

## **Legal Stuff**

Notes on waivers, cancellation policies, privacy policies, and more.

### **RELEASE AND ASSUMPTION OF RISK**

I acknowledge that I intend to undertake an organized activity with Mountain Goat Movement, LLC, and that in order to do this I will need to involve myself in related aspects of such activity including, but not limited to special travel, risks of various kinds and degrees, differing living conditions and foods, a variety of interpersonal interaction and close-quarter conditions, varying types of medical risks, hazards, availability of medical care and support, and differing weather conditions and altitudes and any risks that may come of such. In consideration of, and as payment for, the right to participate in such activities, services or food arranged for me by Mountain Goat Movement I have and hereby assume all the associated risks and conditions involved with such activities and shall hold Mountain Goat Movement, its officers, agents, third party vendors, and employees harmless from any and all liability, actions, causes of action, debts, claims and demand of any kind and nature whatsoever which I now have or which may arise out of or in connection with my adventure or participation in any other activities arranged for me by Mountain Goat Movement. The terms hereof shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family, including any minors accompanying me. The limitations and exclusions of liability set out in this Contract apply to the maximum extent permitted by applicable law and survive termination of the Contract for whatever reason. This Release and Assumption of Risk is meant to compliment the Assumption of Risk Provision Found in Section 13, Terms and Conditions, and any additional Assumption of Risk waivers I may have to sign based on my specific travel program.

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### **CLIENT AGREEMENT**

- The adventure leader(s) is responsible for the general equipment and logistics of the adventure including, but not limited to, the choice of team support, routes, camps, and any change of activities. During the adventure, the leader may assist clients on certain aspects of the adventure/activity, or may delegate such provision of assistance to staff members, agents or servants, or third-party support. The leader, assistant, or any other adventure personnel as identified herein will demonstrate reasonable procedures and/or safety information required for the adventure or activity. The Client is expected to fully understand these instructions and procedures and comply with them at all times during the adventure or activity. It is the Client's responsibility to immediately notify the adventure leader and/or those support staff identified herein if they do not fully understand any and all instructions and procedures that have been explained to them by adventure personnel.

- The adventure leader(s), assistants and/or third-party support shall not be responsible for carrying any personal equipment of the Client except where specified in the general instructions provided for your Adventure. In the instance that the Client wilfully hands over and/or is incapable of carrying their personal equipment, the adventure leader(s), assistants and/or third-party support are not responsible or liable for any of the Client's personal equipment.

- The Client understands that they may have to deal with hostile environments including, but not limited to, changes in temperature, weather, terrain, government action or culture. Dangers and medical problems may occur which are linked with the risks associated with the Client's adventure. This environment and living closely in a small group may generate stress problems for the Client. Mountain Goat Movement shall not be held liable or responsible for any instances laid out in the foregoing paragraph.

- The team leader or any person as so delegated by the team leader to do so may in the interest of safety request the participants to stop any activity, or in such circumstances as required, terminate the entirety of the adventure at any time during said adventure.
- The Client has filled in all relevant forms and documents truthfully and agrees to the Release and Assumption of Risk.
- You have read all the information supplied to you including the Terms and Conditions and have accepted them without qualification.
- Applicants shall be responsible for making all travel arrangements to and from the originating city, i.e. they shall be solely responsible for all costs, bookings and other transportation related arrangements to and from the city or location from which the adventure begins. Alternatively, if the Applicant wishes Mountain Goat Movement to make such arrangements, they should notify Mountain Goat Movement of the request in writing via email. Mountain Goat Movement's receipt of such notification shall not create an obligation of Mountain Goat Movement to comply with the request, and Mountain Goat Movement shall bear no costs (damage or otherwise) associated with either arranging travel that is not within the scope and costs of the advertised adventure, or the rejection of the applicant's request.
- The Client gives Mountain Goat Movement permission to use any photographs or video footage taken during the adventure in their marketing materials.

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## **TERMS AND CONDITIONS**

These are the terms and conditions which will apply to your booking. By booking an adventure you agree to be bound to all terms and conditions. Your signature below confirms that you have read and agree to the Terms and Conditions on this form, and that you understand that these terms apply to all in your party (if multiple names appear on the attached invoice).

## 1. GENERAL STATEMENT

All persons who intend to make a booking, have sent in an application or deposit, have paid for a booking in any amount (partial or full), and/or will or have begun or completed an adventure with Mountain Goat Movement LLC have carefully read and understand the Terms and Conditions that follow and all other Contract Documents. By making a booking by telephone, or on the website [www.mountaingoatmovement.com](http://www.mountaingoatmovement.com), or by email, or facsimile with Mountain Goat Movement or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person with disabilities to be bound by these Terms and Conditions and Contract Documents. No persons shall be deemed to have booked an adventure and Mountain Goat Movement shall not assume any obligations and/or liability until timely receipt of the Applicant's properly completed and executed Application Documents, and the deposit (together with the Pre-departure Form, Medical Release, Adventure Waiver, Payment Invoice, "Contract Documents"). Prior to a proper and timely booking, Mountain Goat Movement reserves the right to increase or decrease any and all prices. Mountain Goat Movement, its affiliates, agents and representatives reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereinafter referred to as the "Client". All bookings are made with Mountain Goat Movement, however Mountain Goat Movement may utilize the service of agents, affiliates and/or third-party suppliers for various services provided for or associated with your adventure. These Terms and Conditions together with the Contract Documents shall constitute the entire agreement between Mountain Goat Movement and the Client relating to the subject matter herein,

and shall constitute a binding agreement. There are no verbal or written; representation(s), warranties, collateral agreement(s), prior agreement(s), description of services, or conditions, other than as expressed herein. The service to be provided is/are the adventure(s) referred to in the booking confirmation.

## 2. CONDITIONS OF CARRIAGE

Carriage by road, air or by sea is subject to the individual carrier's conditions. Mountain Goat Movement's liability for death, and/or personal injury, and/or loss of and/or damage to luggage may be limited by the conditions in this agreement, international conventions, treaties, or any applicable law including the Athens, Warsaw or Montreal Conventions.

## 3. MEDICAL

Clients and their medical practitioner(s) are obligated to review, complete, sign and return to Mountain Goat Movement the Medical Information and Release Form as outlined in the Contract Documents. In addition, Clients are asked to review their Medical Information and Release Form as it relates to their adventure. Any questions, comments or decisions related to the Client's physical or mental suitability for an adventure shall take place between the Client and their medical practitioner. The Client must complete the medical form honestly, accurately and disclose all medical history and information. Mountain Goat Movement will review the information submitted, and keep the information in accordance with the privacy policy as outlined in the Medical Information Form. Mountain Goat Movement reserves the right to challenge any information submitted, ask for further information or clarity on certain points, or reasonably reject or rescind a client's booking based on the medical information presented to Mountain Goat Movement. In the event the Client has made a booking with Mountain Goat Movement and subsequently is unable to complete the required medical form for any reason by the dates specified in the Contract Documents and/or Payment

Invoice, Mountain Goat Movement reserves the right to treat the booking as canceled, and applicable cancellation penalties apply.

a. The Client acknowledges and understands that their adventure may be to a destination that is remote, isolated, and far removed from medical care facilities. Medical facilities vary from country to country and Mountain Goat Movement makes no representations and gives no warranties in relation to the standard of such treatment. The Client agrees and acknowledges the risks, dangers, and limited availability or lack of any medical care associated with such travel and, together with all limitations of liability found in this document and the Contract Documents including those found in Medical Information and Release Form, absolve Mountain Goat Movement of any liability of such risks, dangers and failure to provide medical care.

b. The Client understands the honest completion of the Medical Information and Release Form will assist all concerned in an emergency situation. In the event there is a dispute between Mountain Goat Movement and the Client in regard to the Client's physical or mental suitability for an adventure, the matter will be referred to a medical professional at the Client's expense.

c. Mountain Goat Movement must be notified in writing at the time of booking of any medical conditions, pregnancy, physically or mentally challenged conditions or disabilities which may affect fitness to travel. Mountain Goat Movement shall not be held liable for the Client's failure to notify Mountain Goat Movement of any such conditions, and the Client assumes all risk for failure to disclose all aforementioned medical conditions. The Client's failure to notify Mountain Goat Movement of such conditions may result in the client being refused travel, in the case, that results in cancellation, 100% of the cancellation fees are the

responsibility of the Client. Some adventures may be unsuitable for Clients due to age, mobility, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. For safety reasons, Mountain Goat Movement may refuse to carry pregnant women or Clients with certain mental or physical conditions. Mountain Goat Movement is not required to provide any special facilities unless it has been agreed to do so in writing. Mountain Goat Movement will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Mountain Goat Movement is not liable for failing to provide these requests.

#### 4. CURRENCY

Mountain Goat Movement sells its adventures in United States Dollars (USD).

#### 5. BOOKING DEPOSIT

At time of booking a non-refundable deposit is required per person per adventure as indicated on your Payment Invoice. The following are Mountain Goat Movement's booking deposit schedules unless otherwise indicated:

- Bookings more than 180 days prior to departure shall require a deposit as indicated by the Payment Invoice.
- Bookings more than 90 days but less than 180 days prior to departure shall require a deposit, plus first payment as indicated by the Payment Invoice.
- Bookings less than 90 days prior to departure shall require full payment as indicated by the Payment Invoice.

The non-refundable deposit should be sent to Mountain Goat Movement. Some adventures may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, Mountain Goat Movement will notify the Client of this requirement at the time of booking and detailed on the Payment Invoice.

## 6. FINAL PAYMENT AND ACCEPTANCE OF BOOKING

a. Final Payment: Acceptance of the Client's booking shall be confirmed in writing by Mountain Goat Movement. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the adventure is 90 days unless otherwise indicated. If full payment is not received by the due date, then rates and adventure space cannot be guaranteed and Mountain Goat Movement has a right to cancel your adventure and keep any and all Client deposits. If a booking is made 90 days or less before the departure date of the first service booked, then the full payment amount is payable at the time of application and booking; failure to remit the full amount shall deem the adventure voidable by Mountain Goat Movement as it was not properly booked by the Client.

b. Client Details: In order for Mountain Goat Movement to confirm and guarantee the Client's travel arrangements, the Client must provide all Client details with their final invoice payment as per the dates specified in the Contract Documents. If the Client does not provide all details 90 days or more before departure a fee of \$250 USD will be charged to the Client. In the event where client details have not been received by Mountain Goat Movement 60 days prior to the Client's adventure departure, Mountain Goat Movement reserves the right to treat the adventure as canceled and the participant acknowledges that their spot on the adventure will be



forfeited, and full penalties will apply. Client detail requirements may vary by adventure.

c. Traveling with Children: The minimum age for Clients traveling on an adventure is based on the adventure chosen. If the adult accompanying the child is not the child's parent, then a "Parental Consent Guardianship Form" must be signed by the parent or legal guardian and received by Mountain Goat Movement prior to departure.

d. Credit Card Charges: Mountain Goat Movement shall not be responsible for any charges applied to credit card transactions and shall not refund or return any fees by third parties as incurred during the transaction of the adventure cost. If a client requests a refund that falls within Mountain Goat Movement's refund policy, and client had paid for adventure using a credit card, a refund will be granted less 3% for transaction fees and less 4% for non-US credit cards.

## 7. CANCELLATION / TERMINATION OF ADVENTURE BY THE CLIENT

General Cancellation- The cancellation charges are expressed hereafter as a percentage of the total adventure price, excluding insurance:

- Cancellation 90 days or more before departure: Loss of deposit, which minimum value shall be no less than \$500.00 USD, but can vary based on adventure as specified in the adventure documentation or Mountain Goat Movement website
- Cancellation 90 days or less prior to departure: No Refund
- Cancellation at or after trip departure: No Refund

- Custom adventures may vary in cancellation policy from those described herein, and will be detailed at time of booking.

#### 8. CANCELLATION / TERMINATION OF ADVENTURE BY Mountain Goat Movement

Cancellation is defined as a complete termination of the entire adventure and location offering. Mountain Goat Movement reserves the right to cancel any adventure for any reason, but will not cancel an adventure less than 90 days before departure except for force majeure as outlined in Section 17, for local permitting issues or any other reasonable concern. Mountain Goat Movement will give reasonable effort to notice the cancellation of an adventure by email. When an adventure is canceled by Mountain Goat Movement, the Client may choose between a full refund of all monies paid less the non-refundable deposit, any non-refundable monies paid like accommodations, local transportation, and permits, and less 3% for credit card bookings (less 4% for non-US credit cards). Or, if offered in the sole discretion and option of Mountain Goat Movement, any alternative adventure offered by Mountain Goat Movement at no extra cost to the Client save for any local payments required as outlined in the final Contract Documents for the alternative adventure and/or any other literature or itinerary received by the Client from Mountain Goat Movement. Mountain Goat Movement is not responsible for any direct, incidental, consequential damages, expenses or losses that the Client may have incurred as a result of the booking including, but not limited to, visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment and opportunity. If the alternative adventure chosen is of a lower value than that originally booked, then the Client is entitled to a refund of the price difference. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price. Where a significant element of the adventure cannot be provided, Mountain Goat Movement will make suitable alternative arrangements for the continuation of the adventure. If it is not possible to provide a suitable alternative or the

Client reasonably rejects any suitable alternatives, Mountain Goat Movement will provide the Client a refund of unused adventure portions.

#### 9. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, including the Client's voluntary or involuntary termination/departure from adventure, which includes but is not limited to sickness, death of a family member etc, late arrival on the adventure, or premature departure either voluntarily or involuntarily.

#### 10. PRICES AND SURCHARGES

No price increases will be made to a booking 30 days or less before departure.

Mountain Goat Movement reserves the right to impose surcharges (price increases) up to 30 days before departure due to unfavorable changes in exchange rates, increases in air fares or other transportation/fuel costs, increases in local operator costs, taxes, or if government action should require us to do so. Mountain Goat Movement will absorb 15% of any such surcharge. If the surcharge/price increase is for more than 15% then the remainder will be charged. If any surcharge results in an increase of more than 30% of the adventure cost, excluding insurance premiums, the Client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund of all monies paid to Mountain Goat Movement (excluding Cancellation Insurance Premiums and/or flights). All cancellation requests shall be received in writing via email with a reply from Mountain Goat Movement.

#### 11. BROCHURE AND WEBSITE VALIDITY / WARRANTY OF STATEMENTS

The prices in this brochure and website are based on the rates and costs in effect at time of the printing the brochure or posting on the website. The Mountain Goat Movement reserves the right to alter any and all prices.

## 12. CHANGES

a. Changes made by Mountain Goat Movement: While Mountain Goat Movement will endeavor to operate all adventures as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by Mountain Goat Movement. If Mountain Goat Movement makes a major change, Mountain Goat Movement will inform the Client as soon as reasonably possible if there is sufficient time before departure. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid to Mountain Goat Movement less non-refundable deposit, non-recoupable costs like permits, accommodation, and local transport, and 3% for credit card bookings and less 4% for non-US credit cards (excluding Trip Cancellation Insurance Premiums and/or flights) or accepting any alternative adventure offered by Mountain Goat Movement. The definition of a major change is deemed to be a change affecting at least one in three full adventure days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on adventure as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Trip Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

b. Transfer to another departure (by Client): A transfer from one adventure to another can only be made more than 90 days before departure date and only if approved in writing by Mountain Goat Movement. If such a request is accepted by Mountain Goat Movement, Mountain Goat Movement reserves the right to charge up to the deposit amount of the first booked adventure. Any request to transfer received less than 90 days before departure will not normally be

accepted. In this case the Client must cancel the booking and then rebook on another adventure. The Client may only transfer the booking to a departure date in the current season and may not transfer the booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply.

c. Transfer of name: If the Client is prevented from traveling on the adventure booked by circumstances such as those which would permit a claim on a standard cancellation insurance policy, the booking may be transferred to another person, provided they meet all the requirements relating to that adventure and have read, understood and agree to the Terms and Conditions of this contract. More than 90 days before departure, up to the deposit amount of the adventure will apply. Within 90 days name transfers are not permitted.

d. Amendments: Any amendments to a file within 90 days of a departure will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged to the client's final balance.

### 13. ACCEPTANCE OF RISK

I understand traveling with Mountain Goat Movement, LLC may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, among other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am

used to at home or would find on a conventional trip or holiday. I have read and understood the Mountain Goat Movement, LLC information literature and documents for this adventure I am undertaking and have provided details of any pre-existing medical conditions I may have to Mountain Goat Movement, LLC representatives. I accept these risks and obligations and I fully assume the risks of travel. I fully and forever release and discharge Mountain Goat Movement, LLC. and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releasees") from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by me in connection with or in any way relating to this trip, due to any cause or reason whatsoever including, without limitation, the reckless, willful or negligent actions or omissions of the Releasees or any other person or persons. Optional Activities: I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand Mountain Goat Movement, LLC makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand Mountain Goat Movement, LLC is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities.

#### 14. AUTHORITY ON ADVENTURE

By booking with Mountain Goat Movement, the Client agrees to abide by the authority of the adventure leader or Mountain Goat Movement representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of

all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the adventure, the Client must advise Mountain Goat Movement at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the adventure or, if in the opinion of the adventure leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others Mountain Goat Movement may terminate that Client's travel arrangements without any liability on Mountain Goat Movement's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

#### 15. GUARANTEED DEPARTURES

Mountain Goat Movement guarantees selected departures at their sole discretion. This guarantee of departure is subject to force majeure situations, and Mountain Goat Movement reserves the right to remove the guaranteed designation at any time due to circumstances beyond reasonable control. Mountain Goat Movement will not be held accountable for any indirect cost resulting to the client for this action.

#### 16. TRAVEL DOCUMENTS

a. The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the adventure, (passport must be valid 6 months past the return date), all visas, permits, and certificates including vaccination certificates, insurance policies required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the adventure and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Mountain Goat Movement regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and

Mountain Goat Movement is not responsible for any errors or omissions as to the information provided.

b. To expedite the issuing of Mountain Goat Movement travel documents please note that all adventure related travel documents such as vouchers, itineraries and invoices will be sent via email once full payment has been received by Mountain Goat Movement. Mountain Goat Movement reserves the right to impose a fee for those Clients who wish to receive paper documents.

## 17. FORCE MAJEURE

Mountain Goat Movement shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Mountain Goat Movement's failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by a Force Majeure Event. Force Majeure Events are defined as one whose occurrence was not reasonably foreseeable at the time of entering into this Contract and which is beyond a party's reasonable control. Such events include but are not limited to, an Act of God, pandemics, epidemics and viral outbreaks, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, whether or not Mountain Goat Movement is a party thereto, interference by authorities, political disturbance, howsoever and wheresoever any of the same may arise or be caused, riot, insurrection and acts of government authority or restraint of any kind including those that affect domestic and/or international travel, border closings, border limitations, border restrictions, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Mountain Goat Movement.



## 18. INSURANCE

It is mandatory that all Clients obtain a Global Rescue plan to travel with Mountain Goat Movement. Mountain Goat Movement also requires all Clients hold a travel insurance policy with a minimum medical coverage of \$100,000 USD and this insurance should cover personal injury and medical expenses. Clients must be able to provide proof of their Global Rescue plan and adequate coverage as per the required amounts above if requested by the Trip Leader or Mountain Goat Movement Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. Mountain Goat Movement shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen, are not subject to reimbursement by Mountain Goat Movement. Losses due to ordinary wear and tear or Force Majeure events are not reimbursable. Mountain Goat Movement does not accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Mountain Goat Movement including, but not limited to, hotels, pensions, campsites, homestays, vessels, expedition vehicles, or any other mode of transportation. When the Client has obtained travel insurance through Mountain Goat Movement, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by Mountain Goat Movement. Where the Client has declined to purchase insurance through Mountain Goat Movement, the Client acknowledges that the cost of the adventure does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance from a source other than Mountain Goat Movement the Client must ensure the insurer is aware of the type of travel to be undertaken.

## 19. STANDARDS ON ADVENTURE

The Client acknowledges the quality of the products and services, including accommodations, transport and all other services related to the adventure that are organized by Mountain Goat Movement or its representatives are likely to be different in standard to what the Client may reasonably expect at home. Further, the Client understands, appreciates and accepts any variance in quality or level of service as a part of the adventure travel experience. All arrangements made by Mountain Goat Movement are done so with best of intentions to match any description provided, however, the Client reasonably allows for local conditions to influence products and services.

## 20. RESPONSIBILITY FOR YOUR ADVENTURE

All services herein are organized by Mountain Goat Movement. Notice is hereby given that all arrangements made on behalf of the Client are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any Mountain Goat Movement and/or persons engaged in carrying out the arrangements. Mountain Goat Movement acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveler, acts of God, detention, delays or expenses arising from quarantine, strike, riots, theft, Force majeure events, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The Client acknowledges that the quality of the products organized by Mountain Goat Movement including accommodations and all other services related to the adventure which are organized by Mountain Goat Movement, are not within the control of Mountain Goat Movement and that in any event the quality of such products may be compromised by local conditions. Accordingly, the Client hereby releases

Mountain Goat Movement from all claims and causes of action arising from any damage, loss of enjoyment, inconvenience, or injuries related to the quality of such products. The information contained on Mountain Goat Movements website and related marketing materials is correct to the best of Mountain Goat Movement's knowledge and Mountain Goat Movement accepts no liability for any inaccuracies contained herein. Mountain Goat Movement reserves the right to alter any itinerary in progress or service at any time without penalty to Mountain Goat Movement. Any additional expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any customer at the discretion of the organizer. Payment of deposit is taken as acknowledgement and agreement to these terms and conditions.

## 21. DISCOUNTS

All discounts and reduced pricing are applied at Mountain Goat Movement's discretion.

## 22. CLAIMS AND COMPLAINTS

If a Client has a complaint against Mountain Goat Movement, the Client must first inform the Adventure Leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, the Client must contact a Mountain Goat Movement representative while on an adventure in order to ensure that Mountain Goat Movement is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction while on the adventure may bar or reduce the Client's ability to claim compensation from Mountain Goat Movement. If satisfaction is still not reached through these means on an Adventure, then any further complaint must be put in writing to Mountain Goat Movement via email at [mountaingoatmovement@gmail.com](mailto:mountaingoatmovement@gmail.com), no later than three days after the final day of the Client's adventure. Mountain Goat Movement will not accept any liability for claims received after this period. It is the responsibility of the client to be familiar with and follow Mountain Goat Movement's claims and complaints process.

## 23. SUPPLIERS CONDITIONS

Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and the Client will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Mountain Goat Movement's liability will be limited to and shall not exceed that of its suppliers. The Client is precluded from making a double recovery by making the same claims and seeking the same recovery against Mountain Goat Movement and its suppliers.

## 24. LOCAL CONDITIONS

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in her or his daily lives. By booking travel with Mountain Goat Movement, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

## 25. OPTIONAL EXTRAS

Optional extras do not form part of the adventure or contract. It is understood and accepted by the Client that any assistance given by the Adventure Leader or representative in arranging optional extras does not impose liabilities of any kind on Mountain Goat Movement. Accordingly, the Client hereby releases Mountain Goat Movement from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Optional

extras include, as example, but are not limited to, rafting, horseback riding, sightseeing flights and other extras that are not included in the adventure price.

## 26. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

## 27. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall insure to the benefit of and be binding upon Mountain Goat Movement and the Client and their respective heirs, legal personal representatives, successors and assigns.

## 28. ERRORS AND OMISSIONS

Although Mountain Goat Movement has made a concerted attempt to verify the accuracy of statements made herein, Mountain Goat Movement cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in their brochure, travel documents, or on the website.

## 29. PRIVACY POLICY

Mountain Goat Movement will provide personal information to suppliers and carriers to enable the operation of the services requested. Mountain Goat Movement will do all reasonably possible in endeavoring to protect personal information.

## 30. FINANCIAL SECURITY

To ensure adventure arrangements are fully protected, all monies received as payment for adventures booked with Mountain Goat Movement will be deposited in a Trust Account with Bank of America. The Mountain Goat Movement, LLC Trust Account is bound by banking regulations and independently audited. Money is held in Trust until the adventure is completed or the services comprising the adventure have been paid for by Mountain Goat Movement.

### 31. APPLICABLE LAW AND CHOICE OF FORUM

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to applicable conflict of law provisions.

### 32. UPDATING OF TERMS AND CONDITIONS

Mountain Goat Movement reserves the right to update and amend these terms and conditions at any time. It is the responsibility of the Client to keep updated with any changes. The current version of terms and conditions will always be found on the website [www.mountaingoatmovement.com](http://www.mountaingoatmovement.com) and will be the terms referred to in any dispute.

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## Mountain Goat Movement **DATA PROTECTION POLICY**

Mountain Goat Movement is committed to processing data in accordance with its responsibilities under the GDPR and other subsequent laws. If you have any questions

about our data protection policy, you can contact our team at [mountaingoatmovement@gmail.com](mailto:mountaingoatmovement@gmail.com)

This data protection policy ensures Mountain Goat Movement: Complies with data protection laws, follows good practices, is transparent about how it stores and processes individuals' data, protects itself from the risks of a data breach, protects the rights of staff, customers, and partners

## INFORMATION WE COLLECT ABOUT YOU

For the purpose of providing a travel service to you, Mountain Goat Movement may collect and hold personal information such as:

Your name, date of birth, gender, postal address, telephone number, email address, passport details, medical information and travel insurance details (where required).

Details of the products and services you have purchased from us or which you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your inquiries.

## HOW IS YOUR PERSONAL INFORMATION USED?

Mountain Goat Movement travel may collect, use or disclose your personal information, either directly or through booking partners, for the purposes of offering or booking travel services on your behalf, such as your name, age, address, phone number, e-mail address, emergency contact information, passport information, travel medical information (where required), insurance details, nationality, residency, nutrition preferences, trip evaluations, travel and accommodation preferences, comments you provide us, trip destination information, and payment-related information. This personal

information enables us to provide you with trip information, book flights, accommodations, process payments, and provide similar travel services.

If you book a Mountain Goat Movement trip, Mountain Goat Movement may rely on local third party adventure providers. Please be aware that Mountain Goat Movement may be required to provide certain personal information to our third party adventure providers for the purposes of delivering your experience. For example, if you book a Kilimanjaro Adventure through Mountain Goat Movement, we will be required to provide certain personal information to our third party adventure provider for the purposes of securing your permits, food to accommodate dietary restrictions, ensuring the safety and security of our passengers and products, complying with laws, regulations, and immigration requirements, etc . When you book travel services with us, you consent to collection, use and disclosure of your personal information by Mountain Goat Movement—and the corresponding collection and use by the relevant travel partners or suppliers—for the purposes of administering and delivering the travel services you requested.

## NEWSLETTERS AND CONTACT FORMS

We may also collect personal information, including contact information such as name, address, and phone number or email address if you elect to fill out one of our contact forms, subscribe to our newsletter, or request information from us via email. We use this personal information for the purposes of delivering the information you request.

## EMPLOYMENT

Mountain Goat Movement collects personal information from individuals applying for employment or similar positions at Mountain Goat Movement to the extent necessary to identify the individual and evaluate their suitability for the position they are applying for. This information may include name, contact information, educational and employment



background, criminal record verification, residency and/or citizenship information, and other information necessary for us to screen potential employees and staff.

#### EUROPEAN RESIDENTS: TRANSFERS OF DATA OUTSIDE EUROPE

Please note that if you are resident in the UK, European Union or European Economic Area (“EEA”) we may hold your personal information outside of the EEA. For instance, your personal information may be held by us in the United States (which has been recognized by the European Commission as having an adequate level of privacy protection).

We may also need to transfer your personal information to travel suppliers and other third parties outside of the EEA, for instance where a supplier is based outside of the EEA. Countries outside of the EEA may not have the same level of privacy laws as exist in the UK, Canada and the EEA. We will take reasonable steps to ensure that your privacy rights are protected.

#### HOW IS YOUR PERSONAL INFORMATION PROTECTED?

We have implemented measures designed to help protect personal and sensitive information provided to us. We maintain reasonable administrative, technical and physical safeguards in an effort to protect against unauthorized access, use, modification and disclosure of personal information that is in our custody and control.

#### CHANGES TO THIS PRIVACY POLICY

It may be necessary for Mountain Goat Movement to amend or make revisions to this Data Protection Policy. If we make a change to the Policy, the revised version will be posted on our website. Please refer to this Data Protection Policy for the latest information about our personal information practices.

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## **Damage and Misconduct to Campsites and Camp Hosts**

As a Camper, you are responsible for respecting and leaving the Campsite in the condition it was in when you arrived. You agree to also show the same respect and care to the Camp Host. Any Camper who engages in offensive, violent or sexually inappropriate behavior, steals, or engages in any other disturbing conduct towards any Camp Host will be kicked out the campsite with no refund, and legal action will be taken. You acknowledge and agree that, as a Camper, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Campsite. In the event that a Camp Host claims damage or misconduct and provides evidence of such, including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your Mountain Goat Movement Account. In situations in which you have been determined, in Mountain Goat Movement's sole discretion, to have damaged any Campsite. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Campsite to the applicable Camp Host or to Mountain Goat Movement (if applicable).

If you are a Camper, you understand and agree that Mountain Goat Movement may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused or been responsible for or to an Campsite or any personal or other property located at an Campsite. You agree to cooperate with and assist Mountain Goat Movement in good faith, and to provide Mountain Goat Movement with such information as may be reasonably requested by Mountain Goat Movement, in order to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as

Mountain Goat Movement may reasonably request to assist Mountain Goat Movement in accomplishing the foregoing.

### **Overstaying without the Camp Host's Consent**

Campers agree that a confirmed reservation is merely a temporary license granted by the Camp Host to the Camper to enter and use the Campsite for the limited duration of the confirmed reservation and in accordance with the Camper's agreement with the Camp Host. Campers further agree to leave the Campsite no later than the checkout time at noon on the final day of the booking, or such other time as mutually agreed upon between the Camp Host and Camper. If a Camper stays past the agreed upon checkout time without the Camp Host's consent, they no longer have a license to stay in the Campsite and the Camp Host is entitled to make the Camper leave. In addition, Campers agree that the Camp Host can charge the Camper, for each 24 hour period or portion thereof that the Camper stays over the agreed period without the Camp Host's consent, an additional nightly fee of two times the nightly Campsite Fee originally paid by the Camper to cover the inconvenience suffered by the Camp Host, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Camp Host to make the Camper leave (collectively, "Additional Sums"). Campers agree that Mountain Goat Movement, in its role as limited collection agent for the Camp Host, shall charge the Camper's credit card or other payment methods it has on file to collect these Additional Sums. In addition, Mountain Goat Movement may recover any costs and expenses it incurs in collecting the Additional Sums by charging the Camper's credit card or other payment method on file.

### **Acknowledgement of Risks**

You acknowledge and agree that there are risks associated with participation in outdoor activities available to you at Mountain Goat Movement partner campsites. These risks may include, but are not limited to: uneven, loose and/or slippery terrain; unmarked natural and manmade hazards; drowning; steep grades; dangerous and rapidly changing weather conditions (e.g., lightning, high winds, extreme heat and cold, heavy rain and flash floods); forest fires; delayed emergency medical response; dangers arising from the use of campsite equipment; wildlife (e.g., snakes, bears, raccoons, coyotes, ticks and bees); and contact with and/or consumption of animal products, vegetation, water and other substances found on and around the campsite.

### **Indemnification**

You agree to release, defend, indemnify, and hold Mountain Goat Movement and its additional insureds, affiliates and subsidiaries, and their officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with booking of a Campsite, or the use, condition or rental of any Campsite by you, including but not limited to any injuries, death, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a Campsite. You also release, defend, indemnify and hold harmless Mountain Goat Movement from any claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal fees, arising out of or in any way connected with such your use of any Camp Host's Campsite.

### **Reporting Misconduct**

If you feel Camp Host is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Mountain Goat Movement by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

## **Dispute Resolution**

You and Mountain Goat Movement agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Mountain Goat Movement are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Mountain Goat Movement otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of **New Jersey** and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Changes. Notwithstanding the provisions of the "Modification" section above, if Mountain Goat Movement changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Mountain Goat Movement's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Mountain Goat Movement in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).