

Infinite Adventures LLC  
809 W Riordan Rd 100-325  
Flagstaff, AZ 86001  
Phone +1 520 468 9774  
Mail ops@infiniteadv.com  
Web www.infiniteadv.com



## **Terms and Conditions of Infinite Adventures LLC**

### **§1 BOOKING PROCEDURE**

When you book with Infinite Adventures LLC, you will be agreeing and are bound to our outlined booking conditions. Please make sure you read through all documents sent to you and ask any questions you might have before booking your adventure. This will clear up any misunderstandings or misconceptions you may have. Once you have decided upon an adventure with us, you will fill out our online booking form and agree to our terms and conditions. Once we have confirmed your booking, you will pay a \$300 USD deposit (per person) (\$500 USD for lodging trips) that will hold your position on your chosen adventure. The remaining trip cost will be paid within 45 days of your trip's departure. In the case of a wire transfer, you will need to pay any fee associated with the transfer. (Please confirm the exchange rate with your bank and Infinite Adventures LLC to avoid any overpayments or underpayments.)

A contract is made after the company receives the deposit of \$300 USD / \$500 USD and the online booking form is filled out/the agency you booked through has confirmed your booking. You are legally bound to our terms and conditions once you agree online. All our passengers have to be age 18 and above, if not accompanied by a legal guardian.

### **§2 CANCELLATIONS BY CLIENT**

If you decide to cancel your trip, you will automatically forfeit your \$300 USD (\$500 USD for lodging trips) deposit. If we need to reimburse you any payments you also are in charge of any fees for credit card/debit transactions or bank transfer charges.

1) In the event of your cancellation of the booking for any reason, we will return the trip cost (minus the deposit and any CC fee/any other bank fees) if cancellation is notified more than 60 days before departure. If cancellation is notified between 59 days and 45 days, we will charge a 50% of trip cancellation fee plus any CC fees/bank charges. If cancellation is notified within 45 days of departure, the Client forfeits the entire trip cost. The date the cancellation is notified is the date we receive written notice of cancellation from the lead name. This can be in the form of an email as long as there is a return email stating it has been received.

2) Please note the cancellation charges mentioned above do not cover flights (booked on your own), extra hotel accommodation and any other services not included in the tour cost. Cancellation charges on flights vary but can be as much as 100% after purchase. Extra hotel accommodation may also incur 100% cancellation charges after booking.

3) Once the tour has started, no refunds will be made under any circumstances for any unused sector(s) or section(s) or services.

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### **§3 CANCELLATIONS BY THE OPERATOR**

1) We reserve the right to cancel your tour for any reason more than 45 days before the departure date or at any time after this date where we are forced to do so for reasons outside our control. In the event of cancellation, we will inform you as soon as possible. Our tours require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular tour has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no later than 45 days prior to departure.

2) In the event of cancellation by us, we will offer you the choice of:

(a) Purchasing an alternative tour from Infinite Adventures LLC, of a similar standard to trip originally booked if available (if the alternative is less expensive, we will refund the difference, if it is more expensive, you will have to pay the difference) or

(b) Receiving a full refund of all monies you have paid to us.

3) Compensation will not be payable, expenses will not be met and no liability beyond offering the above mentioned options (where applicable) can be accepted where we cancel due to causes out of our control or because the minimum number of bookings required to operate a tour have not been received.

4) If you do not pay the balance of your tour within 45 days of the departure date, your booking will be canceled resulting in a 100% cancellation fee.

### **§4 CHANGES**

Infinite Adventures LLC reserves the right to change the itinerary at any time due to operator's discretion and local circumstances. Local circumstances could be e.g. natural disasters, strikes, breakdowns etc. Operator's discretion usually will be discussed with the group before and it includes e.g. conditions of campgrounds, cultural activities etc.

### **§5 INSURANCE/MEDICAL CONDITIONS**

Risks are an inherent part of adventure travel and largely define the industry itself. Participants are removed from their day-to-day comforts and take part in adventure travel to gain unique and memorable experiences that otherwise are not readily available. It is therefore the responsibility of each passenger of Infinite Adventure LLC to arrange appropriate travel insurance that covers personal accident, medical

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expenses, repatriation, loss and damage to personal effects. The policy must include a minimum coverage of \$1000000 USD for medical and repatriation expenses. Without an adequate travel insurance policy passengers will not be allowed to join the trip.

Passengers have to inform Infinite Adventures at the time of booking of any known illnesses, disabilities or medical conditions, or, if not known at the time of booking, at the earliest opportunity.

## **§6 Our Responsibilities and Limits**

We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us or a third party service providers engaged by us acting within the proper course of their employment. Subject to the limitations of damages set forth in this Terms and Conditions, we are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- (a) attributable to you;
- (b) attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- (c) due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken;
- (d) due to an event which even with all due care we could not foresee or forestall.

We cannot accept any liability for any delay or cancellation in your flight to the joining point of the trip or returning to the end point of the trip, whether the delay or cancellation is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action.

The contents of Infinite Adventure's website are based on knowledge and information available to Infinite Adventures LLC at the time of writing. No warranty is given for the validity of the information supplied.

## **§7 Personal Responsibility**

You are responsible for purchasing the style of tour that fits your desired comfort level and participating in activities that are suitable for your fitness level and capabilities. By making a booking, you acknowledge that Infinite Adventures' tours are adventurous by nature and may involve a significant amount of personal risk. You also acknowledge that neither you nor anyone traveling with you has any physical, mental, or other conditions or disabilities that would create a hazard to yourself or your group members. Infinite Adventures reserves the right to decline

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anyone from joining a trip with justifiable cause. Infinite Adventures also reserves the right to remove you from a trip if you are creating a hazard to yourself or others, impacting the enjoyment of others, or participating in any illegal activity. Any costs resulting from being removed from a tour or being declined participation in a tour is at your expense.

Infinite Adventures is not responsible for advising you on the correct visa. Holding the correct visa or ESTA travel permission is your own responsibility as well as a valid passport.

### **§8 Optional Activities**

During any of our trips / tours, there may be opportunities to participate in activities or local events, which are not included in Infinite Adventures' tour. Infinite Adventures makes no representations about the safety or quality of these activities and events, or the standard of the independent operator running it. It is therefore understood and accepted by the Client that any assistance given by Infinite Adventures' tour guide to help arrange these optional activities is done in good faith. Infinite Adventures does not sponsor or endorse outsourced activities or events, nor can Infinite Adventures be held liable for any injury or illness resulting from your participation. If you decide to participate in these events, you do so voluntarily and should take precautions to ensure your own safety.

### **§9 Discounts and promotions**

All discounts and reduced pricing are applied at Infinite Adventure's discretion. From time-to-time, Infinite Adventures may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings only. Bookings for which the Client has already paid a deposit are locked into their original price and are not entitled to the reduced pricing.

### **§10 Complaints, Claims, and Refunds**

Refunds are not issued for any included activity or tour location that is missed due to circumstances out of Infinite Adventure's control. Anyone looking to make a claim, submit a complaint, or request compensation for any reason must do so in writing or email within 14 days after the tour's completion. Any and all supporting documentation to the claim or complaint must accompany the written letter or email. Any claim or complaint received by Infinite Adventures after this deadline will not be accepted or reviewed.

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## **§11 OTHERS**

Passengers must be aware that Infinite Adventures LLC will take pictures or films of everyone while on tour. Therefore Infinite Adventures LLC reserves the right to use the material for advertising without asking passengers agreement again or specifically. Agreeing to our terms and conditions you specifically allow Infinite Adventures to use any of the photos that were taken by Infinite Adventures or any other person on the trip.

If any of the regulations stated in Infinite Adventures LLC's terms and conditions are not according to law all other regulations remain untouched.

## **§12 Release of Liability, Acknowledgement of Risk, Assumption of Risk and Responsibilities**

By signing the booking form every passenger agrees to the following:

Responsibility: I understand and agree that all travel arrangements included in this trip are made on my behalf upon the express condition that neither Infinite Adventures LLC nor its owners or employees shall be liable or responsible for any negligent or willful act of failure to act of any third party, such as operators of aircraft, trains, motor coaches, private cars, cruise vessels, boats, ships or any other conveyance, hotels, sightseeing excursions, local ground handling, etc. which are to or do supply any goods or services for my trip. I further understand that Infinite Adventures LLC neither owns or operates such third party supplies and accordingly agree to seek remedies directly and only against those suppliers and not hold Infinite Adventures LLC responsible for any negligent or willful acts of others or force majeure, weather emergencies, breakdowns or failure of mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, custom regulations, epidemics, strikes, hotel overbookings, safety and or security standards at hotels, campsites or other accommodations, any problems or injuries or whatsoever arising from customers' consumption of alcoholic beverages or illegal drugs or for any other reason beyond the control of Infinite Adventures LLC, and I understand, agree with and agree to be legally bound by the terms of the release and waiver for liability set forth herein.

Acknowledgement of Risk: I understand and acknowledge that my travel arranged at my request by Infinite Adventures LLC may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owners or employees of Infinite Adventures LLC or the negligence or participation of other passengers, contractors and/or subcontractors to Infinite Adventures LLC. I also

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recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip. Although Infinite Adventures LLC has taken reasonable steps to provide me with appropriate equipment and skilled tour leaders so I can enjoy an activity for which I may not be skilled, Infinite Adventures LLC has informed me all activities are not without risk. I agree that certain risks are inherent in each activity and cannot be eliminated without destroying their unique character. I accept that these inherent risks can be the cause of loss of or damage to my equipment, accidental injury, and illness or in extreme cases, permanent trauma or death. Infinite Adventures LLC believes it is important for me to know in advance what to expect and to be informed of inherent risks. The following list describes some, but not all, of the activities that contain risks.

Aircraft Flight, Ballooning, Biking, Board Surfing, Bungee Jumping, Canoeing, Climbing, Deep Sea Fishing, Hiking, Horse Riding, Jet Skiing, Kayaking, Parasailing, Sailing, Scuba Diving, Snorkeling, Water Skiing, Water Slides, Whitewater Rafting, Windsurfing, etc

I understand the list of activities is not complete and that other unknown or unanticipated inherent risks may result in injury or death. This includes, but is not limited to, injury while 'travelling' or riding in any type of vehicle, car, van or any other mode of transport and/or transportation; and walking, running or otherwise engaged in any kind of physical activity. I agree to assume and accept full responsibility for the activities I choose to participate in and accept full responsibility for risks identified herein and any inherent risks not specifically identified. I acknowledge that my participation in any activity is purely voluntary and I elect to participate in spite of and with full knowledge of the inherent risks.

This release and indemnity agreement contains a surrender of certain legal rights. Certain federal land agencies do not allow service providers to be released by their clients from liability for injury or losses occurring while operating under permit on those federal lands (lands managed by the national park service).

**Express assumption of risk and responsibilities:** In recognition of the inherent risk of the travel and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of Infinite Adventures LLC.

**Release of Liability:** In consideration of the services and arrangements provided by Infinite Adventures LLC, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify

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Infinite Adventures LLC, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled trip with Infinite Adventures LLC and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACT OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF Infinite Adventures LLC.

Express Waiver of any right to seek consequential, punitive or exemplary damages: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Infinite Adventures LLC, its owners, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

Medical authorization: I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

Medical expenses: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

Severability: I agree that if any term outlined is found to be unenforceable, all other terms set forth are severable from the terms that are invalidated.

Conflict: In the event of any inconsistency or conflict between the terms of this outline and any terms or conditions otherwise applicable to the Trip, the terms of this outline shall prevail.

Therefore, except to the extent federal rules or regulations prohibit my doing so on restricted federal lands, I (adult participant and /or parent(s) of a minor participant) agree to the terms and conditions stated herein (and if English is not my native language, I have asked for explanations where needed). I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, and estate, and for all members of my family, including minor children.