

**Participant Contract:**

This agreement is made the \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_ between Expediciones Extremely Patagonia Limitada ("EP"), DBA "The Patagonia Mountaineering School, and \_\_\_\_\_ ("Participant") (Please Print your Name).

Participant and EP have agreed upon participation on an EP expedition ("Expedition") commencing with participant's pickup on \_\_\_\_\_ (date) in Coyhaique, Chile and terminating on \_\_\_\_\_ (date) or delivery to Coyhaique, Chile.

In consideration of Participant's participation in the Expedition, the parties agree as follows:

**EP will:**

- Organize and set up an Expedition as agreed between EP and the participant.
- Provide assistance with preparation and an orientation to the Expedition via EP's website [www.patagoniamountaineeringschool.com](http://www.patagoniamountaineeringschool.com), email, telephone, or fax.
- Provide a guide/guides on the Expedition.
- Provide accommodation, food, and activity equipment during the period of the participant's involvement in the Expedition. EP is not responsible for participants transport between Participant's home country or point of origin and Coyhaique, Chile. The Expedition begins and terminates in Coyhaique, Chile on the dates stated above.
- Provide and maintain an international support structure .
- Provide training in relevant outdoor activities as is possible and prudent.
- To the best of our ability, provide the activities as described on the website or itinerary provided.

EP shall not be held liable for any consequence arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner prior to, during, and after the Expedition. EP also reserves the right to reject applicants who require special medical care or on the grounds of comments made on the medical questionnaire. EP reserves the right to reject applicants or remove from the Expedition, Participants who, knowingly or unknowingly, made errors or omissions on the medical questionnaire. This includes denying permission to participate or removal from the expedition for injuries/illnesses arising after the Participant completes the medical questionnaire.

EP cannot be responsible for Chile's decision to refuse entry, exit, or the right of passage. Please contact your local Embassy or Consulate for information about travel to and within Chile.

**EP Does Not Provide:**

- EP does not provide personal gear or clothing as described in the website, personal medications, personal first aid kits, nor provide for other personal expenses.
- Any costs associated with medical care or evacuation from the field.

**Participant Understands and Will:**

- Participants are required to purchase medical and evacuation insurance at Participant's own expense. Any medical or evacuation expenses incurred will be entirely the responsibility of the participant.
- Sign and complete all documents required by EP for the Expedition no later than 90 days before the Expedition.

- Participant will be subjected to various physical and emotional demands. Participants are aware and accept that the standard of living, including food, hygiene, and accommodation may be below the standards of their own country.
- Obey all instructions, written or unwritten, of EP staff.
- Participant is responsible for all travel arrangements and expenses, including flights, lodging, airport transfers, visa fees, and so forth, from his/her home or point of origin to and from Coyhaique, Chile.
- The Participant warrants that all information and records provided to EP relating to him/her, his/her medical history, and information on the medical questionnaire are accurate and truthful and provide EP with a clear indication of his/her state of health.
- Participant has been checked by a physician who has agreed that Participant can participate in the expedition.
- Agrees to inform EP of any medical requirements, including medications taken, any allergies, and any other physical or mental condition, illness, or injury, past or present that may affect the Participant's performance on the Expedition.
- Participant agrees to take personal responsibility for his/her own personal effects and EP will not be held liable for damage to or loss of personal effects.
- Participant is responsible for ensuring that s/he has a valid passport, any necessary visa, permits, and vaccinations. Participant agrees to obtain and supply all relevant documentation for the Expedition in terms of travel and medical documents.
- The Participant will, at all times, respect and follow local laws and culture of Chile and will behave in a responsible and courteous manner. Each participant has a duty of care to each other, to local people, and to EP.

### **Acts that will Warrant Immediate Expulsion of Participant and Removal from the Expedition**

The following acts will result in immediate and automatic expulsion of the Participant from the Expedition.

- Possession/taking/supplying illegal or illicit substances. The question of whether a substance is illegal is to be governed by the jurisdiction of the country where the act takes place. The question of whether a substance is illicit is at the discretion of EP. Examples include but are not limited to recreational drugs and alcohol.
- Displaying cruel, thoughtless, or rude behavior or committing acts which could injure, physically or emotionally, or harm a member of the Expedition (including staff members), or any other person.
- Disobeying any rule or instruction, written or unwritten, given by EP, the Expedition leaders, or EP representative.
- Committing an act or displaying behavior that could jeopardize future EP Expeditions in Chile or lead to the souring of relations between EP and Chile or communities.
- Breaking local laws.

The Participant will not be entitled to any reimbursement from EP, nor will EP be responsible for any additional costs incurred by the Participant. Expulsion will be at EP's discretion and is not subject to appeal.

**Force Majeure:**

Notwithstanding any other provision of this contract, EP shall not be deemed to be in breach of this agreement or otherwise be liable for any delay or non-performance of any of its obligations under this agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to acts of God, war, acts of terrorism, riot, civil unrest, fire, strike, or government or other official intervention.

EP cannot be responsible for changes or delays due to weather or other circumstances beyond our control and cannot guarantee the Expedition will terminate in Coyhaique on the date stated above. EP will not be responsible for any additional charges incurred by the participant due to changes or delays. We highly recommend purchasing travel insurance.

**Release of Image, Copyright and or other Recording:**

By signing this agreement, participant understands that EP reserves the right to take photographic, audio, written, or film records of any of its trips and hereby agree that EP may use any such photographic, audio, written, or film records for promotional and/or commercial purposes without any remuneration to Participant.

**Charges and reservations:**

Your space on the Expedition is guaranteed upon receipt of a \$1000-\$5000 non-refundable deposit. Deposit amounts vary by trip. Please see our website for details. Deposits can be made through our website. Deposits may also be paid by check or wire transfer, but your reservation won't be confirmed until the check or wire transfer is received and has cleared.

Full payment is due 90 days before the start of the expedition. If payment is not received 90 days prior to the start of the expedition, it will be considered cancellation by you and you will lose your space on the trip, deposit, and any other payments, per our cancellation policy.

**Cancellation Policy:**

If YOU cancel the trip for any reason after your space on the expedition is confirmed, the following cancellation fees will apply:

Up to 60 days before the trip You will forfeit One Half of Trip Cost plus your Deposit

After 60 days before the trip: No Refund

**EP Cancellation of Trip**

We reserve the right to cancel any Expedition for any reason at any time. If EP cancels an Expedition, your payments to EP, including deposit, will be refunded. EP is not responsible for and will not refund any other incurred costs and recommend that the Participant considers purchasing trip cancellation insurance.

**Arbitration**

Any controversy or claim arising out of or relating to this contract or any part of this contract shall be settled by binding arbitration in Coyhaique, Chile in accordance with the Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Separation Clause**

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. Should there be an issue or dispute as the validity of any release I have signed, this document shall supersede any other document I have read and signed regarding my legal rights concerning my agreement with EP.

**Jurisdiction & Venue**

This Agreement shall be construed in accordance with and governed by the laws of the Coyhaique, Chile, irrespective of the fact that a party hereto may not be a resident of or maintain a place of business in Chile.

I have read and agree to the contents of this document.

Signature of Participant:

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Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_