

TRIP APPLICATION

Please type or print CLEARLY all information requested

Name of Trip: _____ Date of Departure (mm/dd/yy): _____

Your Name **AS ON PASSPORT**

First: _____ Middle: _____

Last: _____ Nickname: _____ Gender: M F Age: _____

Address, Street: _____ City: _____ State, ZIP: _____

UPS/FedEx Mailing Address: _____ City: _____ State, ZIP: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Fax: _____

E-mail: _____ Occupation: _____

Birth date (mm/dd/yy): _____ Birthplace: _____

Passport #: _____ Country of Issue: _____

Issue Date (mm/dd/yy): _____ Expiration (mm/dd/yy): _____ Citizenship: _____

- Please check one:** My passport is valid **at least 6 months past** my last date of travel.
 I am renewing my passport and will provide all of the requested passport information as soon as I receive it.
 I understand that my trip arrangements cannot be finalized until all of my valid passport information is received by INCA.

Describe Your **Health** and Any Medical Restrictions _____ No restrictions

Describe Any **Diet** Restrictions or Preferences _____ No restrictions

If we receive at least forty-five days' notice, we can usually accommodate special dietary requests.
 Please note that a foreign cook's idea of a special diet may be different than yours. Please be specific about what you do and do not eat.

Emergency Contact (someone who is NOT traveling with you):

Full Name: _____ Relationship: _____

Full Mailing Address: _____

e-mail: _____ home phone: _____ work: _____ cell: _____

- I am willing to share accommodation with (name, if known): _____
 I prefer: twin accommodation (separate beds) double accommodation (shared bed)
 I prefer single **cruise** accommodation and am willing to pay the supplement I prefer single **hotel** accommodation and am willing to pay the supplement

T-shirt size: (circle one) S M L XL XXL (Women, order one size smaller. We're sorry, but we do not have children's sizes.) Height: _____ Weight: _____

Trip Membership List please include my nickname: yes no (To protect your privacy, none of your contact information will be included on the trip membership list.)

Please tell us how you learned of INCA/Inca Floats, Inc.: _____

Please send the INCA brochures and video to the following friend(s):

Name: _____ E-mail: _____ Video (circle one): DVD VHS

Address (Street, City, State, Zip): _____

This Application consists of 3 pages. Please read, complete and initial ALL pages for a valid application. Initials HERE: _____

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISK

Please read this Agreement carefully. These trips are offered by Inca Floats, Inc. Return of this unaltered, signed and initialed release is a prerequisite for participation on these trips. Please read carefully, initial in all seven (7) places and sign where indicated.

Inca Floats, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors and assigns, (collectively, "INCA") does not own or operate any entity which provides or is to provide goods or services for your trip including, for example, lodging facilities, transportation companies, food service or entertainment providers, equipment suppliers, etc. As a result, INCA is not liable for any negligence or willful act or failure to act of any such third person, or of any third party.

INITIALS HERE: _____ (#1)

Without limitation INCA is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, breach of contract of any third party such as an airline, train, hotel, restaurant or food supplier, bus, taxi, van or safari operator, local outfitter or guide, whether or not it uses the INCA name, which is, to, or does supply any goods or services for this trip. INCA is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking or downgrading of accommodations, insolvency, or default of any third party, attacks by animals, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism or the threat thereof, force majeure, war, quarantine, epidemics or the threat thereof, criminal activity, or any other cause beyond its control. In addition, I agree to hold INCA harmless from its own negligence. **INITIALS HERE:** _____ (#2)

I, (name) _____

am aware that I am taking a mountain trip, expedition, rafting adventure, cruise, tour or other trip, in which I will be exposed to various risks and dangers for which I assume all risk. These risks include, but are not limited to, disease or illness, epidemics or the threat thereof, the hazards of traveling in remote parts of countries without easy or any access to adequate, competent or appropriate medical care or evacuation services in the event of an emergency; harsh terrain such as deserts, unpredictable sea or river conditions, mountainous terrain, high altitude, lack of oxygen, lack of sanitation equipment, dangers incident to the sea or bodies of water such as submerged obstacles, marine life, etc., inherent risks of swimming, snorkeling or scuba diving; dangers incident to domestic or wild animals; dangerous or poisonous fauna or flora; delays incident to failures of transportation to arrive or depart in a timely manner; dangers incident to travel by aircraft, balloon, ship, yacht, boat, barge, panga, skiff, raft, canoe, kayak, train, motor coach, automobile, van, bicycle, ski lift, horseback, ponyback, muleback or on any other animal or via other means of conveyance; the forces of nature, criminal activity of any kind, terrorism or the threat thereof, acts of God, sickness or quarantine; dangers incident to travel on or with animals such as muleback, ponyback, camelback, elephantback as well as all other risks detailed in this contract

I am voluntarily participating in these activities with knowledge of the dangers involved and agree to accept any and all risks including injury and death and verify this statement by placing my INITIALS HERE: _____ (#3)

I agree I will not make a claim against INCA for bodily injury, emotional trauma, death and/or property damage resulting from negligence (including that of INCA) or negligent or other acts or

inactions, however caused, by third parties. I release and discharge INCA from all claims, actions and demands of any nature whatsoever (including claims for bodily injury, death, or property damage, inconvenience or any incidental or consequential damages) arising from my participation in the trip or expedition. **INITIALS HERE:** _____ (#4)

This Agreement is also entered into on behalf of any minors accompanying me. This Agreement is binding on my heirs, legal representatives and assigns. I understand that I and we are bound by all the Terms & Conditions governing my trip. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect. All applications are subject to acceptance by INCA in Emeryville, California. **INITIALS HERE:** _____ (#5)

Binding Arbitration: I agree that any dispute concerning, relating or referring to this contract, website, the catalogue or other literature concerning my trip or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the then existing commercial rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive California law excepting any application or consideration of California procedural law or of the California Arbitration Act. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. **INITIALS HERE:** _____ (#6)

California Seller of Travel Program: California has established a Travel Consumer Restitution Fund under the California Seller of Travel Law. This fund is designed to protect consumers from unscrupulous practices by airfare ticket sellers or air charter operators. This law does not cover non-California residents and, even in the case of California residents, it does not cover any foreign travel where the foreign "providers of transportation or travel services" are not in compliance with the Seller of Travel Law (compliance being defined as registered as a Seller of Travel in California and a participant in the Travel Consumer Restitution Fund). Thus, none of INCA's trips qualify. The law requires all tour operators to advise each of their clients that they would not be eligible to make any claim from the Fund in the unlikely event of any default by INCA or any of our foreign suppliers. 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:** _____ (#7) **CST #1013564-60**

I have carefully read and agree to all the conditions as stated under the heading "Terms and Conditions" of this form including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I have also carefully read and agree to this entire Release of Liability and Assumption of All Risk and fully understand its contents.

Date Signature of Applicant

Date Signature of Parent or Legal Guardian if Applicant is under Age of 21

TERMS AND CONDITIONS

Trip Confirmation

Upon receipt of your deposit(s) and completed Release of Liability and Assumption of All Risk forms(s), INCA will send you a detailed Traveler's Guide, statements, and sample itinerary.

NOTE: Your trip reservation is considered confirmed only when we receive your completed, signed, and unaltered Release of Liability and Assumption of All Risk form.

Do not delay completion of trip forms while waiting for your passport renewal as missing passport numbers can be supplied at a later date.

Covered Expenses

Land cost includes hotels (double occupancy), land and yacht transportation, yacht or ship accommodation (double occupancy), transfers as specified in the itinerary, tips for hotel services, baggage handling, and storage at trip hotels, all guides, tours as indicated, fees to museums and archeological sites, and sightseeing arrangements as specified. All yacht meals are included as are meals indicated on the trip itinerary. Reservations are accepted for charters and for individual travelers on INCA's inclusive itineraries. No price reduction will be granted for any requested itinerary deviations, changes or omissions.

Expenses Not Included

Not included are any airfare, transfers to any hotel not specified in the itinerary, any extra services

or any deviations from the trip itinerary, tips for the yacht crew, guides or naturalists (at your discretion), laundry, alcoholic beverages, excess baggage charges, transit tax, Galapagos National Park Fee or other items of a personal nature. Price also excludes any insurance coverage for trip cancellation/interruption, travel accident, travel delay, baggage delay or baggage theft (we recommend you obtain coverage for these items), medical, or hospitalization expenses. Currencies fluctuate in many countries of the world: INCA reserves the right to raise a trip or charter price at any time before departure if there are exceptional cost increases (such as fuel surcharges) that are beyond our control.

Payments

To confirm space, send your nonrefundable but transferable deposit for each person as follows:

Deposit and Payment Schedule

| Trip Price [^] | Non-refundable deposit | 1st Payment | Final Payment |
|-------------------------|------------------------|-------------|----------------|
| \$3500 - \$4500 | \$500 | \$2500 | balance is due |
| \$4500 - \$5500 | \$500 | \$3000 | on all trips |
| \$5500 - \$6500 | \$750 | \$3500 | 90 days before |
| \$6500 - \$7500 | \$750 | \$4000 | departure |
| \$7500 - \$8500 | \$1000 | \$4500 | |
| over \$8500 | \$1500 | \$ t/b/a | |

All Antarctica & Arctic trips require a nonrefundable deposit that depends upon the trip length and category of accommodation and will be between \$1500 and \$3000.

All holiday departures require 2 times the above nonrefundable deposit.

Requested single accommodations for an entire trip or for a yacht, ship or gulet suite upgrade, requires an additional nonrefundable deposit to be paid at the time of booking.

Only the nonrefundable deposit may be paid by credit card for direct bookings only. Balance must be paid by check, money order, or wire transfer.

150 days prior to departure an additional 1st Payment, in the amount based on your trip's price, as indicated in the Deposit and Payment Schedule, is due. Final balance is due 90 days prior to departure.

The above deposit and payment schedule does not apply to private charter trips. Private charter trips have the deposit and payment schedule stated in the charter contract.

If trip payments are not paid when due, INCA reserves the right to treat the reservation(s) as cancelled and to accept new reservation(s) for the space(s). Cancellation fee schedules will apply.

Trust Account

California Law requires certain sellers of travel to have a trust account or bond. INCA has such a trust account.

Cancellations, Transfers, Refunds

The deposit is nonrefundable. However, if we receive written notification cancelling your reservation at least 180 days prior to your planned departure, a one-time transfer of this deposit (less a \$200 per person processing fee) may be made to another date, for a similar INCA trip for which the original deposit was paid, that departs anytime within one year from the original departure date. A transfer to another trip or departure date with less than 180 days notice before departure is considered a cancellation and rebooking of a reservation; thus all payments to date will be subject to the cancellation penalties below. If we are notified in writing of cancellation of your reservation more than 150 days but less than 180 days prior to your trip departure, the deposit will be forfeited. After that time all payments will be refunded less the following cancellation fees computed as of the date of our actual receipt of written cancellation notice:

Cancellation Fee Schedule

| Date of notice prior to departure | Cancellation Fee as % of land cost |
|--|------------------------------------|
| 121-150 days | 25% |
| 91-120 days | 50% |
| 61-90 days | 75% |
| 60 days or less (including "no-show") | 100% |

The above terms do not apply to private charter trips. Private charter trips have the cancellation terms stated in the charter contract.

Once a trip has started there will be no refunds for any unused portion of the trip. This includes any pre-trip or post-trip arrangements, transfers, meals, tours, hotels and any "no shows" due to delay or failure of transportation to arrive or depart on time. Insurance coverage for such risks may be purchased.

We reserve the right to raise the trip fee at any time before departure if there are cost increases beyond our control.

Cancelled Trips

Although INCA almost never cancels trips, we reserve the right to cancel any trip prior to departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the trip inadvisable. All trip payments which were received will be promptly refunded. This refund will be the limit of INCA's liability. INCA is not responsible for any expenses or damages incurred by trip members as a consequence of any cancellation, such as costs expended in preparing for the trip (including non-refundable or penalty-carrying airline tickets), special clothing, visa or passport fees, lost income, or any other trip-related losses or expenses.

Trip Insurance

To cover your investment in your trip and any unforeseen medical emergencies, we recommend you purchase trip cancellation insurance coverage that would reimburse you for non-refundable airfare and trip cancellation fees should you have to cancel your trip due to personal or family illness.

See **Travel Insurance Select**® brochure for details and limits of insurance coverage that would reimburse you for pre-departure trip cancellation or post-departure trip interruption (limited to the amount of coverage you purchased), lost baggage or travel documents, delayed luggage, for reasonable accommodation and travel expenses if your trip is delayed, accidental death or dismemberment, and coverage for emergency medical expenses including emergency medical evacuation. See **Travel Insurance Select**® brochure for upgrades that include **Cancel For Any Reason** insurance.

Travel Insurance Select® brochure with details and rates is available from our office.

Note: Medicare does not provide coverage outside of the United States.

Special Diets

If we receive at least 45 days' notice, we can usually accommodate special dietary requests. For vegetarians there are usually plenty of fresh vegetables, rice, potatoes, fruit, and juices. You may wish to bring your favorite snacks if you are on a restrictive diet.

Smoking

No smoking is allowed in yachts, ships, boats, buses, vans, automobiles or during any group dining. Smoking is permitted only outside on deck on our chartered yachts. If you are a smoker and we

cannot pair you with a suitable other smoker, we must charge you an additional fee for a single hotel room as nonsmokers prefer not to share hotel accommodations with smokers.

Accommodations & Traveling Alone

Accommodations are based on double occupancy, two persons to a room or cabin. Most single travelers are easily paired with a trip member of the same sex. However, if there is no appropriate member with whom you may share, you may have to pay a single supplement for the trip or for single hotel accommodations to cover our additional costs.

Physical Fitness

These trips may be taken by anyone in good physical condition. Even an easy trip is more enjoyable if you are fit. As you will have to go up and down stairways, walk over irregular terrain, and get on and off the yacht from a small skiff, you are encouraged to get in shape by exercising regularly. Some itineraries require walking or hiking over mountainous terrain on challenging trails, sometimes at high altitude. Running, hiking, swimming, bicycling, and aerobics are all good conditioners. Please call us if you have any questions about your ability to do a particular trip. Once a trip has started and it is necessary for you to leave the trip because it is beyond your physical abilities, please note that there will be no refunds for any unused portion of the trip.

Medical

You must be in generally good health. It is vital that persons with medical problems and related dietary restrictions make them known to us well before departure. Our staff will discuss with you the advisability of the particular trip you have selected. The trip leader has the right to disqualify any member from the group at any time if considered medically necessary to avoid endangering the welfare of the group. Refunds are not given under such circumstances.

INCA is not a medical facility and has no expertise or responsibility regarding which medications or inoculations you and your private physician should decide necessary for your safe participation on the trip. A list of commonly taken inoculations and immunizations by travelers to the destination of your trip will be in the Traveler's Guide that will be sent upon receipt of your reservation deposit and signed Release of Liability and Assumption of All Risk form.

INCA assumes no liability regarding provision of medical care. Trip members are urged to check their coverage to be sure it is adequate.

Limitation of Liability of INCA/Inca Floats, Inc.

This section defines our responsibility with respect to all of our trips. Please read it carefully. Payment of your reservation deposit(s) represents your acceptance of all terms and conditions outlined anywhere within this document.

INCA arranges accommodations, transportation, and related travel services and offers same to the passenger only upon the express condition that INCA shall not be liable for any injury, damage, death, delay, mishap, inconvenience, or irregularity occasioned through the negligent or willful failure to act of any person or company which is to or does provide services in conjunction with this tour, including, without limitation, the negligence of INCA. INCA does not own, operate, control, manage, or supervise any supplier of goods or services to the trip, nor does it own any accommodations, transportation, and/or related travel services utilized on this trip. INCA is not responsible for the acts or inactions of third parties to this trip and bears no responsibility for any action or inaction of any such third parties.

INCA is not liable for any damage, loss, death, injury, inconvenience or expense from any such action or inaction including, without limitation, those resulting directly or indirectly from acts of God or force majeure, downgrading of accommodations or hotel problems of any kind, from governmental actions of any kind, weather, sickness or epidemics or the threat thereof, financial difficulties or insolvency of suppliers, contaminated or unwholesome food, strikes or labor disturbances, theft or criminal activity of any kind, terrorism or the threat thereof, lack of availability or access to adequate, competent or appropriate medical care or evacuation services, any of the risks described in page one of this document such as harsh terrain, high altitude, oxygen deprivation, sanitation problems, scuba diving, boating or swimming, dangers incident to the sea, animal riding, dangers incident to wild or domestic animals and dangerous or poisonous fauna or flora, delays incident to or failures of transportation mechanisms to arrive or depart in a timely or safe manner, or from any other cause.

Without limiting the above, INCA is not responsible for any additional expenses or for unforeseen delays resulting from any of the above. INCA is not responsible for additional hotel nights not specified in the individual trip itineraries which may be required en route prior to or following a trip caused by airline scheduling or schedule changes or by individual clients' travel arrangements or by other factors. INCA assumes no responsibility for loss or damage to baggage or personal property.

In no event shall INCA have any liability for incidental or consequential damages, however characterized.

INCA reserves the right to substitute hotels, leaders, and yachts, and to alter the itinerary when deemed necessary or advisable. As currencies fluctuate in many countries of the world, INCA reserves the right to raise a trip or charter price at anytime before departure if there are exceptional cost increases (such as fuel surcharges) that are beyond our control.

Participants are solely responsible for obtaining their own passports, insuring the ongoing validity of same and for obtaining any necessary visas or other necessary travel documents.

INCA reserves the right to decline to accept or retain any person or member on any trip should such person's actions or general deportment impede the operation of the trip, create a safety problem or impact the rights, welfare or enjoyment of other members of the trip. No refunds will be given in any such circumstances.

INCA 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.

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