



## Terms and Conditions

If booking by email we will need the following information from you:

1. The **program** and **dates** you wish to book,
2. Your **name(s)**, **postal address**, **tel**, **fax** and **email**.
3. **If prerequisite required** please list related experiences.
4. To help with planning we also like to have an idea of your age, we need to know any special **dietary preferences**, any **medical conditions** you have which we need to know about, list any **gear** (ie boot rentals) you need along with boot sizes etc.

### Payments

For weekend programs full payment must accompany booking. For longer programs the deposit will be 50% when you reserve/ book your trip . Balance of payment is due 6 weeks before program starts. Full payment must accompany bookings made less than 4 weeks before the trip starts.

**After Booking:** Along with all relevant receipts we will send you a sample copy of our waiver which we will ask you to sign when you meet us and, if appropriate an experience questionnaire.

### Booking Conditions

1. Registration is dependent on **waiver completion** and you must be covered by a **travel insurance** (email us for advice at [info@andescross.com](mailto:info@andescross.com))
2. Andescross and any of his guides reserves the right to change or cancel any itinerary or service at any time due to weather, conditions or other reasons without penalty to Andescross.
3. The participation of any person on any program is continually subject to the discretion of the program leader and Andescross.
4. Andescross accepts no responsibility for the actions of persons and/or companies supplying goods and/or services as part of these packages or for any extra costs that may arise from the complication or prolongation of any program for any reason.
5. Your physician must clear any health problems that may affect your participation in any program.
6. In the unlikely event of an emergency, participants may, depending upon program location be liable for any rescue or evacuation costs incurred either on their behalf or as a result of their actions.

### Cancellations and Refunds

Should Andescross cancel a program payment will be refunded.

Should client cancel his booking for any reason the following penalties apply:

1. If canceling most programs up to 8 weeks before program start US\$ 400 per participant will be withheld.
2. Between 8 and 6 week before program start deposit is forfeited.
3. Cancellation less than 6 weeks before program start and during program results in loss of entire amount paid.

**Cancellations during the activity:**

- The program can be modified and changed anytime if the guide decides that fitness level, weather or other dangers are involved in the original plan. He has the right to modify the itinerary without previous communication to clients

**- About weather conditions:**

It is a fact that the weather in Patagonia and the mountains in general is unpredictable, implying situations where the weather can change in few hours forcing the guide to cancel the activity for safety reasons.

Strong winds can be an impediment to access some points where the tunnel shape of the valley makes the wind pickup speed and sometimes is almost impossible to keep moving forward, so in cases like this, or any other meteorological fact, the guide in charge can turn around and change the plan without previous notification.

**- About physical and psychical condition of the client:**

Mountaineering, trekking, ascents, expeditions, biking, climbing, kayaking are activities of great physical and psychic demand. Bad weather and strong winds demand more energy than normal, so every participant has to be aware of this and be sure his fitness level is according to the trip that they book.

Be aware that for most of the programs you will have to deal with nice open hiking / biking trails. For mountaineering trips you will transit glacier and moraines terrain, scree slopes and other kind of terrain that is physical and psychologically demanding and can cause a problem if participant is not experienced enough.

In case a participant's physical/ psychic condition is below the average of the group/ program, or does not reach the level required, the guide will have the rights to cancel the activity for the participant. This participant will abandon expedition and will be taken safely back to civilization.

IN NONE OF THESE CASES, WILL THERE BE A REFUND OF THE AMOUNT PAID FOR THE ENTIRE TRIP

ALL EXTRA EXPENSES OF HOTELS, EXTRA GUIDE, RESTAURANTS, HOTELS OR OTHER COST GENERATED BY THIS EXTRA WILL BE COVERED BY THE CLIENT.

**Limitations of liability**

In many cases, suppliers of tour services are independent contractors to Andescross, not its employees. For example, we use independent ground operators, tour guides, hotels, transportation companies, drivers, and other suppliers. Because we do not own, operate, manage, control, or supervise these entities, we cannot be liable for any acts or omissions, including any negligence, gross negligence, or reckless or willful acts, on their part. Andescross, its owners, agents, directors, shareholders, and employees assume no responsibility for any injury, loss, damage, delay, or death to person or property arising from the negligent or willful act or failure to act of any person who is to or does provide goods or services for this trip or for the action or

inaction of any other third party. Without limitation, Andescross is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise, detention, assaults, theft or criminal activity, annoyance, delays, quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well being of the passengers. The right is reserved to substitute hotels, alter the itinerary, and reverse the order of places to be visited. You will be informed of any necessary changes in a timely fashion.

On advancement of deposit to Andescross, the depositor therefore agrees to be bound by the above recited terms and conditions. These are partial conditions.

**I accept the Terms and Conditions detailed above.**

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

**Jorge Kozulj**  
**Owner UIAGM Guide**  
**or**  
**Witness guide or staff of Andescross**

Date: \_\_\_\_\_ Date: \_\_\_\_\_