



## TRIP APPLICATION FORM

**Important:** Each trip applicant must complete and sign this form.  
Email to us or mail the completed form with your trip deposit and a **copy of your passport page** to: Nomadic Expeditions • 57 Station Road • Cranbury, NJ 08512 • USA Tel: 1-609-860-9008

Trip Name: \_\_\_\_\_ Trip Dates: \_\_\_\_\_

**Traveler 1** (name as in passport): \_\_\_\_\_ Nickname: \_\_\_\_\_

Phone: (main) \_\_\_\_\_ Cell \_\_\_\_\_ E-mail: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration: \_\_\_\_\_ Place of Issue: \_\_\_\_\_

Birthdate (m/d/y): \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Birthplace: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Occupation: \_\_\_\_\_ Interests/Hobbies: \_\_\_\_\_

**Traveler 2** (name as in passport): \_\_\_\_\_ Nickname: \_\_\_\_\_

Phone: (main) \_\_\_\_\_ Cell \_\_\_\_\_ E-mail: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration: \_\_\_\_\_ Place of Issue: \_\_\_\_\_

Birthdate (m/d/y): \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Birthplace: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Occupation: \_\_\_\_\_ Interests/Hobbies: \_\_\_\_\_

Preferred address to receive Travel Documents:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

**ACCOMMODATIONS:** ☐ One Bed ☐ two Beds ☐ Single ☐ Single – sharing room with \_\_\_\_\_

**HEALTH INFORMATION:** If you have any question regarding your physical ability to undertake the trip you have chosen, please review the detailed itinerary and this form with your physician

<b>Traveler 1:</b> _____ Dietary restriction: _____ _____ Physical restriction: _____ _____ Allergies to medication or food: _____ _____ _____	<b>Traveler 2:</b> _____ Dietary restriction: _____ _____ Physical restriction: _____ _____ Allergies to medication or food: _____ _____ _____
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**EMERGENCY CONTACTS:** Name, address and phone number of your **PHYSICIAN** to contact in case of emergency:

Name: \_\_\_\_\_ Phone: (w) \_\_\_\_\_ (cell) \_\_\_\_\_

Name, address, phone number and relationship of a person who is **not** traveling with you, who we should contact in case of emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: (h) \_\_\_\_\_ (cell) \_\_\_\_\_

Have you traveled with Nomadic Expeditions previously? ☐ Yes ☐ No

How did you find out about Nomadic Expeditions? \_\_\_\_\_

## I. GENERAL TERMS AND CONDITIONS

Each trip applicant on his or her own behalf and on behalf of each of his or her family members, by signing on page 4, acknowledges, represents and agrees to the following terms and conditions:

### PAYMENTS

Trip deposits are required at the time of trip confirmation. For group trips, deposits are \$750 per person. For Private Journeys, deposits are \$1000 per person, or 10% of the total trip cost per person, whichever is higher. Nomadic Expeditions, Inc. ("Nomadic") will send you an invoice for the balance payment of your land & air cost 90 days prior to your departure date.

### CANCELLATIONS

Nomadic must receive all cancellations in writing. Book any trip for 2021/2022 and cancel for any reason up to 90 days prior departure and you'll receive a full refund, less administrative processing fee of \$175.

Cancellation charges are based on the number of days from the date we receive the written cancellation notice until the main trip departure date.

Cancellation charges:

90 days or more	\$175.00 per person
89-61 days	25% of the total trip cost
60-46 days	50% of the total trip cost
45 or less days	100% of the total trip cost

If you cancel within 90 days of departure and decide to postpone your trip to 2022, a 100% of your payment will be credited to a future trip across any of our destination valid through 2022.

Airfares are refundable in accordance with the policy of the airline carrier being used, subject to a \$50 handling charge.

If full payment is not received 60 days prior to departure date, Nomadic reserves the right to consider this a cancellation. Nomadic reserves the right in its sole discretion to cancel any trip prior to departure for any reason, including insufficient number of participants, and in such cases full refunds. In the event that the cancellation is due to a significant event that makes it impossible to operate the trip, in which case, Nomadic will provide the Participant with a refund and/or credit towards a future trip equivalent to the amount paid to Nomadic or if the trip is in progress, the Participants will receive a pro-rated refund based upon the number of days not completed on the trip. Nomadic is not responsible for any unrecoverable expenses incurred by Participant due to trip cancellation, including non-refundable airline tickets, medical expenses and visa fees, or additional arrangements should the trip member have embarked prior to the scheduled departure date.

### GENERAL TERMS

Nomadic reserves the right in its sole discretion to accept or decline any person as a participant at any time, or to

require any participant to withdraw from the trip at their own expense when such an action is determined by Nomadic to be in the best interest of the Participant's health and safety, or that of the group in general. In such event, the participant shall not be entitled to any refund of payments to Nomadic and Nomadic shall not be responsible for any other un-recoverable expenses incurred by Participant, including non-refundable airline tickets, medical expenses and visa fees, or additional travel expenses.

The Participant understands that all rates for transportation, hotels and other third-party services are based on tariffs and exchange rates in effect at the time of the printing of the price list for said trip are subject to increase without prior notification in the event of changes therein. Participant further understands that all trip applications are subject to acceptance by Nomadic.

Participant agrees to pay Nomadic the full cost of all services rendered prior to Participant's trip and when incurred, any additional expenses during the course of the Participant's trip, including necessary adjustments in trip costs, single supplement fees, late payment fees, returned check fees, and any and all additional products and services provided, whether requested by the Participant or deemed necessary by Nomadic.

Itineraries and arrangements are subject to change without notice. Nomadic will attempt to provide advance notice of any changes to itinerary or services to the extent possible. Nomadic reserves the right to adjust itineraries as deemed necessary, or to postpone or substitute itineraries or services, if travel conditions may jeopardize the health and/or safety of the travelers, or prevent the itinerary from operating as scheduled. Any additional charges incurred arising from the postponement, delay or extension of a trip or adjustment to the itinerary due to weather, equipment failure, flight schedule changes, illness, or any other cause not within Nomadic's control will be the Participant's responsibility.

Participant understands that Nomadic reserves the right to take photographs and/or digital or video film of any of their trips and Participant agrees that Nomadic may use these images for promotional and/or commercial purposes, without any compensation to Participant.

Nomadic is not responsible for lost or damaged personal property or for any injuries you may sustain on the trip. Participant agrees that baggage is carried at the owner's risk throughout the trip and Nomadic is not liable for any damage to or loss of baggage either in transit to or during the trip. Participant also agrees that Nomadic is not responsible for purchases made during any trip including but not limited to defective goods, shipping problems, and/or confiscation by customs.

Participant has reviewed the detailed itinerary and this form with their personal physician and will not hold Nomadic or its employees and agents responsible for any expenses/losses incurred resulting from any delay, changes in itinerary or cancellation of this trip, accident, or sickness. Participant further agrees that it is entirely his/her responsibility to determine, in conjunction with his/her physician,

that he/she is physically capable to undertake the trip which Participant has selected and that Nomadic assumes no liability or responsibility in determining the Participant's ability to join the trip.

Participant agrees that Nomadic is not obligated to attend to nor is Nomadic responsible for the cost or quality of any of Participant's medical or medication needs during the trip. Nomadic may, but is not obligated to, take any actions it considers to be warranted under any circumstances regarding the Participant's health and safety. Participant agrees to pay any and all health, safety and associated expenses Participant incurs and releases Nomadic from any and all liability for said actions and expenses. The Participant certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant. In the event of a medical emergency, Participant authorizes Nomadic and relevant third parties to release any medical information of Participant to assist professionals providing care to Participant.

It is the Participant's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Participants are advised to check with the appropriate government authority to determine the necessary documents required for travel. A valid passport is required for U.S. Citizens travelling to all international destinations. Passports must be valid for six (6) months after the return of your journey and should also have sufficient blank visa pages for entry and exit stamps.

There are certain risks and dangers associated with travel in general, specifically with adventure travel and physical activities including (but not limited to) mountain climbing, horse riding, kayaking/canoeing/rafting, camel trekking and hiking/trekking. By participating in Nomadic trips and programs, the Participant will be assuming these risks and release and indemnify Nomadic as provided for hereunder.

Participant confirms that he or she has read carefully the detailed itinerary for the Nomadic trip that the Participant has selected, as well as the conditions of the application and participation set forth in this document, including the payment, cancellation and refund terms, conditions and policies.

## II. LIMITATION OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION

Each Participant on his or her own behalf and on behalf of each of his/her family members, by signing below, understands, acknowledges, represents and agrees as a condition of acceptance as a Participant of this trip to the following limitation of liability, assumption of risks of travel, release and indemnification of Nomadic and releases Nomadic from any and all liability, including but not limited to the terms and conditions hereunder.

### LIMITATION OF LIABILITY

Nomadic acts only in the capacity of an agent in making arrangements for transportation, hotels, and other services included in this trip and does not assume any responsibility or liability for any injury, damage, illness, death, loss, accident, delay, expense or other irregularity to the Participant due to any act of or default or negligence (other than willful or fraudulent conduct) of Nomadic, its owners, officers, directors, associates, employees, representatives, affiliated companies and subcontractors or failure to act by any carrier, hotel, restaurant, company or person rendering any of the services included in this trip, or any of their employees or agents, which may arise including, but not limited to, any breakdown of machinery or equipment, improper visas, health certificates or documents or acts of any governmental authority or caused by strike, civil disturbances, sicknesses, quarantine, weather, natural disaster, hostility or acts of war, personal safety risks such as being mugged, robbed or sexually assaulted, or any other acts beyond the control of Nomadic. Nomadic does not assume nor shall it have any responsibility or liability for itinerary and routing changes, changes in modes of ground and air travel, changes in quality of accommodations and other program changes, and the risks and dangers associated with travel in general and specifically with adventure travel and physical activities including, but not limited to, mountain climbing, horse riding, kayaking, canoeing, rafting, camel trekking, and hiking/trekking. Any additional charges arising from the delay or extension of this trip or arising from any of the previously described acts or events will be the Participant's responsibility. Nomadic reserves the right to decline to accept any person as a Participant in the trip or to refuse any Participant in the trip and shall have the right to remove any Participant during the trip at such Participant's expense. Nomadic reserves the right to adjust the itinerary of changes in the modes of ground and air travel, changes in the quality of accommodations or hotels or changes in the trip without prior notice. The passenger contract in use by said airline and/or public carrier shall be the sole contract between said carrier and passenger.

### ASSUMPTION OF THE RISKS OF TRAVEL AND RELEASE AND INDEMNIFICATION FROM LIABILITY

Participant acknowledges that travel to lesser developed countries by the standards usually associated with industrial nations, and in addition to the rewards associated with travel to these exotic destinations and there are certain inherent problems that Participant may encounter which are due to circumstances and situations associated with such travel.

Participant understands and acknowledges that among the problems he or she may encounter are the risks associated with travel in and to lesser developed nations including, but not limited to, (i) breakdown of machinery or equipment, improper visas, health certificates or documents or acts of any governmental authority or caused by strike, civil disturbances, sicknesses, quarantine, weather, natural disaster, hostility, acts of war, personal safety risks such as being mugged, robbed or sexually assaulted; (ii) itinerary and

routing changes, changes in modes of ground and air travel, changes in quality of accommodations and other program changes, and (iii) the risks and dangers associated with travel in general and specifically with adventure travel and physical activities including, but not limited to, mountain climbing, horse riding, kayaking, canoeing, rafting, camel trekking and hiking/trekking, delays, last minute itinerary and routing changes, changes in modes of ground and air travel, changes in the quality of accommodations, and other services and program changes all of which Participant assumes and releases Nomadic, its owners, officers, directors, associates, employees, representatives, affiliated companies and subcontractors from any and all liability for any injury, damage, death, loss, accident, delay, expenses or other irregularities arising therefrom.

In the event any of these situations arise, Nomadic will attempt in good faith subject to sound business judgment to make all reasonable and necessary changes to the extent possible in Participant's itinerary to adapt to the circumstances and to comply to the extent reasonably possible to the published itinerary.

Participant further agrees to assume and release Nomadic, its owners, officers, directors, associates, employees, representatives, affiliated companies and subcontractors from any responsibility or liability for any injury, damage, illness, death, loss, accident, delay, expense or other irregularity to the Participant due to any act of or default or negligence (other than willful or fraudulent conduct) of Nomadic, its owners, officers, directors, associates, employees, representatives, affiliated companies and subcontractors or failure to act by any carrier, hotel, restaurant, company or person rendering any of the services included in this trip, or any of their employees or agents, which may arise including, but not limited to, any breakdown of machinery or equipment, improper visas, health certificates or documents or acts of any governmental authority or caused by strike, civil disturbances, sicknesses, quarantine, weather,

natural disaster, hostility, acts of war, personal safety risks such as being mugged, robbed or sexually assaulted, or any other acts beyond the control of Nomadic.

Participant further agrees to indemnify and hold Nomadic harmless, its owners, officers, directors, associates, employees, representatives, affiliated companies and subcontractors from any liability or damages which may result, or any and all claims or demands which may be made against Nomadic, its owners, officers, directors, associates, employees, representatives, affiliated companies and subcontractors, arising out of or in consequences of this trip (i) relating to his or her participation in the trip or (ii) which would be subject to the above release if Participant had made the claim directly himself or herself.

#### ARBITRATION

The parties agree that all claims, demands, disputes, controversies, differences or misunderstandings between or among the parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association and not in court. The Participant and Nomadic waive the right to bring or participate in a class action in connection with such dispute. Any determination rendered in such proceeding shall be binding and conclusive upon the parties hereto and judgment thereon may be entered in any court having jurisdiction thereof. Arbitration shall only be conducted in Middlesex County, New Jersey. The parties shall bear their own attorney fees and costs.

This agreement shall be construed under and interpreted in accordance with the laws of the State of New Jersey without regard to its principles of conflict of laws. If any of the provisions of this agreement are or become invalid to any extent, the other provisions of this agreement shall not be affected and shall remain in full force and effect and the provisions of this agreement to the extent invalid, shall be reformed to reflect the intent thereof to the greatest extent possible consistent with law.

I hereby agree to be bound by the above General Terms and Conditions and Terms of Limitation of Liability, Assumption Of Risks, Release and Indemnification on my behalf and on behalf of my family members, heirs, assigns, executors, administrators and legal representatives.

**Signature** (Parent or guardian must sign if participant is under 21 years of age):

Traveler 1: \_\_\_\_\_

Traveler 2: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_