

No Limits Adventures LLC

1027 Rt. 12A
Plainfield, NH 03781

Reservation / Application Form

SECTION A - GENERAL INFORMATION

Name of Trip / Expedition / Course: _____ Date of Trip or Course: ____/____/____

SECTION B - PERSONAL INFORMATION

First Name: _____ Middle Name: _____ Last Name: _____

Date of Birth: ____/____/____ Sex: M / F Height: _____ Weight: _____

Phone Number: _____ eMail Address: _____

Address Line 1: _____

Address Line 2: _____ City: _____ State: _____ Zip: _____

Emergency Contact Information:

Name: _____ Relationship: _____ Phone Number: _____

SECTION C - TRAVEL INFORMATION (Required for Trips & Expeditions Only)

Passport Number: _____ Date of Issue: ____/____/____ Date of Expiration: ____/____/____

Place of Issue: _____ Place of Birth: _____ Citizenship: _____

I Prefer Single Occupancy (Additional Fees Will Apply)

SECTION D - MEDICAL INFORMATION - Please fill out the following section completely

Please list any major surgeries or illnesses in the last 5 years:

Please list any accidents you've had in the last 5 years:

Please list all medications that you are currently taking or will be taking during your trip/course:

Please list any allergies that you have (to medicines, food, etc.)

Do you have any back, knee, or other major joint problems? Please describe:

Are you a smoker? Y / N

Have you ever experience any difficulties at higher elevations due to a form of Altitude Related Illness? Please describe:

SECTION E - PAYMENT INFORMATION

Please Charge \$ _____ to my credit card below for my Deposit Balance Due

VISA / MASTERCARD: _____ CVV / CVC #: _____ Expiration Date: ____/____

Check enclosed for \$ _____ for my Deposit Balance Due

Check made payable to: No Limits Adventures LLC

Check our website for the specific deposit and payment amounts for your trip and occupancy preferences

SECTION F - FITNESS TRAINING PROGRAM - Please describe your exercise program, frequency, duration per session, etc.

SECTION G - MOUNTAINEERING EXPERIENCE - Please describe you previous mountaineering experience, date, elevation, conditions, etc.

SECTION H - TERMS & CONDITIONS OF SERVICE

When you book an adventure with No Limits Adventures (the “No Limits”), you are entering into a binding agreement that assumes that you understand and agree to all terms and conditions contained in this document. It is imperative that you read carefully and fully understand all aspects of these Terms and Conditions before booking. These terms and conditions govern the relationship between you and No Limits, to the total exclusion of any other terms and conditions.

BOOKING AND PAYING FOR YOUR ADVENTURE

If you are interested in participating in one of No Limits’ adventures, you may contact us by phone at (770) 881-8084 or Toll Free at (866) 492-7451 to request a Reservation / Application Form (the “Form”). You may also download the Form from our website at <http://NoLimitsAdventures.com> (follow the links to the RESERVATIONS page associated with your trip of interest). Lastly, you may write to us at No Limits Adventures 1027 Rt. 12A, Plainfield NH 03781 to request a Form. Please complete the Form and return it to us at your earliest convenience. Your returning the Form to No Limits will not create a binding obligation on our part. We will evaluate the Form in light of the adventure you wish to attend. Once we have accepted you in writing for a particular adventure and received your deposit, you have entered into a binding agreement with us.

PRICES. Our fees for a particular adventure are as quoted in US-Dollars by No Limits and are subject to change without notification. Unless otherwise described, our fees include some airfares (including all fees, surcharges and taxes) as noted in the itineraries, transfers at the destination, accommodations, certain meals and provisions, tours and cruises and any other inclusions as specified in our advertisement materials. We reserve the right to correct pricing errors at any time. Our fees do not include costs associated with international airfares, obtaining passports or entry visas; airport departure taxes, unless otherwise noted; excess baggage charges; gratuities; meals other than specified in the itinerary; beverages unless otherwise noted; activities not included in the itinerary; personal expenses such as laundry, communication charges and optional programs; and any costs and expenses caused by Force Majeure.

DEPOSITS. No Limits requires a deposit in addition to the approved Reservation / Application Form to confirm you reservation. The amount of the deposit is listed within the details of each trip on our company website and within our printed brochures. If we do not receive your deposit, No Limits has no further obligation to you.

PAYMENT. Unless otherwise agreed to in writing, the balance of the fee is due no later than ninety (90) days prior to the scheduled departure date. If we have not received your payment by that date, No Limits may treat your reservation as cancelled. To cover our expenses through that date, No Limits has the right to retain your deposit. No Limits will not send you tickets, coupons, vouchers or any other documents until we have received full payment from you. Please note that a card fee will be applied automatically to all payments by credit card: 1% for MasterCard and Visa, 3% for Diners and American Express Cards. Payments made by check, money order or wire transfer are not subject to any fees.

CANCELLATIONS. If you are not able to go on an adventure, you can notify us in writing of your intent to cancel. Cancellations are only effective upon our written acknowledgement. Cancellations made by email will not be accepted. If you do not show up at departure or as otherwise agreed upon in writing, No Limits is entitled to treat your reservation as canceled without having given us any notice. In any of the above events, cancellation charges will be applied. Cancellation charges depend on the date of your cancellation. Cancellation 91 days or more prior to the departure date will result in a \$500 fee per person. Cancellation 90 to 61 days prior to the departure date will result in a \$750 fee per person or forfeiture of full deposit, whichever is higher. Cancellation 60 to 31 days prior to program starting date will result in a fee equal to 50% of total program cost. Cancellation 30 days or less prior to program starting date or not showing up at the departure date will result in forfeiture of the full fee. Cancellation fees are intended to cover No Limits’ expenses to date and are not intended as liquidated damages.

REFUNDS. No Limits may at any time prior to departure cancel an adventure. At your option a full refund will be made or we can book you an alternative adventure. No Limits will not be responsible for costs you may have incurred in preparation for the adventure, including, but not limited to, non-refundable airfares, visa and passport fees, medical expenses, equipment purchases, etc. If we cancel any optional adventure extension which you have purchased, you will receive a refund of the amount you paid for the extension. No Limits does not give any refunds for (1) lost travel time or substitution of facilities, (2) itineraries amended after departure, (3) circumstances arising beyond No Limits' control (force majeure), necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your adventure, (4) your failure to appear for any accommodation, service, sightseeing or trip segment, or (5) if you leave the adventure after it has begun, or miss any scheduled activities, meals or accommodations.

PREPARING FOR YOUR ADVENTURE

RISKS. We want you to know that there are certain inherent risks involved in participating in the type of adventures organized by No Limits. You acknowledge that we have informed you about the particular risks involved in the adventure. You have also signed a Waiver and Release Agreement to release and hold No Limits harmless from any injuries and damages you may incur.

AGE. Unless otherwise noted, the minimum age for attending an adventure is eighteen. In submitting the Form to No Limits you warrant that you are eighteen years old at the time of departure.

YOUR MEDICAL CONDITION. It is your sole responsibility to take all appropriate medical advice prior to departure and to determine whether or not you are fit enough to go on the adventure. We may require that your doctor attest to your medical condition prior to departure. No Limits reserves the right to decline or cancel your reservation or disqualify you at any time during the adventure if we are concerned about your ability to continue safely or if, in our opinion your participation may adversely affect your or other participant's health, safety, or enjoyment of the adventure. If WE remove or DISQUALIFY you from an adventure in progress because of a medical condition, you will not be entitled to any refund and we shall have no further liability TO YOU. At our destinations hospital facilities are often unavailable and evacuation can be prolonged, difficult and expensive. No limits assumes no liability regarding medical care and associated costs. We do recommend the purchase of trip insurance that includes medical expenses and emergency evacuation costs.

YOUR PHYSICAL CONDITION. Some of our adventures are strenuous and we require that our participants be in excellent physical condition to participate. It is your responsibility to advise us in writing, at or prior to booking, of any physical, emotional or mental condition which may (a) effect your ability to fully participate in the adventure; (b) require professional attention during the trip; or (c) require the use of special equipment. If any such condition arises after the trip is booked, you must advise No Limits in writing immediately. No Limits reserves the right to decline or cancel your reservation or disqualify you at anytime during the adventure if we are concerned about your ability to continue safely or if, in our opinion your participation may adversely affect your or any other participant's health, safety, or enjoyment of the adventure. If WE remove or DISQUALIFY you from an adventure in progress because of YOUR PHYSICAL condition, you will not be entitled to any refund and we shall have no further liability TO YOU.

TRAVEL DOCUMENTS. It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international drivers licenses, or other documentation required for the trip are obtained and are in good order. It is your responsibility to meet any additional costs incurred by yourself (or by us on your behalf) as a result of any failure by you to comply with such requirements. A valid passport is required for U.S. citizens traveling on our international adventures. You will be notified if your destination requires a visa for U.S. citizens. All passports must contain sufficient blank pages for visa and immigration stamps and must be valid for six months after the completion of your trip. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their trip. No Limits is not responsible for providing non-U.S. citizens with this information or documentation.

INSURANCE. We strongly recommend that you obtain the following types of insurance:

- Trip cancellation
- Emergency medical evacuation
- Accidental death and disability

SPECIAL REQUESTS. You must advise us in writing of any special requests; e.g., diet, facility or physical handicap, when you submit the Form to No Limits. We will attempt to make reasonable accommodations.

Travel Advisories. It is your responsibility to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at www.travel.state.gov or by phone at 1.888.407.4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, you assume all risk of personal injury, death or property damage that may arise out of the events or conditions advised or warned against.

DURING THE ADVENTURE

GUIDES. We have hired knowledgeable guides to accompany you on the adventure. You must comply with the instructions of the guides at all times.

OUTFITTERS. We act as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent outfitters and contractors providing accommodations, transportation, equipment and/or other services. Each of these companies is an independent entity with its own management and is not subject to our direct control. Transportation, accommodations and other services provided by third parties are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because No Limits does not have the right to control the operations of independent Contracts and their suppliers, We CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE which may arise in connection with these services.

PUBLICITY AND ATTRIBUTION RIGHTS. No Limits reserves the right to take photographs or videos during an adventure and to use the resulting photographs or videos for commercial purposes. You grant us the right to use your image for commercial purposes. We may also quote you in our marketing materials.

MICELLANEOUS

FORCE MAJEURE. "Force Majeure" means, in relation to No Limits, any circumstances beyond our reasonable control (including, but not limited to, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorism, criminal acts, sabotage, insurrection, civil disturbance or social unrest, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences). No limits shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

LIMITATION ON LIABILITY. NOTWITHSTANDING anything herein to the contrary, No limits shall not be liable to you for any damages exceeding the fees you paid for the adventure.

GENERAL. The payment of the deposit OR any other partial payment for an adventure constitutes consent to all provisions of the conditions and general information contained in No Limits' brochures, invoices and travel documents. The terms under which you agree to participate in an adventure cannot be changed or amended except in writing signed by us. All information given in our brochures, fliers or any other material, is, to the best of our knowledge, correct at the time of going to press but we reserve the right to change same. The photographs reproduced and information provided in this brochure depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The headings used in this agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein. This agreement shall be governed by the laws of the State of New Hampshire without regard to conflicts of laws principles. Any claims against No Limits must be brought in the courts of the State of New Hampshire, Sullivan County, to the exclusion of any other county, state and country. Any action for damages, whether arising from contract, tort, or otherwise must be brought within a year from the date of departure, or else shall be irrevocably waived.

I HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS.
ACKNOWLEDGED AND AGREED:

_____ Date: _____/_____/_____
Signature

Print Name

SECTION I - WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, a resident of the State of _____, intend to go on a vacation trip or participate in a course organized by No Limits Adventures LLC (hereinafter "No Limits"), a limited liability company duly organized and existing under the laws of New Hampshire with its principal office in Plainfield, New Hampshire.

I understand that the nature of No Limits' trip or course will require excellent mental judgment and may require a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise. **I FURTHER UNDERSTAND AND HEREBY ACKNOWLEDGE THAT MY PARTICIPATION IN A NO LIMITS' TRIP INVOLVES CERTAIN HAZARDS AND DANGERS SUCH AS INJURY OR POSSIBLY DEATH AND/OR RISK OF DAMAGE TO OR LOSS OF PROPERTY.**

In consideration for and as a condition to my participation in a No Limits' trip or course and to the extent authorized by law, I individually, and on behalf of my family, heirs, executors, administrators, successors, and assigns hereby agree to release, waive, forever discharge, covenant not to sue, indemnify, defend, and hold harmless No Limits, its owners, agents, employees, officers, directors and/or all other persons or entities acting on behalf of the foregoing from any and all liability whatsoever for any and all damages, injuries (including death), losses I sustain to my person or property or both, including, but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any matter with my participation in No Limits' trip or course including risks associated with travel to and/or from such activities.

To the extent that I, individually, or my family heirs, spouse, successors, executors, administrators, assigns, or personal representative bring a claim of any kind whatsoever against No Limits, its owners, agents, employees, officers, directors and/or all other persons or entities acting on behalf of the foregoing, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of New Hampshire, the rules in regard to conflict-of-laws being excluded.

I hereby certify that I am over 18 years of age and I have carefully read this document, in particular the covenant not to sue. Further I certify, that I have had an opportunity to ask any and all questions prior to signing this document. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

This agreement does not expire.

Signature Date: _____/_____/_____

Print Name