

Transformational Tours to MACHU PICCHU –

**MACHU PICCHU TRANSFORMATIONAL ADVENTURE**

**NOTE: The three pages in this document must be filled out and submitted by every traveller.**

**APPLICATION**

(Please initial in the space provided to affirm the applicable statements which follow:

- YES!** \_\_\_\_\_ I want to journey with Serenity Transformational Tours in the Enter the Mystery Tour to Machu Picchu in October 2009
- \_\_\_\_\_ I want to journey with Serenity Transformational Tours in the Ancient Energies Tour to Machu Picchu in November 2009
- \_\_\_\_\_ (optional) I also want to participate in the additional 4 day Lake Titicaca program.

**(The person making the payment is to initial the following three statements.)**

\_\_\_\_\_ I wish to reserve \_\_\_\_\_ place(s) for:

Name 1: \_\_\_\_\_

Name 1: \_\_\_\_\_

Name 1: \_\_\_\_\_

Name 1: \_\_\_\_\_

\_\_\_\_\_ I understand a deposit of US\$1000 is required for each place I am reserving, and in making this deposit I accept that this sum is non-refundable for each place.

\_\_\_\_\_ I understand that the full fare is to be paid no later than three months before the date of the tour.

**(All travellers are to initial the following statement)**

\_\_\_\_\_ **With my signature here below I confirm** that I have read your *Terms and Conditions* and *Liability Waiver* and agree to accept and adhere to the provisions stated there.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ (Date) \_\_\_\_\_

Signature of Parent or Guardian (for travellers under 18 years of age) \_\_\_\_\_

NAME <i>EXACTLY AS IN PASSPORT</i>		PREFERRED NAME	PROFESSION
NATIONALITY & PASSPORT NUMBER		COUNTRY OF BIRTH	DATE OF BIRTH
PHONE (HOME) or (CELL)		(WORK)	(FAX)
HOME ADDRESS			
CITY		STATE / PROVINCE	ZIP / POSTAL CODE
EMAIL		WEBSITE	
NAME OF CONTACT IN CASE OF EMERGENCY		RELATIONSHIP	
PHONE (HOME) or (CELL)		(WORK)	FAX



**(800) 944-2655; Fax: (250) 539-2655**  
 serenity@transformationaltours.com  
 www.transformationaltours.com  
 225 Serenity Ln, Galiano Is. 42-14 B.C. Canada V0N1P0

## Transformational Tours to MACHU PICCHU – TERMS AND CONDITIONS

Our intention is to provide a high level of personal attention, and responsiveness to your preference, while providing a secure travel base from which you can safely experience the rich flood of stimulus and opportunities that await you in Peru. Please note the following:

### 1. As a participant it is your responsibility:

- to read and understand both the conditions listed here and the Liability Waiver, and to familiarize yourself with information we may send you or have been posted on the net.
- to prepare physically and mentally for trekking over uneven and at times strenuous terrain and at high altitude.
- to be willing to receive from, and share information and support with others travelling with you.
- to be sensitive to the people and communities we visit, minimizing any disruptive impact.
- to treat all we meet, and the environment, with respect.

Please note. Conditions available in Peru in many respects may not be what you are used to expecting in North America. For single occupancy there is an additional charge.

2. You are required to have travel insurance covering both trip cancellation and evacuation in case of an accident or health crisis.
3. You are required to inform tour operators *before* the trip of any physical or health conditions you have that may affect your ability to participate in the activities of the tour; and tell tour operators of health issues that may develop during the trip, when they arise.
4. It is your responsibility to be outfitted with adequate footwear, back pack, day pack, water bottle, basic self care needs (sun block, lip balm, insect repellent, personal medicine and supplements etc.) and sleeping bag. Porters will carry your back pack on the Inca Trail, as well as food, tents, sleeping mats and cooking equipment.
5. NOTE: Serenity Transformational Tours, its principals, guides and agents are not qualified first aid or medical care providers and can assume no liability to provide first aid or medical care.
6. Serenity Transformational Tours reserves the right at any time to decline to accept or retain and to disqualify from the trip or any portion of the trip any persons whose conduct impedes the trip's normal operation or the rights, welfare or enjoyment of other trip members or who is physically unfit or at risk for the rigors of all or a portion of the trip. Refunds for unused services will not be given under such circumstances.

### PRICING and PAYMENT

7. Although we will do everything reasonable to hold our price, trips are priced well in advance of departure. As a result we may face unexpected cost increases. We reserve the right to increase the trip cost at any time as necessary to cover these increases.
8. Serenity Transformational Tours, its principals, guides and agents are not responsible for any expenses arising from the delay or extension of a tour due to weather, political disputes, sickness, failure of public transportation, flight changes or cancellations, missed connections or any other cause beyond our control.
9. **Reservation** requires payment of a non-refundable deposit of US \$1000.
10. **Full payment is due** 3 months before departure. If full payment is not received by this time we reserve the right to treat your reservation as cancelled and subject to cancellation fees.

### CANCELLATION POLICY

11. For refunds to be considered, notice of cancellation must be mailed or faxed to the address below. Date of receipt of this notice determines the refund that applies. If notice is received:

a. *a minimum of 90 days before your reserved departure date* all payments you have made – *less* the non-refundable US \$1000 deposit, plus non-recoverable expenditures made on your behalf for your tour – will be returned to you;

b. *between 45 and 89 days before your reserved departure date*, payments you have made – *less* the non-refundable US \$1000 deposit, a US\$500 late cancellation fee, plus non-recoverable expenditures made on your behalf – will be returned to you;

c. *less than 45 days before the scheduled departure* all funds you have paid are forfeit. Except:

1. If you find someone to go in your place who is previously unknown to us, payments you have made – *less* the non-refundable US\$1000 deposit, a US\$500 late cancellation fee, plus non-recoverable or non-transferable expenditures made on your behalf – will be returned to you.

2. At our discretion, you may apply payments you have made – less amounts already expended and payment of a US \$500 transferral fee – to a subsequent Serenity Peru Tour, which must be chosen within a month of the date of your giving notice, and begun no later than one year from the cancelled departure date.

12. Serenity Transformational Tours reserves the right to cancel the trip at any time for any reason, including under-subscription or logistical problems. In such event all trip payments will be immediately refunded and Serenity Transformational Tours, its principals, guides and agents will not be responsible or liable for any losses whatsoever arising out of the cancellation, including costs incurred by the participant in preparing for the trip, such as and not limited to non-refundable purchase of tickets or fees or premiums or equipment. Notice of cancellation will be given no later than 21 days before the scheduled date of departure.

I HAVE READ CAREFULLY THESE CONDITIONS OF TRAVEL PERTAINING TO TRANSFORMATIONAL TOURS TO MACHU PICCHU, WHICH ARE ALSO POSTED ON THE INTERNET AT [www.transformationaltours.com](http://www.transformationaltours.com), AND FULLY UNDERSTAND AND AGREE WITH THEIR CONTENTS. I AM AWARE THAT THEY CONTAIN RELEASES, EXEMPTIONS AND LIMITATIONS OF LIABILITY, AND ARE PART OF THE CONTRACT BETWEEN MYSELF AND SERENITY TRANSFORMATIONAL TOURS, AND I SIGN IT OF MY OWN FREE WILL.

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

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

Parent or Legal Guardian must sign for persons under age of 19.



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## Transformational Tours to MACHU PICCHU – LIABILITY WAIVER

Each traveller must sign and return this waiver with signed Terms and Conditions and Questionnaire to  
SERENITY TRANSFORMATIONAL TOURS 225 Serenity Lane, Galiano Is. 42-14B.C. Canada V0N1P0

I (print name), \_\_\_\_\_, HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in the tour I have chosen with Serenity Transformational Tours as indicated in the Application Form I have signed. I am aware that during my participation in a tour of this sort certain risks and dangers may arise, including, but not limited to: the hazards of travelling in mountainous terrain, high altitudes, or undeveloped areas; travel by train, plane, automobile, horseback, or by other means of conveyance, or on foot; roads, trails, hotels, vehicle, or other means of conveyance which are not operated nor maintained to standards common in Canada or the United States; the forces of nature; civil unrest; terrorism; accident or illness without access to means of evacuation or availability of medical supplies; physical exertion for which I am unprepared; consumption of alcoholic beverages; negligence (but not wilful or fraudulent conduct) by Serenity Transformational Tours, its principals, guides, agents or others; or factors known or unknown.

I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time that I am participating in the trip and that it is my responsibility to have full medical evacuation insurance coverage for the duration of this trip. I agree that Serenity Transformational Tours, its principals, guides and agents are not liable for the adequacy or availability any equipment or supplies that may be provided in conjunction with the Enter the Mystery tour, or for the adequacy or availability of any first aid or medical care, or the negligent provision of first aid or medical care by it or by its guides or agents, participants, or by any physician, emergency care facility or any other person.

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS, DELAYS, LOGISTICAL AND OTHER PROBLEMS IN CONNECTION WITH THE TRIP THAT MAY BE INVOLVED AND HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA, AND DEATH AND HEREBY RELEASE AND DISCHARGE SERENITY TRANSFORMATIONAL TOURS AND ITS AGENTS OR ASSOCIATES FROM ALL ACTIONS, CLAIMS, OR DEMANDS FOR DAMAGES RESULTING FROM MY PARTICIPATION IN THE TRIP.

I agree that under no circumstances, including negligence, shall liability to the applicant, his/her heirs, executors and administrators and all members of his/her family, of Serenity Transformational Tours, its principals, guides or agents exceed the total amount of funds paid by the applicant under the contract. The exclusions and limitations on the liability of Serenity Transformational Tours, its principals, guides and agents as set out in this Liability Waiver and in the Conditions of Travel herein, are effective, and apply to claims in contract or in tort, including negligence, and whether or not there is a fundamental breach of the contract.

I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators, and all members of my family, including any minors accompanying me.

I HAVE READ CAREFULLY THIS LIABILITY WAIVER AND IN PARTICULAR THE CONDITIONS OF TRAVEL AND THE APPLICATION FORM PERTAINING TO TRANSFORMATIONAL TOURS TO MACHU PICCHU, WHICH ARE ALSO POSTED ON THE INTERNET AT A [www.transformationaltours.com](http://www.transformationaltours.com), AND FULLY UNDERSTAND AND AGREE WITH THEIR CONTENTS. I AM AWARE THAT THEY CONTAIN RELEASES, EXEMPTIONS AND LIMITATIONS OF LIABILITY, AND ARE PART OF THE CONTRACT BETWEEN MYSELF AND SERENITY TRANSFORMATIONAL TOURS, AND I SIGN IT OF MY OWN FREE WILL.

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

(Print Name) \_\_\_\_\_

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

(Parent or Legal Guardian must sign for persons under the age of 19.)



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