



**Erik's Adventures LLC Terms and Conditions**  
**Event: Official 26.2 Inca Trail Marathon & Incathon Tour: July 03- July 12, 2020**

Please read the Terms and Conditions very carefully. They outline the terms under which Erik's Adventures, LLC will operate and they limit our liabilities. These booking conditions will form part of your contract with Erik's Adventures LLC, registered at 6901 High Point Rd, Arena, WI 53503. Different terms and conditions may apply between you and any one of the hotels, car rental companies, cruise companies, trains, and airlines, other service providers, etc, that are associated with your itinerary.

**RESERVATIONS, DEPOSITS & FINAL PAYMENTS: PLEASE REVIEW THESE!**

A Deposit of US\$ 500 (non- refundable for Spectators on or after 3/20/2020) per person is required to proceed with your reservation. PLEASE NOTE: If your tour includes a spot on the Inca Trail to participate in either race, your deposit will be non-refundable and non transferable from the time your information can be processed to the Government of Peru which will be from 10/01/2019 onward. No refunds are available on the deposit for runners going on the Inca Trail for any reason after 10/01/2019.

The balance of the payment must be received on or before 3/20/20. If any reservation is made and confirmed by us after 3/20/20, full payment is due at the time of confirmation of services.

NOTE: Any changes to the tour itinerary once finalized will result in a minimum charge of US\$ 100 per person per change.

Included flights between Lima and Cusco RT will be purchased at about 110 days ahead of the trip start. If you do not have your final payment in by 3/20/20, you will be liable for any fare increases in that ticket price. Please make your payments on time!

**CANCELLATION:** All cancellations and refund requests must be made in writing.

**Spectators Cancel Policy:** A full refund of your deposit less any cancellations that may be levied by service providers (such as Peru Rail, Peruvian airlines, etc) will be made, provided that we have received the cancellation in writing prior to (3/20/20). Thereafter the following fees will be imposed based on the number of days prior to departure plus any cancellation charges levied by service providers. 100 – 90 days- full loss of deposit.

Cancellation less than 90 days will have no refunds at all for any reason- The entire trip cost will be forfeited. Use Travel Insurance (info below) to cover this risk.

**Racers Cancel Policy:** Your deposit and race entry will be non-refundable and non-transferable from the time your Inca Trail entry is processed by the Government of Peru (from 10/01/2019 onward).

All deposits received on or after 10/01/2019 until the race is closed will be non-refundable for any reason and non-transferable to another racer from the moment you confirm your registration and spot in the race with a deposit.

The following fees will be imposed based on the number of days prior to departure plus any cancellation charges levied by service providers (such as Peru Rail, Peruvian airlines, etc). Prior to 10/01/2019 the deposit is 100 percent refundable. 10/01/2019 – 90 days- full loss of deposit.





Cancellation less than 90 days will have no refunds at all for any reason- The entire trip cost will be forfeited. Use Travel Insurance (info below) to cover this risk.

Please note- For all Participants:

If you should cancel while the tour is in progress for any reason- No refunds will be made for any unused portions of the tour.

No refund at all can be made for any tour accommodations, tour services, activities, or tour features that you do not utilize.

**TRAVEL PROTECTION PLAN:** We very strongly recommend that you opt for a travel protection policy should there be any unforeseen circumstances, which may lead to the cancellation of your tour. Erik's Adventures, LLC can assist with your travel protection plan so please check with us at the time of booking, and before making your final payment. We work with a very reputable insurance company. To purchase insurance from one of our partners or simply inquire and get information- please use this link:

<https://www.travelexinsurance.com/index.aspx?location=49-0029&go=bp>

**TRAVEL DOCUMENTS:** It is the passenger's responsibility to ensure that all of his or her visa and passport requirements are met. All participants must be in possession of a passport valid for at least six months beyond the re-entry date into your home country and with two or more blank pages. Visas and necessary vaccinations may be required for some or all of the countries visited on your tour. Please check the visa requirements at the time of booking.

**HEALTH REQUIREMENTS:** Health regulations for some countries visited on your tour may require proof of inoculations and/or vaccination certificate; such certificate should be in your possession throughout the entire tour. It is our recommendation that you consult your personal physician or Passport Health via the web at [www.passporthealthusa.com](http://www.passporthealthusa.com) in regards to your itinerary and required inoculations. Erik's Adventures, LLC, will not be held liable if you do not have proper vaccinations / inoculations.

**RESERVATION OF RIGHTS:** Erik's Adventures, LLC (when deemed necessary) reserves the right to: (1) cancel any itinerary or any part of it. (2) Erik's Adventures reserves the right to alter any part of the itinerary if necessary (this includes, but is not limited to, substitution of hotels, rescheduling, re-routing, or canceling the actual 2020 Inca Trail Marathon Race) due to safety concerns, and/or circumstances outside its control (including but not limited to: worker strikes, dangerous weather conditions, changing government regulations, natural disasters- (floods, mudslides, earthquakes etc), sudden closure of the Inca Trail, hostilities, civil disturbances, strikes, riots, etc.). (3) In the unlikely event that the actual Race or any other Tour activity is altered or canceled - No refunds or credits will be issued. (4) Decline to accept to retain any person as a tour passenger should such person's health, mental or physical condition, in the sole opinion of Erik's Adventures, LLC- impede the operation of the tour for the other passengers. Tour members are held responsible for being in sufficient good health to undertake the tour. If a passenger is asked to leave while the tour is in progress, that person will be responsible for charges incurred on account of such departure from the tour and/or their return to the USA.





**RESPONSIBILITY – LIMITATIONS OF LIABILITY:** Erik's Adventures, LLC and its associates act only as agents for the owners and contractors providing means of transportation and other related services and shall not be or become liable or responsible in any way in connection with such means of transportation or other services, or for any loss, injury or damage to, or in respect of any person or property howsoever caused or arising. Erik's Adventures, LLC does not control the operations of these agents and as a result CANNOT BE HELD LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER CLAIM (including refunds or credits for the tour) which may occur as the result of any and/or all of the following (1) the wrongful, the negligent or arbitrary acts or omissions on the part of the independent supplier, agent, its employees or others who are not under the direct control or supervision of Erik's Adventures, LLC (2) defects or failures of any vessel, air craft, vehicle or other instrumentality which is under the control of an independent supplier; or (3) loss, injury or damage to person, property or otherwise, resulting directly or indirectly from any Acts God, dangers incident to the sea, fire, breakdown in machinery or equipment, or wars (whether declared or not), hostilities, civil disturbances, strikes, riots, theft, pilferage, medical epidemics, quarantines or customs regulation, defaults, (4) Delays or cancellations or alterations in the trip itinerary due to schedule changes, or from any causes beyond Erik's Adventures, LLC control. (5) Further Erik's Adventures, LLC is not liable for any loss or damage resulting from insufficient or improperly issued passports, visas or other legal documents. (6) The Peru Inca Trail Marathon Tour involves some inherent dangers and risks associated with the activities that make up parts of the tour, and that it potentially may be hazardous. You agree to expressly assume all known and unknown risks associated with The Peru Inca Trail Marathon Tour, including but not limited to: loss of or damage your property; injury (including death); and accidents. Erik's Adventures is not liable for any injury, sickness, or in the unlikely event of death that could happen on tour or as a result of participating on the tour or any activity within the tour. Certain activities carry a higher risk of injury than others and all participants entering into any activity do so on their own free and assume all risks. All coupons, vouchers, invoices, contracts and tickets issued by Erik's Adventures LLC, are subject to the terms and conditions outlined above.

**DISCLAIMER:** Please note that the tour information shown in your final itinerary may have changed by the time you actually travel. While every effort is being made to ensure the accuracy of the itinerary at the time of finalizing your tour, errors do occasionally occur. You must therefore check all details of your chosen holiday arrangements, including price at the time the booking.

#### **Erik's Adventures LLC- Release of Liability for all Inca Trail Marathon Racers 07/09/2020**

Please read this race waiver very carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood the text presented to you as part of the registration process for the Inca Trail Marathon. You also understand and agree that participation in the Inca Trail race and the entire Peru Inca Trail Marathon Tour carries certain inherent dangers and risks, which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event is subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.





1. By indicating your acceptance, you understand, agree, warrant and covenant as follows:

By agreeing to this document, I acknowledge my understanding that my participation in the 2020 Inca Trail Marathon and/or any pre or post-race activities on the Peru Inca Trail Marathon Tour (the race and pre/post-race activities in the tour are individually and collectively referred to as the "Event") involves rigorous physical activity and that it potentially may be hazardous. I attest and verify that I am physically fit and have sufficiently trained for the Event and that, if appropriate, my physical fitness to participate in the Event has been verified by a licensed medical doctor. I expressly assume all known and unknown risks associated with the Event, including but not limited to: loss of or damage to my property; injury (including death); accidents; the effects of weather; terrain conditions that may vary widely; and that may include uneven, steep, unstable, and/or slippery surfaces; unpredictable spectators/participants, and natural and man made obstacles (including without limitation, vehicles, security barriers, signs, cables, mats, rocks, holes, and debris on the course). The event takes place in a remote area with a harsh environment. This increases the risks of participating in the Event, and due to its location- medical help and emergency assistance may take a longer time to arrive. In consideration of my participation in the Event, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns (a) waive and release any and all rights, claims and causes of action I have or may have against any Race Organizer (as defined below) that may arise as a result of my participation in the Event; and (b) agree to indemnify, defend, and hold harmless all Race Organizers from and against any and all injuries, losses, causes of action, liabilities, damages, expenses (including attorney's fees and court costs) or claims (collectively, "Claims") that might arise directly or indirectly from my participation in the Event and/or the condition of the raceway, property, facilities or equipment used for the Event, regardless of when such Claim may arise including, without limitation, Claims relating to (i) theft, loss or disappearance of property, (ii) bodily injury (including fatality), and (iii) property damage, for all claims and losses (including attorney's fees and court costs), which may be brought against any one or more of them by anyone claiming to have been injured or otherwise to have suffered loss or damage as a result of my participation in the Event. For these purposes, a "Race Organizer" is any one or more of the following: Erik's Adventures LLC, including it's owners, agents and contracted employees, all governmental agencies representing the territory in which the Event will be held and from which resources (such as, without limitation, fire, police and ambulance person) are provided; all sponsors, agents, vendors, medical personnel and contractors and volunteers of or for the Event; (for example, porters, guides, locals) and all medical service providers; and the officers, directors, employees, representatives, successors and assigns of each of the foregoing.

I further grant full permission to any and all Race Organizers to store, use, reproduce and/or resell my image or likeness by any audio and/or visual recording technique (including electronic/digital) now in existence or hereafter invented, for any legitimate purpose. I understand and agree that information about me that is collected by the Race Organizers, including without limitation information in the application this form, and my Event results, and any and all medical information that I may disclose to Event medical personnel, may be disclosed to third parties for any legitimate purpose.





I acknowledge and agree to abide by any Official Rules for the Event that may be posted at the Event or on the Event's website or otherwise communicated to me verbally or in writing at the Event- by Event officials. I hereby represent and warrant that I am 18 years of age or older or, if applicable, that I am the parent or legal guardian of the child under the age of 18 years old who I am registering for the Event and that I have the full power and authority to agree to these terms on behalf of such child, and to bind him/her to these terms. You represent and warrant to Erik's Adventures LLC that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties").

### 2. Reservation of Rights

Erik's Adventures reserves the right to re-route, or cancel the actual Inca trail Marathon Race (on July 09, 2020) due to safety concerns, and/or circumstances outside our control (including but not limited to: worker strikes, dangerous weather conditions, changing government regulations, natural disasters- (floods, mudslides, earthquakes etc), sudden closure of the Inca Trail, hostilities, civil disturbances, strikes, riots, etc.). In the unlikely event that the actual Race is altered or canceled - No refund will be made. In this case every effort will be made to substitute a viable alternative event/tour in its place and the rest of the tour will continue, following the original itinerary, as much as circumstances will allow.

### 3. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER TRAIL SURFACES THAT ARE STEEP, UNEVEN, DANGEROUS, AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

4. Indemnification. You agree to indemnify and hold Erik's Adventures harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Erik's Adventures or the violation of any term of this Agreement and Waiver as well as the Terms of Service.

5. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by law and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions





BY SIGNING THIS DOCUMENT YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU ALSO UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

