



Please return signed Release with your completed Traveler Information Form to:

Dude Girl, PO Box 2695, Truckee, CA 96160
Fax: 530-587-3553
Phone: 415-690-0633
Email: kim@dudegirl.com

TERMS AND CONDITIONS

Prices, Reservations & Payment

Our prices are in U.S. dollars. We charge a single supplement to individual travelers who wish to ensure that they have private rooms throughout a trip.

To reserve your trip, we require a deposit of US\$500 per person. The balance of your payment is due 90 days prior to departure and is nonrefundable. To confirm your reservation, you must complete, sign and return a Traveler Information Form, and an Acknowledgement of Risk, Release and Indemnity at least 90 days prior to your trip departure.

Cancellation

We are very sorry if you must cancel your reservation for a trip in 2006. Because we are a small operation, cancellations less than 90 days prior to the scheduled trip receive no refund. As your business helps us grow, these policies will become more flexible!

Cancellation Insurance

We strongly recommend cancellation insurance. You are responsible for purchasing your own trip insurance, and for making sure that trip cancellations are covered under the policy you choose. You can review and purchase policies from almost 50 different insurance companies at www.insuremytrip.com. We do not endorse this company or web site or any of the companies listed on it.

Cancellation by Dude Girl

Dude Girl reserves the right to cancel any trip at any time for any reason if there are too few participants, or if the quality of the trip or the safety of travelers is judged to be compromised. In such a case, refund of payments received by Dude Girl shall constitute full settlement. Dude Girl cannot assume responsibility for any loss incurred on account of non-refundable air tickets.

Health

By sending a deposit toward your trip purchase and returning your Traveler Information Form, you certify that you do not have any physical condition or disability that would create a hazard for you or other travelers. Our trips may—and probably will—require strenuous physical activity. You may be required to obtain a physician's release. Some of our trips require vaccinations. Please consult your doctor.

Eligibility

We require that travelers be at least 18 years of age on all trips.

Preparing for your Trip

Our trips entail risks—and rewards—beyond those encountered at home. We stress that our trips are a kind of partnership with travelers. Our primary objective is to take the hassle out of a great travel experience. In return, we count on people to ensure that they are healthy and fit; to read our pre-trip materials about clothing, training, medical requirements and culture-specific etiquette; to appreciate that in some countries, local living standards, practices, services and accommodations may differ from those in North America (often in delightful ways); and to understand—even embrace—the fact that exploring the globe with Dude Girl means that you may encounter the unpredictable at times, but will also gain a more rewarding adventure.

Insurance

Before traveling on a trip, we strongly recommend that you review your personal insurance and your health insurance to ensure you have coverage appropriate to meet your needs, and the needs of your family and dependants, in case of any loss of property, or accident, injury or death. We also recommend that you purchase supplemental travel insurance to cover trip cancellations and other travel-related problems that could arise.

Risks

All Dude Girl trips are intentionally designed to take clients on some well-traveled routes and to some "off the beaten path" places where facilities, infrastructure, and safety and other standards may be different and less sophisticated from those in a traveler's home country. Trips involve physical activity that can be demanding, depending on the condition of the traveler, and involve risk of serious personal injury, including permanent disability and death from accident, illness or the negligence of other persons. Medical facilities and services may not be easily accessible and may not be sophisticated. There are other risks associated with the trips, such as theft or loss of or damage to property or other criminal activity, wild or other animals, terrorism, equipment breakdown, accident or illness. In addition some of the services provided in connection with the trip, including lodging, transportation, food service and local tours and activities, are obtained from independent suppliers over whom Dude Girl has no control.



LIMITATION OF LIABILITY, RELEASE AND INDEMNITY

To be eligible to take a Dude Girl trip, travelers must accept these risks and assume full responsibility for any loss, injury, death or damage to them, their family or their dependants arising in connection with their participation, or the participation of their family, in the trips. Travelers must have their own insurance appropriate to their needs and the needs of their family or dependants in respect of such loss, injury, death or damage. For purposes of this section, all references to Dude Girl include its employees, agents, guides and members.

Although Dude Girl endeavors to choose appropriate independent suppliers to provide services on the trips Dude Girl has no right to control their operations and therefore makes travel arrangements for the trips on the condition that Dude Girl will not be liable for any negligent or willful act or omission of any independent supplier or any unrelated third party. The services provided by independent suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those suppliers. The liability of the independent suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements.

Dude Girl reserves the right to decline accepting or retaining any traveler whose health or actions in Dude Girl's sole judgment impede the operation of a trip or the welfare or enjoyment of fellow travelers. In further consideration for participating in the trip travelers agree that Dude Girl or their designate, may use any photographic or film records of the trips for promotional and/or commercial purposes, without any remuneration to the traveler. The traveler agrees to assign to Dude Girl all right, title, and interest they may have in or to any media in which their name or likeness might be used.

The cost of all Dude Girl trips is priced on the basis of travelers agreeing to these Terms and Release. At all times, travelers are responsible for their own possessions, baggage, documents, tickets, funds and the like that they bring with them, whether or not entrusted to Dude Girl or to any third party during the course of the trip. In consideration for participating in the trips travelers agree not to sue Dude Girl in respect of, and forever release Dude Girl from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the trip—including without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property—in each case even if caused in whole or in part by the conduct, including the negligence, of Dude Girl, except where such loss, injury or damage is

caused by the willful or fraudulent conduct on the part of Dude Girl, in which case the traveler retains the right to bring claims against only Dude Girl, and not its employees, agents, guides or members.

Travelers further agree that they will hold Dude Girl harmless in respect of any claims arising in connection with the trip made by: i) the traveler's family members, dependants or heirs, or ii) third parties, which the traveler, their estate, their family members, dependants or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from Dude Girl; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of Dude Girl or its employees, guides, shareholders, officers or directors.

These Terms and Release will apply to a traveler's trip with Dude Girl, and any transfer of a reservation to another trip, including any pre-trip or post-trip extensions. These Terms & Conditions, and Release are binding upon all members of the traveler's family, dependants, estate, heirs, successors and legal personal representatives. Any claim or dispute arising out of or relating to these Terms and Release or its interpretation, the trip, or the traveler's relationship with Dude Girl will be resolved exclusively as follows: First, the claimant will bring the claim(s) to the attention of Dude Girl and attempt to resolve them informally. If no such resolution is achieved in a reasonable period of time, the claimant and Dude Girl will use a reasonably acceptable independent third-party mediator to attempt to resolve their dispute. Finally, if mediation is unsuccessful, resolution may be sought only in the courts of Marin County in the State of California. All disputes will be governed exclusively by California law.

The term Dude Girl in these terms refers to Dude Girl LLC., a California Limited Liability Corporation, which offers and operates all of the trips to which these terms apply.

Acknowledgment

By signing below, I acknowledge that:

I am 18 years of age or older. I have read all of the Terms and Conditions, and understand them fully, including the release of liability provided to Dude Girl. I have read the trip description and obtained any other information necessary to make an informed decision about my participation in the trip with full knowledge of the risks and requirements involved.

Participant Signature _____

Date _____

