



## **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 "AST's") I agree as follows:

### **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. Participants 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.

Participants 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.

### **Group Backpacking Tours - Reservations, Payments & Cancellation**

Private Backpacking tours are considered "Custom Private Tours" and should see next section below.

Group Backpacking tours require a \$100 per participant deposit. This will be refunded if we are unable to procure a permit for the tour. Full payment for the tour is required 30 days before the tour date.

Group Backpacking participants who cancel at least 30 days prior to tour departure will receive a full refund, minus the \$100 per person deposit. Participants who cancel within 30 days will receive a 50% refund of the total tour cost.

Group Backpacking participants may transfer without penalty to another tour date at least 30 days or more before your scheduled tour departure date. 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 are provided, you may keep the itinerary at no further cost. If a participant 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. Private Backpacking tours will not be subject to a planning fee until a permit is procured from the Park Service.

Participant 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 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.

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

### **Tours and Hikes 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 participants in anticipation of the cancelled tour (including, but not limited to: non-refundable travel expenses, clothing or equipment purchases, or accommodation costs).

### **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 or well before the tour departure. 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**

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 participants will be refunded or rescheduled. In some instances AST's 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 at 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 AST's 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 AST's. By purchasing a tour, participants must agree to and accept the following statements:

- (a) Participants 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) Participants 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) 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 AST's and receiving permission from AST's 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 AST's 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 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.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Name (if participant is under 18)

\_\_\_\_\_  
Participant's Signature (if participant is under 18)

\_\_\_\_\_  
Date