



TERMS & CONDITIONS OF SALE

THE ANTARCTIC PENINSULA: Trek. Ski. Explore.
NOVEMBER 2011

Please initial and date the bottom of each page and provide your full signature on the last page.

Reservations and Payment

A deposit of 50% per person is required to confirm a reservation. The deposit may be paid by bank wire transfer, check, money order or Visa/Mastercard credit card. **There is a 5% service fee for the use of credit cards.** Final payment is due 95 days prior to departure. Final payment may be paid by bank wire transfer or check. We do not accept credit cards for final payments. All prices and payments are in US dollars and no other currencies can be accepted.

Mandatory Travel Insurance

Passengers traveling with Ice Axe Expeditions are required to be covered by a travel insurance policy that includes emergency evacuation coverage up to a minimum of \$200,000 USD. Your policy must cover ski mountaineering if you will be participating in that activity. We travel to remote regions of the world and we recommend that the policy's emergency evacuation benefit be higher than minimum.

Cancellations and Refunds

All requests for cancellations must be received in writing. Cancellations received up to 150 days prior to departure are refunded less an administrative fee of \$500 per person. If cancellation is received between 149 and 95 days prior to departure, the 50% deposit is forfeited.

Please note that for cancellations received within 94 days prior to departure, all deposits and tariffs are forfeited. If cancellation occurs within the 94-day period and full payment has not yet been received, the full penalty will still apply and unpaid monies are due immediately. If for any reason the voyage on the vessel "Clipper Adventurer" (which is chartered) is cancelled, passengers will not be entitled to make any further claim for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation arising, whether or not such cancellation arises in whole or in part as a consequence of any act or omission of Ice Axe Expeditions or its servants or agents. **For these and other reasons mentioned below, passengers are strongly encouraged to obtain trip cancellation insurance.**

Client Initials _____
Date _____

Prices quoted are based on group participation and no refunds will be made for any part of the program in which you choose not to participate. It is understood that refunds cannot be made to passengers who do not complete the tour for any reason whatsoever.

Itinerary

The itinerary described is subject to change at the discretion of the ship's master and Ice Axe Expeditions' Expedition Leader. This is an expedition to a remote part of the world, and we reserve the right to change the itinerary due to weather conditions, availability of anchorages, political conditions and other factors beyond our control without consulting the passengers. It is understood that such decisions will be made in the best interests of all passengers aboard and with regard to the safety of the vessel. We may for any reason change the date of departure or conclusion of the expedition, the scheduled point of departure for the expedition, omit or change a scheduled stop on the expedition, change the scheduled place for conclusion of the expedition and change the mode of transport whether before or after the tour has departed, without prior notice to the passengers.

Passengers will have no right to refund and Ice Axe Expeditions will not be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in the event of these inevitable itinerary changes. The images featured in our brochure are inspirational in character and do not necessarily depict the exact people, animals, and places encountered by passengers. Ice Axe will not refund any of the payment due to weather delays and loss of ski days.

Rates

Voyage rates are based on tariffs and exchange rates in effect at the time of printing and are subject to change prior to departure. Substantial changes in tariffs, exchange rates and the price of fuel, services and labor sometimes increase the cost of expedition arrangements significantly, and we reserve the right to alter our prices or introduce surcharges accordingly, even if payment has been received in full.

Responsibility

Please read this important information carefully. The payment of a deposit of any part or full payment for a reservation on this tour shall constitute consent to all the provisions contained herein. Ice Axe Expeditions acts as a general sales agents for the vessel, and also act as sales agents for the passengers with respect to other transportation, hotels, etc., and as such exercise every possible care. However, Ice Axe Expeditions and/or associated Agents shall not be held responsible for property loss or damage and/or any damages resulting from illness, personal injuries or death that may be sustained by reason of, or while engaged on, any tour whether due to the ownership, maintenance, use, operation or control of any automobile, boat, vehicle, hotel, common carrier or any other conveyance used in carrying out the tour. We can assume no liability due to any

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cause whatsoever whether caused by failure or delay or other irregularity, acts or omissions occurring during a tour under which the means of transportation or other service provided thereby is offered or supplied by owners, operators or public carriers for whom Ice Axe Expeditions acts only as Agent. Ice Axe Expeditions reserves the right (at their discretion) to alter or omit any part of the itinerary or change any reservation, feature and/or means of conveyance without notice and for any reason whatsoever and without allowance or refund, and with extra costs, if any, resulting there from paid by the passengers. We reserve the right to cancel any tour prior to departure, in which case payment will be refunded without further obligation on our part. Ice Axe shall not be responsible for any injury to person (whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage. Baggage is at the owner's risk entirely. In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger. The transportation companies concerned are not to be held responsible for any act, omission or event during the time passengers are not aboard their carriers or conveyances. The passenger contract in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these tours and/or passage. By accepting the ticket the passenger also agrees to its terms and conditions. By forwarding of deposit, the passenger certifies that he/she does not have any mental, physical or other condition or disability that would create a hazard for himself/herself or other passengers. Ice Axe Expeditions reserve the right to cancel or withdraw any person as a member of the tour at any time.

Photography

Passengers extend Ice Axe Expeditions permission to take their photograph during the voyage and release all rights over those images. Passengers who do not wish to be photographed during the voyage must inform Ice Axe Expeditions in writing prior to the voyage.

Client's Signature

Date

Client's Printed Name

Parent or Guardian Signature

Date

Parent or Guardian Printed Name