

MOUNTAIN LEGENDS INC
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QUITO - ECUADOR



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EXPEDITION

Name of Expedition: _____ Dates of Expedition: _____
Full Legal Name: _____ Preferred Name: _____
Mailing Address: _____
City/State/Zip: _____
Home Phone: _____ Work Phone: _____
Cell: _____ Occupation: _____
Email address _____
Date of Birth: _____ Sex: _____ Height: _____ Weight: _____
In Case of Emergency please notify: _____
Relationship: _____ Address: _____
Phone: _____

Passport number: _____ Date of Expiration: _____
Date of Issue: _____ Place of Issue: _____
Place of Birth: _____ Citizenship: _____
All expedition based on shared accommodation. If prefer single accommodations at an additional cost ___ No ___ Yes

How did you hear about Mountain Legends Inc?

Have You Read and Signed the Terms & Conditions, Release and Medical Form pages of the application? _____

PAYMENT INFORMATION:

I am paying my deposit (US 150.00 includes non-refundable application fee)
 I am paying my balance due.
 I have already placed my deposit for this program.
Upon receipt of deposit, we will send a written notice of acceptance and confirmation of expedition.
Thank you.
I have enclosed \$ _____

WIRE TRANSFERS BANCO DEL PACIFICO OR BANCO DEL PICHINCHA ECUADOR OR WESTERN UNION DEPOSIT.

TERMS AND CONDITIONS, CANCELLATION AND REFUND POLICY:

Note: Mountain Legends Inc highly recommends travel insurance including cancellation insurance for all expeditions.

Due to the nature and heavy costs of government and operator permits, Mountain Legends Inc. must adhere to a stringent refund policy. Specific brochure cancellation and refund policies may supercede those enumerated below.

- Each deposit, regardless of amount, includes a \$150.00 non-refundable registration fee.
- All Expedition balances are due 90 days prior to departure date unless otherwise specified.
- Full refunds, less registration fee, will be provided 90-days prior to trip and/or expedition date.
- 50% refunds will be provided 60-89 days prior to course, trek and/or expedition date.
- No refunds will be provided 59-days prior to course, trek and/or expedition date.
- Participants whose balances are not received by the 90-day deadline as stated above, risk forfeiture of their place on the expedition.
- All refund requests must be made in writing and be received in our office within the 90-day period, as stated above.

TRIP CANCELLATION INSURANCE:

We highly recommend travel insurance as well as trip cancellation insurance.

PARTICIPANT RESPONSABILITY:

Trip participants are responsible for their own well-being. This includes good health and strong physical condition. Participants joining any mountaineering expedition may be required to obtain a physician's release prior to departure. Expedition members are responsible for: knowing all pre departure information, preparing proper equipment and clothing, conforming to basic standards of personal hygiene (to minimize the risk of travelers diseases) and acting in a considerate manner toward all group members and with respect for each country's customs. Participant also agrees to follow the appropriate Leave No Trace practices. Participants are prohibited from using illegal drugs and alcohol while on Mountain Legends Inc climbs. Participant gives their consent for ML Inc to use their photograph, likeness and/or voice to be used in its publications, including its website.

AIRLINE RESPONSIBILITY:

The airline company will not be held responsible for any act, omission or event while the passenger is not on-board the designated aircraft or terminal conveyance. Passenger/Airline contracts stand in effect while the passenger is on-board each particular aircraft. This applies to all carriers.

CONDITIONS OF CLIMBING EXPEDITIONS:

We are committed to helping climbers achieve their personal goals safely and enjoyably. Mountain Legends Inc., its owners, agents, employees, officers, directors, associates, affiliated companies and subcontractors (herein after collectively referred to as "ML Inc"), hereby give notice that they act only as agents for hotels, transportation companies, land operators and suppliers of travel services. ML Inc assumes no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, inn, lodge or hotel which may be used wholly, or in part, for services to Mountain Legends Inc. and its clients. ML Inc , its operators, airlines and agents will not be responsible for any act, error, omission, nor for any injury, loss accident, delay, inconvenience, irregularity or damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, government restrictions or failure of any means of conveyance to adhere to published schedule.

ML Inc reserves the right to change the price of, cancel or withdraw any expedition for any reason whatsoever prior to departure. After departure, ML Inc reserves the right to alter or omit any part of the itinerary, to substitute hotels or leaders, to change any means of conveyance without notice and without allowance of refund, with liability for increased costs (if any) borne by the expedition members. ML Inc reserves the right to accept or reject any person as a expedition member at any time.

I understand, and am aware, that during the expedition in which I am currently participating, or will participate in, under the arrangements of ML Inc, certain risks and dangers may arise including, but not limited to: altitude; steep or treacherous terrain; inclement weather; avalanches, rock fall and other natural occurrences; misuse, failure or loss of equipment; shortage

of food or water supply; the hazards of traveling in politically unstable areas; the dangers of civil disturbances and war; the forces of nature; acts or omissions of ML Inc ; travel by boat, automobile, train, ship, aircraft or other means of conveyance; and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance.

I certify that I am familiar with the dangers, hazards and risks incident to trekking and mountain climbing expeditions. And I accept and clearly understand that these hazards and risks may result in personal injuries to myself and others, including paralysis and death, and hereby expressly assume all of the above risks including, the risks of acts or omissions of ML Inc, and do hereby expressly agree to hold ML Inc harmless and defend them against any and all liability.

In consideration of the services furnished me, and to be furnished me as a member of this mountaineering expedition, I hereby release ML Inc and all the members of the mountaineering expedition from any and all damages, injuries, losses, or any cause of action which may result in me, my legal representatives or others purporting to exercise statutory or other rights arising out of, or in connection with this expedition. And I hereby assume each and every damage incident to my participation, and agree to indemnify and hold harmless ML Inc and all members of the expedition against any sums which they, or any of them may be subject to pay in consequence of any claim or demand by or through me, or resulting from my being a member of this mountaineering expedition.

I agree to all TERMS AND CONDITIONS as stated above.

Signed: _____ Date: _____

Please print full name: _____

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Mountain Legends Inc, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ML Inc"), I hereby agree to release, indemnify, and discharge ML Inc, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in a guided mountaineering trip entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ML Inc employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ML Inc from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ML Inc's equipment or facilities, including any such claims

which allege negligent acts or omissions of ML Inc.

4. Should ML Inc or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ML Inc, I agree to do so solely in Quito Ecuador, and I further agree that the substantive law of that country shall apply in that action without regard to the conflict of law rules of that country. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ML Inc on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Tel _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of (print minor's name) ("Minor") being permitted by ML Inc to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ML Inc from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature _____ Print Name _____ date: _____

MEDICAL INFORMATION

Please answer each question, providing detailed information on dates and type of medical treatment. Please attach a separate sheet if necessary. Your signature on this form certifies that your statements below are true. Mountain Legends Inc reserves the right to refuse service at the climber's expense due to misrepresentation of medical and biographical information.

1. Have you ever had frostbite or any related cold weather injury/illness No Yes. Please describe:
2. Have you ever experienced any form of altitude illness? If so, please describe rate-of-ascent, altitude, medication and recovery procedures. No Yes. Please describe:
3. List any major accidents, illnesses or operations you have had in the past five years.
4. List any/all physical/mental limitations or medical conditions that may restrict your ability to climb on this expedition.
5. Do you have back or knee problems? No Yes. Please describe
6. List any/all medications you will be taking on this trip and why:
7. List any/all allergies to food and/or medication: _____
8. Dietary restrictions (specify): None Vegetarian Other
9. Do you wear corrective lenses? No Yes
10. Do you smoke? No Yes
11. Are you familiar with standard first-aid and current CPR techniques? No Yes

FITNESS/CLIMBING BIO

Please describe what you do to keep fit and any/all mountaineering and other outdoor experience you may have. This information is very useful, as we strive to cater each trip to match individual needs and goals. Signing this form indicates that you understand and comply with the physical

fitness requirements for your program.

Weekly fitness routine: _____

How will you modify your training regimen to prepare for this trip? (If applicable)

Please list any/all mountaineering and other outdoor experience you may have. Attach additional sheet if necessary.

Signature of participant: _____

Name of Participant: _____ Today's Date: _____

Name & Date of Trip: _____