



# INCA/Inca Floats, Inc.

INCA International Nature and Cultural Adventures • INCA is a division of Inca Floats, Inc.

INCA • 1311 63rd Street, Emeryville, CA 94608 • (510) 420-1550 • Fax: (510) 420-0947 • info@inca1.com



## TRIP APPLICATION

Please type or print CLEARLY all information requested

Name of Trip: \_\_\_\_\_ Date of Departure (mm/dd/yy): \_\_\_\_\_

Your Name **AS ON PASSPORT**

First: \_\_\_\_\_ Middle: \_\_\_\_\_

Last: \_\_\_\_\_ Nickname: \_\_\_\_\_ Gender (circle one): M F Age: \_\_\_\_\_

Address, Street: \_\_\_\_\_ City: \_\_\_\_\_ State, ZIP: \_\_\_\_\_

UPS/FedEx Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State, ZIP: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Occupation: \_\_\_\_\_

Birth date (mm/dd/yy): \_\_\_\_\_ Birthplace: \_\_\_\_\_

Passport #: \_\_\_\_\_ Country of Issue: \_\_\_\_\_

Issue Date (mm/dd/yy): \_\_\_\_\_ Expiration (mm/dd/yy): \_\_\_\_\_ Citizenship: \_\_\_\_\_

**Please check one:**  My passport is valid at least 6 months past my last date of travel.

I am renewing my passport and will provide all of the requested passport information as soon as I receive it.  
I understand that my trip arrangements cannot be finalized until all of my valid passport information is received by INCA.

Describe Your **Health** and Any Medical Restrictions \_\_\_\_\_  No restrictions

Describe Any **Diet** Restrictions or Preferences \_\_\_\_\_  No restrictions

(If we receive at least forty-five days' notice, we can usually accommodate special dietary requests. Note that a foreign cook's idea of a special diet may be different than yours. Please be specific about what you do and do not eat.)

**Emergency Contact** (someone who is NOT traveling with you): \_\_\_\_\_ Relationship: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

T-shirt size: (circle one) S M L XL XXL (Women, order one size smaller. We're sorry, but we do not have children's sizes.) Height: \_\_\_\_\_ Weight: \_\_\_\_\_

I am willing to share accommodation with (name, if known): \_\_\_\_\_

I prefer:  twin accommodation (separate beds)  double accommodation (shared bed)

I prefer single **cruise** accommodation and am willing to pay the supplement  I prefer single **hotel** accommodation and am willing to pay the supplement

On the **Trip Membership List** please include: Nickname:  yes  no Address:  yes  no Telephone:  yes  no E-mail:  yes  no

(This list is solely for the use of participants on your trip and will not be distributed to any other persons or organization.)

Please tell us how you learned of INCA/Inca Floats, Inc.: \_\_\_\_\_

Please send the INCA brochures and video to the following friend(s):

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_ Video (circle one): DVD VHS

Address (Street, City, State, Zip): \_\_\_\_\_

**This Application consists of 3 pages. Please read, complete and initial ALL pages for a valid application. Initials HERE:**

# Release of Liability and Assumption of All Risk

Please read the following terms and conditions carefully. These trips are offered by Inca Floats, Inc. which includes it, INCA (its d/b/a) its and their officers, directors, employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "INCA"), under the following terms and conditions.

Return of this unaltered, signed and initialed release is a prerequisite for participation on any INCA trip.

Please read carefully, initial in all six (6) places and sign where indicated.

I, \_\_\_\_\_, acknowledge that I have read the Terms and Conditions of the trip as detailed on the reverse side of this form as well as specifically the Limitation of Liability section. I agree to all such terms and conditions. In addition I am aware that I am taking a mountain trip, expedition, rafting adventure, cruise, tour or other trip, in which I will be exposed to various risks and dangers for which I assume all risk. These risks include, but are not limited to, disease or illness, epidemics or the threat thereof, the hazards of traveling in remote parts of countries without easy or any access to adequate, competent or appropriate medical care or evacuation services in the event of an emergency; harsh terrain such as deserts, unpredictable sea or river conditions, mountainous terrain, high altitude, lack of oxygen, lack of sanitation equipment, dangers incident to the sea or bodies of water such as submerged obstacles, marine life, etc., inherent risks of swimming, snorkeling or scuba diving; dangers incident to domestic or wild animals; dangerous or poisonous fauna or flora; delays incident to failures of transportation to arrive or depart in a timely manner; dangers incident to travel by aircraft, balloon, ship, yacht, boat, barge, panga, skiff, raft, canoe, kayak, train, motor coach, automobile, van, bicycle, ski lift, horseback, or other means of conveyance; the forces of nature, terrorism, criminal activity of any kind, terrorism or the threat thereof, acts of God, sickness or quarantine; dangers incident to travel on or with animals such as muleback, ponyback, camelback, elephantback as well as all other risks detailed in this contract. I am also aware and clearly understand that INCA does not own any accommodations, transportation, sightseeing venues, food providers and/or other travel services utilized on this trip, nor does it operate, control, manage or supervise any such supplier. Without limitation, if I engage in horseback, ponyback, muleback or other animal riding on this trip, I specifically agree to hold INCA harmless from any and all injuries I suffer regardless of cause. I am also aware and clearly understand that INCA will have no liability regarding provision of medical care, the availability of same or the adequacy of same. INITIALS HERE: \_\_\_\_\_ (#1)

I am voluntarily participating in these activities with knowledge of the dangers involved and agree to accept any and all risks including injury and death and verify this statement by placing my INITIALS HERE: \_\_\_\_\_ (#2)

I agree I will not make a claim against INCA for bodily injury, emotional trauma, death and/or property damage resulting from negligence (including that of INCA) or negligent or other acts or omissions, however caused, by third parties. I release and discharge INCA from all claims, actions and demands of any nature whatsoever (including claims for bodily injury, death, or property damage, inconvenience or any incidental or consequential damages) arising from my participation in the trip or expedition. INITIALS HERE: \_\_\_\_\_ (#3)

This Release of Liability and Assumption of All Risk Agreement is also entered into on behalf of any minors accompanying me. This Agreement is binding on my heirs, legal representatives and assigns. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect. All applications are subject to acceptance by INCA. Upon acceptance of my application, this agreement shall be deemed to have been entered into at Emeryville, California.

INITIALS HERE: \_\_\_\_\_ (#4)

**Arbitration:** I agree that any dispute concerning, relating or referring to this contract, website, the catalogue or other literature concerning my trip or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the then existing rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive California law excluding any application or consideration of California procedural law or of the California Arbitration Act.

INITIALS HERE: \_\_\_\_\_ (#5)

**California Seller of Travel Program:** California has established a Travel Consumer Restitution Fund under the California Seller of Travel Law. This fund is designed to protect consumers from unscrupulous practices by airfare ticket sellers or air charter operators. This law does not cover non-California residents and, even in the case of California residents, it does not cover any foreign travel where the foreign "providers of transportation or travel services" are not in compliance with the Seller of Travel Law (compliance being defined as registered as a Seller of Travel in California and a participant in the Travel Consumer Restitution Fund). Thus, none of INCA's trips qualify. The law requires all tour operators to advise each of their clients that they would not be eligible to make any claim from the Fund in the unlikely event of any default by INCA or any of our foreign suppliers. I understand that this means I am not eligible to make any claim against that Fund, and verify this statement by placing my INITIALS HERE: \_\_\_\_\_ (#6) CST #1013564-60

I have carefully read and agree to all the conditions as stated under the heading "Terms and Conditions" of the trip application including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I have also carefully read and agree to this entire Release of Liability and Assumption of All Risk and fully understand its contents.

Date \_\_\_\_\_ Signature of Applicant

Date \_\_\_\_\_ Signature of Parent or Legal Guardian if Applicant is under Age of 21

## Terms and Conditions

### How to Sign Up for a Trip

To join an INCA trip please telephone INCA at (510) 420-1550 or email info@inca1.com, to secure a "7-DAY HOLD" for the required number of spaces on the departure of your choice. Within 7 days you must pay your nonrefundable deposit(s) for each per person either by credit card (Visa or MasterCard) or by check (see Payment Schedule). Space will be held for only 7 days. If you have a current trip application, please complete, initial and sign it and include it with your deposit(s). If you do not have a current trip application or need additional applications, please request them to be sent to you immediately. On receipt of your deposit(s) and completed Trip Application(s), INCA will send you a detailed Trip Handbook, statements, and sample itinerary.

**NOTE: Your trip reservation is considered confirmed only when we receive your completed, signed, and unaltered trip application.**

Do not delay completion of this trip application while waiting for your passport renewal as missing passport numbers can be supplied at a later date.

### Covered Expenses

Land cost includes hotels (double occupancy), land and yacht transportation, yacht or ship accommodation (double occupancy), airport transfers only on the first and last day of the itinerary and only to or from the hotel indicated on the trip itinerary, other transfers specified in the itinerary, tips for hotel services, baggage handling, and storage at trip hotels, all guides, tours as indicated, fees to museums and archeological sites, and sightseeing arrangements as specified. All island and yacht meals are included as are meals indicated on the trip itinerary. Reservations are accepted for charters and for individual travelers on INCA's inclusive itineraries. No price reduction will be granted for any requested itinerary deviations, changes or omissions

### Expenses Not Included

Not included is any airfare, transfers to any hotel not specified in the itinerary, any extra services or any deviations from the trip itinerary, tips for the the yacht crew, guides or naturalists (at your discretion), laundry, alcoholic beverages, excess baggage charges, Galapagos National Park Fee or other items of a personal nature. Price also excludes any insurance coverage for trip cancellation/interruption, travel accident, travel delay, baggage delay or baggage theft (we recommend you obtain coverage for these items), medical, or hospitalization expenses. As currencies fluctuate in many countries of the world, INCA reserves the right to raise a trip or charter price at anytime before departure if there are exceptional cost increases (such as fuel surcharges) that are beyond our control.

### Payments

To confirm space send your nonrefundable but transferable deposit for each person as follows:

Deposit and Payment Schedule		
Trip Price	NRD*	1st Payment
\$3500 - \$4500	\$500	\$2500
\$4500 - \$5500	\$500	\$3000
\$5500 - \$6500	\$750	\$3500
\$6500 - \$7500	\$750	\$4000
\$7500 - \$8500	\$1000	\$4500
over \$8500	\$1500	\$ t/b/a

\*Nonrefundable deposit

All Antarctica & Arctic trips require a nonrefundable deposit that depends upon the trip length and category of accommodation and will be between \$1500 and \$3000.

All holiday departures require 2 times the above nonrefundable deposit.

**Requested single accommodations for an entire trip or for a yacht, ship or gulet suite upgrade, requires an additional nonrefundable deposit to be paid at the time of booking.**

**Only the nonrefundable deposit may be paid by credit card. Balance must be paid by check, money order, or wire transfer.**

**150 days** prior to departure an additional **1st Payment**, in the amount based on your trip's price, as indicated in the Deposit and Payment Schedule, is due. **Final** balance is due **90 days** prior to departure.

The above deposit and payment schedule does not apply to private charter trips. Private charter trips have the deposit and payment schedule stated in the charter contract.

If trip payments are not paid when due, INCA reserves the right to treat the reservation(s) as cancelled and to accept new reservation(s) for the space(s). Cancellation fee schedules will apply.

## Trust Account

California Law requires certain sellers of travel to have a trust account or bond. INCA has such a trust account.

## Cancellations, Transfers, Refunds

The deposit is nonrefundable. However, if we receive written notification cancelling your reservation at least 180 days prior to your planned departure, a one-time transfer of this deposit (less a \$200 per person processing fee) may be made to another date or to another person for any INCA trip that will depart anytime within one year from the original departure date. A transfer to another trip or departure date with less than 180 days notice before departure is considered a cancellation and re-booking of a reservation; thus all payments to date will be subject to the cancellation penalties below.

If we are notified in writing of cancellation of your reservation more than 150 days but less than 180 days prior to your trip departure, the deposit will be forfeited. After that time all payments will be refunded less the following cancellation fees computed as of the date of our **actual receipt of written cancellation notice**:

## Cancellation Fee Schedule

Date of notice prior to departure	Cancellation Fee as % of land cost
121-150 days	25%
91-120 days	50%
61-90 days	75%
60 days or less (including "no-show")	100%

The above terms do not apply to private charter trips. Private charter trips have the cancellation terms stated in the charter contract.

**Once a trip has started there will be no refunds for any unused portion of the trip. This includes any pre-trip or post-trip arrangements, transfers, meals, tours, hotels and any "no shows" due to delay or failure of transportation to arrive or depart on time. Insurance coverage for such risks may be purchased.**

We reserve the right to raise the trip fee at any time before departure if there are cost increases beyond our control.

## Cancelled Trips

Although INCA almost never cancels trips, we reserve the right to cancel any trip prior to departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the trip inadvisable. All trip payments which were received will be promptly refunded. This refund will be the limit of INCA's liability. INCA is not responsible for any expenses or damages incurred by trip members as a consequence of any cancellation, such as costs expended in preparing for the trip (including non-refundable or penalty-carrying airline tickets), special clothing, visa or passport fees, lost income, or any other trip-related losses or expenses.

## Trip Insurance

To cover your investment in your trip and any unforeseen medical emergencies, we recommend you purchase trip cancellation insurance coverage that would reimburse you for nonrefundable airfare and trip cancellation fees should you have to cancel your trip due to personal or family illness. See **Travel Insurance Select Part A** brochure for details and limits of insurance coverage that would reimburse you for pre-departure trip cancellation or post-departure trip interruption (limited to the amount of coverage you purchased), lost baggage or travel documents, delayed luggage, for reasonable accommodation and travel expenses if your trip is delayed, accident death or dismemberment, and coverage for emergency medical expenses including emergency medical evacuation. See **Travel Insurance Select Part B Cancel For Any Reason Upgrade** that together with **Travel Insurance Select Part A** provides trip cancellation insurance coverage for up to 75% of the Nonrefundable cost of your trip for any reason.

**Travel Insurance Select** brochure with details, rates and insurance coverage application is available from our office.

**Note: Medicare does not provide coverage outside of the United States.**

## Special Diets

If we receive at least 45 days' notice, we can usually accommodate special dietary requests. For vegetarians there are usually plenty of fresh vegetables, rice, potatoes, fruit, and juices. You may wish to bring your favorite snacks if you are on a restrictive diet.

## Smoking

No smoking is allowed in yachts, ships, boats, buses, vans, automobiles or during any group dining.

Smoking is permitted only outside on deck on our chartered yachts. If you are a smoker and we cannot pair you with a suitable other smoker, we must charge you an additional fee for a single hotel room as nonsmokers prefer not to share hotel accommodations with smokers.

## Accommodations & Traveling Alone

Accommodations are based on double occupancy, two persons to a room or cabin. Most single travelers are easily paired with a trip member of the same sex. However, if there is no appropriate member with whom you may share, you may have to pay a single supplement for the trip or for single hotel accommodations to cover our additional costs.

## Physical Fitness

These trips may be taken by anyone in good physical condition. Even an easy trip is more enjoyable if you are fit. As you will have to go up and down stairways, walk over irregular terrain, and get on and off the yacht from a small skiff, you are encouraged to get in shape by exercising regularly. Some itineraries require walking or hiking over mountainous terrain on challenging trails, sometimes at high altitude. Running, hiking, swimming, bicycling, and aerobics are all good conditioners. Please call us if you have any questions about your ability to do a particular trip. Once a trip has started and it is necessary for you to leave the trip because it is beyond your physical abilities, please note that there will be no refunds for any unused portion of the trip.

## Medical

You must be in generally good health. It is vital that persons with medical problems and related dietary restrictions make them known to us well before departure. Our staff will discuss with you the advisability of the particular trip you have selected. The trip leader has the right to disqualify any member from the group at any time if considered medically necessary to avoid endangering the welfare of the group. Refunds are not given under such circumstances.

INCA is not a medical facility and has no expertise or responsibility regarding which medications or inoculations you and your private physician should decide necessary for your safe participation on the trip. A list of commonly taken inoculations and immunizations by travelers to the destination of your trip will be sent upon receipt of your reservation deposit and Trip Application.

INCA assumes no liability regarding provision of medical care. Trip members are urged to check their coverage to be sure it is adequate.

## Limitation of Liability of INCA/Inca Floats, Inc.

This section defines our responsibility with respect to all of our trips. Please read it carefully. Payment of your reservation deposit(s) represents your acceptance of all terms and conditions outlined anywhere within this document.

INCA arranges accommodations, transportation, and related travel services and offers same to the passenger only upon the express condition that INCA shall not be liable for any injury, damage, death, delay, mishap, inconvenience, or irregularity occasioned through the negligent or willful failure to act of any person or company which is to or does provide services in conjunction with this tour, including, without limitation, the negligence of INCA. INCA does not own, operate, control, manage, or supervise any supplier of goods or services to the trip, nor does it own any accommodations, transportation, and/or related travel services utilized on this trip. INCA is not responsible for the acts or inactions of third parties to this trip and bears no responsibility for any action or inaction of any such third parties.

INCA is not liable for any damage, loss, death, injury, inconvenience or expense from any such action or inaction including, without limitation, those resulting directly or indirectly from acts of God or force majeure, downgrading of accommodations or hotel problems of any kind, from governmental actions of any kind, weather, sickness or epidemics or the threat thereof, financial difficulties or insolvency of suppliers, contaminated or unwholesome food, strikes or labor disturbances, theft or criminal activity of any kind, terrorism or the threat thereof, lack of availability or access to adequate, competent or appropriate medical care or evacuation services, any of the risks described in page one of this document such as harsh terrain, high altitude, oxygen deprivation, sanitation problems, scuba diving, boating or swimming, dangers incident to the sea, animal riding, dangers incident to wild or domestic animals and dangerous or poisonous fauna or flora, delays incident to or failures of transportation mechanisms to arrive or depart in a timely or safe manner, or from any other cause.

Without limiting the above, INCA is not responsible for any additional expenses or for unforeseen delays resulting from any of the above. INCA is not responsible for additional hotel nights not specified in the individual trip itineraries which may be required en route prior to or following a trip caused by airline scheduling or schedule changes or by individual clients' travel arrangements or by other factors. INCA assumes no responsibility for loss or damage to baggage or personal property.

In no event shall INCA have any liability for incidental or consequential damages, however characterized.

INCA reserves the right to substitute hotels, leaders, and yachts, and to alter the itinerary when deemed necessary or advisable. As currencies fluctuate in many countries of the world, INCA reserves the right to raise a trip or charter price at anytime before departure if there are exceptional cost increases (such as fuel surcharges) that are beyond our control.

Participants are solely responsible for obtaining their own passports, insuring the ongoing validity of same and for obtaining any necessary visas or other necessary travel documents.

INCA reserves the right to decline to accept or retain any person or member on any trip should such person's actions or general deportment impede the operation of the trip, create a safety problem or impact the rights, welfare or enjoyment of other members of the trip. No refunds will be given in any such circumstances.

INCA reserves the right to take photographic or film records of any of our trips, and may use any such records for promotional and/or commercial purposes.