



Above the Clouds Inc.
 PO Box 388
 Hinesburg, VT 05461

APPLICATION FORM

Phone: (802) 482-4848 / (800) 233-4499 | Fax: (802) 482-5011 | Website: www.aboveclouds.com

#1. Last Name	First Name	Middle Name	Sex
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Passport Number	Place of Passport Issue	Passport Issue Date	Passport Expiry Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DOB (mm/dd/yy)	Place of Birth (City, State, Country)	Nationality	Occupation
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#2. Last Name	First Name	Middle Name	Sex
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Passport Number	Place of Passport Issue	Passport Issue Date	Passport Expiry Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DOB (mm/dd/yy)	Place of Birth (City, State, Country)	Nationality	Occupation
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Street Address	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address	Phone (Home):	Phone (Work):	Phone (Cell):
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

In case of emergency, please notify:

Name: Relation: Phone:

Street Address	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I/We wish to book the following trek:

Dates:

PAYMENT INFORMATION:
 I would like to use a credit card (AX MC VISA) to pay for the following: air tickets application deposit full land cost

Card Number:	Expiration Date:	CVC:
<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSUMPTION OF ALL RISKS:

I/We, _____, hereby acknowledge that I am aware that during the trip or vacation that I am participating in under the arrangements of Above the Clouds, Inc. and its agents of associates, certain risks and dangers may arise, including, but not limited to: the hazards of traveling in mountainous terrain, high altitude, the forces of nature, civil unrest, terrorism, travel by aircraft, boat, raft automobile, bus, elephant or other means of conveyance, and accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation.

RELEASE OF LIABILITY:

As lawful consideration for being permitted by Above the Clouds, Inc. to participate in such a trips and activities, I hereby agree that I will not make a claim against Above the Clouds, Inc. or sue for bodily injury, death, emotional trauma, and/or property damage resulting from the acts of an employee, agent or contractor of Above the Clouds, Inc. as a result of my participation on this trip. I hereby release Above the Clouds, Inc. and its agents and employees from and against any and all liability arising out of or connected in any way with my participation on the trip.

The Assumption of All Risks and Release of Liability agreements are entered into behalf of all members of my family, including any minors accompanying me. These arrangements are binding on my heirs, legal representatives and assigns. If any portion of these agreements is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Above the Clouds, Inc. be liable to any trip participant for more than \$500. All applications are subject to acceptance by Above the Clouds, Inc. Upon acceptance of my application, this agreement shall be deemed to have been entered into and to be performed at Burlington, Vermont and shall be construed according to the laws of the state of Vermont. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association at Boston, Massachusetts. Should the arbitration provision be held unenforceable, I agree that any legal action shall exclusively be brought before the appropriate District Court of the State of Vermont in Burlington, Vermont or Federal Court in Burlington, Vermont.

Please remember to check the box and sign the application at the bottom of the second page.

TERMS AND CONDITIONS

RESERVATIONS:

To reserve space on a trip, submit the enclosed Application Form with a non-refundable deposit of \$600 per person. You will be sent written confirmation and more information about the trip. We will invoice you for the balance, which is due 90 days prior to departure. Major credit cards (AX, MC, VISA) can be used for all payments, including airfare. Applications received within 21 days of departure are subject to a \$50 late filing fee.

CANCELLATIONS AND REFUNDS:

If you cancel your reservation, your full land cost will be returned less a cancellation fee as follows (computed as of date of our actual receipt of written cancellation notice):

More than 90 days	\$600 (nonrefundable deposit)
45 – 90 days	50% of land cost
≤ 44 days	100% of land cost

CANCELED TRIPS:

Above the Clouds, Inc. reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient signup or logistical problems, which will impede trip operations. The refund of all payments received shall release Above the Clouds, Inc. from any further liability. Above the Clouds, Inc. is not responsible for non-recoverable expenses incurred by trip members in preparing for a canceled trip, such as non-refundable advance purchase air tickets, visa fees, equipment, etc., nor for any necessary additional arrangements should the applicant have embarked prior to the group's departure date.

INSURANCE:

Due to the strenuous nature of our trips and the remoteness of our destinations, we will provide a travel insurance policy application to all trip members upon receipt of an application. While Above the Clouds, Inc. will attempt to secure the services of a trip doctor, we cannot guarantee the same, nor can a doctor be expected to be able to treat every form of emergency. We strongly urge each member to take out travel insurance to cover themselves for trip cancellation and medical evacuation.

MEDICAL & HEALTH:

It is vital that persons with medical problems make them known to us well before departure. The trip leader and/or trip doctor, if there is one, have the right to disqualify anyone at any time during the trip if he/she feels the trip member is incapable of safely completing the trip, or if a trip member's continued participation might jeopardize the safety of the group. Refunds are not given under such circumstances.

While Above the Clouds, Inc. will attempt to secure the services of a doctor on every trip where the need is obvious, we assume no liability regarding provision of medical care. Above the Clouds, Inc. offers physicians a discount of up to 50% of the Land Cost of trips requiring the services of a doctor. Interested physicians should write for further information, describing medical specialization and wilderness experience.

COVERED EXPENSES:

Accommodations are based on double occupancy for both hotels and tents. Single room arrangements are usually available for supplemental cost. We will do our best to find a suitable roommate for those desiring one, but if one is not available you will be given a single room and charged a single supplement. We reserve the right to raise the trip cost if there are exceptional cost increases beyond our control.

Land Cost includes all accommodations, all meals on trek, all breakfasts and some dinners in cities, services of guides, cooks, porters and drivers, all transfers and group transportation, permits and entrance fees, communal camping equipment, and domestic flights in country only. Not included are international airfare, passports, visas, immunization, insurance of any kind, medical costs, costs of evacuation from remote areas, alcoholic beverages, laundry, excess baggage charges, expenses arising from the delay or extension of a trip due to weather, political disputes, illness, failure of transportation or other causes beyond our reasonable control, tips to guides and staff.

RESPONSIBILITY:

Please read carefully. These paragraphs define our responsibility with respect to all of our trips. Payment of deposit represents an acceptance by the tour member of the following terms and conditions.

Above the Clouds, Inc. gives notice that services provided in connection with the itineraries listed in this brochure are rendered by suppliers who are not agents or employees of Above the Clouds, Inc. All of the arrangements for accommodations, meals, tours, transportation and all other related travel services have been made by Above the Clouds, Inc. only as agent for the individual tour member. While we endeavor to make travel arrangements with reputable travel suppliers, tour member expressly agrees that Above the Clouds, Inc. shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the negligence 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 state or country where the service is provided.

Above the Clouds, Inc. shall not be liable, directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to the following causes: acts of God, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft, negligence (including that of Above the Clouds, Inc.), to substitute hotels and leaders and to alter the itinerary when deemed necessary or advisable.

Trip members are responsible to select a trip appropriate to their abilities and interests. In order to assist you we grade each trip and are happy to discuss the trip with you as well as provide you with the names of past participants who can describe their experience of the trip you're interested in. Trip members are held responsible for being in sufficiently good health to undertake the trip. Trip members are responsible for preparing for the trip by studying the itinerary and pre-departure information packages sent by Above the Clouds, Inc. and for bringing the appropriate clothing and equipment as advised therein.

Above the Clouds, Inc. operates trips in parts of the world where political instability is not uncommon, and in backcountry areas subject to extreme weather conditions and other natural forces. Trip members are ultimately responsible for determining whether it is appropriate for them to travel to a particular destination, or to participate in any particular activity.

I / We have carefully read and do agree to all the conditions as stated under the heading, "Assumption of All Risks," "Release of Liability" and "Terms and Conditions", especially noting the policy on cancellations and refunds and I fully understand their contents, and agree to the same.

Signature of applicant / releasor _____ Date _____

Signature of applicant / releasor _____ Date _____

Signature of parent or legal guardian if applicant is under 21 _____

Please remember to check the box and sign the application at the bottom of this page.