# PACE'S TERMS AND CONDITIONS

Please read this carefully and return the "Acceptance of Terms & Conditions."

### **Itinerary Changes**

**Please Note:** Due to the nature of the programs we provide, hotels, modes of transportation, and, in some cases, itineraries, are all subject to change.

## Getting to the Starting Point of PACE's Trips

PACE's travelers are responsible for getting to the starting point of PACE's trips, and should airlines fail to deliver them on time to participate, there will be no refund made for missed services. We are happy to recommend travel agents who can assist guests with their air tickets.

### **Cell & Satellite Phone Usage on Trips**

Guests who require access to a cellular phone may carry one during their trips with us. However, please check with your carrier several weeks before departing concerning your carrier's cellular plan and the suitability of your phone in the travel area.

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It is PACE's and our cooperating agents' and representatives' goal to select reliable suppliers and contractors to provide transportation, hotels, guides and other travel-related services; we do not assume responsibility, directly or indirectly, for any loss, damage or injury to property or person in connection with such services. Each traveler agrees not to hold PACE, its owners, employees, agents and representatives liable, in the absence of their own gross negligence, for any loss or injury, expense or damage that results directly or indirectly from any act or omission of any person or firm that is to or does provide goods or services in connection with the trip or with any available option. You agree that PACE and its cooperating agents and representatives shall not be liable for circumstances arising as a result of acts of God, weather, detention,

annoyance, delays and expenses arising from quarantine, strikes, theft, pilferage, force majeure, military, political or terrorist action, civil disturbances, government restrictions, failure of any means of conveyance to arrive or depart as scheduled, and discrepancies or changes in transit over which they have no control. PACE reserves the right to change the program fee, dates or itinerary with little or no notice. If such changes do occur, no refunds will be made beyond those described in our cancellation policy, and PACE will not be liable for expenses incurred as a result of the change (such as air ticket change fees, etc.).

### Safety & Trip Enjoyment

PACE plans these trips in natural areas where the environment can sometimes lead to unpredictable conditions. To avoid possibly dangerous situations, it is extremely important that all travelers demonstrate reasonable consideration for all staff and all other travelers, and that each participant participate responsibly and within each person's own abilities. We reserve the right to prohibit any traveler from continuing on a journey if, in our opinion, that traveler's actions pose a threat to the safety of her/himself, others, or if that traveler's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others, as determined by PACE's staff. Should a guest be asked to leave a trip, there will be no return of unused funds, nor will PACE be responsible for additional expenses incurred by the guest for accommodation, return transport, etc. Participation in the program will require that travelers sign releases and covenants not to sue PACE, or its participating agents or representatives. On advancement of a deposit, the traveler agrees to be bound by the terms and conditions set forth herein.

### Trip Deposit, Cancellation & Refund Policies

We understand how disappointing it can be for travelers in the event they are forced to cancel their adventure, especially one to which they have been looking forward for a long time. But we, too, plan for these adventures for quite a long period prior to departure and continuously send non-refundable payments to hotels and suppliers of transportation. Therefore we must strictly adhere to our Cancellation & Refund Policy for all travelers. We strongly suggest purchasing travel insurance in case of cancellation. We hope you understand. The following are cancellation policies for our adventures:

All cancellations must be made in writing and delivered to PACE at the following address: 1480 W Midway Blvd, Broomfield, CO 80020.

Our trips have non-refundable deposits as listed on the website. Should you be unable to attend a trip for which you have previously paid, you may transfer your reserved spot to another, yet unregistered participant that you find. Additionally, we may attempt to find a participant to fill your spot (of same gender/room arrangement). Cancellations made within 45 calendar days prior to departure require a loss of the entire program fee.

### **Final Balance For All Scheduled Tours**

Payments are due on or before 4/15/2017. Any and all balance outstanding on that day will be either charged to your credit card or debited from your PayPal account on those days unless you have requested and we have agreed to other arrangements.

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#### We Won't Cancel

We have created our "no cancellation policy" so our travelers can feel comfortable in their travel plans. On rare occasions, outside of our control, local hotel operators may cancel our reservations. Should this occur, we will do everything we can to move you to comparable accommodations but cannot guarantee that we will be able to do so. Should traveler numbers on a specific departure be below a certain number, some activities and services, including the size of vehicles and the guiding service, may be altered to be more consistent with a smaller group size. Furthermore, excursions within a trip itinerary could conceivably be cancelled or rearranged with little or no notice as a result of factors out of our control (e.g. inclement weather leading to safety concerns). In some cases where a comparable activity or trip cannot be arranged, PACE may provide a trip credit. Please remember this is adventure travel, and even the best laid plans can be fluid.

### **Singles**

Most PACE participants are single travelers. Travelers who would prefer a single room (not available on some trips or portions of some trips) may have one at a single-room surcharge. We cannot always guarantee single accommodations even after reservations and confirmations have been made. We apologize for having to charge the single-room fee, but our program costs are based on two people sharing the expense of a hotel room. To accommodate our single travelers, we have made a concerted effort to keep our single supplement fees as low as possible.

### **Specially Selected Accommodations**

We take the selection of our accommodations very seriously, as the

places we stay can often add to the charm and authenticity of a travel experience. We generally choose the best accommodations available close to our destinations. We won't, for example, travel for miles to a fancy hotel if there is a clean and classic accommodation that will place us "where the action is." In fact, we mostly choose accommodations that have been specifically designed to place us in a comfortable and authentic manner.

### **Smoking on Our Trips**

Travelers may not smoke in areas where others are affected (in our vehicles or within enclosed areas or while others are around). Most of the rooms we secure do not allow smoking, and smokers should be aware that even if we try to secure them a "smoking room," we cannot guarantee that one will be provided. Please sign on to our trips knowing that there may be times when you will not be able to smoke.

### **Luggage Restrictions**

Some of PACE's trips have enforced luggage size or weight restrictions for our guests' comfort and safety. Many of our vehicles have limited space, and overweight conditions create a serious safety hazard. Baggage exceeding specified limits is subject to being left behind or forwarded to the ending point at your expense. Please pack lightly and follow the guidelines in your Pre-Departure Briefing.

### **Important Form Information**

PACE must receive, in its Broomfield, CO office, travelers' Booking and Acceptance of Terms & Conditions Forms within 14 days of making their receipt. Failure to do so may result in the cancellation of booking by PACE with no refund beyond those listed in our cancellation policy. If a travelers Booking and Acceptance of Terms & Conditions Forms are received later

than 14 days after receipt and the forms indicate, in our estimation, that a traveler or travelers may not be able to perform the physical requirements for their selected trip, PACE reserves the right to cancel the booking with no refund made beyond those listed in our cancellation policy. It is very important for us to ensure the quality of our trips for all participants, and one or more travelers who cannot perform the required physical activities, however limited those activities may be, may adversely affect the experience for the entire group. The earlier we can know of physical limitations the better chance of a) handling the situation, and b) getting some refund for the guest, though neither of those is guaranteed.

### **Physical Conditions**

Our expeditions are intended for persons of good health and mobility (although special arrangements may be made for certain conditions if noted in advance). Passengers who are not fit for such adventures for any reason are advised not to participate in these trips, as this entails an unacceptable risk to you, may interfere with the enjoyment of all passengers, and may compromise the completion of the journey itself. These conditions may include, but are not limited to, physical disability, frailty or obesity that severely limits mobility and balance, unstable or severe heart or lung conditions, or mental illness. Conditions that are considered by your family physician to be stable or controlled by treatment may not necessarily prohibit you from traveling with us. However, should any such condition become apparent, we reserve the right to decline to accept or retain you at any time during the trip.