



www.thirdeyetravel.com

## Release of Liability and assumption of all risks

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS**

### ASSUMPTION OF RISKS

I \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip which I may subsequently transfer to). I am voluntarily participating in the tour with knowledge that travel to the foreign countries and / or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance that are not operated nor maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Third Eye Travel or others. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND VERIFY THIS STATEMENT **BY PLACING MY INITIALS HERE:** \_\_\_\_\_

### RELEASE

I acknowledge that the cost of all Third Eye Travel trips has been based upon Trip Participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate in such trip(s). I hereby **RELEASE AND DISCHARGE THIRD EYE TRAVEL AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR TREK.** I agree this release shall be legally binding upon myself, all minors under age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Third Eye Travel from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Third Eye Travel, and upon acceptance shall be deemed to have been entered into and to be performed in Fremont, California. In the unlikely event a legal dispute should arise involving any subject whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association in San Francisco, California; (b) the dispute will be governed by California Law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Third Eye Travel.

I acknowledge that I have been advised that California has a Travel Consumer Restitution Fund, and that my tour is not covered by this fund because the foreign providers of transportation and travel services utilized for this tour are not registered as Sellers of Travel in California. I understand that this means I am not eligible to make any claim against that fund, and verify this statement **BY PLACING**

**MY INITIALS HERE:** \_\_\_\_\_

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

California Seller of Travel: # 2060345-10

### KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions" of this catalog, especially noting those regarding cancellation and refund policies, limitation of Liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_

(Parent or guardian must sign if applicant is under 21 years of age)



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## TERMS AND CONDITIONS

### Itinerary

The itineraries in the website or brochure are examples of some of the many programs we offer. Please contact us for detail itineraries and information.

### Reservations

To reserve your place on a Third Eye Travel Trip, please fill the enclosed trip application form and mail it to us along with a deposit of \$ 350. Each participant **MUST** submit a separate trip application. Our trips are normally filled 6 to 8 months in advance of departure. Early reservations are recommended.

### Payment schedule

At time of reservation \$ 350. 120 days prior to departure \$1000. 75 days prior to departure Balance.

### Cancellation Fee Schedule

**Cancellations must be notified in writing to the company. Cancellation charges shall be levied as follows, we will refund your money after subtracting the following fee:**

<b>120 days before the departure:</b>	<b>50% of the deposit</b>
<b>90-119 days before departure:</b>	<b>Loss of deposit</b>
<b>60-89 days before departure:</b>	<b>25% of the land cost</b>
<b>30-59 days before departure:</b>	<b>50% of the land cost</b>
<b>15-29 days before departure:</b>	<b>75% of the land cost</b>
<b>Less than 15 days</b>	<b>NO REFUND</b>

There will be no refunds if you leave a trip for any reason, after the trip has begun. No refund will be made for meals, accommodations not utilized. Our cancellation policy applies in every instance. There will be **NO EXCEPTION FOR ANY REASON**. Therefore, we **STRONGLY RECOMMEND** that you purchase Trip Cancellation Insurance. Third Eye Travel, reserves the right to cancel or alter any trip prior to departure for any reason whatsoever, including insufficient signup or logistical problems that may impede trip operations. The refund of all land payments received shall release Third Eye Travel from any further liability. Trip cancelled due to insufficient signup will be notified minimum of a month prior to departure. Third Eye Travel has to make advances to its oversea ground operators far in advance of the schedule embarkation date. If a trip is cancelled due to Force Majeure (acts of God, war, labor strikes, earthquake, flooding, landslides, flight schedules due to bad weather etc.), Third Eye Travel will promptly refund the portion of the trip cost not the advance made to the ground operators and use its best efforts to recover and refund the balance as promptly as possible. However, Third Eye Travel does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions. Third Eye Travel is not responsible for expenses incurred by trip members in preparing for a canceled trip (e.g. nonrefundable advance purchase of air tickets, visa fees, equipment, etc.) or for any additional arrangements should the trip member have embarked prior to the scheduled group departure date. Once you have been confirmed on a trip that requires a medical certificate signed by a doctor, normal cancellation penalties apply if your doctor does not sign the certificate.

### Single supplement

A single supplement is paid by participants who specifically request single accommodations, subject to availability. If you are traveling alone and wish to share accommodations, we will try to match you with a roommate. However, if a roommate is not available, the forced single supplement will be charged.

### Limitation of Liability

These paragraphs (together with the Release of Liability section of the Application form) define our responsibility with respect to all our trips - **PLEASE READ CAREFULLY**. Payment of deposit represents your acceptance of the following terms and conditions. Third Eye Travel, gives notice that services provided in connection with its itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Third Eye Travel in any way. Although it endeavors to choose the best suppliers available, Third Eye Travel has no right to control their operations and therefore makes these travel arrangements upon the express condition that Third Eye Travel, and its own agents and employees, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. Each of these passenger conveyance companies, hotels, restaurants, etc., is subject to the laws of the State or country where the service is provided. Please be advised that California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, or foreign travel when the foreign "providers of transportation or travel services" are not registered Sellers of Travel in California or contributors to the Travel Consumer Restitution Fund. Since none of Third Eye Travel's foreign travel providers are in compliance with the California Seller of Travel Law, none of Third Eye's tours qualify for coverage by the fund, and we are by law required to advise you that you would not be eligible to make any claim from that fund in the unlikely event of any default by Third Eye Travel or any foreign suppliers. Third Eye Travel shall not be liable for (a) expenses such as additional hotel nights, meals or transfers not specified in the individual trip itineraries that may be required either en route, prior to, or following a trip, when caused by individual client's travel arrangements, by airlines, scheduling or airline schedule changes due to weather, canceled flights, missed flight connections, or by other factors not under Third Eye Travel's control; (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad; (c) bodily injury or property damage for any reason, including but not limited to acts of God, weather, quarantines, strikes, civil disturbances, theft, default, detention, annoyances, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which it (Third Eye Travel) has no control. Third Eye Travel, reserves the right to take photographic or film records of any of our trips, and may use any such records for promotional and / or commercial purposes. Third Eye Travel reserves the right to decline to accept - or to refrain from further participation - any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or deportment impede trip operation or the rights, welfare, or enjoyment of other trip members. A refund based on cost of unused land services is the limit of Third Eye Travel, responsibility in such a case.