

## Finish Well

### Booking Terms and Conditions

The participant (“Participant”) must sign these Booking Terms and Conditions (“Terms”). “You”, “your”, “I” or “my” refers to the Participant. In consideration of the services of Finish Well, you acknowledge and agree to these Terms as follows:

- 1. Booking/Registration:** Once we receive your completed registration and Trip Deposit, you are considered preliminarily booked for the Trip. As part of your registration, you are required to read and sign these Terms, read the itinerary and activity level description, and agree to have the conditioning and physical preparedness required for the Trip. Your final acceptance and participation in the Trip is contingent upon Finish Well’s receipt and review of all required (completed and/or signed) forms and information and your full and timely payment.
  
- 2. Price:** Prices are per person, in US dollars, and are set well ahead of the trip departure date. Our prices vary depending on a variety of cost factors, with peak travel dates being the most expensive. Prices may change during the course of the year, and the best price will often be for those who book early. Prices cover land costs only; they do not include airfare to and from the trip nor any required travel documentation, such as passports or visas.
  
- 3. Trip Deposit, Payment and Cancellation Policy:**

What to Expect: At Finish Well, we would like to ensure that all travelers understand that this is adventure travel, an experience unlike any other. We believe in fostering clear communication, transparency, and fairness in all aspects of our operations. With this commitment in mind, we've crafted the following payment and cancellation policy to provide clarity and flexibility for our participants. Our aim is to create a positive and fulfilling experience for every individual who travels with us.

#### **Payment:**

- \$300 deposit is required at the time of booking to secure your spot.
- Final payment of the balance is due 90 days prior to the departure date. If you book 90-60 days before the start of the trip, then the full balance is due within two weeks of booking. If you book inside of 60 days prior to the start date of the trip, full payment is due at time of booking.

#### **Cancellation and Refund:**

We understand that unforeseen circumstances may arise that require you to cancel your planned adventure. Notification of cancellations must be received in writing by email. The following fees apply:

- 91+ days prior to departure = \$25 processing fee (*deposit is refundable*)
- 61-90 days prior to departure = \$400 (*total trip cost is refunded minus a \$400 cancellation fee*)
- 31-60 days prior to departure = 50% of the total trip cost is non-refundable and non-transferable
- 0-30 days prior to departure = No transfer or refund

Finish Well reserves the right to decline, accept, or retain any participant, at any time, and to cancel any trip for any reason: unforeseen weather, safety hazards, low registrations, or other circumstances beyond our control.

If a trip is canceled by Finish Well, we will refund or transfer land costs. Decisions to refund or transfer will be made on a trip-by-trip basis. Finish Well is not responsible for expenses incurred by participants in preparation for a trip: non-refundable air tickets, change fees, visa fees, equipment purchased for the trip, etc.

- 4. Finish Well Trip Cancellation or Alteration; Force Majeure:** Finish Well reserves the right to combine or alter any aspect of a Trip, including itinerary, dates, activities, or location for reasons including but not limited to low registration, weather, health hazards, environmental hazards, conflict/war/terrorism, or for any other reason Finish Well determines, in its sole discretion, is appropriate. Finish Well also reserves the right to cancel all or portions of a Trip for reasons similar to the examples given above. In the event of such a cancellation (other than for a Force Majeure event), full or partial refunds or credits, if any, will be at Finish Well's sole discretion, and determined on a trip-by-trip basis. Finish Well reserves the right to cancel a Trip due to a Force Majeure Event, in which case, no refunds will be granted.
- 5. Getting To and From Your Finish Well Trip:** Participants are responsible for getting to and from the start and end point of their Trip and for arriving by the designated start time on the first day of the Trip. Please be aware that airlines often impose strict penalties for changes or cancellations, which can amount to up to 100 percent of the ticket price in certain cases. You will be personally responsible for any associated fees. Therefore, we advise you to refrain from purchasing your airfare until you have received and thoroughly reviewed your Trip confirmation and Pre-Departure Document.
- 6. Passports, Visas, and Health Documents:** Every Participant must have the required documentation necessary to participate in their Trip before the departure date. This includes obtaining a passport or required visas and maintaining all required health documents and vaccinations.
- 7. Participant Health and Fitness:** Participants are responsible for reviewing the itinerary, activity level, and Finish Well's activity level descriptions for each trip. By joining a trip, participants agree to possess the conditioning and physical preparedness required for it beforehand. Whether in consultation with their medical provider or not, participants should carefully consider the activities involved and assume full responsibility for selecting a trip suitable for their abilities. Our trips are designed for individuals in reasonably good health. Finish Well relies on the information provided during the registration process to understand participants' health and medical concerns. While we strive to accommodate a wide range of individuals, Finish Well reserves the right to deny admission or ongoing participation on medical or health grounds if participation may compromise the participant's well-being or the well-being of the group. Participants should carefully consider whether the trip and activities are appropriate for them, in consultation with their medical provider if necessary. Please note that trips often occur in remote areas where medical care may be delayed and facilities may be limited. Certain health conditions or medications may react negatively with the level of exertion, activity type, or environment. Participants are responsible for their own food and water intake during the Trip.
- 8. Participant Travel Medication/Prophylaxis:** Finish Well is not a medical authority and cannot provide direct advice regarding your individual travel-related medication or vaccination/prophylaxis needs. It is your responsibility to make these determinations for your travel. However, we strongly advise that you consult your medical professional and/or visit a travel clinic well in advance of the trip to discuss any requirements and options for travel-related vaccinations and medications. Please note that travel clinics may have limited hours and may require advance notice to order medications.
- 9. Participant Non or Late Arrival or Early Departure:** If a participant is delayed or needs to leave early for any reason during their trip, Finish Well is not responsible for any additional costs incurred, such as accommodation or transportation expenses. Additionally, no refunds will be provided for any missed portions of the trip due to late arrival or early departure.

Note: If Finish Well declines to accept a participant for medical or health reasons, a full refund of trip payments, including the deposit, will be issued. However, if a participant does not attend, arrives late, or leaves the trip for any other reason (voluntary or involuntary), including voluntary withdrawal, dismissal from the trip, illness, injury, or any other circumstance, no refund will be granted.

If a participant departs early, they are responsible for covering all associated costs, including but not limited to evacuation, medical treatment, meals and lodging, non-refundable airline tickets, change fees, transportation costs, and expenses for accompanying staff.

- 10. Participant Non-Acceptance or Dismissal:** The decision to accept or deny a participant for a trip rests solely with Finish Well. Finish Well reserves the right to decline acceptance for medical or health reasons, or to revoke, terminate, or limit participation if it reasonably determines that the participant's condition, behavior, or actions are inappropriate, disruptive, or pose a risk to their own health or safety, or the health, safety, or enjoyment of others. If Finish Well withdraws or dismisses a participant, including for failure to provide requested information (including inaccurate or incomplete information) or for providing misleading or false statements on any Finish Well forms, no refund will be provided.
- 11. Insurance:** All participants must have medical insurance. Finish Well requires participants to provide the name of their medical insurance provider and policy number on the Finish Well Trip Registration Form. This information will be held in confidence by Finish Well unless needed in case of an emergency where the participant is unable to provide it themselves. By agreeing to these Terms, participants authorize Finish Well and its Trip guides to share their insurance information with relevant medical service providers for necessary treatment. It's essential to note that personal medical insurance may not cover all medical expenses while traveling. Participants should review their insurance coverage to ascertain if additional supplemental policies are required. Failure to confirm or secure appropriate additional medical insurance may result in significant expenses and liabilities, for which participants agree to assume full responsibility.
- 12. Photo/Statement Authorization:** Finish Well reserves the right to photograph, film, record, or otherwise capture the name, image, voice, verbal or written statement, photograph, or visual likeness of Participant for use in any media throughout the world in perpetuity, including for sale, reproduction, or display on the internet, in publications, or for any other informational, promotional, educational, or other use. Finish Well owns all ownership and copyright rights of the images and Participant waives any inspection or approval rights.
- 13. Internet Postings and Protection of Finish Well's Materials:**

Finish Well encourages participants to share their experiences on Finish Well trips. However, we expect participants to respect Finish Well by contacting us directly with any complaints and refraining from making disparaging posts about Finish Well on the internet, including on social media platforms. Please note that all materials, including copyrighted content, trademarks, protected trade names, and logo/marks featured on Finish Well websites and information, are the sole property of Finish Well. Except for downloading or printing for personal use, these materials may not be copied, broadcast, disseminated, or publicized without our written permission.
- 14. Lost, Stolen, or Damaged Property:**

Finish Well is not responsible for any lost, stolen, or damaged personal belongings of participants, whether incurred during travel or while on a trip. Additionally, participants may be held accountable for any damage to or loss of Finish Well property or equipment. This may include sharing in the group's collective responsibility for any intentional damage to equipment or property.
- 15. Information Disclosure and Participant Responsibilities:** Participant must provide honest, accurate, and complete information during Finish Well's registration process, and importantly, in response to the health information questions. Providing this information does not necessarily exclude Participant from the Trip, but falsifying information or providing inaccurate medical or health information can create serious risks to Participant or others and may result in Finish Well rescinding Participant's registration or dismissing them from a Trip. You must notify us if your health condition changes between the time you submit your health forms and the start of the trip date.

**16. Right to change Terms:** Finish Well retains the right to modify the terms outlined in this agreement without prior notice. Except for any changed Terms during the time you are booking your Trip, these Terms, subject to revision, shall remain fully enforceable throughout the duration of your trip.

**I agree:** I have read, understand, and agree to these Terms. I agree to review all Trip materials, accurately complete all required forms, and abide by the terms of those documents. I agree that Indiana substantive law (without regard to its "conflict of laws" rules) governs these Terms, any dispute I have with Finish Well, and all other aspects of my relationship with Finish Well, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only (exclusively) in Hamilton County, Indiana. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Indiana mediator. The Participant must sign these Terms during registration.

**I, Participant, understand that my signature is valid and legally binding whether I choose to electronically sign or manually sign a printable version of these Terms.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_