



**Personal details & trip details**

Name as on passport: First name: \_\_\_\_\_ Middle name: \_\_\_\_\_  
 Last name: \_\_\_\_\_ Sex: Male or Female  
 Passport number: \_\_\_\_\_  
 Home address: \_\_\_\_\_  
 Postal address: \_\_\_\_\_  
 Phone number: AH: \_\_\_\_\_ BH: \_\_\_\_\_  
 Mobile phone: \_\_\_\_\_ Preferred phone number: Home Work or Mobile  
 Email address: \_\_\_\_\_  
 Date of birth: (dd/mm/yy) \_\_\_\_\_ Nationality (as on passport): \_\_\_\_\_  
 Shirt size: XS S M L XL XXL Boot Size: \_\_\_\_\_ UK or USA (for climbing trips)  
 Trip applied for: \_\_\_\_\_  
 Start date: \_\_\_\_\_ Finish date: \_\_\_\_\_  
 How did you hear about the trip?: \_\_\_\_\_  
 Previous Experience: \_\_\_\_\_  
 Special Dietary Requirements/Food Allergies?: \_\_\_\_\_

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**Next of kin (Emergency) contact details**

Name: \_\_\_\_\_ Relationship to you: \_\_\_\_\_  
 Phone number (preferred): \_\_\_\_\_ Mobile ph: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_

### Self assessed fitness / readiness for trip

Height (cm): \_\_\_\_\_ Weight (kg): \_\_\_\_\_ Resting heart rate: \_\_\_\_\_  
 Evaluate your general health: poor average good excellent  
 Evaluate your fitness: poor average good excellent

Self assessed questions	Yes	No	Details
Do you feel you are physically prepared (or will be before commencement) for the trip that you are planning to undertake?			
Do you have any medical illnesses, infirmities, disabilities that require the regular care of a doctor?			
Do you have allergies, to food, bites, stings, drugs?			
Are you allergic to penicillin?			
List all the medications you are taking currently and the dosages			
Have you been hospitalised or had surgery in the last five years?			
Do you have any heart or respiratory problems?			
Are you a diabetic?			
Do you suffer from epilepsy or seizures of any kind?			
Do you have any physical or mental limitations that might preclude you from this trip?			
Are you pregnant?			

# Booking Form - worldwide



Booking conditions, waiver, pricing policy

Name as on passport: First name(s): \_\_\_\_\_ Last name: \_\_\_\_\_

Trip Name: \_\_\_\_\_ Start Date: \_\_\_\_\_

Total Trip cost: USD\$ \_\_\_\_\_ Deposit due: USD\$ \_\_\_\_\_

Prior to booking with Sarah Mountain Journeys Pty Ltd (SMJ), please ensure you have carefully read and understand the booking terms and conditions detailed below.

## 1. \_\_\_\_\_ The Contract

By booking with Sarah Mountain Journeys Pty Ltd ('SMJ') you accept that you have agreed to these Booking Terms and Conditions and will be bound accordingly.

## 2. \_\_\_\_\_ Payment

You are required to pay a non-refundable deposit amount for each trip with SMJ. The deposit amount varies for each trip, but can be found on the SMJ website or trip documentation. Payment in full is due at least 60 days prior to departure date, though in certain circumstances earlier payment may be required. Failure to pay by the specified date may result in forfeiture of your place on the trip as well as your deposit, to be determined at the discretion of SMJ.

## 3. \_\_\_\_\_ Cancellation by the Traveller

Cancellation fees may apply in cases of traveller cancellation. Cancellation fees will apply from the date SMJ receives written confirmation of your cancellation. In addition to forfeiture of your non-refundable deposit fee, if you cancel your trip:

- \_\_\_\_\_ between 60 and 31 days prior to departure date, you will forfeit 50% of your payments.
- \_\_\_\_\_ less than 31 days before departure date, you will forfeit 100% of your payments.

If SMJ is able to replace your booking, your money subject to an administration fee may be refunded at the discretion of SMJ. SMJ may also offer you transfer to a different trip at their discretion.

## 4. \_\_\_\_\_ Cancellation by SMJ

SMJ reserves the right to vary or cancel specific departure or trip. SMJ will advise you of any cancellations not less than 42 days prior to departure. SMJ will work with you to attempt to arrange an alternative trip for you in the event of their cancellation. If this is not suitable, SMJ will refund all payments you have made, less any unrecoverable costs. SMJ will not be liable for any additional costs incurred by you as the result of a cancellation, including but not limited to airline cancellation fees or accommodation booking cancellation fees

## 5. \_\_\_\_\_ Flexibility

Activities of this type require considerable flexibility. You accept and acknowledge this point and should allow for potential alternatives. Whilst the itineraries for each trip propose the types of activities involved, you understand that details including but not limited to routes, schedules, amenities, modes of transport and itineraries may be subject to alteration without prior notice due to local circumstances or events.

## 6. \_\_\_\_\_ Force Majeure

You accept that there are some events outside of the control of SMJ. If an act of God, strike, trade dispute, fire, breakdown, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third-party or any other cause whatsoever outside SMJ's reasonable control, prevents SMJ (directly or indirectly) from carrying out any duties or obligations under this agreement, SMJ will be under no liability whatsoever to you and may at their discretion cancel the tour or attempt to rearrange it.

## 7. \_\_\_\_\_ Pricing

SMJ reserves the right to change the pricing of a trip at any stage by reason of international currency fluctuations, inflation, fuel prices, conditions, fees or other charges up until your full payment has cleared into our account. In the case that the trip price varied by more than 10% following the payment of your deposit, SMJ would allow a full refund or facilitate a transfer to another trip.



## 8. Pricing Inclusions/Exclusions

Pricing inclusion and exclusion items, as well as special conditions will vary for each specific expedition. They can be found in the relevant Information Pack for your trip.

## 9. Travel Insurance

You accept that it is a pre-condition of booking with SMJ that you obtain and hold valid travel insurance for the full duration of the trip, and tailored to the type of trip you are commencing. It is compulsory that it cover against personal accident, illness, death, medical expenses, loss of baggage and personal items, cancellation and curtailment, and evacuation. You must provide SMJ with evidence that you have obtained suitable travel insurance covering the aforementioned portfolios. SMJ will refuse to take any client that cannot provide proof of appropriate travel insurance.

## 10. Tour Leader Authority

You acknowledge and accept that SMJ tour leaders have authority at their discretion in relation to any decisions that affect the safety or well-being of any person participating in the tour. You accept that SMJ tour leaders have the authority at their discretion to:

- at any time prior to departure, exclude you from the tour on grounds that you are not suitable to participate, even with a valid medical certificate. In such circumstances, SMJ will offer you a full refund of your payments, or facilitate your transfer to a tour that is deemed more suitable; and
- at any time on the tour, direct you to leave the tour immediately on grounds that you are endangering the safety of other participants, affecting the mobility or well-being of the group, or failing to comply with any laws, customs, foreign exchange and drug regulations of countries visited. In such circumstances, you will not be refunded any of your payments and will be responsible for incurring any costs associated with leaving the tour, including but not limited to airfares, accommodation and other travel expenses. SMJ also reserves the right to exclude you from future tours in these circumstances.

## 11. Health and Fitness

To participate in the trip you must be in good health and physical condition. You will be required to submit a medical questionnaire completed by your general practitioner. You declare and warrant that you are in good health and mental and physical fitness at the time of the booking of the trip. You must advise SMJ in writing if your health and mental and physical fitness deteriorates after you have made the booking, or there is a change in your health.

## 12. Acceptance of Risk

You acknowledge, understand and accept that the nature of the adventure tours provided by SMJ are physically and mentally challenging, and consequently come with an increased level of risk, including exposure to personal injury and potentially death. You accept that some of the potential risks include but are not limited to: personal injury, pain, illness, suffering, loss or damage to personal property, little or no immediate medical support, high altitude, dangerous terrain, evacuation difficulties, and potentially death. In submitting your booking, you acknowledge that you accept and understand that your decision to book was made in light of these increased risks and dangers associated with your trip, and the accompanying risk of injury, death, or property damage or loss.

## 13. Limitation of Liability of SMJ

You acknowledge and accept that to the fullest extent permitted by law:

- any liability for loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or a breach of the Booking Terms and Conditions, is excluded;
- you expressly waive any claims you may have against SMJ arising out of or in connection with your participation in a trip and you release us and our officers, employees, agents and representatives from any liability;



- any liability for a breach of any law by any person with whom you travel on the trip, is excluded;
- in circumstances where SMJ acts as a booking agent for third-party tour operators, SMJ accepts no liability for the acts or omissions of those third-party tour operators, and does not authorise any third-party to guarantee a refund on our behalf;
- your right of action for any shortcoming of a third-party's performance is against the third-party and not SMJ; and
- you may not rely on any representation concerning the trip made by SMJ which are not contained in the Booking Terms and Conditions.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

#### 14. Australian Consumer Law

To the furthest extent permitted by law, you hereby exclude, release and forever discharge SMJ and their representatives from all liability for any and all claims, loss, damage, cost or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, form of behaviour, course of conduct or state of affairs as is specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of SMJ representatives) and connected with your recreational services which comprise the tour.

#### 15. Privacy

You accept that SMJ requires the collection of personal information from you, and you permit SMJ to collect and use this information for any purpose associated with the operation of a trip. You accept that some of this information may be exposed to our agents, service providers or other third parties in order to enable the planning and operation of the trip. SMJ will otherwise treat your personal information in accordance with our privacy policy, which is available for viewing on our website.

#### 16. Waiver

You agree that a party will not be found to have waived any rights or remedies under these conditions or at law by allowing any time or indulgence, or by not exercising any right or remedy arising out of any breach by the other party.

#### 17. Severability

If in the event that any term of these Booking Terms and Conditions is found to be illegal, unenforceable or void by operation of law, against public policy or for any other reason, then that term will be deemed severed from the contract, or such amended as to allow all other remaining terms and conditions to survive and continue to be binding.

#### 18. Jurisdiction

This agreement and the associated rights and obligations of both parties will be governed exclusively by the laws of South Australia, Australia. Any disputes in relation to these Booking Terms and Conditions must be initiated exclusively within the courts of South Australia, Australia.

#### 19. Amendment

SMJ reserves the right to update and/or change these Booking Terms and Conditions from time to time and it is your responsibility to become familiar with them. The up to date terms and conditions can be found on the SMJ website.

Signed: ..... Date: ..... Name: .....

If under the age of 18 please have a parent or guardian sign for you.