



International Cultural Adventures

Opening your eyes to the cultures of our world...

Spiritual Pilgrimage to Tibet

From Kathmandu through Nepal's remote Humla Valley to the majestic Lake Manasarovar, sacred Mt Kailash and across the Tibetan Plateau

July 4 – July 29, 2011



Program Application Packet



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PROGRAM APPLICATION

Spiritual Pilgrimage to Tibet

July 4 – July 29, 2011

Please Attach
Photograph
Here

Personal Information:

Name (as appears on your passport): _____

Postal Address: _____ City/State: _____

Postal Code: _____ Country: _____

Phone (day): _____ (evening): _____ E-mail: _____

Passport #: _____ Expiration Date: _____ Issue Date: _____

Place of Issue: _____ Citizenship: _____

Date of Birth (MM/DD/YYYY): _____ Place of Birth: _____

Age: _____ (so we don't need to do the math – thanks!) Sex: M F Is your birthday during this program? Y N

Dietary restrictions (e.g., vegetarian/non-vegetarian): _____

EMERGENCY CONTACT: _____ Relationship: _____

Postal Address: _____ City/State: _____

Postal Code: _____ Country: _____

Phone (day): _____ (evening): _____ E-mail: _____

Background Information:

Personal interests: _____

International travel experience: None Limited Moderate Extensive

Briefly describe your travel experience: _____

Briefly describe your fitness level & exercise routine (if any): _____

Briefly explain your motivation for wanting to join this program: _____

How did you hear about this program? _____

Program Deposit:

You may use a wire transfer, Paypal or a bank check to make all payment. Due to the sensitive nature of the information needed to make payments, please contact **ICA** via email to request this information when you are ready to submit your deposit. I am sending my program deposit of \$ _____ (\$700) (non-refundable after 15-Jan-2011) to **ICA's** financial institution by _____ (method).

Please read the Terms & Conditions carefully before sending any payment.

The Waiver must be signed and submitted with your application; otherwise it will not be accepted.

We suggest that you make a copy of all the application forms for your records.

International Cultural Adventures

TERMS & CONDITIONS

Eligibility

Our programs are open to people of all ages. For those under the age of 18, we must have written consent from a parent or legal guardian. Final acceptance is subject to review of the application. **International Cultural Adventures** (ICA) reserves the right to decline any application for any reason whatsoever.

Payments

All payments should be made out to "**International Cultural Adventures**" and must be made in US funds by wire transfer, Paypal or bank check. The initial program deposit of \$700 will become non-refundable on 15-Jan-2011. Unless otherwise stipulated in writing, 50% of the balance of your Program Fee is due **90 days prior to departure** and the final balance is due **60 days prior to departure**. If the full Program Fee is not received **60 days prior to departure**, a late fee of \$150 will apply. If the full Program Fee is not received **30 days prior to departure**, ICA reserves the right to treat your application as a cancellation, subject to the Cancellation Policy. Payment made **less than 30 days prior to departure** must be made by wire transfer or certified check mailed directly to our financial institution. Payment for airfare is due upon booking of the flight(s). We may accelerate this process, if necessary, to hold a reservation, in which case payment may be required by wire transfer or certified check.

Due to forces beyond our control, such as currency fluctuations, inflation and other factors, that affect the value of the currencies, relative to the US dollar, where we organize our programs, we reserve the right to adjust our final program fee, for all scheduled programs, one month prior to the program start date, to reflect any change in our original costs, due to the aforementioned reasons, that are passed on to us by our in-country associates.

This allows us the ability to accurately adjust our program fee to reflect the actual cost being paid to our in-country associates, relative to the original cost, and avoids inaccurate cost estimates, ensuring fairness to all concerned parties.

Airline Reservations

ICA will make all the necessary flight arrangements for participants on our programs, unless otherwise stipulated in

writing, booking the most economical flights available that correspond with the program itinerary. Final program dates are subject to flight availability and scheduling. ICA will do its best to secure the dates of travel that correspond with your proposed itinerary but will not be held responsible for the lack of corresponding flight availability or airline scheduling. In the situation of insufficient seat or flight availability, ICA will book the most appropriate flight itinerary available.

Travel Protection

Although every effort is made to ensure the safety of all participants, ICA requires that participants have a means to cover unforeseen medical expenses and emergency medical transportation. In most cases, a travel protection plan is not included in ICA's Program Fee. Unless otherwise stipulated in writing, ICA requires that the completed Travel Protection Agreement be received in our office, along with the appropriate payment, if applicable, **no less than 30 days prior to departure**. If the agreement and payment are not received as stipulated, ICA reserves the right to treat your application as a cancellation, subject to the Cancellation Policy. ICA reserves the right to purchase your travel insurance policy anytime prior to your departure. Participants are responsible for understanding the terms of their respective travel protection plan.

Medical Considerations

Some programs or parts of programs may take place in areas where medical facilities are virtually non-existent or where emergency evacuation can be prolonged, difficult, expensive or not available. We assume no liability regarding the provision of medical care or first aid administered by associates, physicians or emergency care facilities in conjunction with any of our programs. If you choose not to participate in any program activities, due to illness (or any other reason), no refunds will be given for the unused services. Participants are required to have a sufficient supply of their own personal medications. We require that all participants have a physician or other certified health practitioner complete the Physician's Approval form to verify the status of their health. ICA reserves the right to decline a participant's application if a doctor is unable to recommend their participation. ICA reserves the right to

request medical clearance or any additional information. Our local associates are authorized to disqualify any member from the program, at any time, if he/she determines it necessary for the safety and/or well being of the group, or if the participant in question is physically unfit for the program. In the event that you are asked to leave the program early, refunds will not be given for any expenses incurred or for any unused services.

Inclusions/Exclusions

For specific inclusions and exclusions of your program itinerary, please refer to the Program Facts & Fee document.

In general, the following exclusions apply: Domestic and International airfare; visa and passport fees; airport departure taxes (international and domestic); optional tips and gratuities; medical, emergency evacuation and program cancellation insurance; medical and emergency evacuation expenses; immunizations; beverages, snacks, etc. other than during designated group meals; alcoholic beverages; and all other items of a personal nature; all optional activities; any and all expenses resulting from delays arising for any reason beyond our control; excess baggage fees; hotel accommodations en route, if needed. Depending on flight availability and scheduling, it may be necessary to spend a night in a connecting city en route to your final destination. The cost of hotel accommodations, transportation, meals and other expenses incurred in this case are not included in the program fee.

Changes

If you choose to make any changes to your program itinerary after your departure, you must submit a written request via email to ICA for review. If the change is approved, there will be a \$500 Program Change Fee charged, in addition to any costs incurred in making the changes. The Program Change Fee must be paid before any changes can be made. No refunds will be given for any unused services.

Any voluntary change made to your airline ticket(s) prior to departure will incur a \$75 Airline Change Fee, in addition to any airline and/or consolidator fees and the difference in fare, if applicable. Passengers are responsible for any costs incurred in making changes to their airline ticket(s) after departure. ICA will not provide

TERMS & CONDITIONS

refunds and is not responsible for any costs incurred resulting from changes to your flight itinerary made by the airline(s) after tickets have been purchased.

Transfers

You may voluntarily transfer from one ICA program to another subject to the following Transfer Policy. All transfers are subject to a Program Transfer Fee, as outlined below, and a Program Fee adjustment, which will equalize the two Program Fees. The Program Transfer Fee will apply as follows: \$200 for a transfer made **120 or more days prior to departure**; \$400, **between 30 and 120 days prior to departure**; \$600, **30 or less days prior to departure**. No transfers will be allowed after departure. Only one transfer per person is permitted. The Program Transfer Fee must be paid when the transfer is requested. Requests for transfers must be made in writing, either by email or certified mail in order to document the notification date. The date that ICA receives your correspondence will be the effective notification date. We highly recommend following up with a phone call to ensure that we received your correspondence regarding a transfer. In the event that ICA cancels a program (refer to the **Cancelled Programs** section), participants may transfer to an alternative program offered within the ensuing 32 months with no Program Transfer Fee.

Cancellations

Unless otherwise stipulated in writing, you may cancel your participation on a program subject to the following Cancellation Policy. Cancellations made **76 or more days prior to departure** will result in forfeiture of the non-refundable deposit; **between 30 and 76 days prior to departure** will result in forfeiture of 50% of the total Program Fee; **30 or less days prior to departure or after departure** will result in forfeiture of all amounts paid. All requests for cancellations must be made in writing to ICA from the participant, and parent or legal guardian, if under the age of 18, either by email or certified mail in order to document the notification date. The date that ICA receives your correspondence will be the effective notification date. We highly recommend following up with a phone call to ensure that we received your correspondence regarding a cancellation. There will be no refunds or credits given for any reason whatsoever for insurance

premiums paid, unused hotel accommodations, tours, transfers or any other services. Cancelled airline tickets will incur a \$150 Airline Cancellation Fee, in addition to any airline and/or consolidator fees. Refunds for airline tickets are in accordance with the terms of the respective carriers and consolidators.

If you are participating on a custom group program, the Cancellation Policy may differ and will be stipulated in writing elsewhere.

Cancelled Programs

ICA reserves the right to cancel any program for any reason, including, but not limited to acts of war, civil unrest, logistical problems that may impede the normal operation of the program, insufficient sign-ups or any other circumstances that may threaten the safety of program participants or staff. In such cases, ICA will provide an appropriate alternative program. If you elect not to participate in the alternative program, you may transfer to another program, subject to the Transfer Policy or cancel your participation altogether, subject to the Cancellation Policy. ICA is not responsible for any expenses incurred in preparing for a program that has been cancelled, such as, but not limited to, advanced purchase of non-refundable airline tickets, visa or passport fees, insurance premiums, equipment costs, etc., nor for the cost of additional arrangements should the participant have embarked prior to the scheduled program departure date. The minimum number of participants for scheduled programs, such as *The Cultural Immersion Experience*, is four. If there is less than the required four participants at 60 days prior to departure, then ICA will determine a Low Enrollment Fee, which will be added to the Program Fee to cover the costs associated with low enrollment.

Rights and Responsibilities

Participants have the following responsibilities to themselves, other participants on their program and to ICA and its in-country associates, including the Program Coordinator, volunteer service site supervisor and all other program staff: to select a program that is appropriate to their interests and capabilities, both physically and emotionally; to comprehend the terms and conditions stated in this document; to understand all aspects of the program itinerary; to disclose in writing to ICA any potentially relevant medical or health

conditions; to prepare for their program by reading the program itinerary and supplemental program information supplied by ICA; to bring appropriate clothing and equipment; to follow reasonable standards of personal hygiene and personal safety, as advised by ICA and its in-country associates, in order to lessen the risk of traveler's diseases and injuries; to adhere to the reasonable directives of ICA and its in-country associates; to act in an appropriate social manner with fellow participants, ICA and its in-country associates; to act in an appropriate and respectful manner in accordance with the customs of the places visited; to complete the entire program itinerary, including all activities, as described in the final program itinerary; and to stay with the designated program leader on all scheduled activities.

If the participant violates any part of these Terms & Conditions or the ICA-Parent-Participant Agreement/ICA-Participant Agreement, if applicable, and ICA must intercede to resolve an issue, any expenses incurred, such as international phone calls, will be billed to the participant.

ICA and its in-country associates reserve the right, at their discretion, to ask any participant to leave the program if, in their judgment, the participant's further participation may be detrimental to him or herself, to other participants on the program, to ICA or its in-country associates; or, if the participant fails to comply with the aforementioned responsibilities. In the event that a participant is asked to leave the program, it shall be treated as a cancellation, subject to the Cancellation Policy. In addition, ICA will not be responsible for supervising the participant's departure from the country or for any expenses incurred in doing so.

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W A I V E R

LIMITATION OF LIABILITY

These paragraphs define our responsibility with respect to all of our programs. Please read them carefully. Payment of your deposit represents an acceptance of the following terms and conditions in addition to those accompanying this Waiver form, entitled Terms and Conditions.

International Cultural Adventures (ICA) gives notice that the services provided in connection with our programs are rendered by our in-country associates, who are local suppliers and contractors, not agents or employees of ICA. We act only as an agent for each participant in contracting arrangements for accommodations, meals, tours, transportation, and/or all related travel services in conjunction with our programs. While we endeavor to make travel arrangements with reputable suppliers or contractors, the participant expressly agrees that ICA shall not be liable for any delay, mishap, inconvenience, irregularity, or bodily injury, death to person, or damage to property occasioned through negligence (but not willful or fraudulent conduct) or default of any company or individual engaged in providing these arranged services. Each passenger conveyance, tour company, hotel accommodation, restaurant, etc. is subject to the laws of the country in which the service is rendered. ICA shall not be liable, directly or indirectly, for bodily injury, property damage or loss, or additional expense incurred for any reason whatsoever, including, but not limited to the following causes: acts of God, detention, annoyance, strikes, pilferage, theft, weather, quarantines, civil disturbance, default, changes in government regulations or restrictions, terrorism, war, the failure of any means of conveyance to arrive or depart as scheduled, or discrepancies or changes in transit or hotel services over which it has no control.

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

I, _____, HEREBY ACKNOWLEDGE that I have voluntarily applied to participate on the program designated on the Program Application (or a program that I may subsequently transfer to). I am aware that during my participation on any ICA program certain risks and dangers may arise, including, but not limited to: the hazards and challenges of traveling in mountainous terrain, high altitudes, or undeveloped areas; travel by raft, canoe, boat, bicycle, train, plane, automobile, horseback, or by other means of conveyance, or on foot; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in 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; the negligence (but not willful or fraudulent conduct) on the part of ICA, its in-country associates 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 on the program. ICA shall have no liability regarding the adequacy of any medical care, equipment or supplies that may be provided in conjunction with their programs. I understand and acknowledge that all fares of passage of travel and rates quoted have been quoted in good faith, but are subject to change without notice at the sole discretion of ICA. This includes changes due to currency fluctuations, inflation or any other circumstances. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS 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 INTERNATIONAL CULTURAL ADVENTURES AND ITS AGENTS OR ASSOCIATES FROM ALL ACTIONS, CLAIMS, OR DEMANDS FOR DAMAGES RESULTING IN MY PARTICIPATION ON THIS PROGRAM. I agree that if I bring any claim against ICA that it will be brought in the courts of the State of Massachusetts. In the event that any action or proceeding is brought by either of us, the prevailing party shall be entitled to a recovery of its costs and attorney's fees. 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 agreement and fully understand its contents. I am aware that this is a release of liability and a contract between ICA and myself, and I (and my parents, if under the age of 18) sign it of my own freewill. I also acknowledge that I have read carefully ICA's Terms and Conditions, which is a two page document accompanying hereto, including the "Cancellations" section, and agree to all stated conditions set forth there within.

Signature: _____ Date _____
(Participant)

Signature: _____ Date _____
(Parent or Legal Guardian must sign for persons under the age of 18)

Witness: _____ Date _____
(All participants need the signature of a witness)

PHYSICIAN'S APPROVAL FORM

Please present this form to your physician.

Your patient, _____, intends to participate on a **Spiritual Pilgrimage to Tibet** program, offered by **International Cultural Adventures**. This adventure program involves a variety of activities, including moderate walking around Kathmandu city, several domestic flights in Nepal, an extended drive across the Tibetan Plateau and a trek through Nepal and Tibet, which is the primary activity. The above-named person is agreeing to participate in these activities, which may include walking up to 6+ hours per day in a mountainous environment, at higher than normal altitudes and carrying a daypack of moderate weight. We will travel through remote areas, and it may be difficult for adequate aid to reach the participant in a timely manner in the event of an emergency. Furthermore, if the participant is taking any medications he/she will need to bring an adequate supply to last the entire program, because it may not be readily available in the areas we will be visiting.

Please indicate whether you approve of the above-named individual's participation in this program:

- I find no pre-existing medical conditions that I consider incompatible with participation in this adventure program.
- I am unable to recommend this individual for the aforementioned adventure program.

Remarks: _____

Please sign and date this form and return to your patient as soon as possible or send directly to **International Cultural Adventures** via scan and email or fax. Thank you.

Physician Signature: _____ Date: _____

PHOTO & QUOTATION RELEASE

I hereby grant permission to **International Cultural Adventures (ICA)** to publish any images (photographs or videos) taken of me while participating on any of its programs.

These images may be used in publications, audio-visual presentations, promotional literature and advertising, on its World Wide Web (WWW) site or in any other manner without further consideration.

I acknowledge **ICA's** right to crop or treat the images at its discretion.

I also understand that if an image of me is posted on the **ICA** Web Site, any computer user can download the image.

I also agree to allow **ICA** to use quotes or testimonials (verbal or written) that I provide about my experience on this program.

Therefore, I agree to indemnify and hold harmless from any claims **ICA** and all employees, shareholders and officers of **ICA**.

I hereby warrant that I (and the undersigned parent/guardian, if under the age of 18) am over eighteen (18) years of age, and am competent to contract in my own name so far as the above is concerned.

Participant's Name: _____
(Please print)

Signature: _____ Date _____
(Participant)

Signature: _____ Date _____
(Parent or Legal Guardian must sign for persons under the age of 18)

Witness: _____ Date _____
(All participants need the signature of a witness)