

Thermal Tracker Paragliding and Aero-Sports

Fly Ecuador BOOKING PROCEDURES AND INFORMATION

- Read and sign this Booking Form and Information Package.
- Complete the Client Bio-Data and the Medical Information Forms. Please include a photocopy of the two first pages of your passport.
- Include your flying and training resume.
- Read, understand and sign the RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS.
- Return these items along with your deposit check payable to Thermal Tracker Paragliding or call credit card payment at:

P.O. Box 606 Ashland,
OR 97520
Phone/Fax (541) 890 7142

- All forms in this package are for personal use only. These forms should be completed and signed by any client joining the tour.

THERMAL TRACKER PARAGLIDING TERMS AND CONDITIONS

I BOOKING FORM AND INFORMATION PACKAGE CONTRACT WITH THERMAL TRACKER PARAGLIDING

Anyone reserving a space for the Fly Ecuador Tour must sign this booking form. The person included on this form is referred to as the "client" below. The client will be bound by the conditions that follow. All bookings are made with Thermal Tracker Paragliding, which sells the tour described. No person has any authority on Thermal Tracker Paragliding's behalf to vary these booking conditions. The service to be provided is the tour referred to in the booking form, or via other communications prior. Thermal Tracker Paragliding reserves the right to deny acceptance to any individual whom Thermal Tracker Paragliding believes is not prepared physically, technically or psychologically for this tour, as well as occupancy limitations or consolidation terms.

PAYMENT AND ACCEPTANCE OF BOOKING

The form should be returned to Thermal Tracker Paragliding with a non-refundable deposit of \$500. If a booking is made 60 days (2 months) before the departure date then the full amount (land cost) is due at the time of booking. Credit cards are accepted for deposits only, and the balance must be paid by check or bank transfer (to the following address: -Thermal Tracker Paragliding - P.O. Box 606 - Ashland, OR 97520 - Phone/Fax (541) 890 7142.) Acceptance of the client's booking must be confirmed by signing this form and it is only at this stage that this contract comes into existence. The balance of the tour land cost is due 60 days before the departure date. It is your responsibility to adhere to the fee payment schedule. You may not receive additional notice of payment due dates and your cancelled check will serve as your receipt of payment. Prior to departure, all deposits and fee payments from clients are non-refundable and non-transferable (see CANCELLATION BY THE CLIENT.) For late payments Thermal Tracker Paragliding reserves the right to treat the client's booking as cancelled. Final payment from outside the US may be made by check or bank transfer. Checks drawn on foreign banks must be imprinted by the bank as payable in US funds. Call Thermal Tracker Paragliding at (541) 890 7142 for bank transfer arrangements.

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CANCELLATION BY THE CLIENT

A cancellation by the client must be made in writing. The date that Thermal Tracker Paragliding or its agents receive the letter determines the cancellation charge applicable. Cancellation fees are as follows:

DAYS PRIOR TO DEPARTURE	CANCELLATION FEE
120 days or more	U\$D 500.00 (Deposit)
61-119 days	50% of total cost
60 days	100% of total cost

The client is strongly advised to take out cancellation insurance at the time of making the booking, as this will cover cancellation charges in certain circumstances.

CANCELLATION BY US

Thermal Tracker Paragliding reserves the right to cancel a tour for any reason. It will not cancel a tour less than 5 weeks before departure except in the case of force majeure, consolidation, or clients' failure to pay the final balance. If a tour is cancelled due to consolidation or force majeure, the client may choose a full refund of all payments made or an alternative tour offered by Thermal Tracker Paragliding. If the alternative tour chosen by the client is of lesser or greater value than the tour originally booked then the client will be entitled to a refund of the price difference or required to pay the price difference, however the case may be. Force majeure is an unusual or unforeseen circumstance outside the company's control. Consolidation refers to the fact that each tour is dependent upon a minimum number of persons participating. In the event of cancellation, Thermal Tracker Paragliding is not responsible for any expenses incurred by a client in reparation for the trip, including but not limited to airline tickets, visas fees, medical expenses and equipment purchases. Thermal Tracker Paragliding reserves the right to cancel a trip for any reason prior to departure. In that event, Thermal Tracker Paragliding will refund the land cost of the program to clients. In rare circumstances where Thermal Tracker Paragliding has already made payments to foreign agencies for the tour, some portion of the land cost may not be refundable.

UNUSED SERVICES

No partial refunds are possible for unused services including hotel rooms, air or land transport, trekking days, sightseeing excursions, or other services.

PRICES, SURCHARGES, AND BROCHURE VALIDITY.

As we publish our prices more than a year in advance, we may occasionally be faced with significant cost increases due to factors over which we have no control. As such we reserve the right to impose surcharges up to 5 weeks before departure due to unfavorable exchange rates, increases in air fares or other transport costs, taxes, or if government action should require us to do so. If any surcharge results in an increase of more than 15% of the tour cost, the client may cancel the booking within 10 days of notification of the surcharge and obtain a full refund.

SINGLE SUPPLEMENT

Trip's price is based on double or shared occupancy for hotels and most lodges. Single accommodations can often be arranged for an extra cost but may be limited on some trips according to the availability of rooms. If you are traveling alone and wish to share with another traveler, the first willing-to-share, same gender roommate will be assigned. Travelers without companions are encouraged to sign-up at least 2-3 months prior to the trip's departure so that we can best accommodate your preference.

MEDICAL FITNESS

Any client with preexisting medical conditions must complete a medical certificate to be signed by a qualified physician.

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RESPONSIBILITIES OF PARTICIPANTS

We expect clients to be in good health and possess the physical fitness level required for the tour. We also expect clients to know and have reviewed the paragliding techniques necessary to safely participate on the tour. Clients are responsible for preparing and bringing the proper clothing and equipment for the tour. Clients need to read and understand the materials they have received, review the itinerary and to contact us whenever questions arise. Everyone is expected to work together as a team, to be considerate of every team member and to be respectful to the country's customs and traditions.

FLEXIBILITY

The itinerary as stated for this tour must be taken only as an indication of what each group may accomplish, and the client acknowledges that the nature of this type of travel requires significant flexibility and should allow for changes. As such, the stated itinerary is not a contractual obligation on the part of the company. The client understands that the amenities, type of transport, route, schedule, and itineraries may change without prior notice due to local circumstances or events. Events causing these changes may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, non-flyable days, border crossing problems, and other unforeseeable factors.

CHANGES BY THERMAL TRACKER PARAGLIDING

While Thermal Tracker Paragliding does its best to operate the tour as advertised, reasonable changes in itinerary may be made where considered necessary. Thermal Tracker Paragliding also reserves the right to change any of the services and facilities described in the tour itinerary before a booking is made. If such a change is made, the client will be told at the time of booking. If Thermal Tracker Paragliding makes a major change, the company will inform the client as soon as possible if there is time before departure. A major change is defined as a change affecting one day in five of the itinerary. When a major change is made the client may choose between accepting the change, obtaining a full refund of all payments made or accepting an alternative tour offered by the company. If the major change is due to force majeure or unforeseen circumstance no compensation is payable.

CHANGES BY THE CLIENT

The client may only make a change to a booking at least 45 days before departure. Any additional costs will be charged. Note that scheduled airlines may impose 100% cancellation charges. A transfer from one tour to another can only be made at least 45 days before the departure date of the first booked tour. If such a request is accepted by Thermal Tracker Paragliding then the company reserves the right to charge an administration fee of 20% of the value of the first booked tour. A request to transfer received less than 45 days before departure will not be accepted.

IF THE CLIENT IS PREVENTED FROM TRAVELING

If the client is prevented from traveling due to serious illness, death or serious illness of a close family relative, then the client may transfer their tour to another person. Written proof and reasonable notice of the circumstance must be given. If Thermal Tracker Paragliding accepts the tour transfer, only the client may transfer his or her booking to another person. That person must sign the booking form, must be suitable for the tour, and must pay any outstanding balance. There may be additional costs that the client would have to pay.

AUTHORITY ON TOUR

The client must at all times comply with the laws, customs, foreign exchange and drug regulations of the countries visited. At all times the decision of Thermal Tracker Paragliding 's tour leader or representative is final on all matters that may threaten the safety or interfere with the well being of the group or individual travelers. Should the client fail to comply with the above, or should the client interfere with the well being of the group then the tour leader or company representative may order the client to leave the tour without recourse to any refund.

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TRAVEL DOCUMENTS

The client must obtain and have possession of a valid passport, all visas, permits and certificates, required for the entire tour. The client accepts responsibility for obtaining these documents and any other necessary documents. Information or advice given by Thermal Tracker Paragliding on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of Thermal Tracker Paragliding. Please include a photocopy of the two first pages of your passport.

COMPLAINTS

If a client has a complaint against Thermal Tracker Paragliding, the client must first inform the tour leader or Company representative while on the tour in order that the leader/representative can attempt to rectify the matter. Any further complaint must be put in writing to the company within 30 days of the end of the tour.

INSURANCE

It is the client's responsibility to obtain personal travel insurance. The client is willing to accept full responsibility for insurance up to limits that the client may require. This insurance must cover personal accident, medical expenses, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client. It is compulsory that all clients have personal travel insurance. When obtaining travel insurance, the client must make certain that the insurer is aware of the type of travel the client will be undertaking.

AIRLINES

Thermal Tracker Paragliding is not responsible for losses due to cancelled flights or seats or changed flight itineraries. The client cannot cancel the contract without penalty due to a change of airline, aircraft type or destination. The responsibility of the airlines is limited to the carriage of passengers and baggage in accordance with their terms and conditions of service.

BINDING ARBITRATION

I agree that any dispute concerning, relating, or referring to this contract, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association. Substantive law will govern such proceedings.

Thermal Tracker Paragliding Fly Ecuador Tour.

Departure Date: _____ Total Land Cost Fee \$ _____

Deposit Included (Check) \$ _____

Credit Card: Visa Master Card (\$500 for deposit only)

The following signature certifies that the registered client have read the above Terms and Conditions and accept and understand that he/she forms part of this contract.

Client's Name (print full name) _____

Client's signature _____ Date _____

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II THERMAL TRACKER PARAGLIDING CLIENT BIO-DATA AND MEDICAL FORMS PERSONAL INFORMATION

Full Legal Name: _____ E-Mail Address: _____

Address: _____ Phone (H): (_____) _____ - _____

City: _____ (W): (_____) _____ - _____

State: _____ Zip: _____ (Fax): (_____) _____ - _____

Birth Date (dd/mm/yy): ____/____/____

Citizenship: _____

Marital Status: (S) (M)

Occupation: _____

Passport Number: _____ Expires: _____

CREDIT CARD

Visa Master Card Number _____

Expiration Date (mm/yy): ____/____ (Amount to charge \$500 for deposit only)

Name on Card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

ACCOMMODATIONS

Our prices are based on double occupancy. If you are traveling alone and wish to share accommodations, we will assign you a roommate if one is available. If you request single accommodations you are requested to pay the single supplement. Single rooms can be limited and the price varies. Single tents are not always available.

I will share a room.

I prefer a single room and will pay the single fee balance.

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MEDICAL INFORMATION FORM

Thermal Tracker Paragliding does not want you to engage in activity that would be detrimental to your health or which would be opposed by your doctor because of recent illness, injury, surgery, etc. If you have any questions regarding your participation in the tour, please contact your doctor.

Gender: (M) (F)

Height: _____ ft

Weight: _____ lbs

How would you describe your health?

Answer the following questions. If yes to any, please describe. Have you ever had: Allergies, High Blood Pressure, Any Dislocations (shoulder, etc.), Back, or Knee problems, Diabetes Epilepsy, Heart Disease, Asthma? Are you pregnant? Are you currently taking medication? Do you have any limitations on your activities? Do you have any other conditions that might affect your health, or our tour operators/guides should know about?

Emergency Contact Information:

Name: _____

Address: _____

Phone(s) : _____

Alternate Contact Name: _____

Alternate Contact Address: _____

Alternate Contact Phone(s) : _____

Client's signature _____ Date _____

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DECLARATION OF FITNESS FOR FLY ECUADOR PARAGLIDING TOUR

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during the tour:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I fell ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of paragliding tour. I will notify any tour operator (tour leader, operator or guide) immediately.

I have read the above declarations, understand them, and I agree to be bound by them.

Client's Name (print full name) _____

Client's signature _____ Date _____

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III RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

- Thermal Tracker Paragliding, its employees, affiliates, officers, directors, successors, agents, and assigns (collectively Thermal Tracker Paragliding) does not own or operate any entity which is it, or does provide goods or services for your trip including, for example, lodging facilities, bus, plane, train, canoes, yacht or other transportation companies or devices, food service providers, equipment suppliers, etc. As a result, Thermal Tracker Paragliding is not liable for any negligent or willful actor failure to act of any such person, or of any other third party.
- I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer).
- I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or faulty maintenance of equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property.
- I acknowledge that the enjoyment of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment.
- I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, LOSS, EMOTIONAL TRAUMA OR DEATH.
- I acknowledge that the cost of all Thermal Tracker Paragliding trips is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Arbitration Agreement
- Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER THERMAL TRACKER PARAGLIDING FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP.
- I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Thermal Tracker Paragliding from any and all liabilities to the maximum extent permitted by law.

I, (print full name) _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, accept and acknowledge the risks and liability for my self and my family this day (date) _____.

Client's Signature: _____