

# 2010 RESERVATION FORM

PLEASE USE A SEPARATE FORM FOR EACH PASSENGER AND EACH TRIP / READ THE ENTIRE FORM AND SIGN ON BOTH SIDES

PASSENGER NAME

NATIONALITY

E-MAIL ADDRESS

TICKETING ADDRESS

CITY/STATE

ZIP/POSTAL CODE

AGE

SEX

DAYTIME PHONE NO.

EVENING PHONE NO.

TOUR NAME/DEPARTURE DATE (MONTH/DAY/YEAR)

DEPARTURE CITY

ARRIVAL CITY

HOW DID YOU HEAR ABOUT THE GREEN TORTOISE?

RECEIVED BY (FOR OFFICE USE ONLY):

G.T. APPROVED TRAVEL AGENT:

## ENTER THE AMOUNT OF YOUR DEPOSIT HERE

(PAYABLE TO G.T. IN THE FORM OF A MONEY ORDER OR TRAVELERS CHECKS)

• CALL OUR OFFICE FOR CREDIT CARD PAYMENT INFORMATION •

**GREEN TORTOISE ADVENTURE TRAVEL 494 BROADWAY SAN FRANCISCO, CALIFORNIA 94133 FAX: 415-956-4900**

## NO PERSONAL CHECKS PLEASE!

ALL DEPOSITS ARE NON-REFUNDABLE. IN MOST CASES (EXCEPTIONS ARE NOTED BELOW) IF YOU NOTIFY US AT LEAST 10 DAYS PRIOR TO DEPARTURE, YOU MAY APPLY YOUR DEPOSIT (MINUS A \$10 SERVICE FEE) TO ANOTHER GREEN TORTOISE TRIP. IF YOU NOTIFY US LESS THAN 10 DAYS PRIOR TO DEPARTURE, YOU FORFEIT THE DEPOSIT. FOR MOST TRIPS, THE BALANCE OF YOUR FARE, INCLUDING THE FOOD/PARKS FUND, IS DUE AT DEPARTURE. PAYMENT AT DEPARTURE MUST ALWAYS BE IN CASH, MONEY ORDER OR TRAVELERS CHECKS (US FUNDS ONLY).

WESTBOUND CROSS-COUNTRY TRIP REQUIRES FULL PAYMENT 10 DAYS PRIOR TO DEPARTURE. THE FULL TRIP AMOUNT ALSO BECOMES NON-REFUNDABLE/NON-TRANSFERABLE 10 DAYS PRIOR TO DEPARTURE.

FULL PAYMENT FOR THE ALASKA EXPEDITION AND LOOP, SOUTHERN MIGRATION, PYRAMIDS AND PLAYAS, AND MAYA DREAM WEEKS ARE DUE 21 DAYS PRIOR TO DEPARTURE. IF YOU NOTIFY US AT LEAST 21 DAYS PRIOR TO DEPARTURE, 50% OF THE DEPOSIT FOR THESE TRIPS IS TRANSFERABLE.

THE FOOD/PARKS FUND, WHICH EVERYONE PAYS, COVERS ABOUT 70% (SOME EXCEPTIONS) OF MEALS, ALL CAMPING FEES, AS WELL AS U.S. PARK ENTRANCE FEES. YOU ARE RESPONSIBLE FOR ALL OTHER MEALS.

ALL GREEN TORTOISE BUSES ARE INSURED AS COMMERCIAL PASSENGER VEHICLES. YOU ARE NOT COVERED BY THIS INSURANCE ANYTIME YOU ARE OFF THE BUS. WE RECOMMEND THAT YOU PURCHASE ADDITIONAL INSURANCE. FEDERAL AND STATE LAW MANDATES THAT THE PASSENGER ACCEPT RESPONSIBILITY FOR ALL CARRY-ON ITEMS AND THAT THE CARRIERS LIABILITY BE LIMITED TO \$250 PER BAG THAT HAS BEEN CHECKED INTO THE LUGGAGE COMPARTMENT.

I HAVE READ AND AGREE TO THE DEPOSIT AND RESERVATION POLICIES ABOVE. I HAVE READ AND AGREE TO SIGN THE ASSUMPTION OF RISK, RELEASE, AND BINDING ARBITRATION AGREEMENT FORM ON THE REVERSE OF THIS PAGE. I AGREE TO CONFIRM MY RESERVATION 2 DAYS PRIOR TO MY DEPARTURE OR I MAY BE MOVED TO A STAND-BY LIST. I UNDERSTAND THAT CONDITIONS MAY BE RELATIVELY PRIMITIVE, AND NOT LUXURIOUS. I UNDERSTAND THAT ALL TRIP ITINERARIES ARE FLEXIBLE AND SUBJECT TO CHANGE. I UNDERSTAND, AGREE AND ACCEPT THAT GREEN TORTOISE DOES NOT GUARANTEE ARRIVAL TIMES. I AGREE TO COOPERATE WITH MY GREEN TORTOISE DRIVERS' DIRECTIVES AND ABIDE BY ALL PREVAILING LAWS. I UNDERSTAND THAT IT'S MY RESPONSIBILITY TO RETURN TO THE BUS ON TIME AND TO CATCH UP WITH THE TOUR IN THE EVENT THAT I AM LEFT BEHIND. I UNDERSTAND THAT THE GREEN TORTOISE RESERVES THE RIGHT TO REFUSE SERVICE AT ANY TIME, TO ANYONE THAT THEY BELIEVE TO BE INCOMPATIBLE WITH THE GREEN TORTOISE WAY OF TRAVELING WITHOUT ANY COMPENSATION OTHER THAN THEIR UNUSED PORTION OF THE FOOD FUND. I UNDERSTAND THAT THE GREEN TORTOISE RESERVES THE RIGHT TO CANCEL ANY TRIP (VERY RARE) FOR ANY REASON WITHOUT ANY COMPENSATION OTHER THAN THE FARE AND THE FOOD/PARKS FUND PAID.

SIGNATURE

PRINTED NAME

DATE

## ASSUMPTION OF RISK, RELEASE AND BINDING ARBITRATION AGREEMENT

### ASSUMPTION OF RISK

I am not a minor and I understand that by being a passenger of Green Tortoise Adventure Travel, Inc. (Green Tortoise) that:

**A.** I will have the opportunity to participate in various activities, including but not limited to hiking, swimming, snorkeling, windsurfing, rafting, boating, cave exploration, kayaking, soaking in hot springs, and engaging in other activities in public parklands and in privately-owned facilities such as restaurants, bars, stores, and recreation areas. I further understand that by participating in any of these activities, I may be subjected to a variety of hazards and risks, foreseen or unforeseen, which may cause me to suffer property damage, injury, or death ("DAMAGES"). I know that these DAMAGES can occur due to natural causes, the active or passive negligence of Green Tortoise, its employees and agents, or the negligent or intentional acts of third parties and/or fellow passengers. I further understand that while on the Green Tortoise there will be times where access to rescue or medical facilities or expertise may be several hours or even days away from the location where these DAMAGES may occur. I understand that being exposed to such DAMAGES, risks and hazards are inherent in participating in Green Tortoise Adventure Travel and I understand that I should therefore exercise extra care for my own person. I understand the potential for these DAMAGES to occur, that those hazards and risks associated with Green Tortoise exist, and notwithstanding these factors I choose to take this Green Tortoise journey, agree to pay the required costs therefor and voluntarily assume the risks of such DAMAGES occurring while I am on my Green Tortoise journey.

**B.** Green Tortoise may at times deliver passengers to various third parties who will conduct, supervise, guide, or instruct passengers in various sporting or recreational activities, or conduct entire tours including but not limited to, those activities listed above in section A. Green Tortoise assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. Passengers' concerns regarding the qualifications of any third parties conducting or supervising these activities should be directed to the third parties and passenger agrees to release, indemnify and hold harmless Green Tortoise for liability for DAMAGES arising out of the negligence of such third parties .

**C.** I have chosen to be a passenger on an unconventional touring vehicle that differs in design from ordinary commercial buses used for regular transportation or touring purposes. Since the vehicle in which I will be travelling is not a conventional tour bus and therefore involves unique risks of DAMAGES, I understand the need for all passengers to exercise particular caution when on the bus, and especially while moving around the interior of the vehicle while the vehicle is in transit. I voluntarily assume the risks of any and all DAMAGES I may incur on Green Tortoise vehicles unless such DAMAGES are directly related to the negligent operation of the vehicle by Green Tortoise employees.

**D.** In the event that I choose to quit or depart from my Green Tortoise tour prior to the completion of the tour as scheduled, I understand the risk inherent in doing so, and I agree to release, indemnify and hold harmless Green Tortoise, its officers directors, agents and employees of any liability for DAMAGES arising out of, or occurring after, my departure from the tour. I also understand that by quitting or departing from the tour I will have forfeited and relinquished any remaining value in the ticket purchased for the tour and waive any and all claims for reimbursement from Green Tortoise. The Green Tortoise is not responsible for any passengers expenses arising from delays due to accidents, breakdowns, or adverse traffic and weather conditions,

### RELEASE

In consideration for being accepted by Green Tortoise [or any of its affiliated entities] to take a Green Tortoise journey, I hereby agree to hold Green Tortoise, [its affiliated entities], owners, agents, employees and contractors harmless from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my Green Tortoise journey. The terms of this Agreement shall also serve as release and assumption of risk from my heirs, executors and administrators and for all members of my family. I, my heirs, distributees, guardians, and legal representatives hereby agree to hold harmless, and not make any claim against, sue, or attach the property of Green Tortoise, [its affiliated entities], its owners, agents, employees or contractors for any injury or damage I might suffer due to the acts of omissions, including negligent acts or omissions, of any employee, agent, contractor or owner of Green Tortoise [or any of its affiliated entities]. The undersigned further expressly agrees that this RELEASE and ASSUMPTION OF RISK AGREEMENT is intended to be as broad as permitted under California law and that if any portion thereof is held invalid, it is agreed that all other portions shall continue in full legal force and effect.

### BINDING ARBITRATION

Any controversy or claim arising out of or relating to any DAMAGES I may incur, or concerning this Agreement, or to the making, performance or interpretation thereof, shall be settled by binding arbitration in San Francisco, California, in accordance with the rules of the American Arbitration Association which then exist. I understand that binding arbitration may deprive me of various rights that I might otherwise have in a legal action, including, without limitation, the right to a jury trial, the right to appeal, and full discovery rights. Judgement on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. I further agree to pay half of any costs to third parties, including arbitrator(s), in an arbitration proceeding commenced and conducted pursuant this agreement.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK, RELEASE AND BINDING ARBITRATION AGREEMENT AND VOLUNTARILY AGREE TO SIGN THIS DOCUMENT.** No oral representations, statements or inducements, apart from this written agreement have been made and the undersigned acknowledges that the terms of this agreement cannot be altered or waived by any Green Tortoise employee or agent except in writing.

**IN CASE OF EMERGENCY PLEASE NOTIFY:**

SIGNATURE

DATE

NAME

ADDRESS

CITY/STATE

ZIP/POSTAL CODE

PHONE NUMBER

PRINTED NAME

RELATIONSHIP