



ALL-STAR GRAND CANYON TOURS, INC.® - TERMS, CONDITIONS, AND RELEASE

In consideration of the services of All-Star Grand Canyon Tours, Inc., their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "ASGCT") I agree as follows:

Reservations, Payments, Cancellation, and Rescheduling

The total tour cost is due at the time of reservation and a receipt will be provided at time of payment. In the event that a permit is required, such as for a Grand Canyon Backpacking trip, a \$500 refundable deposit will be collected to begin permit process. If ASGCT is unable to secure a permit, your full deposit will be refunded. Once a permit is secured you may refuse the permit and forfeit your deposit or try for a second permit at a future date. If a second permit is issued and you refuse it, the deposit will be forfeited. Upon acceptance of the permit a 50% payment will be required (the deposit will be applied towards this cost). The remaining 50% will be due and payable 30 days before your trip.

When using a credit/debit card for payment a **transaction fee of 5% is non-refundable** (included in the total paid) because banks do not refund this transaction fee when ASGCT refunds you. To make this fee refundable, please pay via check or wire transfer.

ASGCT 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 may (but are not required to) create custom terms to mitigate the unforeseen. However, it is always a good idea to purchase trip insurance to cover your trip.

Non-Refundable Planning Fee

Some Custom Private Tours may require a non-refundable \$500 itinerary planning fee to create a custom tour itinerary which includes two revisions. Any further revisions are subject to a \$200 non-refundable fee. Once an itinerary and price quote are provided, you may keep the itinerary at no further cost and use it as you desire or hire ASGCT to implement the itinerary for the quoted price.

Cancellation refund schedule:

- **Any deposits made towards backpacking or other permits will be forfeited if a permit has been issued.**
- **7 days or greater:** 100% of payment refunded, less transaction fee if a credit/debit card was used to pay.
- **Less than 7 days:** 100% of payment, less transaction fee if a credit/debit card was used to pay. Any costs incurred to prepare for your tour, which may include (but not limited to) labor, food, supplies, permits, or gear will also be deducted. A list of these costs will be provided.
- **72 hours:** maximum 75% of payment, which includes any costs incurred to prepare for your tour, which may include (but not limited to) transaction fees, labor, food, supplies, permits, or gear. A list of these costs will be provided.
- **48 hours:** maximum of 50% of payment, which includes any costs incurred to prepare for your tour, which may include (but not limited to) transaction fees, labor, food, supplies, permits, or gear. A list of these costs will be provided.
- **24 hours:** maximum 25% of payment, which includes any costs incurred to prepare for your tour, which may include (but not limited to) transaction fees, labor, food, supplies, permits, or gear. A list of these costs will be provided.
- **Less than 24 hours:** No refund will be provided.

Rescheduling

Participants may change tour date at no cost with a minimum of 24 hours notice before a tour begins. Tour must be rescheduled within one year. ASGCT reserves the right to recoup the costs of perishable items such as catered lunches in the event of a last minute rescheduling.

Other Services

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

Third-party services including (but not limited to) hotel reservations, helicopter tours, and restaurant reservations, will be governed by the refund terms and conditions provided by the third-party. These terms will be provided upon request.

Tours and Hikes Cancelled by ASGCT

ASGCT reserves the right to cancel any tour offered for any reason. In such case, a full refund of tour cost will be made (including transaction fees). ASGCT will not be responsible for expenses incurred by participants in anticipation of the cancelled tour (including, but not limited to: non-refundable travel expenses, clothing or equipment purchases, or accommodation costs). We do recommend you purchase travel insurance.

Participant 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. The tour leader at their sole discretion may disqualify a participant at any time during the tour if they feel a participant 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

ASGCT cannot control the weather and tours occur rain or shine. Under certain circumstances ASGCT will cancel a tour due to unsafe conditions. In those instances participants will be fully refunded or rescheduled. In some instances ASGCT will contact participants prior to a tour to offer the opportunity for a participant to reschedule at no extra cost due to high likelihood of weather that may create less than ideal touring conditions. If a participant chooses to tour on the original date and time no refunds will be given if a tour does not meet the expectations of the participant.

Participant Duties, Acknowledgement of Risk, and Acceptance of Responsibility

PURCHASING A TOUR VIA THE TELEPHONE, FROM OUR WEBSITE USING THE 'AGREE AND PAY' BUTTON, OR ANY OTHER METHOD SHALL MEAN YOU AGREE TO AND ACCEPT THE FOLLOWING STATEMENTS:

Tour participants have certain responsibilities to the tour leader. Participants 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 participant 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.

DUTY OF PARTICIPANTS: Some recreational activities conducted by ASGCT are hazardous to participants regardless of all feasible safety measures we are able to take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by ASGCT. By purchasing a tour, participants must agree to and accept the following statements:

- (a) Participants shall not interfere with the running or operation of ASGCT when such activities conform to the rules and regulations of the State of Arizona;
- (b) Participants shall not use any of ASGCT 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) Participants shall not engage in any harmful conduct, and shall not willfully or negligently engage in any type of conduct which contributes to or causes injury to any person.
- (d) Participants shall not embark on any self-initiated activity without first informing ASGCT and receiving permission from ASGCT to engage in such self-initiated activity.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of ASGCT has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

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 on my part. 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.

I certify that I am fully capable of participating in this activity.

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