part. If you do not arrive for the trip, arrive late or leave early no refunds will be issued and you are responsible for any additional costs associated with transport to and from the tour.

CANCELLATION BY US

We may cancel a trip at any time up to 90 days before departure if the trip has not met the minimum booking numbers. We may cancel a trip at any time prior to departure due to terrorism, natural disasters or other external events that prevent us from safely operating the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate trip or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance or non-refundable flights.

AMENDMENTS BY US

Occasionally, changes may have to be made (e.g., weather, baggage transportation, mountain trail conditions), which we reserve the right to do at any time. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. RT reserves the right to make itinerary adjustments when necessary if we deem a scheduled run, activity or destination unsafe due to weather conditions or other local considerations. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure.

TRANSFERS

If you wish to transfer your deposit from one trip to another you must notify us at least 150 days prior to your original departure date. A fee of \$170 per person will apply and will be deducted from your original deposit. If you notify us less than 150 days prior to the proposed departure date the refund policy applicable to cancellations will apply.

INCLUSIONS

The price of your trip includes:

- All accommodation as listed on the “what’s included” page for your trip
- All transport as listed on the “what’s included” page for your trip
- All meals as listed on the “what’s included” page for your trip
- All organized runs as listed on the “what’s included” page for your trip
- In-country transport as listed on the “what’s included” page for your trip
- Pre-trip communication and a trip packet
- Experienced RT trip leaders

NOT INCLUDED

The price of your trip does not include:

- International flights
- Alcohol or beverages
- Meals not listed as included on the “what’s included” page for your trip
- Visa and passport fees
- Travel insurance
- Any others exclusions listed on the “not included” page for your trip

SOLO TRAVELERS

For all tours that use hotels as lodging, pricing is based on double occupancy. Solo travelers do not need to pay a single supplement, and will be roomed with another solo traveler on the trip.

RUNNING REQUIREMENTS

Each RT has specific requirements related to trip level and difficulty. By signing up for a RT trip you acknowledge the specific running requirements necessary to participate in the tour. For all participants unable to adhere to these trip requirements, they may be asked to find their own transportation to the next destination and may not be able to join the guided group runs. This is at the discretion of the trip guides and is for the safety, well-being, and positive experience of everyone involved and the running tour group as a whole.

GROUP SIZES

Each trip has a specific set of minimum and maximum number of participants. If a trip has not met the minimum group size by the time that balances are due (90 days prior to departure) then RT reserves the right to cancel that trip. Participants should be aware of the possibility and withhold from booking flights until given confirmation that the trip is confirmed and will be running. In the event that RT cancels a trip, full credit transfers or refunds will be issued.

PASSPORT AND VISAS

You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements.

TRAVEL INSURANCE

We strongly recommend that you purchase travel insurance, which can include trip cancellation and medical insurance. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation. You must provide either 1) proof of travel insurance or 2) a signed document choosing to decline coverage prior to the trip start date in order to participate on a RT trip.

ASSUMPTION OF RISKS AND RELEASE

If you participate in activities during your Tour, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; the hazards of traveling in the mountains with unstable weather and trail conditions; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature

whatsoever which you now have or which may hereafter arise out of or in connection with your Tour or participation in any activities in which you participate.

PHOTOS, VIDEOS, AND MARKETING

By making a booking on a RT trip, the participant allows their likeness to be used by RT and RT-authorized third parties for advertising and promotional purposes in all media forms, including photos and videos. All participants give permission to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity, advertising, and promotional purposes.

PRIVACY POLICY

Your personal information may be used for any purpose associated with trip operating purposes. Your details otherwise will not be disclosed nor sold to any third-party.

AIRLINES

Any penalty imposed by an airline, including for airline service between points on the Tour (“Internal Air”) or travel to or from the Tour, is your responsibility.

Your decision not to participate on the Tour due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but you may join the Tour late if you wish.

BAGGAGE

We assume no liability for loss or damage to baggage in transit to and from a Tour or while on a Tour. We recommend purchasing a supplemental travel insurance package.

Children: Unless otherwise indicated in the Tour description, all Tour passengers must be at least eighteen (18) years of age. However, some activities contained within an Itinerary may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking. We reserve the right to marginally exceed the published maximum group size on family Tours to accommodate a family.

SUPPLIERS ACTS OR OMISSIONS

The Operator acts only as an independent contractor to supply or arrange for the travel services named in your Itinerary or otherwise to procure services or goods from third parties such as airlines, hotels and other lodging providers, local hosts, guides, bus lines, car rental companies, driving services, restaurants and providers of entertainment (the “Suppliers”). The Operator and Runcation Travel assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers.

ACTIVE ELEMENTS, MEDICAL CONDITIONS, AND SPECIAL ASSISTANCE

Some of our Tours incorporate active elements such as hiking and trail running; you are responsible for familiarizing yourself with the level of activity that will be involved in your Tour. You must disclose in your Participant Information Form (or at such later time when you become aware of such a condition) any existing physical or mental illness, disability, pregnancy or any other condition which may create a health hazard for yourself or others during the Tour or for which you may require medical attention or special accommodation during the Tour. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking for a determination of what assistance we can reasonably provide. We regret that we cannot accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In no instance will our Suppliers or we physically lift or assist you on to or off any vehicles. If we cannot accommodate your special needs, you must be accompanied by a companion who will be responsible for independently providing the needed assistance. We reserve the right to decline acceptance of anyone we consider unsuitable due to fitness level. We also reserve the right to remove you from the Tour, at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other passengers.

COMPLAINTS PROCEDURE

In the first instance please make us aware of any issue while you are on the Tour. We will attempt to resolve the problem as soon as possible.

Should you feel that we have in any way not met our obligations for the Tour then please put your complaint in writing to the following address: RuncationTravel@gmail.com

GUIDED TRIPS

Our trips are run by experienced leaders and guides with one serving as the Head Guide. The decision of the Head Guide is final on all matters related to the tour. This includes route and itinerary changes, or any other decision or rule made for the safety or well-being of all trip participants. Failure to comply with the Head Guide or any action the Head Guide determines as interfering with group safety may result in being asked to leave the trip by the Head Guide. In this case no refunds are provided. You must at all times comply with the drug regulations, health regulations, customs, laws, and foreign exchange of all countries visited.

SELF-GUIDED TOURS

In addition to the terms and conditions above, the following applies for Self-Guided Tours.

You must at all times comply with the drug regulations, health regulations, customs, laws, and foreign exchange of all countries visited.

You are responsible for your own navigation and arrival to the lodging as per your tour itinerary. If you wish to change the itinerary once the tour has started, this is entirely your own undertaking as are any additional charges incurred.

You are responsible for your own navigation during your Self-Guided Tour and assume full responsibility for any decisions made to trail and route safety, weather, or ability to complete the trip itinerary safely.

You must at all times comply with the rules for self-guided tours, including but not limited to baggage size requirements. If you do not meet the baggage size requirements and rules specifically provided in your self-guided trip packet, we are not responsible for your baggage being left behind. If these rules are not met, we reserve the right to decline services proposed in your self-guided trip packet.

In booking a Self-Guided Tour you accept that there will not be the back-up as usually provided by the RT on a Guided Tour such as:

There is no RT representative on hand to help with any problems that may arise

In the event of an accident you are responsible for handling the incident and calling emergency services if necessary. RT cannot be held responsible nor can we be called upon to help as we may be running a Guided Tour at the same time.

In the event of any delays you experience, you will be responsible for rescheduling accommodation, transfers, etc. RT cannot be held responsible for any unavailability or additional costs incurred.

TERMS AND CONDITIONS UPDATES

RT reserves the right to update and/or alter the Booking Terms and Conditions at any time, and it is your responsibility to be familiar with them. They can be found on the RT website.

RELEASE OF LIABILITY

I, FOR MYSELF, MY PAST, PRESENT AND FUTURE AGENTS, ATTORNEYS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, ASSIGNS, HEIRS AND EXECUTORS, DO HEREBY WAIVE, RELEASE AND DISCHARGE RUNCATION TRAVEL, ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, AND ANY MEMBERS OTHER THAN MYSELF, PARENTS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AFFILIATES, ASSIGNS AND SPONSORS, AND REPRESENTATIVES (THE "RUNCATION TRAVEL PARTIES") FROM ANY AND ALL MATTER OF LIABILITY, CLAIMS FOR DAMAGES, CAUSES OF ACTION, SUITS, PROCEEDINGS, COMPENSATION, ATTORNEYS' FEES, COSTS AND EXPENSES OF SUITS, CLAIMS AND DEMANDS WHATSOEVER, WHICH MAY ARISE FROM MY PARTICIPATION IN ANY ACTIVITY OR EVENT WITH IS IN ANY WAY AFFILIATED WITH RUNCATION TRAVEL, INCLUDING, BUT NOT LIMITED TO ANY AND ALL CLAIMS. LOSSES OR LIABILITIES FOR DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGE OF ANY KIND, INCLUDING ECONOMIC LOSSES, WHICH MAY ARISE OUT OF OR RELATE TO MY PARTICIPATION IN OR TRAVELING TO AND FROM A RUNCATION TRAVEL EVENT OR ACTIVITY. I HEREBY ASSUME ANY AND ALL OTHER RISKS ASSOCIATED WITH PARTICIPATING IN RUNCATION TRAVEL EVENTS OR ACTIVITIES, INCLUDING CONTACT OR EFFECTS OF OTHER PARTICIPANTS, EFFECTS OF WEATHER INCLUDING COLD, SNOW, HEAT AND HUMIDITY, AND ALL DANGERS INHERENT IN MOUNTAIN ACTIVITIES. I AGREE NOT TO SUE ANY OF THE RUNCATION TRAVEL PARTIES FOR ANY AND ALL CLAIMS MADE OR LIABILITIES ASSESSED AGAINST THEM AS DISCHARGED HEREIN. I FURTHER INDEMNIFY AND HOLD HARMLESS THE RUNCATION TRAVEL PARTIES FROM ANY AND ALL CLAIMS MADE OR LIABILITIES ASSESSED AGAINST THEM AS A RESULT OF (I) MY ACTIONS OR INACTIONS (II) THE ACTIONS, INACTIONS OR NEGLIGENCE OF OTHERS INCLUDING THOSE PARTIES HEREBY

INDEMNIFIED (III) THE CONDITIONS OF THE FACILITIES, EQUIPMENT OR AREAS WHERE THE EVENT OR ACTIVITY IS BEING CONDUCTED AND (IV) AND OTHER HARM CAUSED BY AN OCCURRENCE RELATED TO A RUNCATION EVENT OR ACTIVITY. I GRANT PERMISSION FOR THE USE OF MY NAME AND/OR LIKENESS RELATING TO MY PARTICIPATION IN A RUNCATION TRAVEL EVENT AND I WAIVE ALL RIGHT TO ANY FUTURE COMPENSATION TO WHICH I MAY OTHERWISE BE ENTITLED AS A RESULT OF THE USE OF MY NAME OR LIKENESS. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, I HAVE HAD THE OPPORTUNITY TO CONSULT WITH MY PERSONAL LEGAL COUNSEL SHOULD I SO DESIRE, THAT I WAS NOT FORCED OR COERCED INTO SIGNING THIS DOCUMENT, AND THAT I UNDERSTAND, ACKNOWLEDGE AND AGREE WITH CONTENTS HEREIN.