



# INCA RUNNERS, LLC

## REGISTRATION FORM

### READ THIS FIRST

- *You cannot participate on an Inca Runners trip unless we have a signed registration form.*
- *If you are paying the \$500 deposit with a check, please make it payable to Inca Runners, LLC and mail it with this form.*
- *A separate, complete registration form is required for each participant. We encourage you to keep a copy for your records.*
- *Please include a photocopy of your passport.*

### THE TRIP

Name of Trip	Departure Date
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### TRAVELER INFORMATION (Please Print Clearly)

Name (as it appears on your passport)		
Street Address		
City	State	Zip
Home Phone	Cell Phone	Office Phone
Please indicate which phone number is best to contact you.		
Email		



Gender (M/F)	Birthday (MM/DD)	Age
Citizenship		
Passport #	Expiration (MM/YY)	
Medical Conditions		
Allergies		
Dietary Restrictions or Preferences		
Please describe the nature and extent of your experience running, hiking or both and the outdoor experience.		
Emergency Contact	Emergency Phone	





## INCA RUNNERS, LLC

### TERMS & CONDITIONS OF SERVICE

*Thank you for choosing us. We strongly suggest you read the terms and conditions of service section.  
The system of services and products may sometimes be different from those in your own country.*

**ABOUT THE COSTS AND CURRENCY:** Our costs are expressed in American dollars & you have voluntarily accepted & agreed the price to pay before making the reservation to avoid any setbacks for later claims.

**TRAVEL IN PERU:** Inca Runners, LLC operates in regions of standard accommodation, where transportation & services might NOT be what you normally expect. Although we take great care & diligence in providing our tourists with the best service, traveling to Peru requires flexibility, patience, a mind open to our culture, a good attitude & comprehension towards the changes that might be made without prior notice due to circumstances beyond our control (Force Majeure - see below). When booking any of the trips offered, you must agree to the changes Inca Runners may make without being liable for the following circumstances:

**FORCE MAJEURE:** This is an unusual or unforeseen event outside Inca Runners LLC's control, despite having made use of all possible ways to avoid or resolve it. This includes events such as wars or war threats, revolts, diseases, natural disasters, adverse weather conditions, fires or similar events that are out of our control. In this case Inca Runners LLC will not be liable for such events & reserves the right to modify, postpone or even cancel the tourist's travel (this being the last option of course). In case of strikes, protests, stoppage, etc, we may have to advance our departure one day or complete the journey in fewer days, modifying the itinerary. You accept & agree, at no extra cost and/or disbursement on our part. Note: In the case of the classic Inca Trail, once booked it may not be changed in any way since it is controlled by the INC (Peruvian Government Institution) that does not allow any modifications after it has been booked.

**PRICING:** Prices listed in the website and brochure are subject to change since the trip dates and prices are often published with several months in advance (sometimes we are faced with exceptional cost increases over which we have no control, but we do everything that we can to keep the prices the same as published).

**SINGLE SUPPLEMENT:** Accommodations are based on double or shared occupancy in hotels, lodges, tents, etc. A single supplement is paid by participants who specifically request single accommodations, subject to availability. If you are traveling alone and wish to share accommodations, we will try to match you with a roommate. However, if a roommate is not available, the forced single supplement will be charged, which is 60% of the regular single supplement rate.

**TRAVEL INSURANCE:** It is the client's responsibility to obtain personal travel insurance. We strongly recommend our clients to purchase travel insurance covering accidents, medical expenses and emergency repatriation, including aerial rescue or aerial ambulance, loss of effects and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client. We also recommend it covers cancellations and lost baggage. Please send us a scanned copy of your insurance policy to our email or give a copy to a trusted family member or friend.

**RISKS:** On booking one of our adventure tours, you acknowledge the risks this involves for which you fully assume these risks on doing these trips. Inca Runners LLC does not accept any liability regarding events that may occur during the journey due to tourist negligence or events escaping our control.

**RESPONSIBILITY:** Inca Runners, LLC declares it assumes no liability or obligation for accidents, damages, diseases, death, delays, injuries to other people or property. Neither does it assume responsibility for causes of force majeure, strikes, weather conditions, earthquakes, political situations, etc, that may determine cancellations, changes, delays, etc. Any expenses produced by these situations must be paid by the client. Similarly, the company is not liable for lost baggage, thefts or damages, considering that these belongings go in a place known and accepted by the customers and under their own responsibility. Inca Runners, LLC reserves the right to cancel or modify the itinerary schedule when



considering it is for the best development of services. The passengers are responsible for having the appropriate documentation, passports, visas, vaccines, vouchers, travel insurance, etc. Inca Runners LLC is not liable for any delays or expenses due to inappropriate documentation or lack of travel documents. 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 for bringing the appropriate clothing and equipment as advised therein. Trip member must at all times comply with the laws, customs, foreign exchange and drug relations of the country visited. When sending your personal data for the reservation, your passport or ID card number must be valid.

**MAKING A RESERVATION (DEPOSIT):** To confirm your reservation, please mail the registration form along with an initial non-refundable deposit of \$500 (you can use PayPal or check). Once the reservation has been confirmed, you will complete the following payment schedule:

DAYS PRIOR TO DEPARTURE	FEE
120 days prior to departure	30% of land cost
30 days prior to departure	Balance

To qualify for the student discount, you must send us a valid ISIC (International Student Identification Card); it is important that you send us a scanned copy at the time of making the reservation. Student Discount is \$200 per person per trip. Shipping costs must be covered by the customer and are not included in our tour costs.

**CANCELLATIONS & REFUNDS:** Deposits sent for reservations are NON-refundable and non-assignable.

- Inca Runners LLC must be notified of any changes or cancellations in your travel as soon as possible and you must confirm these by sending notification via e-mail. Once the cancellation notification has been received, the following cancellation fees will be applied:

DAYS PRIOR TO DEPARTURE	FEE
61 - 90 days before departure	\$400
31 - 60 before departure	50% of Land Price
0 - 30 days before departure	100% of Land Price

- Once the FINAL balance has been paid, payment will NOT be returned for cancellations.

- A letter of claim for your insurance company may also be provided prior request to us.

**CANCELLATION BY INCA RUNNERS, LLC:** Inca Runners LLC reserves the right to cancel a trip for any reason whatsoever, including insufficient sign up or logistical problems that may impede trip operations. The refund of all land payments received shall release Inca Runners LLC from any further liability. Inca Runners is not responsible for any expenses incurred in preparing for a cancelled trip.

**MEDICAL FITNESS AND AGE:** Good physical and mental health is essential to enjoy the trip. By sending the deposit, the client certifies that he/she does not have any physical or other conditions that would create a hazard for himself/herself or other travelers. Any client over the age of 65 or with preexisting medical conditions must complete a medical certificate.

**PHOTOGRAPHIC RELEASE:** Inca Runners LLC reserves the right to take photographic or video records of any of its trips. Trip members should be aware that Inca Runners, LLC may use any such photographic or video records for promotional and/or commercial purposes, or joint marketing efforts with third parties, without remuneration to the trip members.

**By signing this document, you have expressed you fully agree to our terms & conditions.** *Note: The terms & conditions are subject to changes without previous notice.* Thanks again for preferring us, & have a nice trip!

\_\_\_\_\_  
Signature of Traveler

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Printed Name of Parent/Guardian  
(if Traveler is under the age of 18)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# INCA RUNNERS, LLC

## RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

*By advancing deposit to Inca Runners, LLC, the depositor therefore agrees to be bound by the below terms and conditions.*

**1. TRIP AND ASSOCIATED RISKS:** I have chosen to participate in the above referenced trip (hereinafter referred to as "the Trip"), which is organized by INCA RUNNERS, LLC. I understand that: The Trip involves activities that are inherently hazardous, I am aware that adventure travel to remote areas involves risks and dangers including but not limited to: the hazards of traveling in mountainous terrain, high altitudes, travel by raft, boat, plane, automobile, horseback or by other means of conveyance, and on foot; the forces of nature; civil unrest; terrorism; accidents or illness without access to means of evacuation or the availability of medical supplies; the negligence (but not willful or fraudulent) on the part of INCA RUNNERS, LLC, or factors known or unknown. I am also aware that medical services or facilities may not be readily available or accessible during some of the time that I am participating in the trip. I hereby accept and assume full responsibility for any and all risk of illness, injury or death. Also:

- During the Trip, I may be exposed to dangers and hazards, including equipment failures and negligence by others;
- As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and that my property may also be damaged;
- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during the Trip and,
- INCA RUNNERS, LLC assumes no responsibility for providing medical care during the Trip, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Trip, I agree to the terms contained in this document.
- INCA RUNNERS, LLC, its employees, shareholders, subsidiaries, affiliates, officers, directors and successors (collectively Inca Runners) doesn't own or operate any

entity that provides or is to provide, goods or services for your trip including lodging, facilities, yacht and other transportation companies, food service providers, equipment suppliers, local ground handlers, naturalist and certain guides, etc. As a result, INCA RUNNERS, LLC is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.

**2. ASSUMPTION OF THE RISKS:** I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Trip-including any risks caused by the negligence of INCA RUNNERS, LLC, its employees and officers, its contractors, and other trip participants.

**3. RELEASE OF LIABILITY:** I hereby RELEASE INCA RUNNERS, LLC, its employees, officers, directors, vendors and contractors ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Trip or in any way related to the Trip. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that the Republic of Peru law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that might occur on the Trip.

**4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE:**

I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS



AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Trip. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**5. OTHER FORMS & TERMS:** I have carefully read the terms and conditions of service of the trip, INCA RUNNERS LLC, have familiarized myself with all of the information provided to me about the Trip and its rating. I agree to all of the conditions in the Reservation Information- including the sections about my responsibilities and about INCA RUNNERS LLC's legal limitations. I acknowledge that INCA RUNNERS, LLC, has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Trip.

**6. SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by the Republic of Peru law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

**7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES:**

This agreement is governed by and shall be construed in accordance with the laws of the Republic of Peru, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Trip shall be brought only in a city of Cuzco jurisdiction, under Peruvian laws and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I have fully informed myself of the contents of this agreement by reading it before signing it.**

No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document. If participant is a minor, signature of parent or guardian is also required: In consideration of my minor child's being permitted to participate in the Trip, I accept and agree to the full contents of this agreement. I understand that I am responsible for and I accept the responsibility for the supervision throughout the duration of the Trip of any minor traveling in my care.

I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to my minor child during the Trip or in any way related to the Trip. This includes any claim of the minor and any claim arising from the negligence of the Released Parties.

I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

\_\_\_\_\_  
Signature of Traveler

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Signature & Printed Name of Parent/Guardian  
(if Traveler is under the age of 18)

\_\_\_\_\_  
Printed Name Date