



Exclusive United States Agents for

## **WATER BY NATURE**

### TERMS AND CONDITIONS

Rafting by its nature is an inherently dangerous sport. Although **Water by Nature** will take every precaution to ensure your safety and enjoyment, please be aware that accidents can happen. Because much of the rafting experience occurs in remote locations, access to medical care can be limited. In addition, for these same reasons, there is always the possibility of a disruption of travel plans. These Terms and Conditions limit the liability of Water by Nature, its employees, directors, agents and assignees, and define your rights and obligations. Although they have been written by a lawyer, and are completely without humor, they are important. **PLEASE READ THEM CAREFULLY.**

#### Reservations

1. To sign up for a Water by Nature trip, you can contact Water By Nature directly at the address or phone number below, or you may reserve through a travel agent. In reserving a trip with Water by Nature, whether directly or through a travel agent, you expressly acknowledge that you have read and understood these terms and conditions, and agree to them in their entirety. Water by Nature will confirm your reservation by issuing you a confirmation number, which will indicate our acceptance of your reservation.
2. In order for a reservation to be made and a confirmation number issued, a non-refundable \$350 deposit per person is required at the time any reservation is made. The balance must be paid in full at least sixty days prior to the scheduled departure of the trip. While credit cards will be accepted for deposits, the balance of the payment must be made by check. Reservations made within sixty (60) days of the scheduled departure date must be paid in full at the time the reservation is made. If you require special payment arrangements, please contact Water by Nature directly. Any special payment arrangements must be approved in writing by Water by Nature in advance.

#### Trip Alterations by Water by Nature

3. Water by Nature reserves the rights to make alterations to the trip, both before and after the time the reservation is made, and in some instances, during the trip. You will be notified of any such changes at the earliest

opportunity. If the change is significant and occurs prior to the scheduled departure date, you will have the option of accepting the change, transferring to another Water by Nature trip, or canceling the trip and receiving a full refund. In the event that you elect to transfer to another Water by Nature trip, and if there is a difference in trip prices, you will be responsible to pay any increase, and Water by Nature will refund any decrease. If you do not notify Water by Nature within five (5) days of the date of the notification of any significant change in the trip, you will have been deemed to accept the change. A change in flight time, carrier, type of aircraft, destination airport or accommodations will not constitute a significant change.

4. Sometimes, forces completely beyond the control of Water by Nature may cause changes to the trip. Water by Nature is not responsible for delays, cancellations, or alterations caused by force majeure, war, riot, civil strife, industrial disputes, terrorist activity, natural or nuclear disaster, fire, technical problems with transport, closure or congestion of airports or other ports or mode of transport (such as roads or railways), adverse weather conditions, acts of God, and other similar events beyond Water by Nature's control.
5. Water by Nature also reserves the right to cancel or offer substitute dates or alternative rivers due to the existence of weather or river conditions that might compromise the safety or well-being of our guests. Any such determination will be made at the sole discretion of Water by Nature and its guides.
6. The prices of trips are subject to change. As a condition of your reservation, you agree to pay any change in the cost of the trip that is beyond Water by Nature's control up to and including ten percent (10%) of the original price. Any increase in the cost of a trip over ten percent (10%) will be a significant change, thereby entitling you to cancel or transfer your trip as set forth in paragraph 3 above. If you accept the increase in the price of the trip, you are responsible to pay any such increase within fourteen (14) days of the notification to you of the price increase, but in no event less than ten (10) days prior to the scheduled departure date. Examples of increased costs beyond the control of Water by Nature include, but are not limited to, currency devaluation, and increased costs of third party providers such as transportation, food and accommodations.

#### **Cancellations & Refunds**

7. If you wish to cancel your trip, you must notify Water by Nature directly at the address below in writing. Cancellation dates are computed as of the date of our receipt of written cancellation notice.

8. If you must cancel your reservation, your cancellation fee and refund, if any, will be determined as follows:

No. Days Prior to Departure	Cancellation Fee per Person
Sixty-one (61) or more:	\$350 per person
Fifteen (15) to sixty (60) days:	\$350 per person any balance received (subject to paragraph 9 below)
Less than fifteen (15) days:	Trip cost, whether paid in full or not

9. If you cancel your reservation within sixty (60) days and more than fourteen (14) days of the scheduled departure date, Water by Nature will make reasonable efforts to re-sell your reservation. You expressly agree and acknowledge that Water by Nature is under no obligation to re-sell your reservation, and that this is undertaken only as a courtesy to you. You may also request that Water by Nature transfer your reservation to another. However, neither Water by Nature nor its agents, are under any obligation to contact the transferee themselves, or accept the proposed transfer of the reservation. If Water by Nature accepts a reservation from any proposed transferee, you as the original reserver shall remain responsible for any and all payments due. However, in no circumstances will Water by Nature accept more than the trips cost in payment, and will refund any overpayment.
10. No refund, partial or otherwise, will be paid for late arrivals or early departures from any trip. Further, no refunds will be given for any unused trip arrangements, sightseeing, etc. for any reason whatsoever.
11. Exceptions to the cancellation and refund policy cannot be made for any reason, including weather or personal emergencies. Participants are strongly encouraged to purchase short-term travel insurance to cover trip cancellation for medical reasons, trip delay, medical expenses, accidental death, lost baggage and medical evacuation.
12. Water by Nature reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-up or logistical problems which may impede trip operations. The refund of payments made shall release Water by Nature and its agents from any further liability.
13. Raft trips require a minimum number of participants to run as scheduled. If this number is not met prior to the scheduled trip departure date, participants who have reserved and paid for spots of the trip will be given the option of waiting to see if the minimum number is met, transferring, or canceling and receiving a full refund.
14. Water by Nature must normally make substantial payments to its suppliers far in advance of the scheduled departure date. If a trip is canceled due to force

majeure (acts of God, war, labor strikes, earthquake, flooding, etc.), Water by Nature shall promptly refund the portion of the trip cost not advanced to suppliers and use its best efforts to recover and refund the balance as promptly as possible. However, Water by Nature and its agents do not guarantee recovery of any or all of the advance payments made, and our use of the best efforts to recover these payments will not include the institution of any legal proceeding in foreign jurisdictions.

15. Sometimes, forces completely beyond Water by Nature's control may cause cancellation of the trip, such as those set forth in paragraph 4. In the event that a trip is cancelled for any reason beyond the control of Water by Nature during that trip, such as those set forth in paragraph 4, unfortunately no refunds or other compensation will be paid or offered by Water by Nature.
16. Water by Nature is not responsible for expenses incurred by trip members in preparing for a cancelled trip (e.g., non-refundable advance purchase air tickets, visa fees, equipment, etc.) or for any additional arrangements should the trip member have embarked prior to the scheduled group departure date.

#### **Safety**

17. Water by Nature takes every precaution to ensure the safety of all participants. By undertaking a trip with Water by Nature, you are expressly assuming the risk of any injury, including death. To help minimize the risks to all involved, you are required to follow all instructions of Water by Nature employees and agents. Failure to follow any instruction or recommendations is at your own risk. Water by Nature, its employees and agents, cannot be held responsible to any injury caused to you, or by you to others resulting from your failure to follow any instructions or recommendation. If you cause any increase in risk, or threaten the safety and enjoyment of others on the trip, including by and through any failure to follow instructions or recommendations of any Water by Nature employee or agent, Water by Nature reserves the right to take all reasonable steps to ensure the safety of the other participants, up to and including, immediate termination of your participation in the trip. If such an action is taken, you will be responsible for paying any necessary charges resulting from any termination, including evacuation and increased personnel and guide costs incurred. Further, you agree to indemnify, defend and hold Water by Nature harmless for any claim made in connection with any increase in risk or threat to the safety and enjoyment of others to which you contributed in any way, including but not limited to any action or inaction by you, or your failure to follow the instruction or recommendation of any Water by Nature employee or agent.
18. The activities you will be engaged in do require a reasonable level of physical fitness and agility, and in some instances an ability to swim. Water by Nature

reserves the right to reject your reservation if your physical condition poses a potential threat to the safety of yourself or other participants. If you are unsure of your ability to participate, you should contact Water by Nature, and/or speak with your physician. If you have already reserved at rip and are subsequently unable to participate because of your physical condition, any change or cancellation to your trip is subject to the provision otherwise detailed herein. Your failure to clear your ability to participate in the trip with Water by nature, as detailed herein, and our subsequent determination that your condition poses a significant safety risk, shall not constitute a "significant change" as set forth in paragraph 3. If you require medication, you should ensure you take enough with you to last the trip. Any medications you take with you are your responsibility.

#### **Limitation of Liability**

19. These terms and conditions, together with the Release of Liability which is part of the application form, define our responsibility with respect to all our trips. PLEASE READ THEM CAREFULLY. Payment of your deposit represents your understanding, acknowledgement and acceptance of these terms and conditions, including those outlined in this section.
20. Water by Nature gives notice that the services it provides in connection with its itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Water by Nature in any way. Although it endeavors to choose the best suppliers available, Water by nature has no right to control their operations and therefore makes these travel arrangements upon the express condition that Water by Nature 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 of 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.
21. Please be advised that California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, or foreign travel when the foreign "providers of transportation or travel services" are not registered Sellers of travel in California or contributors to the Travel Consumer Restitution Fund. Since none of Water by Nature's foreign travel providers are in compliance with the California Seller of Travel Law, none of Water by Nature's trips qualify for coverage by the fund, and we are required by law to advise you that you would not be eligible to make any claim from that

fund in the unlikely event of any default by Water by Nature or any of our foreign suppliers.

22. Water by Nature shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the trip itinerary that may be required either en route, prior to, or following a trip, when caused by individual client's travel arrangements, by airline scheduling changes, canceled flights, missed flight connections, or by other factors not under Water by Nature's control; (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip or in shipping purchases or other goods home from abroad; (c) bodily injury or property damage for any reason, including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations terrorism, war or failure of conveyance to arrive or depart as scheduled, etc. over which Water by Nature has no control.
23. Water by Nature reserved 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 activities, or any person whose actions or deportment impede trip operations or the rights, welfare or enjoyment of other trip members and personnel. A refund based upon the cost of unused services shall be the limit of Water by Nature's responsibility in such a case.

#### **Trip Member's Responsibility**

24. In addition to the terms and conditions set forth above, trip members are responsible to select a trip that suits their abilities, levels of fitness and state of health. Trip members are also responsible for preparing for the trip and bringing the appropriate clothing, gear and equipment, respecting the laws and customs of the countries and regions visited; following environmental guidelines and regulations while on the trip in accordance with leader direction; and respecting the rights and privacy of other trip members. Water by Nature reserves the right to refuse service to anyone at any time prior to or during a trip if, in Water by Nature's opinion and at its sole discretion, an individual's behavior or physical condition are not compatible with the general enjoyment and well-being of other trip members.

#### **Governing Law and Severability of Contract**

25. These Terms and Conditions, and any other contract to which these terms and conditions apply, shall be governed by and interpreted in accordance with the laws of the United Kingdom. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the United Kingdom and judgment upon the award rendered by the arbitrator(s) may be entered in any court

having jurisdiction. Any such arbitration hearing shall include a written transcript of the proceedings and a written explanation for any final determination.

26. If any portion of these Terms and Conditions is determined by a Court to be unenforceable, the remainder of the Terms and Conditions shall be unaffected and shall continue in full force and effect.

**Contact Information**

Water by Nature USA

1843 S. Carr Street,

Lakewood,

Colorado 80232

UNITED STATES OF AMERICA

Tel/Fax (Toll Free in USA) +1 866 424 8433

Tel +1 303 521 4271

usa@waterbynature.com

[www.waterbynature.com](http://www.waterbynature.com)

**RELEASE OF LIABILITY AND ASSUMATION OF ALL RISKS**  
PLEASE READ CAREFULLY. THIS IS A LEGALLY ENFORCEABLE WAIVER OF  
RIGHTS.

**ASSUMPTION OF RISKS**

I, \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in the trip designated on this application, or to a trip to which I may subsequently transfer. I am voluntarily participating in the trip with knowledge that the travel to and in 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, river/water conditions, hotels, vehicles, boats or other means of conveyance with are not operated or maintained to standards common in the United States, high altitudes, accident or illness without access to means of rapid evacuation or availability of medical supplies, the adequacy of medical treatment 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 Water by Nature or others. I acknowledge that the enjoyment and excitement of rafting, and adventure travel in general, 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 ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.

**RELEASE**

I acknowledge that the cost of all Water by Nature trips has been based upon Trip Participants executing this *Release of Liability and Assumption of Risks*.

Therefore, as lawful consideration for being permitted to participate in such trip(s), I hereby RELEASE AND DISCHARGE WATER BY NATURE AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon myself, all minors under that 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 Water by Nature from any and all liabilities to the maximum extent permitted by law.



I understand that all applications are subject to acceptance by Water by Nature, and upon acceptance shall be deemed to have been entered into and to be performed in London, United Kingdom. In the unlikely event that a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by a binding arbitration through the United Kingdom courts of England; (b) the dispute will be governed by British law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the cost of my trip as paid to Water by Nature.

I acknowledge that I have been advised that California has a travel Consumer Restitution Fund, and that my trip is not covered by this fund because the foreign providers of transportation and travel services utilized for this trip are not registered as Sellers of Travel in California. You understand that this means I am not eligible to make any claim against that fund and verify this statement BY PLACING MY INITIALS HERE: \_\_\_\_\_.

I agree that if any portion of this agreement is found unenforceable or void, the remaining portions shall remain in full force and effect.

#### **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 separate "Terms and Conditions" which accompanied the trip and company descriptions packet, especially noting those regarding cancellations and refunds, limitation of liability, and responsibility borne by trip participants. I understand that this is a legally binding and enforceable contract and sign it of my own free will.

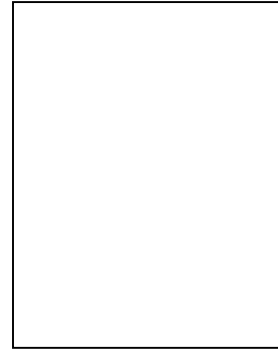
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Applicant: \_\_\_\_\_.

(Parent or Guardian must sign if applicant is under 21 years of age.)



# Water By Nature. Rafting Booking Form.



Passport Size Photo

Full Name:

Home Address:

E mail:  
Home Phone Number:  
Next of Kin:

Mobile Phone:  
Business Phone:

Contact Phone:

River/Destination:

Trip Dates:

Date Of Birth:

Sex:

Nationality:

Passport Number:

Date of Issue:  
Date of Expiry:

Do you have Travelers Insurance that covers you for medical evacuation and repatriation?

Yes No (if yes, please fill out necessary information below)

Insurance Details:

Where or from whom did you find out about your trip:

Dietary Preference: (Please tick) Lentil Eating Hippie:

Cannibal:

Special Diet or Food Allergies: (Please Specify)

Medical Problems: (Asthma, Diabetes, Pregnancy, Drug allergies, Epilepsy, Other-please state)

Booking Options: River only:

Flights and river trip:

T shirt Size:

I have read and understood all the terms and conditions and even though it is written in legal mumbo jumbo, I accept that *Water By Nature* or any of its directors can not be held responsible for cancellation of trips due to water level ,acts of God, strikes, or general Third World chaos!

Signature:

Date: