



Our return policy, Adventure Waivers, terms and conditions, privacy policy for your reading pleasure.

RELEASE AND ASSUMPTION OF RISK

I acknowledge that I intend to undertake an organized activity with Soul2Summit, LLC. ("Soul2Summit" and that in order to do this I will need to involve myself in related aspects of such activity including, but not limited to special travel, risks of various kinds and degrees, differing living conditions and foods, a variety of interpersonal interaction and close-quarter conditions, varying types of medical risks, hazards, availability of medical care and support, and differing weather conditions and altitudes and any risks that may come of such. In consideration of, and as payment for, the right to participate in such activities, services or food arranged for me by Soul2Summit I have and hereby assume all the associated risks and conditions involved with such activities and shall hold Soul2Summit, its officers, agents, and employees harmless from any and all liability, actions, causes of action, debts, claims and demand of any kind and nature whatsoever which I now have or which may arise out of or in connection with my adventure or participation in any other activities arranged for me by Soul2Summit. The terms hereof shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family, including any minors accompanying me. The limitations and exclusions of liability set out in this Contract apply to the maximum extent permitted by applicable law and survive termination of the Contract for whatever reason. This Release and Assumption of Risk is meant to compliment the Assumption of Risk Provision Found in Section 13, Terms and Conditions, and any additional Assumption of Risk waivers I may have to sign based on my specific travel program.



CLIENT AGREEMENT

- The adventure leader(s) is responsible for the general equipment and logistics of the adventure including, but not limited to, the choice of team support, routes, camps, and any change of activities. During the adventure, the leader may assist clients on certain aspects of the adventure/activity, or may delegate such provision of assistance to staff members, agents or servants, or third-party support. The leader, assistant, or any other adventure personnel as identified herein will demonstrate reasonable procedures and/or safety information required for the adventure or activity. The Client is expected to fully understand these instructions and procedures and comply with them at all times during the adventure or activity. It is the Client's responsibility to immediately notify the adventure leader and/or those support staff identified herein if they do not fully understand any and all instructions and procedures that have been explained to them by adventure personnel.
- The adventure leader(s), assistants and/or third-party support shall not be responsible for carrying any personal equipment of the Client except where specified in the general instructions provided for your Adventure. In the instance that the Client willfully hands over and/or is incapable of carrying their personal equipment, the adventure leader(s), assistants and/or third-party support are not responsible or liable for any of the Client's personal equipment.



- The Client understands that they may have to deal with hostile environments including, but not limited to, changes in temperature, weather, terrain, government action or culture. Dangers and medical problems may occur which are linked with the risks associated with the Client's adventure. This environment and living closely in a small group may generate stress problems for the Client. Soul2Summit shall not be held liable or responsible for any instances laid out in the foregoing paragraph.
- The team leader or any person as so delegated by the team leader to do so may in the interest of safety request the participants to stop any activity, or in such circumstances as required, terminate the entirety of the adventure at any time during said adventure.
- The Client has filled in all relevant forms and documents truthfully and agrees to the Release and Assumption of Risk.
- You have read all the information supplied to you including the Terms and Conditions and have accepted them without qualification.
- Applicant shall be responsible for making all travel arrangements to and from the originating city, i.e. they shall be solely responsible for all costs, bookings and other transportation related arrangements to and from the city or location from which the adventure begins. Alternatively, if the Applicant wishes Soul2Summit to make such arrangements, they should notify Soul2Summit of the request in writing via email. Soul2Summit's receipt of such notification shall not create an obligation of Soul2Summit to comply with the request, and Soul2Summit shall bear no costs (damage or otherwise) associated with either arranging travel that is not within the scope and costs of the advertised adventure, or the rejection of the applicant's request.



- The Client gives Soul2Summit permission to use any photographs or video footage taken during the adventure in their marketing materials.

TERMS AND CONDITIONS

These are the terms and conditions which will apply to your booking. By booking an adventure you agree to be bound to all terms and conditions. Your signature below confirms that you have read and agree to the Terms and Conditions on this form, and that you understand that these terms apply to all in your party (if multiple names appear on the attached invoice).



GENERAL STATEMENT

All persons who intend to make a booking, have sent in an application or deposit, have paid for a booking in any amount (partial or full), and/or will or have begun or completed an adventure with Soul2Summit, LLC ("Soul2Summit") have carefully read and understand the Terms and Conditions that follow and all other Contract Documents. By making a booking by telephone, or on the website www.soul2summit.com, or by email, or facsimile with Soul2Summit or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person with disabilities to be bound by these Terms and Conditions and Contract Documents. No persons shall be deemed to have booked an adventure and Soul2Summit shall not assume any obligations and/or liability until timely receipt of the Applicant's properly completed and executed Application Documents, and the deposit (together with the Pre-departure Form, Medical Release, Adventure Waiver, Payment Invoice, "Contract Documents"). Prior to a proper and timely booking, Soul2Summit reserves the right to increase or decrease any and all prices. Soul2Summit, its affiliates, agents and representatives reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereinafter referred to as the "Client". All bookings are made with Soul2Summit, however Soul2Summit may utilize the service of agents, affiliates and/or third-party suppliers for various services provided for or associated with your adventure. These Terms and Conditions together with the Contract Documents shall constitute the entire agreement between Soul2Summit and the Client relating to the subject matter herein, and shall constitute a binding agreement. There are no verbal or written; representation(s), warranties, collateral agreement(s), prior agreement(s), description of services, or conditions, other than as expressed herein. The service to be provided is/are the adventure(s) referred to in the booking confirmation.



CONDITIONS OF CARRIAGE

Carriage by road, air or by sea is subject to the individual carriers conditions. Soul2Summit's liability for death, and/or personal injury, and/or loss of and/or damage to luggage may be limited by the conditions in this agreement, international conventions, treaties, or any applicable law including the Athens, Warsaw or Montreal Conventions

MEDICAL

Clients and their medical practitioner(s) are obligated to review, complete, sign and return to Soul2Summit the Medical Information and Release Form as outlined in the Contract Documents. In addition, Clients are asked to review their Medical Information and Release Form as it relates to their adventure. Any questions, comments or decisions related to the Client's physical or mental suitability for an adventure shall take place between the Client and their medical practitioner. The Client must complete the medical form honestly, accurately and disclose all medical history and information. Soul2Summit will review the information submitted, and keep the information in accordance with the privacy policy as outlined in Medical Information Form. Soul2Summit reserves the right to challenge any information submitted, ask for further information or clarity on certain points, or reasonably reject or rescind a client's booking based on the medical information presented to Soul2Summit. In the event the Client has made a booking with Soul2Summit and subsequently is unable to complete the required medical form for any reason by the dates specified in the Contract Documents and/or Payment Invoice, Soul2Summit reserves the right to treat the booking as cancelled, and applicable cancellation penalties apply.



The Client acknowledges and understands that their adventure may be to a destination that is remote, isolated, and far removed from medical care facilities. Medical facilities vary from country to country and Soul2Summit makes no representations and gives no warranties in relation to the standard of such treatment. The Client agrees and acknowledges the risks, dangers, and limited availability or lack of any medical care associated with such travel and, together with all limitations of liability found in this document and the Contract Documents including those found in Medical Information and Release Form, absolve Soul2Summit of any liability of such risks, dangers and failure to provide medical care.

The Client understands the honest completion of the Medical Information and Release Form will assist all concerned in an emergency situation. In the event there is a dispute between Soul2Summit and the Client in regard to the Client's physical or mental suitability for an adventure, the matter will be referred to a medical professional at the Client's expense.

Soul2Summit must be notified in writing at the time of booking of any medical conditions, pregnancy, physically or mentally challenged conditions or disabilities which may affect fitness to travel. Soul2Summit shall not be held liable for the Client's failure to notify Soul2Summit of any such conditions, and the Client assumes all risk for failure to disclose all aforementioned medical conditions. The Client's failure to notify Soul2Summit of such conditions may result in the client being refused travel, in the case, that results in cancellation, 100% of the cancellation fees are the responsibility of the Client. Some adventures may be unsuitable for Clients due to age, mobility, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. Soul2Summit may refuse to carry pregnant women over 24 weeks or Clients with certain mental or physical conditions.



Soul2Summit is not required to provide any special facilities unless it has been agreed to do so in writing. Soul2Summit will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Soul2Summit is not liable for failing to provide these requests.

CURRENCY

Soul2Summit sells its adventures in United States Dollars (USD).

BOOKING DEPOSIT

At time of booking a non-refundable deposit is required per person per adventure as indicated on your Payment Invoice. The following are Soul2Summit's booking deposit schedules:

- Bookings more than 180 days prior to departure shall require a deposit as indicated by the Payment Invoice.
- Bookings more than 60 days but less than 180 days prior to departure shall require a deposit, plus first payment as indicated by the Payment Invoice.
- Bookings less than 60 days prior to departure shall require full payment as indicated by the Payment Invoice.

The non-refundable deposit should be sent to Soul2Summit. Some adventures may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, Soul2Summit will notify the Client of this requirement at the time of booking and detailed on the Payment Invoice.



FINAL PAYMENT AND ACCEPTANCE OF BOOKING

Final Payment: Acceptance of the Client's booking shall be confirmed in writing by Soul2Summit. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the adventure is 60 days. If full payment is not received by the due date, then rates and adventure space cannot be guaranteed and Soul2Summit has a right to cancel your adventure and keep any and all Client deposits. If a booking is made 90 days or less before the departure date of the first service booked, then the full payment amount is payable at the time of application and booking; failure to remit the full amount shall deem the adventure voidable by Soul2Summit as it was not properly booked by the Client.

Client Details: In order for Soul2Summit to confirm and guarantee the Client's travel arrangements, the Client must provide all Client details with their final invoice payment as per the dates specified in the Contract Documents. If the Client does not provide all details 60 days or more before departure a fee of \$250 USD will be charged to the Client. In the event where client details have not been received by Soul2Summit 45 days prior to the Client's adventure departure, Soul2Summit reserves the right to treat the adventure as cancelled and the participant acknowledges that their spot on the adventure will be forfeited, and full penalties will apply. Client detail requirements may vary by adventure.



Traveling with Children: The minimum age for Clients traveling on an adventure is based on the adventure chosen. An adult over the age of 21 must accompany every 2 children under the age of 18. All inquiries with respect to children are subject to review and approval by Soul2Summit, which maintains and reserves the right to restrict the number of travelers under the age of 18 on adventures. If the adult accompanying the child is not the child's parent, then a "Parental Consent Guardianship Form" must be signed by the parent or legal guardian and received by Soul2Summit prior to departure.

- 6 Credit Card Charges: Soul2Summit shall not be responsible for any charges applied to credit card transactions and shall not refund or return any fees by third parties as incurred during the transaction of the adventure cost.

CANCELLATION / TERMINATION OF ADVENTURE BY THE CLIENT

General Cancellation- The cancellation charges are expressed hereafter as a percentage of the total adventure price, excluding insurance:

- Cancellation 90 days or more before departure: Loss of deposit, which minimum value shall be no less than \$500.00 USD, but can vary based on adventure as specified in the adventure documentation or Soul2Summit website.
- Cancellation 61- 90 days prior to departure: 25% of Adventure Cost as listed on website
- Cancellation 31-60 days prior to departure: 50% of Adventure Cost as listed on website



- Cancellation 30 days or less prior to departure: No Refund
- Cancellation at or after trip departure: No Refund
- Custom adventures may vary in cancellation policy from those described herein, and will be detailed at time of booking.

CANCELLATION / TERMINATION OF ADVENTURE BY Soul2Summit

Soul2Summit reserves the right to cancel any adventure for any reason, but will not cancel an adventure less than 60 days before departure except for force majeure as outlined in Section 17, for local permitting issues or any other reasonable concern. When an adventure is cancelled by Soul2Summit, the Client may choose between a full refund of all monies paid, or, if offered in the sole discretion and option of Soul2Summit, any alternative adventure offered by Soul2Summit at no extra cost to the Client save for any local payments required as outlined in the final Contract Documents for the alternative adventure and/or any other literature or itinerary received by the Client from Soul2Summit.

Soul2Summit is not responsible for any direct, incidental, consequential damages, expenses or losses that the Client may have incurred as a result of the booking including, but not limited to, visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment and opportunity. If the alternative adventure chosen is of a lower value than that originally booked, then the Client is entitled to a refund of the price difference. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price. Where a significant element of the adventure cannot be provided, Soul2Summit will make suitable alternative arrangements for the continuation of the adventure. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, Soul2Summit will provide the Client a refund of unused adventure portions.



UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, including the Client's voluntary or involuntary termination/departure from adventure, which includes but is not limited to sickness, death of a family member etc, late arrival on the adventure, or premature departure either voluntarily or involuntarily.

PRICES AND SURCHARGES

No price increases will be made to a booking 30 days or less before departure. Soul2Summit reserves the right to impose surcharges (price increases) up to 30 days before departure due to unfavorable changes in exchange rates, increases in air fares or other transportation/fuel costs, increases in local operator costs, taxes, or if government action should require us to do so. Soul2Summit will absorb 15% of any such surcharge. If the surcharge/price increase is for more than 15% then the remainder will be charged. If any surcharge results in an increase of more than 30% of the adventure cost, excluding insurance premiums, the Client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund of all monies paid to Soul2Summit (excluding Adventure Cancellation Insurance Premiums and/or flights). All cancellation requests shall be received in writing via email with a reply from Soul2Summit.

BROCHURE AND WEBSITE VALIDITY / WARRANTY OF STATEMENTS

The prices in this brochure and website are based on the rates and costs in effect at time of the printing the brochure or posting on the website. Soul2Summit reserves the right to alter any and all prices.



CHANGES

Changes made by Soul2Summit: While Soul2Summit will endeavor to operate all adventures as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by Soul2Summit. If Soul2Summit makes a major change, Soul2Summit will inform the Client as soon as reasonably possible if there is sufficient time before departure. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid to Soul2Summit (excluding Trip Cancellation Insurance Premiums and/or flights) or accepting any alternative adventure offered by Soul2Summit. The definition of a major change is deemed to be a change affecting at least one in three full adventure days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on adventure as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Trip Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

b. Transfer to another departure (by Client): A transfer from one adventure to another can only be made more than 90 days before departure date and only if approved in writing by Soul2Summit. If such a request is accepted by Soul2Summit, Soul2Summit reserves the right to charge up to the deposit amount of the first booked adventure. Any request to transfer received less than 90 days before departure will not normally be accepted. In this case the Client must cancel the booking and then re-book on another adventure. The Client may only transfer the booking to a departure date in the current season and may not transfer the booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply.

c. Transfer of name: If the Client is prevented from traveling on the adventure booked by circumstances such as those which would permit a claim on a standard cancellation insurance policy, the booking may be transferred to another person, provided they meet all the requirements relating to that adventure and have read, understood and agree to the Terms and Conditions of this contract. More than 90 days before departure, up to the deposit amount of the adventure will apply. Within 90 days name transfers are not permitted.

d. Amendments: Any amendments to a file within 90 days of a departure will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged to the client's final balance.



ACCEPTANCE OF RISK

I understand traveling with Soul2Summit, LLC may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, among other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on a conventional trip or holiday. I have read and understood the Soul2Summit, LLC information literature and documents for this adventure I am undertaking and have provided details of any pre-existing medical conditions I may have to Soul2Summit, LLC representatives. I accept these risks and obligations and I fully assume the risks of travel. I fully and forever release and discharge Soul2Summit, LLC. and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releasees") from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by me in connection with or in any way relating to this trip, due to any cause or reason whatsoever including, without limitation, the reckless, willful or negligent actions or omissions of the Releasees or any other person or persons. Optional Activities: I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand Soul2Summit, LLC makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand Soul2Summit, LLC is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities.



AUTHORITY ON ADVENTURE

By booking with Soul2Summit, the Client agrees to abide by the authority of the adventure leader or Soul2Summit representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the adventure, the Client must advise Soul2Summit at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the adventure or, if in the opinion of the adventure leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others Soul2Summit may terminate that Client's travel arrangements without any liability on Soul2Summit's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

GUARANTEED DEPARTURES

Soul2Summit guarantees selected departures at their sole discretion. This guarantee of departure is subject to force majeure situations, and Soul2Summit reserves the right to remove the guaranteed designation at anytime due to circumstances beyond reasonable control. Soul2Summit will not be held accountable for any indirect cost resulting to the client for this action.

TRAVEL DOCUMENTS

The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the adventure, (passport must be valid 6 months past the return date), all visas, permits, and certificates including vaccination certificates, insurance policies required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the adventure and is solely responsible for any adverse consequences resulting from missing or defective documentation.



Any information or advice given by Soul2Summit regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and Soul2Summit is not responsible for any errors or omissions as to the information provided.

To expedite the issuing of Soul2Summit documents please note that all adventure related travel documents such as vouchers, itineraries and invoices will be sent via email once full payment has been received by Soul2Summit. Soul2Summit reserves the right to impose a fee for those Clients who wish to receive paper documents.

FORCE MAJEURE

Soul2Summit shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Soul2Summit's failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by a Force Majeure Event. Force Majeure Event's are defined as one whose occurrence was not reasonably foreseeable at the time of entering into this Contract and which is beyond a party's reasonable control. Such events include but are not limited to, an Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, whether or not Soul2Summit is a party thereto, interference by authorities, political disturbance, howsoever and wheresoever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Soul2Summit.



INSURANCE

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of \$200,000 USD while travelling with Soul2Summit and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. Clients must be able to provide proof of their insurance purchase and adequate coverage as per the required amounts above if requested by the Trip Leader or Soul2Summit Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. Soul2Summit shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen, are not subject to reimbursement by Soul2Summit. Losses due to ordinary wear and tear or Force Majeure events are not reimbursable. Soul2Summit does not accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Soul2Summit including, but not limited to, hotels, pensions, campsites, homestays, vessels, expedition vehicles, or any other mode of transportation. When the Client has obtained travel insurance through Soul2Summit, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by Soul2Summit. Where the Client has declined to purchase insurance through Soul2Summit, the Client acknowledges that the cost of the adventure does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance from a source other than Soul2Summit the Client must ensure the insurer is aware of the type of travel to be undertaken.



STANDARDS ON ADVENTURE

The Client acknowledges the quality of the products and services, including accommodations, transport and all other services related to the adventure that are organized by Soul2Summit or its representatives are likely to be different in standard to what the Client may reasonably expect at home. Further, the Client understands, appreciates and accepts any variance in quality or level of service as a part of the adventure travel experience. All arrangements made by Soul2Summit are done so with best of intentions to match any description provided, however, the Client reasonably allows for local conditions to influence products and services.

RESPONSIBILITY FOR YOUR ADVENTURE

All services herein are organized by Soul2Summit. Notice is hereby given that all arrangements made on behalf of the Client are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any Soul2Summit and/or persons engaged in carrying out the arrangements. Soul2Summit acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveler, acts of God, detention, delays or expenses arising from quarantine, strike, riots, theft, Force majeure events, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation.



The Client acknowledges that the quality of the products organized by Soul2Summit including accommodations and all other services related to the adventure which are organized by Soul2Summit, are not within the control of Soul2Summit and that in any event the quality of such products may be compromised by local conditions. Accordingly, the Client hereby releases Soul2Summit from all claims and causes of action arising from any damage, loss of enjoyment, inconvenience, or injuries related to the quality of such products. The information contained on Soul2Summit's website and related marketing materials is correct to the best of Soul2Summit's knowledge and Soul2Summit accepts no liability for any inaccuracies contained herein. Soul2Summit reserves the right to alter any itinerary in progress or service at any time without penalty to Soul2Summit. Any additional expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any customer at the discretion of the organizer. Payment of deposit is taken as acknowledgement and agreement to these terms and conditions.

DISCOUNTS

All discounts and reduced pricing are applied at Soul2Summit's discretion.

CLAIMS AND COMPLAINTS

If a Client has a complaint against Soul2Summit, the Client must first inform the Adventure Leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, the Client must contact a Soul2Summit representative while on an adventure in order to ensure that Soul2Summit is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction while on the adventure may bar or reduce the Client's ability to claim compensation from Soul2Summit. If satisfaction is still not reached through these means on an Adventure, then any further complaint must be put in writing to Soul2Summit via email to info@Soul2Summit.com no later than three days after the final day of the Client's adventure. Soul2Summit will not accept any liability for claims received after this period. It is the responsibility of the client to be familiar with and follow Soul2Summit's claims and complaints process.



SUPPLIERS CONDITIONS

Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and the Client will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Soul2Summit's liability will be limited to and shall not exceed that of its suppliers. The Client is precluded from making a double recovery by making the same claims and seeking the same recovery against Soul2Summit and its suppliers.

LOCAL CONDITIONS

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in her or his daily lives. By booking travel with Soul2Summit, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

OPTIONAL EXTRAS

Optional extras do not form part of the adventure or contract. It is understood and accepted by the Client that any assistance given by the Adventure Leader or representative in arranging optional extras does not impose liabilities of any kind on Soul2Summit. Accordingly, the Client hereby releases Soul2Summit from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Optional extras include, as example, but are not limited to, rafting, horseback riding, sightseeing flights and other extras that are not included in the adventure price.



SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon Soul2Summit and the Client and their respective heirs, legal personal representatives, successors and assigns.

ERRORS AND OMISSIONS

Although Soul2Summit has made a concerted attempt to verify the accuracy of statements made herein, Soul2Summit cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in their brochure, travel documents, or on the website.

PRIVACY POLICY

Soul2Summit will provide personal information to suppliers and carriers to enable the operation of the services requested. Soul2Summit will do all reasonably possible in endeavoring to protect personal information.

FINANCIAL SECURITY

To ensure adventure arrangements are fully protected, all monies received as payment for adventures booked with Soul2Summit will be deposited in a Trust Account with Bank of America. The Soul2Summit, LLC Trust Account is bound by banking regulations and independently audited. Money is held in Trust until the adventure is completed or the services comprising the adventure have been paid for by Soul2Summit.

**APPLICABLE LAW AND CHOICE OF FORUM**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to applicable conflict of law provisions.

UPDATING OF TERMS AND CONDITIONS

Soul2Summit reserves the right to update and amend these terms and conditions at anytime. It is the responsibility of the Client to keep updated with any changes. The current version of terms and conditions will always be found on the website www.Soul2Summit.com and will be the terms referred to in any dispute.

Soul2Summit will provide personal information to suppliers and carriers to enable the operation of the services requested. Soul2Summit will do all reasonably possible in endeavoring to protect personal information.

NAME

DATE

SIGNATURE