


# Liability Release & Terms and Conditions

## Insurance:

Every traveler with **Eco Outreach International** must be covered by travel related personal medical insurance. This is in addition to what *Eco Outreach International* provides throughout the duration of the trip ([www.internationalstudentinsurance.com](http://www.internationalstudentinsurance.com)). I agree to obtain or verify that I have personal medical insurance. Baggage and cancellation insurance, which is not included in the package price, is also highly recommended.

Please sign below on the line to verify that beside the medical insurance that Eco Outreach International provides, I have additional personal medical insurance:

 \_\_\_\_\_  
**Name** (if under 18 years old, a parent can provide their signature)

\_\_\_\_\_  
**Date**

Please provide us with the following information:

<b>Traveler Name</b> (as it appears on passport)	
<b>Address</b>	
<b>Country Citizenship</b>	
<b>Passport # and Expiration Date</b>	
<b>Phone Number (work and home)</b>	
<b>Email Address</b>	
<b>Gender / Birthday</b>	
<b>Emergency Contact Person/Number</b>	

Please read the following information carefully and sign at the bottom indicating that you have read and understand Eco Outreach International's "Liability Release" and our "Terms and Conditions."

**Liability Release:** (This is a Legally Enforceable Contract)

A red arrow pointing to the right with the text "Print Here" inside it.

Print Here

I, \_\_\_\_\_ (traveler name) voluntarily apply to participate on a trip arranged by **Eco Outreach International** with knowledge that travel to foreign countries and/or remote areas visited by this trip involves some risk and dangers. I also understand that I am booking an adventure trip package and standards such as accommodations, transport, medical service and other factors will not be maintained or operated to standards common in the United States, or on a conventional holiday.

#### **RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

**Eco Outreach International**, subsidiaries, affiliates, officers, directors, successors, agents, and assigns, does not own or operate any entity which provides 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. By utilizing the travel services of these independent suppliers, is not liable for any negligent or willful act or failure to act of any such person or of any other third party. I understand the responsibility of **Eco Outreach International**, is strictly limited. I am aware, and I clearly understand, that the suppliers providing travel services for tour programs sold by **Eco Outreach International**, are independent contractors and are not agents or employees of **Eco Outreach International**, as an agent for any supplier of travel services. 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 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; insufficient instruction or assistance; 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 understand that **Eco Outreach International** will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. 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.

## Terms & Conditions:

**AGREEMENT:** Enrollment in a reservation and making payment for a service or a package implies agreement and acceptance of the terms and conditions set forth below. This is an agreement with ***Eco Outreach International***.

### **BOOKING & RESERVATION POLICIES**

#### **A. Itinerary Proposals**

1. **Eco Outreach International** will design custom itineraries based on travelers' special requests according to their interests, ages, physical conditions, season, and length of stay, preferred accommodation, transportation and logistics. Once the final itinerary and quote are confirmed, ***Eco Outreach International*** will be in charge of making all due reservations. ***Eco Outreach International*** will do its utmost best to abide to the original travel plans, based on services availability at the time of booking. Some modifications such as changes in locations visited, hotels used and the sequence of the itinerary itself may need to be made.
2. Given the popularity of the destinations and service demand included in our itineraries, it is essential to make bookings well in advance in order to guarantee your preferred hotel choices and services. We recommend making booking at least 6 months in advance during the High Season which includes Nov 15 to April 16 and July 1 to August 30th. For bookings during the Peak Season (**Dec 20 to Jan 5th**) and **Easter Week** we strongly recommend making reservations at least 1 year in advance in order to ensure space. Alternatively, ***Eco Outreach International*** offers a variety of soft-adventure, family travel and nature oriented itineraries throughout the year based on a minimum of 10 travelers for group packages or 2 travelers for individual trips. In your inquiries/requests to ***Eco Outreach International***, please state whether your trip plans are for group or individual travel.
3. Prices are quoted in U.S. Dollars and are valid at the time the proposal is made. We recommend confirming your quote and travel plans within 7 days after the final proposal is sent. Should a price change occur, it will be notified to the booking agent as it becomes of our knowledge or at the time of reviewing a modified quote request. Any amendments will be made to a quote as necessary.
4. All quotes have a validity of a maximum of a week (7 days) and are subject to changes depending on the availability of services. Quotes are subject to changes and price revision when:
  - The confirmation for the quote is received after 7 days of having sent the quote.
  - Services are not available as quoted.

- There are changes out of our control or which could have not been foreseen at the time of quoting based on the information received or the existing conditions. In order to reduce the risk of unforeseen costs, it is very useful for us to receive along with your reservation as much information about the clients, their expectation, special requirements, medical conditions, etc.
5. In order to ensure we get the rooms at your preferred hotel choices, it is strongly recommended that a request is made in order to block the rooms when clients are seriously interested in booking.

## **B. Validity of Prices**

1. **Eco Outreach International** will honor quoted prices when your reservations is received in writing, availability of all quoted services and rates have been confirmed by suppliers and you have the confirmation from us that your reservations has been confirmed. We strongly recommend that quotes are confirmed within 7 days after they are presented to you.
2. Should a booking be confirmed and paid in full, **Eco Outreach International** will take over the overall price increase to a maximum of a 2.5% of the total quote. If the price increase is due to changes in government regulations or any condition which would be unforeseeable to us, we will inform you of such cost. If the booking has not been paid and there is a change in rates or extra costs, these will be paid by you as we have no way to commit our providers to maintaining their rates since we have not paid them. For example, when there have been excessive increases in international fuel prices, transport providers and airlines will maintain old prices only if we have already paid them.
3. Wire transfers and Checks are considered cash payments.
4. Pricing that appears on our website and in our itineraries are accurate and available at time of publication.
5. In some cases, prices do not include internal flight airfares, they do not include overland excess luggage transportation (when taking local flights), they do not include alcoholic drinks and any other extra unless otherwise stated and specifically noted in your quote.
6. **Eco Outreach International** reserves the right to increase and/or adjust prices to reflect changes in land services (landslides, floods, etc.), local airfares, service schedules, fuel price increases, land services or increases in local taxes.

### C. Making Reservations

1. All new reservations must be sent in writing to [info@ecooutreachinternational.com](mailto:info@ecooutreachinternational.com) indicating the exact itinerary or quote you want to book and noting client names (or at least the group leader's name) and all the specifications of the client's requests including: ages, exact travel dates, number of rooms and respective occupancies and the corresponding travel information.
2. Any special requirements (e.g. extra beds, A/C, etc), medical condition, expectations or anything additionally required must be indicated at the time of booking. We will not be responsible for situations arising from us not having been informed of existing requirements or conditions which were not made at the time of booking. Any update(s) made at a later date after your quote has been sent or reservation is confirmed may result in changes in pricing due to any extra costs required to accommodate your requests. We will pass on all your special requests, medical conditions, etc. to all suppliers, whilst, we will make every effort to accommodate your special requests, we cannot guarantee the availability of services being provided under those conditions. Should a condition be a strict condition of travel we must be notified at the time of making your quote request and before confirming your booking since cancellation and modification penalties may apply.
3. It is very important that exact date and time of arrival and flight details are sent at the time of submitting your reservation, so we can thoroughly consider your booking and evaluate the logistics including excess luggage transportation. **Eco Outreach International** will not assume any responsibility in extra costs resulting from services that are required as a result of flight timings which we could not take into consideration at the time of quoting or processing your booking.

### D. Handling Bookings

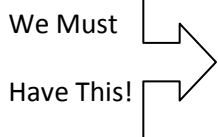
1. In order to avoid any penalty from the supplier for last minute cancellations and changes, Eco Outreach International will require:

- Individual Travel **Names** (1-9 travelers): No later than 4 weeks before the date of the first service in your confirmed travel plans.
- Group Travel **Names** (10 and more travelers): A preliminary rooming list update 90 days, a second updated one 60 days and the final updated one 30 days prior to the date of arrival.

A final complete rooming list must include:

- all participant's full names
- who they are rooming with
- special conditions and requirements
- passport numbers
- dates of birth

We Must  
Have This!

A white box with a black border containing the text "We Must Have This!". A black arrow points from the right side of the box towards the right.

2. Should services have changed between the time your quote was sent and your booking is processed, **Eco Outreach International** will send a confirmation with the respective price update and there will be 3 days to confirm or cancel the booking without penalties. Cancellation penalties apply for confirmed and/or paid bookings -- See our Cancellation Policies section within our Payment Policies.
3. A quote will be considered a confirmed booking upon receipt of your deposit; full payment or when there is a mutual flexibility of payment agreement where **Eco Outreach International** guaranteed payment at a later date. This flexibility of payment agreement is a valid contract between **Eco Outreach International** and the client.

### **E. Changes in Bookings**

Some providers may penalize changes to travel plans, flights and tour dates. Each itinerary is designed considering specific conditions, seasons and therefore changes may result in extra costs which will be added to the modified and updated quote. All changes made to the itinerary during the client's arrival will be handled directly with the client and the respective extra costs charged directly to the client.

### **F. Operative Policies**

It is the responsibility of the person(s) booking the trip to ensure we receive all client information, ages, flight information (if **Eco Outreach International** did not book your flight), and any special requirements at the time of booking as Indicated in the Booking & Reservation Policies section.

## **PAYMENT POLICIES**

### **A. Payment Conditions**

1. **Eco Outreach International** works based on prepayment and our prices reflect this. Through the years, we have established alliances with our providers and earned privileges when reserving block reservations. This is based on our credibility and prepayment policy, which has also allowed us to negotiate special net rates. Maintaining our prepayment policy has provided us with a clear advantage from a reservations and operations stand point and results in our bookings being favored as our providers value the fact that prepayments allow them to work financially stable, avoid extra cost in credits and ultimately ensure a quality service is provided which is our paramount goal.
2. **Group Bookings:** **Eco Outreach International** considers a group any party with 10 or more travelers (5 or more rooms). The groups will be confirmed in writing based on the requests made and an invoice will be sent stating the deposit and final payment deadlines. A deposit of the 100% over the total amount invoiced is required 75 days before the group arrival. In the event of a reservation received within 45 days prior to

arrival date, full payment should be sent as soon as **Eco Outreach International** confirms the booking request.

3. **Important Notes:**

- Hotels may require additional deposits to guarantee space, especially during the high season or when there are specific numbers of rooms involved. **Eco Outreach International** will notify our clients if additional deposits are required.
- Hotels can only guarantee reservations upon received of full payment and some hotels may cancel any reservations and sell the rooms to another client if they do not have a payment on the specified due date. It is important for us to receive your payment as soon as possible so we can process the respective guarantee payments to hotels and service providers in time and this way we will ensure all reservations will be honored.
- If installments are not received when due, **Eco Outreach International** reserves the right to treat the reservation as cancelled.

## **B. Method of Payment**

1. Wire Transfers. The fastest and most efficient way of payment is via Tele-transfer from your bank of the required amount in U.S. Dollars, plus all bank charges which may be deducted en route, direct to our bank. Tele-transfers should be sent no later than 6 weeks prior to tour departure date. Please note that to reduce the cost of transfer it is advised that you use any of our banker's representatives in your country.

**For wire transfers or direct deposit (desired method) please email us at [info@ecooutreachinternational.com](mailto:info@ecooutreachinternational.com) to obtain our bank information.**

It is very important that you cover all bank processing fees originated at your end which may be required to get the money from your bank to our account. These costs are not included in our quotes or invoices. Our bank will apply its own fees at this end which we already need to cover. The prices quoted to you do not include the cost of wiring the funds from your account to our bank's account.

2. Checks. Checks must be made payable to **Eco Outreach International**. Check payments must be sent at least 1 week (7days) prior to the payment deadline date to allow a safety net considering mailing delays or checks lost in mail, plus the 3 days the funds will be frozen in our accounts while checks clear and are credited. Please send checks to:

Eco Outreach International, 1900 Empire Boulevard #340 Webster, NY 14580

**\*\*All payments made through wire transfers and checks  
are considered cash payment\*\***

3. Credit Card and Pay Pal. This option is a safe/secure way to make your payment online through our webpage. You will need a credit card or a PayPal account. When using PayPal, you can take advantage of their PayPal Credit, formerly "Bill Me Later," if you are approved. PayPal Credit will allow you a grace period of 6 months without any minimum payment, finance charge or interest. Trips fees are broken down into 4 installments and each installment will have its own 6 month grace period. If you do not have a PayPal account, you can apply for one online which takes only minutes.

<https://www.paypal.com/>

\*When using this method of payment, your statements will show that payment or transaction was made to PayPal

### **C. Confirmation of Payment**

When using wire transfers or checks, it is advised that a copy of the deposit with the client's invoice or reservation number must be sent by email to [info@ecooutreachinternational.com](mailto:info@ecooutreachinternational.com). This way **Eco Outreach International** will be aware that the deposit had been made. Not doing this may result in payment delays and a potential issue resulting from hotels cancelling services due to lack of prepayment deposits.

## **CANCELLATION AND REIMBURSEMENT POLICIES**

### **A. Cancellations Made by You**

1. We understand how frustrating it is for a traveler to have to cancel their trip due to conditions of an event or effect that cannot be reasonably anticipated or controlled, in particular in those cases where the trip was planned well in advance. **Eco Outreach International** also plans these trips accordingly, uses resources and time to reserve a variety of services including lecturers, guides, drivers, extra office staff, tours, transportation and accommodation and we also need to abide to the cancellation and refund policies established by our suppliers. Therefore we adhere to the cancellation policies outlined below.
2. With this in mind, we strongly recommend that all our mutual guests' travelers are advised to purchase fully comprehensive travel insurance.
3. A last minute cancellation of a service is a cancellation where a client is unable or decides not to use or participate in a service at their discretion, due to any unforeseen situation or for not having verifying details with **Eco Outreach International** in advance to their full satisfaction prior to confirming their booking, and a formal cancellation is received by telephone, e-mail, letter or personal announcement, through a guide or service representative which is made of our knowledge within a time frame where a service cannot be cancelled. See section "Cancellations of Package Tour Arrangements."



4. A no-show is the case where a client is unable or decides not to use or participate in a service at his own discretion or due to any unforeseen situation, or for not having verifying details with ***Eco Outreach International*** in advance to their full satisfaction and does not notify us accordingly to cancel the service.
5. Cancellation fees apply even if a person transfers to another tour or different start date.
6. Deposits required to guarantee hotel space, flights or guides may be non-refundable.

## **B. Cancellation Procedure**

1. All cancellations must be made in writing via email or letter.
2. Please request a written confirmation back from us acknowledging such cancellation. You must expect a reply from one of our administrative team members on the same day. This confirmation will work as your guarantee that we have received the cancellation on that day.
3. Cancellation costs are calculated based on the date that ***Eco Outreach International*** receives the actual cancellation in writing, minus any other guarantee deposit to hotels, local flights and service providers which are non-refundable based on their own cancellation policies.

## **C. Cancellation Terms & Penalties**

***Eco Outreach International*** operates under the flexibility principle and will do our best to reduce the impact of any cancellation or last-minute changes of travel plans. We are not responsible for non-recoverable expenses incurred by trip members in preparing for a cancelled trip, such as non-refundable advance purchase hotels, transfers, tours, etc; nor for any necessary additional arrangements should the applicant have embarked prior to the departure date (flights, etc.). The following refund policies apply for cancellations received after your booking is confirmed and the respective invoice sent:

### **Cancellations received between:**

- 90 days or more prior to the arrival date, refund of your payments minus \$250 handling fee per participant and any other deposits and expenses incurred.
- 89 to 60 days prior to the arrival date, a 75% of the total payment will be refunded, minus any other deposits and expenses incurred.
- 59 to 30 days prior to the arrival date, a 50% of the total payment will be refunded, minus any other deposits and expenses incurred.
- 29 to 15 days prior to the arrival date, a 25% of the total payment will be refunded, minus any other deposits and expenses incurred.
- 14 to 1 days prior to the arrival date, there will be no refund.

Certain hotels and providers may have a more rigid cancellation/refund policy which may vary according to each hotel, season, dates and depending on each specific case or circumstance, in which case each provider will apply their own policy beyond the limit of our own policies, terms and conditions.

#### **D. Cancellations Made by Us and Reimbursements**

We reserve the right to cancel any of our regular set departure date tours due to insufficient sign-ups or unavailability of quoted services. If this should happen, a full refund will be given, but ***Eco Outreach International*** is not responsible for additional expenses incurred by participants in preparing for the tour.

#### **E. Reimbursement Policies**

1. No refunds, either in part or in full, will be made for unused services or services partially used (air tickets, ground transportation, tours, meals, guiding, accommodation or sightseeing tours not taken, etc.) resulting from last minute cancellations or no-shows.
2. For clients with whom we have a regular flow of bookings, any applicable refunds will be made in the form of credit notes to be applied to future services booked. This is in order to avoid additional bank fees, wire transfer charges and administration costs.
3. When a refund applies due to cancellations with un-penalized balance, and a cash refund is requested in the form of a wire transfer, a U.S. \$25.00 fee will be deducted of the corresponding amount to cover emissary bank fees, wire transfer charges and administration costs. Please note that bank wire transfers fees are not contemplated in the above fee.

## Consent Section:

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 *Eco Outreach International* trips, are 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 ECO OUTREACH INTERNATIONAL 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 *Eco Outreach International* from any and all liabilities to the maximum extent permitted by law.

### KNOWING AND VOLUNTARY EXECUTION

My signature below certifies that I have carefully read and fully understand the contents of this agreement including the "Liability" and "Terms and Conditions," especially those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to **ECO OUTREACH INTERNATIONAL**, the depositor, his or her family and theirs agree to be bound by the "Liability Release" and "Terms and Conditions."

**I understand this is a legally binding and enforceable contract and I am signing it of my own free will.**



Sign Here

\_\_\_\_\_

**Name** (if under 18 years old, a parent can provide their signature)

\_\_\_\_\_

**Date**

Please print two copies of this agreement/contract (duplex please). Keep one for your own records and *Eco Outreach International* must have the signed copy prior to your trip. If traveling in a group, please give the signed agreement/contract to your group leader to be sent as a package.