



All-Star Grand Canyon Tours, Inc.® - 2420 North Third Street, Suite D - Flagstaff, AZ 86004

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ALL-STAR GRAND CANYON TOURS, INC.® (AST's) - TERMS & CONDITIONS

Single Day Group Tours & Hikes - Reservations, Payments & Cancellation

The total tour cost is due at the time of reservation and a receipt will be provided at time of payment.

Guests may cancel for a full refund with a minimum of 24 hours notice before a tour begins. No refunds will be given if a cancellation occurs with less than 24 hours notice.

Guests may change tour date at no cost with a minimum of 24 hours notice before a tour begins. Tour must be rescheduled to a date within one year of your originally scheduled tour.

Services provided by AST's that are outside of the scope of services outlined in the itinerary may incur further charges.

Single Day & Custom Private Tours - Reservations, Payments & Cancellation

Custom Private Tours require a non-refundable \$500 itinerary planning fee to begin creation of a custom tour itinerary with two itinerary revisions, complimentary. Any further revisions are subject to a \$200, non-refundable fee that will not be applied to the total cost of the tour. Once an itinerary and price quote is provided, you may keep the itinerary at no further cost. If a guest decides to hire AST's to implement the itinerary, 50% of the total tour cost is due at the time of hire. The \$500 itinerary planning fee will be applied to the cost of the tour. Balance in full is due 30 days before tour departure or at time of hire if less than 30 days before tour is to begin.

Single day private tours and hikes that are similar to our group style tours and hikes do not require a \$500 planning fee.

Guest cancellations and rescheduling terms are dependent on the services provided and a customized terms and conditions containing cancellation/rescheduling timeframe will be provided with each itinerary. Generally speaking most Custom Private Tours require but are not limited to between 72 hours and 14 days notice to reschedule or cancel. Rescheduling may incur additional costs depending on the services provided as part of an itinerary.

AST's goal is to provide you with the best tour possible and we understand that vacation plans can change due to unforeseeable circumstances. We treat each circumstance on a case by case basis and create custom terms with this in mind. However, it is always a good idea to purchase trip insurance to cover the trip in the event you are unable to cancel a tour in time for AST's to cancel or reschedule third-party reservations or recoup funds already expended in anticipation of a tour.

Services provided by AST's that are outside of the scope of services outlined in the itinerary may incur further charges.

Trips, Hikes, and Tours Cancelled by AST's

AST's reserves the right to cancel any tour offered for any reason. In such case, a full refund of tour cost will be made. AST's will not be responsible for expenses incurred by guests in anticipation of the cancelled tour (including, but not limited to, non-refundable travel expenses, clothing or equipment purchases, or accommodation costs).

Guest Health and Medical Needs

It is of the utmost importance that persons with medical conditions and needs notify us of such in writing prior to purchase or well before the tour departure. The tour leader at their sole discretion may disqualify a guest at any time during the tour if they feel a guest is incapable of safely continuing the tour and/or could jeopardize their own well-being or that of others in the group. Refunds are not given under such circumstances.

Weather

AST's cannot control the weather and tours occur rain or shine. Under certain circumstances AST's will cancel a tour due to unsafe weather or road conditions. In those instances guests will be refunded or rescheduled. In some instances AST's will

contact guests prior to a tour to offer the opportunity for a guest to reschedule at no extra cost due to high likelihood of weather that may create less than ideal touring conditions. If a guest chooses to tour at the original date and time no refunds will be given if a tour does not meet the expectations of the guest.

Responsibilities of Guest Participation on Tours

Tour guests have certain responsibilities to the tour leader. Guests are responsible for understanding fully the conditions of the particular tour they have decided to join. This is especially true for hiking and overnight backpacking adventures. The tour leader has full authority to ask a guest to leave or not participate on departure day if further participation may be detrimental to the individual or the group. Please discuss honestly and clearly with our office staff and guides your limitations and/or concerns.

Guest Acknowledgement of Risk, Acceptance of Responsibility, Release of Liability

DUTY OF PARTICIPANTS: Some recreational activities conducted by AST's are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by AST's. By purchasing a tour guests agree to the following:

- (a) Guests shall not interfere with the running or operation of AST's when such activities conform to the rules and regulations of the State of Arizona;
- (b) Guests shall not use any of AST's equipment or facilities or services if they do not have the ability to use such facilities, equipment, or services safely without instructions until they have requested and received sufficient instruction to permit safe usage;
- (c) Guests shall not engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to or causes injury to any person.
- (d) Guests shall not embark on any self-initiated activity without first informing AST's and receiving permission from AST's to engage in such self-initiated activity.

PURCHASING A TOUR FROM VIA THE TELEPHONE OR FROM OUR WEBSITE USING THE 'AGREE AND PAY' BUTTON IS AN ELECTRONIC SIGNATURE AND MEANS YOU AGREE TO THE FOLLOWING STATEMENTS:

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I, being aware that this activity entails risks or injuries to myself and a risk or injury to spectators or third-parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused to others (including attorneys' fees and costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

RELEASE: In consideration of the services and/or property provided. I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release AST's, its principals, directors, officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorney's fees and costs should I bring a legal action against you and lose.

ENTIRE AGREEMENT: I understand that this is the entire Agreement between myself and AST's, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee of AST's or by me.

* Group backpacking tours have their own separate terms and conditions and are not bound by this agreement.