



## GENERAL CONDITIONS – 2015 TRIPS

**Rates:** All airfares included in the package rates are based on special group fares and require that passengers travel on the days offered in the itinerary. Airfares can be reserved from any city of origin at the lowest rates. Air and Land Prices may change due to currency fluctuations and fuel surcharges.

**Reservations and Payments:** A completed tour application together with a deposit of \$500.00 per person must be received before confirming your reservations. Final payment must be received by the due date listed. Final Documents will only be sent once full and final payment has been received.

**Cancellations:** Airline tickets are nonrefundable once ticketed. All cancellations must be in writing (e-mail is sufficient). In addition to the airline ticketing cost, each adventure is subject to their own cancellation fee. Details are listed in the specific Adventure's booking form.

For trips where Marathon Adventures is an agent for the marathon, the cancellation fee will be equal to the commission Marathon Adventures would have earned had the person(s) not cancelled. If a package is not indicated by passenger prior to cancellation, then the longest package at the highest hotel rating will be assumed.

**Not included in price:** All items not specifically listed under tour features.

**Deposit constitutes acceptance:** If a passenger submits their deposit, but does not include a signed agreement, passenger agrees and understands that submission of said deposit constitutes agreement and acceptance to these terms.

**Travel Insurance:** Trip cancellation, baggage, health and accident insurance is available, via a third party, on request and is highly recommended to all participants. Please note it is also required for certain Adventures (e.g., White Continent Marathon)

**Responsibility:** These tours are operated by Marathon Adventures of Minneapolis, MN who acts only as an agent for the passenger to the companies offering such services and assumes no liability for injury, damage, loss, accident, delay or irregularity caused by any reason whatsoever by any party offering such services. The right is reserved to cancel the tour prior to departure with a full refund made as full settlement to the passenger. Marathon Adventures may make any changes or alterations in the itinerary as it deems necessary for the proper handling of the tour and may refuse any person as a member of the tour. The sole responsibility of any airline used is limited to that set out in the passenger contract evidenced by the ticket. The airlines concerned are not to be held responsible for any act, omission or event during the time that the passengers are not on board their aircraft.

**Rights:** Marathon Adventures of Minneapolis, MN reserves the right to change or modify any or all portions of the listed itinerary and/or pricing. However, Marathon Adventures, will do everything to honor the itinerary and pricing listed. But, certain circumstances and/or events beyond Marathon Adventures' control could happen and thereby necessitate a change in itinerary and/or pricing. Should such an event arise, Marathon Adventures will contact any and all registrants to notify of the event and corresponding change(s). Should Marathon Adventures change the itinerary and/or pricing and after contacting the registrant to notify the registrant of the change, the registrant decides to cancel, the cancellation terms listed above shall apply. Further, Marathon Adventures reserves the right to cancel a passenger's reservation, with a full refund to the passenger of any payments made by the passenger as the sole compensation. Knowing this is Marathon Adventures' right, passenger waives any and all possible legal claims they believe may arise out of such cancellation.

**Non-Compete:** In consideration of granting you entry to any of Marathon Adventures' Adventures, you agree not to create a business that would directly or indirectly compete with Marathon Adventures or any of its affiliates. This includes, but is not limited to, selling entries to any of the World Marathon Majors, hosting any type of sporting event in Antarctica, China or any other location where Marathon Adventures or its affiliates travels and hosts events. It further restricts you from sharing information with any of our competitors or working with or for any of our competitors, including any and all members of T.O.U.R.S.. This non-compete is valid for a period of 5 years from the time you return your booking form and/or deposit. You further acknowledge that by completing any of our races, that regardless of if you signed the booking form or not, that you are giving your implied and verbal agreement to be bound to the terms and conditions of this non-compete.