

SILK AND STONES

Treasures, History and Culture of SE Asia

Your Full Name (EXACTLY as it is on passport):

Nickname (if any): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Preferred email: _____

Occupation: _____ Marital Status: _____

Gender: _____ Age: _____ Height: _____ Weight: _____

Birthdate (Day/Month/Year): _____ Birthplace: _____

Passport No.: _____ Place Issued: _____

Citizenship: _____ Expiration Date: _____

Room Preference: _____

General Health Status: _____

Dietary Restrictions: _____

In case of emergency, notify:

Name: _____ Relationship: _____

Phone: _____ Email: _____

Medical Insurance Provider and ID: _____

Travel/Evacuation Insurance: _____

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Release of Liability and Assumption of All Risks

Assumption of Risks

I, _____, acknowledge that I have voluntarily applied to participate in the trip designated on this application. I am voluntarily participating on the trip or expedition with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism, roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Silk and Stones Travel, or others. I acknowledge that the enjoyment and excitement of adventure 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 and excitement, being a reason for my voluntary participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, IINJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STTATEMENT **BY PLACING MY INITIALS HERE:** _____

Release

I acknowledge that the cost of all Silk and Stones Travel trips is based upon trip participants executing the Release of Liability and Assumption of all Risks. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE SILK AND STONES TRAVEL AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION. I agree that this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Silk and Stones Travel from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Silk and Stones travel and upon acceptance shall be deemed to have been entered into and to be performed in Denver, Colorado. In the unlikely

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event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute will be submitted to a neutral third party mediator in Denver, Colorado with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation then (b) the dispute shall be submitted for binding arbitration through the American Arbitration Association in Colorado; (c) the dispute will be governed by Colorado law, and (d) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Silk and Stones Travel

Knowing and Voluntary Execution

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "General Information" in the following pages, especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of applicant: _____

Date _____

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General Information

Reservation

Early reservations are recommended since group sizes are limited and necessary flights or other transport frequently sell out during popular seasons.

Upon receiving your deposit we will send you a confirmation letter, detailed trip itinerary, and other necessary information for your trip planning. Final instructions will be sent several weeks prior to departure.

Payment Schedule*:

At reservation time:	\$500
120 days prior to departure	20% of trip cost
60 days prior to departure	Balance

*Payment schedules for cruises, custom tours, and special events vary and will be clearly indicated in the specific itinerary for each trip.

Prices are quoted in US dollars and all payments must be made in US dollars whether by check or credit card. All land payments submitted less than 15 days prior to departure must be by cashier's check.

Pricing

Trips are priced according to the number of full-price participants on the trip. Each itinerary will list one of more prices, depending on the number of trip participants.

Prices listed on brochures, web sites, or separate itineraries are subject to change because the trip dates and prices are frequently printed well in advance of the trip date, and exceptional cost increases or currency fluctuations can occur and will be reflected in revised trip prices. In addition, guests can request extra services or changes, and subject to approval by Silk and Stones, will result in additional charges.

Single Supplements

Accommodations are based on double occupancy. Participants who specifically request single accommodations, subject to availability, pay a single supplement. If you are traveling alone and wish to share accommodations, Silk and Stones Travel will attempt to match guests with

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roommates. However, if a roommate is not available, guests must pay the single supplement.

Cancellation: If it becomes necessary for a client to cancel a trip, the following fees will apply, computed as of the date of receipt of written cancellation notice, which can be sent by email, fax, or standard mail.

Cancellation Fee Schedule*

90-46 days prior to departure	25% of total tour cost
45 days or less	100% of land cost

*Cancellation and transfer schedules for cruises, extensions, and certain special or custom events are often more strict. These exceptions will be clearly indicated in the detailed itineraries printed separately for each of these trips.

Silk and Stones Travel reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient signup or logistical problems that may impede trip operations. The refund of all land payments received shall release Silk and Stones Travel from any further liability. A trip with insufficient signup would normally be cancelled a minimum of one month prior to departure.

Silk and Stones Travel must normally make substantial payments to its suppliers (hotels, transportation companies, etc.) far in advance of the scheduled embarkation date. IF a trip is cancelled due to *force majeure* (acts of God, war, labor strikes, earthquake or other natural disaster, etc.) Silk and Stones Travel will promptly refund the portion of the trip cost not already advanced to suppliers and use its best efforts to recover and refund the balance as promptly as possible. However, Silk and Stones Travel does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions.

Silk and Stones Travel is not responsible for expenses incurred by trip members in preparing for a cancelled trip (e.g. nonrefundable advance purchase of air tickets, visa fees, inoculations, equipment, etc.) or for any additional arrangements should the trip member have embarked prior to the scheduled group departure date.

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Limitation of Liability

These paragraphs (together with the Release of Liability section of the Application Form) define our responsibility with respect to all our trips. PLEASE READ IT CAREFULLY. Payment of your deposit represents your acceptance of the following terms and conditions:

Silk and Stones Travel gives notice that services provided in connection with its itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Silk and Stones Travel in any way. Although we endeavor to choose the best suppliers available, Silk and Stones Travel has no right to control their operations and therefore makes these travel arrangements upon the express condition that Silk and Stones Travel and its own agents and employees, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. Each of these passenger conveyance companies, tour companies, hotels, restaurants, etc. is subject to the laws of the state or country where the service is provided.

Silk and Stones Travel shall not be liable for (a) expenses such as additional hotel nights and meals not specified in the individual trip itineraries, but which may be required to get to or from a trip start or end; (b) expenses due to the delay of a trip for any reason (e.g. bad weather, trail conditions, land slides, flooding, sickness, or other contingency for which Silk and Stones Travel cannot make provisions; (c) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad; (d) bodily injury or property damage for any reason, including but not limited to acts of God, weather, quarantines, strikes, civil disturbances, theft, default, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which Silk and Stones Travel has no control. The right is reserved to substitute both trip leaders and hotels from those listed in the trip itinerary, as well as reverse the order of places to be visited and make reasonable changes in the itinerary where deemed advisable for the comfort and well being of the passengers.

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Silk and Stones Travel reserves the right to take photographic or film records of any of its trips, and may use any such records for promotional and/or commercial purposes.

Silk and Stones Travel reserves the right to decline to accept—or to restrain from further participation—any person it judges to be incapable of meeting the rigors and requirements of participating in the tour activities, or any person whose actions or deportment it judges unsuitable for group travel. A refund based on the cost of any unused land services already paid for is the limit of Silk and Stones Travel's responsibility in such a case.

Trip Member's Responsibility

Trip members have the responsibility to select a trip appropriate to their abilities and interests. In order to assist you, Silk and Stones describes each trip carefully and will discuss the trip details with you. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing for the trip by studying the itinerary and pre-departure information packets sent by Silk and Stones Travel and for bringing the appropriate clothing and equipment as advised therein.