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## BOOKING CONDITIONS

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**PLEASE READ THESE BOOKING CONDITIONS AND THE TERMS AND CONDITIONS OF TRAVEL CAREFULLY BEFORE ENROLLING IN THE WORLD TRI EVEREST BASE CAMP TREK.** Your participation in this program is accepted only in accordance with and expressly conditioned upon, your acceptance of these Booking Conditions and the Terms and Conditions of Travel as evidenced by your signature on the above application. If you do not agree to these Booking Conditions, you may not enroll or participate in the program. We reserve the right, at our discretion, without notice to you, to change, modify, add, or remove portions of these Booking Conditions or the Terms and Conditions of Travel at any time. Please check for updates to these Booking Conditions at [www.TheWorldTri.com](http://www.TheWorldTri.com). These Booking Conditions supersede any other warranties, representations, terms or conditions, unless they are expressly stated in these Booking Conditions.

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### INCLUDED IN PROGRAM TUITION

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**IN-COUNTRY AIRFARE IN NEPAL AND RELATED GROUND TRANSPORTATION:** Roundtrip coach airfare from and returning to Kathmandu, Nepal from Lukla, Nepal is included in the program tuition. All necessary transfers and all scheduled program activities that require the use of an automobile or motor coach inside Nepal are also included.

**ACCOMMODATIONS:** Hotel accommodations, based on double occupancy, are included in program tuition, including hotel and city taxes, where applicable. A single room can be requested, if desired. However, single-room accommodations may be impossible or difficult to obtain and supplemental charges for single occupancy are the responsibility of the participant. Some remote locations may require camping in tents. For complete description of accommodations please refer to the Everest Base Camp Trail Guide.

**MEALS:** All meals are included in the program tuition with the exception of lunches in Kathmandu. Hot drinks and boiled water are also included. Alcoholic beverages, soft drinks and bottled water are usually available for a nominal fee.

**EXCURSIONS:** All meetings, site visits, and sightseeing are included in the tuition. Entrance fees for Sagarmatha National Park and most historical sites in Kathmandu are included.

**BAGGAGE:** Participants are responsible for handling their own luggage in Kathmandu. During the trek to Everest Base Camp each participant's luggage will be assigned to a porter for transportation to the next village. Luggage transportation during the Everest Base Camp trek will be limited to one duffel bag, which will be supplied to you upon our receipt of your final payment. The World Tri will not be responsible for lost belongings including luggage, or the cost to replace such items as stated in greater detail below in the Terms and Conditions of Travel.

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### NOT INCLUDED IN PROGRAM TUITION

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**PASSPORTS AND VISAS:** Each participant is solely responsible for applying for and securing a passport. All associated costs to obtain a passport are not included in the program tuition. Participants are solely responsible for applying and securing all visas (including any connection countries due to flight routings). Visas to Nepal are available at the airport upon entry. Costs associated with visas are not included in the program tuition. All participants are solely responsible to obtain re-entry documentation required for their country. Due to potential delays in obtaining U.S. or International passports,

participants are encouraged to obtain their passports as soon as they have enrolled in the program.

**INTERNATIONAL AIRFARE:** Airfare to Kathmandu is not included in the program tuition.

**PERSONAL EXPENSES:** Items of a personal nature such as laundry, fax, and telephone expenses are not included. Alcoholic beverages, soft drinks and bottled water are usually available for a nominal fee. ATM machines are not readily available in Nepal and participants are advised to bring cash or traveler's checks.

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### TOUR OPERATIONS

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The World Tri, LLC, is an Iowa Limited Liability Company with its principle headquarters in Des Moines, Iowa. The World Tri is registered as a "seller of travel" in Iowa (Reg. No. \_\_\_\_\_).

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### REFUND, WITHDRAWAL & LATE CHARGES

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**REFUND AND WITHDRAWAL:** Written notice of withdrawal from the program must be delivered to the program office. Refunds due to the participant are computed from the date notice is received by the program office. The organization of programs requires extensive planning and costs are incurred long before departure. Accordingly, the refund and withdrawal fee policy will apply for program withdrawals. The program office reserves the right to remove a participant from the program for any reason whatsoever, with or without cause.

WITHDRAWAL DATE	REFUND
120 days prior to departure	100% less \$100
119-60 days prior to departure	100% less \$500
59-30 days prior to departure	50% of program cost
29 days prior to departure or after departure	No refund available

**LATE PAYMENT:** Program tuition and any other charges or fees are due on the scheduled payment due date. A non-refundable Late Payment Fee of \$40.00 will be assessed for each payment not received by the program office by the scheduled due date. Any payment that is returned or dishonored for non-sufficient funds, a stop payment order, closure of account or for any other reasons will be subject to a non-refundable Returned Payment Fee of \$40.00.

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### LIMITED PROGRAM AVAILABILITY

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The number of spaces on any delegation is limited. At the time of registration, the participant should provide three travel dates as indicated on the registration form. After receiving the participant's deposit, the participant will be notified of the date of travel by the program office. If the participant does not receive his or her first preferred travel date and an opening on the first preferred travel date later becomes available, the participant will be notified and allowed to transfer to the preferred date.

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## TERMS AND CONDITIONS OF TRAVEL

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**PLEASE READ THESE TERMS AND CONDITIONS OF TRAVEL AND THE BOOKING CONDITIONS CAREFULLY BEFORE ENROLLING IN THE WORLD TRI EVEREST BASE CAMP TREK.** Your participation in this program is accepted only in accordance with and expressly conditioned upon, your acceptance of these Booking Conditions and the Terms and Conditions of Travel as evidenced by your signature on the above application. If you do not agree to these Terms and Conditions of Travel, you

may not enroll or participate in the program. We reserve the right, at our discretion, without notice to you, to change, modify, add, or remove portions of these Terms and Conditions of Travel or the Booking Conditions at any time. Please check for updates to these Terms and Conditions of Travel at [www.TheWorldTri.com](http://www.TheWorldTri.com). These Terms and Conditions of Travel supersede any other warranties, representations, terms or conditions, unless they are expressly stated in these Booking Conditions.

**RESPONSIBILITY:** A participant's membership and participation in this program is accepted by The World Tri LLC only in accordance with and expressly conditioned upon these Terms and Conditions of Travel and the following statement of conditions and responsibilities. The World Tri LLC acts only as an agent in securing accommodations, transportation, sightseeing, home-stay and other travel services and in no event shall The World Tri, LLC be liable or responsible in connection with or in respect of any acts or omissions of any third party, including but not limited to third party contractors, suppliers, and vendors who render services in connection with the program. All accommodations, transportation, sightseeing and other travel services are provided to participants subject to the terms and conditions under which they are offered to the public generally. Neither The World Tri, LLC or its agents shall be liable for any loss, injury or damage to person or property resulting from, but not limited to, government actions or restraints, disturbances, hostilities, war, epidemics, breakout of disease, quarantines, labor disputes, machinery breakdown, weather conditions, natural disaster, delays, accidents, personal injuries, annoyance or inconvenience or any other cause beyond its control. The World Tri LLC shall not be liable for any additional expense incurred by a participant as a result of any of the foregoing causes. In the event a program must be cancelled less than 60 days prior to departure or during the operation of a program as a result of any of the foregoing causes, The World Tri LLC will refund any monies paid to it by the participant less non-refundable application fees, non-recoverable deposits, and reasonable expenses incurred by The World Tri in respect to such program cancellation. In the event a program must be cancelled 60 days or more prior to departure, The World Tri LLC will refund all monies paid to it by the participant. The World Tri LLC and its agents reserve the right to decline to accept or retain any person as a participant. The World Tri LLC does not discriminate based on race, national origin, age disability, gender, sexual orientation, or any other category protected by applicable law. Should a participant have a health or mobility limitation, allergy, severe sight or hearing limitation, or any other medical condition that could restrict or substantially interfere with the participant's ability to participate in the program, an aide will be required to accompany the participant and will be solely responsible for monitoring and administering any required medications, injections, or any other treatments. Program staff, participant leaders, or any other third-party, will not hold or administer any medication or treatment that may be required for a participant. The contents of food products cannot be controlled or guaranteed during travel. All special dietary needs or monitor the contents of food products are the responsibility of the participant. Should a participant's health, physical infirmity, or general deportment, in the sole judgment of The World Tri LLC and its agents, impeded the operation of the program or the rights, welfare, or enjoyment of other participants, The World Tri LLC and its agents have the right to terminate the participant's involvement in the program. In such instances refund of unused services, where such refund can be obtained from land and/or air operators, is the limit of The World Tri LLC's responsibility should the participant be required to withdraw from the program. The World Tri and its agent reserve the right, in their sole discretion to cancel the

program or to make such alterations in the schedules as they may deem necessary or desirable and to pass on to the participant any expenditures or losses caused by delays or events beyond The World Tri or its agents control. No refund shall be made for services not taken in case of sickness, accident, or emergency during program. The World Tri LLC recommends the purchase of additional travel insurance to cover sickness, accident, emergency or loss or damage to participant's baggage or personal effects.

**MEDICAL AUTHORIZATION:** **The participant hereby expressly authorizes and full consent is hereby given for: (i) the participant's participation in all activities provided and/or organized by The World Tri LLC or its agents; (ii) The World Tri LLC and its employees, representatives and agents in any emergency situation, illness or accident to secure prompt medical care and attention, and the participant understands and assumes the financial responsibility for any such medical services and treatment; and (iii) The World Tri LLC and its agents and any medical provider or facility to receive, use and/or release any health information of the participant.**

**RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK:** **The participant (i) expressly acknowledges that hiking and climbing at high elevation is an extremely dangerous activity that may lead to permanent disability or death, and that risks and dangers exist while participating in the program including but not limited to property damage, risk of loss, personal injury, temporary or permanent disability, and death, (ii) hereby accepts and assumes these risks and dangers, whether or not specifically discussed, (iii) hereby waives and releases The World Tri LLC, its parents, subsidiaries, and affiliates and their respective shareholders, directors, officers, employees, agents and representatives, from all claims and expenses arising from your participation in the program including but not limited to death, disability, personal injury, loss, damage, accident, delay, or any other expense or injury.**

**APPLICATION LAW/JURISDICTION:** Any dispute, claim, disagreement or controversy in law or equity arising of or related to (i) the Terms and Conditions of Travel; (ii) the Booking Conditions; (iii) the invitation, application and registration process; (iv) the participant's participation in all activities provided and/or organized by The World Tri LLC or it's agents; (v) the acts or omissions of The World Tri LLC, its parents, subsidiaries, affiliates, employees, agents, and representatives; (vi) the acts or omissions of participants or third parties; (vii) the organization and delivery of the program; or (viii) any other agreement, document or provision of services, shall be governed by and construed in accordance with the laws of the State of Iowa. Each of the parties hereto irrevocably expressly submits that any action, suit or proceeding shall only be brought in the Iowa District Court for Polk County. Each party hereby irrevocably expressly submits to the personal jurisdiction and venue of such courts and unconditionally waives any and all jurisdictional, venue and convenience objections or defenses that such party may have in such action, suit or proceeding.