



Tour Participant Agreement

CONDITIONS OF BOOKING: Payment of deposits or full amount for participation in the Tour to Peru ("Tour") that person registering for Tour ("Tour Participant") has selected below constitutes full agreement with the terms and conditions mentioned below.

WAIVER OF RESPONSIBILITY: Sacred Peru Adventures, Spirit Flight Journeys, Steffan Heydon, Martina Sanchez and their representatives ("Tour Organizers"), are making all arrangements pertaining to domestic travel within Peru, including hotel reservations, transportation and Tour operation, subject to the condition that the Tour Organizers will not be held liable for delay, theft, damage, injury, terrorism, or irregularities, however caused. The Tour Organizers will take no responsibility or liability for: 1) any changes or delays in air schedules, missed airline or other carrier connections, or other services. 2) injury, loss, or damage to persons or property, including luggage. 3) additional expenses resulting from changes in exchange rates, tariffs, or itinerary. 4) defect in any vehicle or the act or default of any company or person engaged in conveying the Tour Participants, or in carrying out the arrangements of the Tour, or otherwise. 5) additional expenses incurred or due to sudden sickness, weather conditions, strikes, war, terrorism, quarantine or other causes or acts of God. 6) losses due to cancellations. 7) changes in the tour itinerary. 8) physical, mental, emotional, or spiritual injury as the result of participating in the Tour. 9) disappointment or dissatisfaction about the Tour.

CHANGES IN ITINERARY: Even though changes to the printed itinerary are not anticipated, the Tour Organizers reserve the right to make any changes that may become necessary in the best interest of the operation of the Tour, with or without advance notice. In such cases, any additional expenses must be borne by the Tour Participants. In the event of any change in rates of exchange, tariffs, or itinerary, resulting additional costs, if any, must be paid by the participant before departure or as soon as the change becomes known. Changes will not result in a refund of any portion of the Tour fee.

NO GUARANTEES: There is no guarantee, stated or implied, made by the Tour Organizers, regarding any aspect of the Tour. Complaints about the Tour will not result in any partial or full refund. There is no guarantee, stated or implied, regarding: 1) the number of participants or the age of participants taking the Tour. 2) the amount of time that Mallku or other specific guides will be personally leading the Tour. 3) the time spent at any given location on the Tour.

- 4) photos posted on this website or visiting any specific sites shown on photos on this website.
- 5) the quality of meditations, ceremonies, spiritual experiences, or other subjective experiences on the Tour.
- 6) any other aspect of the Tour.

RATES: See Rate Schedule below for the rates and required non-refundable deposits for the various Peru tours. The Tour prices are based on rates of exchange and tariffs in effect at the time of publication and are subject to change prior to departure. The Tour Organizers reserves the right to adjust these rates and also to substitute accommodations. Quoted rates are only valid for period specified.

ROOMMATES: If any Tour Participant wants to pay for the Tour at the shared-room price, yet does not have a specific roommate, the Tour Organizers will attempt to match that Tour Participant with a roommate. However, the Tour Organizers cannot guarantee that a roommate will be found. If no roommate is found, then the single-room supplement must be paid by the Tour Participant. If the Tour Organizers match the participant with a roommate whom the Tour Participant deems unsuitable, then the Tour Participant must pay for the single supplement for him or herself and also for the unsuitable roommate. There will be no refunds for complaints about roommates, and if any Tour Participant cancels the Tour because of a roommate, there will be no refund.

TOUR FEE INCLUDES: 1. Accommodation in single or double rooms at hotels mentioned in the itinerary, or hotels of similar category. 2. Transfers and sightseeing by coaches or by taxi. 3. Airfare within Peru. 4. The services of our representative at all airport transfers. 5. Expert tour leaders for entire journey. 6. An English speaking guide on sightseeing Tours. 7. Entrance fees to all monuments and museums visited on the Tour. 8. Breakfast.

TOUR FEE DOES NOT INCLUDE: 1. Anything not specifically mentioned in the itinerary. 2. Inoculations or any other medical attention. 3. Travel expenses from home to Peru. 4. Passport and visa. 5. Tips and gratuities to drivers, guides, and bellboys at hotels. 6. Excess baggage charges. 7. Any beverages, alcohol or items of personal nature, such as laundry, telephone calls, cover charges, etc. 8. Gratuities and taxes for personal services and purchases. 9. Travel, accident, baggage, health, or life insurance. 10. Any increases in airfares, entrance fees and Government imposed taxes. 11. Expenses for guides or transportation not included in the itinerary. 12. Lunch and dinner.

The minimum number of participants needed for a tour is 5. If the registration deadline has been reached and we still do not have at least 5 people that have submitted their deposits and registration forms, the tour will be cancelled and all deposit moneys will be promptly returned. Deposits become nonrefundable, once 5 people have submitted their deposits and registration forms. At that point, the tour is officially a go and deposit moneys are used to pay for tour related expenses.

CANCELLATIONS & REFUNDS: All requests for cancellation must be submitted in writing, via e-mail or fax. Those canceling their booking will forfeit their non-refundable deposit. Also, they will be charged an additional cancellation fee that will be deducted from the remainder as per the following schedule below, no matter what the reason for cancellation.

- Cancellation 121 days and more prior to departure — We retain non-refundable deposit.
- Cancellation 89 - 120 days prior to departure — 75% Refund
- Cancellation 59 - 90 days prior to departure — 50% Refund
- Cancellation 29 - 60 days prior to departure — 25% Refund
- Cancellation 00 - 30 days prior to departure — No Refund

No refund will be given to any customer within 30 days prior to the start of any program we offer, regardless of the date for which the program was paid for.

In the representation of a registered guest, if any money the tour operator has paid or has agreed to pay to it's facilitation partners in the US or abroad and including but not limited to funds they use to arrange lodgings, air travel, train travel, boat travel, park entrance fees etc. exceeds the tour deposit amount, such funds will be ducted from any applicable refund.

There will be no refund for any participant who leaves the tour prior to its conclusion, for whatever reason.

Regarding airline cancellations for airfare from participant's home: Tour Participants are responsible to get their own refunds on their tickets from the airline carrier from which their ticket is issued. Some airline tickets might have penalties or surcharges for cancellation, or may be completely non-refundable. The Tour Organizers will take no responsibility or liability for losses due to cancellations.

BAGGAGE: Weather and loading and unloading can cause more than usual wear and tear to luggage in Peru. Accordingly, all luggage should be capable of withstanding rain and rugged treatment. The Tour Organizers will not be responsible or liable for any lost or damaged

baggage or personal effects.

RESERVATION RESTRICTIONS: Any prospective participant with a disability, pre-existing medical condition, or medical history requiring special attention or treatment should advise the Tour Organizers at time of booking the reservation and are advised to consult with a medical specialist prior to reserving space in the Tour. People who are unable to travel alone or who would require special assistance or handling must be accompanied by a companion who will provide the required assistance. The Tour Organizers assume no responsibility for any cases such as these.

ONLINE REGISTRATION INSTRUCTIONS:

Using our secure online registration form, guests can register and pay for an entire program or pay for tour deposits. Every person in your party must at least fill out the personal and emergency contact information.

In the registration form under What type of payment would you like to include with your registration?, please select the option that pertains to your payment preference. If you are paying for more than one person, please select "Other Payment Amount/ Method and provide a brief explanation below in the text field that is provided.

If you plan to participate in more than one tour, please fill out a separate form for each program.

INSURANCE: All participants in the Tour are advised to get travel, medical, accident, accidental death, cancellation, and baggage insurance independently. The Tour Organizers carry no insurance whatsoever for the Tour Participants.

We have been very happy with CSA Travel Insurance: <http://www.csatravelprotection.com>.

TRAVEL DOCUMENTS AND VISAS: Visitors to Peru from most countries require a visa and a return ticket to their country of origin. Tour Participants are required to have a valid passport and a visa, if necessary. Incomplete documentation will result in the airline and airport authorities refusing permission to enter the country. The Tour Organizers will not arrange for passports or visas and will not be held liable for any irregularities caused due to improper documentation. Each participant is responsible for determining specific passport and visa requirements in the participant's country of origin and for obtaining the necessary documents prior to departure. For more information about obtaining a visa to Peru and/or Chile (Easter Island), go to the following web page: <http://www.passportsandvisas.com/visas/>

NATURE OF TOUR: Portions of the Tour could be considered rustic and rigorous and are best approached with a spirit of openness and adventure. Portions of the Tour may be at higher elevations or in remote locations, where there may be no telephones or means of rapid evacuation in case of emergency. Smoking is not permitted in buses or at meals or during lectures, activities, and ceremonies whether held indoors or outside. Tour Participants should be prepared to walk at least one hour per day.

SPECIAL REQUIREMENTS:

1. All Tour Participants should be healthy in mind and body and not have had surgery within the last six months.
2. Tour Participants should visit a qualified Medical Doctor before leaving for Peru to obtain the recommended vaccinations and procure whatever medicine their physicians prescribe. No vaccinations are absolutely required for travel to Peru. See: <http://www.cdc.gov/travel/> for more information about recommended inoculations and health information for Peru travel. Many doctors will provide antibiotics or dysentery medicine to take on the trip, and participants should avail themselves of that opportunity.
3. Be very careful of altitude sickness at heights in excess of 9000 feet. Drink plenty of water when traveling to high altitudes.
4. All participants must have enough prescribed medication to last them for the duration of their stay in Peru, if undergoing any medical treatment or taking medication.
4. Peru hotels may not be as modern or luxurious as hotels in the West.
6. While in Peru Tour Participants must not drink any tap water, even to brush their teeth, and they must not eat any raw salads, raw fruits or raw vegetables. If Tour Participants want to purify their water before drinking it, they can either bring a 220-volt heating coil for boiling water, or they can use water-purification tablets or a water purifier, which is available at any camping store. The Tour Organizers are not responsible for participants' health problems during or after the Tour.
7. Tour Participants are warned that pickpockets abound in crowded areas and that muggings in Cusco are on the rise. Therefore Tour Participants are advised to leave all valuables in the hotel safe, including passport, credit cards, and other identifying papers.
9. Tour Participants are advised to leave valuable clothing, precious jewelry, valuable papers, and all unnecessary items at home and not take them to Peru.
10. Clothing could get dirty and wrinkled and might get damaged, even when it is sent out to be laundered. The Tour Organizers are not responsible for any lost, stolen, or damaged property during the Tour.
11. Tour Participants may have to sit on the wet or cold ground or on a mat. Chairs will not be provided. Participants are advised to bring their own cushion if they want one.
12. The Tour Organizers are not responsible for participants' health problems during or after the Tour.

PUBLICATION RELEASE: Representatives of the Tour Organizers may be photographing, audio-recording and/ or video-recording the Tour. The Tour Organizers reserve the right to publish any such photographs, audio recordings, and video recordings without obtaining further consent from any participant. Each participant releases The Tour Organizers and its

representatives from any liability in connection with any such use of such photographs, audio recordings, and video recordings.

RIGHT TO REFUSE SERVICE: The Tour Organizers reserve the right to accept, decline, or retain any person as a participant at the Tour at any time without liability and without any obligation to pay a refund or any other amount whatsoever. The Tour Organizers take no responsibility or liability for any participant who leaves the Tour prior to its conclusion or for any activity undertaken by any participant that is not included on the Tour itinerary.

WAIVER: The Tour Participant shall indemnify and hold Tour Organizers free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from or on account of the Tour Organizers' activities or omissions in connection with this Agreement, as well as the costs, including attorneys' fees, of defending against them. By signing this Tour Participant Agreement, the participant releases the Tour Organizers and its representatives from all responsibility and liability.

AGREEMENT: This Agreement may be modified only by the written consent of both parties hereto. This Agreement represents the entire Agreement between the Tour Participant and the Tour Organizers with respect to the subject matter hereof. There is no other contract or agreement between the Tour Participant and the Tour Organizers, stated or implied. There shall be no waiver of the rights of the Tour Organizers by the failure to enforce that or any other right hereunder. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of the rest of the Agreement.

PERSONAL RESPONSIBILITY: By signing the agreement form below, the Tour Participant agrees as follows: "I am entirely responsible for my own personal safety, health, and mental, physical, emotional, and general well-being during and after the Tour. I release the Tour Organizers and their representatives, and any of their employees, assistants, and affiliates, of any liability for any injuries or damages mentally or physically I or any of my family members might incur during or after the Tour. I understand that the Tour is in no way psychotherapeutic or medical in nature. The Tour is not involved with the treatment of disease of any kind and does in no way substitute for medical diagnosis or treatment. Mallku and other tour leaders do not treat, prescribe, or diagnose any illness, disease, or any other physical or mental disorder. Any personal advice or answers to my questions that are given to me on this Tour are for entertainment purposes only. I release Tour Organizers and their representatives and any of their employees, assistants, and affiliates from any injuries or damages mentally or physically that I or any of my family members might incur during or after this Tour as a result of following any advice given to me on this Tour. I release Tour Organizers and their employees,

assistants, and affiliates from any obligation to fulfill any claims about this Tour that have been printed or spoken in any tapes, lecture, letters, literature, the Internet, websites, or the news media."

For more information please call us or contact us via E-Mail.

Thank You!

Steffan Heydon

ScredPeruAdventures.com

725 El Camino Real, Atascadero, CA 93422, USA

Home: 805-284-1134

E-mail: steffan@sacredperuadventures.com