



WAPITI ADVENTURES, LLC
CUSTOMER TRAVEL AGREEMENT
TERMS AND CONDITIONS
Lindenwood University Capital to Capital Bike Ride
4-29-2011 through 5-1-2011

By signing below, You understand and accept the terms and conditions set forth herein. These terms and conditions govern the relationship between You (“Client”) and Wapiti Adventures, LLC, a Missouri limited liability company (“Wapiti”). By booking a trip You agree to be bound by these terms and conditions, which outline, among other things, our cancellation policy and certain limitations of liability. These terms and conditions affect Your rights and designate the governing law and forum for the resolution of any and all disputes.

1. **The Agreement.** By signing this Agreement You are signifying that You have carefully read and understand the terms and conditions that follow. By making a reservation with Wapiti or any of its agents, You accept and are bound by these terms and conditions. These terms and conditions along with the specific Trip Addendum, shall constitute the entire agreement between Wapiti and You, the Client, relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written representation, warranty, collateral agreement, prior agreement, description of services, or conditions, other than as expressed herein. The service to be provided is described on the attached addendum.

2. **Reservation/Deposit.** Your booking will be confirmed only upon signature of this Agreement and payment of a deposit received in Wapiti’s office. A non-refundable deposit / payment in full of \$100 per person is required at the time of booking. Final payment is due prior to departure. You are required to submit valid credit card information with this Agreement, and by signing this Agreement You authorize Wapiti to charge the balance of the trip to your credit card 30 days prior to departure. If this Agreement is made within 30 days of departure, the entire fee is due at the time of booking.

3. **Cancellations.** If You cancel Your trip or otherwise fail to attend the trip, You will be charged cancellation fees set forth on the Trip Addendum. These cancellation fees are set by the various agents, contractors, and other providers who Wapiti has contracted with to arrange the trip, and, as such, are not subject to modification or alteration.

4. **Changes to Itinerary.** You acknowledge that the nature of this type of travel requires considerable flexibility by Wapiti and its contracted agents and You explicitly acknowledge and allow for alternatives. The itinerary provided by Wapiti is merely representative of the types of activities contemplated, and Wapiti is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities, and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, climate, or other unpredictable or unforeseeable circumstances. Flight delays are very common, and You acknowledge this fact. If Your flight is delayed for any



reason, the airlines are not required by law to pay for Your en route expenses, such as meals, hotels, taxis, and phone calls. If Your trip involves a charter flight, federal regulations require that You also sign the charter operator's participant agreement. For charters, departure times can change at the last minute. These delays legally can be as much as 48 hours. Your flight may be advertised as non-stop, however, the operator may legally change the routing and make intermediate stops at the last minute. The charter operator may legally substitute types of aircrafts and even airline at the last minute. The charter operator generally takes no responsibility for baggage. It is not unusual to have luggage misplaced. Typically no frequent flier miles are accrued for charter trips. Advanced seating assignments are frequently not available. The charter company or any other agent providing transportation may limit the number and weight of bags. This limitation is typically two bags, which You may be required to lift and comfortably transport Yourself if porters are not available.

5. **Cancellation by Wapiti.** Wapiti reserves the right to cancel a trip for any reason, but will not cancel a trip less than 30 days prior to departure except for force majeure, or unusual or unforeseen circumstances outside Wapiti's control. When Wapiti cancels a tour, You may choose between a full refund of all monies paid or any alternative trip offered by Wapiti. Wapiti is not responsible for any incidental expense that You may have incurred as a result of Your booking such as visas, vaccinations, non-refundable flights, connecting travel or loss on enjoyment. If the alternative trip chosen by You is of a lower value than that originally booked, then You are entitled to a refund of the price difference. If the alternative tour chosen by You is of a higher price than originally chosen, then You must pay the difference.

6. **Responsible Behavior.** You agree to abide by the authority of Wapiti or its agent on the trip. If Your personal health or conduct is deemed to endanger the safety or enjoyment of Yourself or any other individual or group, Wapiti's agent may decide to exclude You from a portion of the trip or completely remove from the trip. Any cause of danger, distress, or annoyance to the group will be acted upon. Any expense incurred arising out of removal of You from the trip will be Your responsibility.

7. **Your Information.** You will be responsible for providing correct information regarding personal details (name, address, phone number, and other contact information). Wapiti will not be responsible for costs which have occurred due to incorrect, incomplete, or inaccurate information.

8. **Power of Attorney.** As Wapiti's client, You hereby appoint Wapiti to be Your attorneys-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets, tours, travel, meals, and hotel guarantees. You authorize Your attorneys-in-fact to sign credit card authorizations for these purchases whenever any of them receives an authorization, including this Agreement, which can reasonably be believed to be from You or someone acting on Your behalf. You agree that You will pay for all such purchases and will not hold Wapiti responsible for any action pursuant to this power of attorney.

9. **Jurisdiction and Venue.** Any action brought to enforce any term of this Agreement or any action brought against Wapiti arising out of the events, trips, or any other



circumstances described in this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri. This Agreement shall be governed in accordance with the laws of the State of Missouri to the exclusion of the law of any other state or country.

10. Subcontractors and Agents. You acknowledge that Wapiti only acts as a coordinator for the trip outlined herein, and makes use of agents, contractors, and third parties to provide the services required to complete the trip. You agree to hold Wapiti harmless for the acts or omissions of any third party, agent or independent contractor or their failure to provide services, adhere to their own schedules, or to honor their own contracts.

11. Medical Information. You acknowledge that if You have a known medical condition that would affect Your ability to complete the trip normally, You are required to make this known to Wapiti well before departure. Wapiti reserves the right to disqualify anyone at any time during the trip if Wapiti feels that a trip member is physically or mentally incapable or the trip member's continued participation would jeopardize the individual or the group. Refunds are not given under such circumstances. Hospital facilities for serious problems are often unavailable and evacuation can be prolonged and difficult. Wapiti assumes no responsibility regarding provision of medical care. You will receive appropriate health information to be filled out and returned to us. By booking a trip You are confirming Your physical ability to travel and to engage in the activities involved. Wapiti reserves the right to request clearance from Your physician to complete the trip.

12. Insurance. It is required that You have travel medical insurance while traveling with Wapiti. This insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. It is strongly recommended that additional coverage be purchased to include cancellation, curtailment, loss of belongings, and all other expenses that might arise out of loss, damage, injury, delay, or inconvenience occurring to You.

13. Release of Liability and Assumption of All Risk. You are aware that, during the trip You are choosing to participate in under the arrangement of Wapiti and its agents, You may be subjecting Yourself to certain risks including, but not limited to: forces of nature, travel in remote areas, and wilderness terrain, transportation by air, train, automobile or other conveyance. You are aware that the activities described in Your trip are inherently dangerous, and by undertaking these activities You assume a high degree of risk, including, but not limited to physical injury, illness, disease, and even death. You recognize that unusual risks may be present at any time during the trip, including, but not limited to equipment failure, theft, negligence by others, and exposure to natural and man-made hazards. You are also aware that the medical services and facilities may not be readily available throughout the duration of the trip and that if medical care is needed by You during, after, or as a result, directly or indirectly, of the activities involved in this trip, that You will be solely responsible for the cost of such medical care. You are further aware that Wapiti acts only as a coordinator with the owners, contractors, and other suppliers providing transportation and/or all other related travel services and activities, and, as such, assumes no responsibility whatsoever caused for injury, loss, or damage to person or property in connection with any service resulting directly or indirectly from acts of God, detention, annoyance, delays, and expenses arising from quarantine, strike, theft, failure of any



means of conveyance to arrive or depart as scheduled, civil disturbance, government restrictions or regulation, discrepancies or changes of transit or hotel services over which Wapiti has no control. You understand that if any trip has to be delayed because of weather, road conditions, flight delays, sickness or other contingencies for which Wapiti cannot reasonably make provision, the cost of delays is not included in the trip fees. You are voluntarily participating in all activities related to the trip with full knowledge of the dangers and risks involved, and agree to assume all risks, including injury, illness, disease and death. In consideration for the right to participate in the trip, You hereby fully assume all risks of the above hazards and hereby release and discharge Wapiti and its employees and agents from all actions, claims or demands resulting from Your willing participation in the trip. Further, You agree to indemnify and hold Wapiti and its employees and agents harmless and defend the same against any and all claims which this Release and Assumption of Risk applies. You also agree to indemnify and hold harmless and defend Wapiti as well as its employees and agents against any claims arising out of Your own negligence or any other claim arising out of or relating to the trip. In accordance with these indemnification provisions, You agree to reimburse Wapiti and its employees and agents for any damages, reasonable settlements, and defense costs, including attorney's fees that may arise because of such claims. In the event of Your death, the provisions of this Agreement shall be binding on Your estate, personal representative, executor, administrator, or guardian. You are aware that this is a release of liability and a contract between You and Wapiti and that You have signed it of Your own free will. This release of liability and assumption of risk agreement is entered into on behalf of You and any member of Your family, including any minors accompanying You or who travel on a Wapiti trip independent of You and for whom You certify that You are the parent or legal representative. All applications are subject to acceptance by Wapiti. By signing this Agreement You are certifying that You have carefully read this entire paragraph relating to release of liability and assume of risk, and You have read the complete terms and conditions outlined in this document, including notification of cancellation penalties.

CLIENT SIGNATURE:

Print Name

Date
