



## **TERMS AND CONDITIONS**

**BE SURE TO READ THIS FORM CAREFULLY!**

**\*Please print all 6 pages, initial each page, and sign page 6.**

**\*Please email signed scanned forms to [heather@2041.com](mailto:heather@2041.com) or fax +1 530 587 2144**

**\*Please bring signed originals with you to Ushuaia for collection at the hotel**

**Warning: by signing this release, you restrict your right to sue.**

For all purposes of these Terms and Conditions and the incorporated Liability Waiver, all rights, obligations and defenses of Antarctic "2041" Ltd. extend to and are for the benefit of the sponsors of Antarctic "2041" Ltd. and for these purposes, Antarctic "2041" Ltd. enters into these terms and conditions with you not only on its behalf but also as agent and trustee for and on behalf of such sponsors, all of whom will be deemed to be parties hereto.

### **Reservations and Payments**

To confirm your reservation on the IAE 2012 Expedition, a non-refundable deposit must be received by 2041 as well as a signed copy of this Terms and Conditions and Release of Claims and Waiver of Liability Form. The balance is due as per your invoice. All prices and payments are in US dollars.

### **Cancellations**

If it becomes necessary to cancel your reservation for any reason, you must notify Antarctic "2041" Ltd. immediately, in writing by email to [annek@2041.com](mailto:annek@2041.com) and by post to: 2041, 11045 Donner Pass Road, Suite 2D, Truckee, CA 96161 USA. If you cancel 120 days prior to departure, no refund will be honored. Cancellation will take effect upon receipt by Antarctic "2041" Ltd. of your written notice. Wherever possible a replacement will be found to take your place and you will be required to cooperate fully with this process, including changing flight details and returning any clothing provided. Should we be unable to find a replacement you will be responsible for the full cost of the program.

In the event that you cancel, Antarctic "2041" Ltd. will not be responsible for any costs incurred by the participant. Antarctic "2041" Ltd. reserves the right to cancel places in the best interests of the company and all individuals involved.

If for any reason the voyage on the vessel (which is chartered) is cancelled, you will not be entitled to make any further claim for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation howsoever arising, whether or not such cancellation arises in whole or in part as a consequence of any act or omission of Antarctic "2041" Ltd. or its servants or agents.

**Initial:** \_\_\_\_\_

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#### **MAILING ADDRESS:**

Antarctica "2041" LTD, c/o Juniper Business Services Inc., 11045 Donner Pass Road Suite 2D, Truckee, California USA 96161

#### **CONTACT INFORMATION**

Phone: +1.530.587.2041

Fax: +1.530.587.2144

Web: [www.2041.com](http://www.2041.com)

Email: [contact@2041.com](mailto:contact@2041.com)

**Travel Insurance**

**IN ORDER TO PARTICIPATE YOU MUST BE IN POSSESSION OF APPROPRIATE TRAVEL INSURANCE, INCLUDING BUT NOT LIMITED TO CANCELLATION INSURANCE. PROOF OF THIS INSURANCE MUST BE SHOWN ON THE “TRAVEL INSURANCE” FORM.**

**Delay or Change of Itinerary**

We will attempt to adhere to the itineraries as published. However, we may for any reason change the date of departure or conclusion of the expedition, the scheduled point of departure for the expedition, omit or change any scheduled stop on the expedition, change the scheduled place of conclusion for the expedition and change the mode of transport whether before or after the tour has departed, without prior notice to you.

You will have no right to any reimbursement and Antarctic “2041” Ltd. will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes whether or not such changes arise in whole or in part as a consequence of any act or omission of Antarctic “2041” Ltd. or its servants or agents.

In particular, should there be any delays in the programme arising from weather conditions causing any logistical delays, Antarctic “2041” Ltd. will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such programme changes or as a result of such changes.

**Expedition Costs and Expectations of Participants**

Participants will be expected to obtain clothing items and equipment as set out in the Antarctic “2041” Ltd. Clothing and Gear List. In addition, participants are advised to bring at least US \$300.00 with them on the expedition to cover some meals, snacks, refreshments, gratuities on board and personal purchases.

**Photography**

Team members extend 2041 permission to take their photograph during the voyage and release all rights over those images. Team members who do not wish to be photographed during the voyage must inform 2041 in writing prior to the voyage.

**Responsibility to Antarctic “2041” Ltd. and Sponsors**

You agree to conform to all reasonable requests from Antarctic “2041” Ltd. and or your Sponsor (which, where applicable, will include your employer) to assist and participate in any public relations/publicity and media related activities. You understand that all costs associated with such activities will be borne by your Sponsor and not by Antarctic “2041” Ltd. (excluding expenses referred to above). You agree to act in a professional and reliable manner in relation to Antarctic “2041” Ltd., your Sponsor and any sponsored activity.

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**Limitation of Liability:**

**This is very important. Please read carefully before signing this document.**

I, the undersigned, acknowledge that I have read and understood the above, and that I confirm the above and the following:

Antarctic "2041" Ltd. (as described above) will not (subject to any statutory requirement to the contrary) be liable for injury, death, loss or damage to me, whether caused by any act or omission of Antarctic "2041" Ltd. or its servants or agents or whether caused by other passengers/expedition members, nor will Antarctic "2041" Ltd. be liable to me for any uninsured losses of my baggage or other property and, further, Antarctic "2041" Ltd. will not be liable to me for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience, nor for any illness, injury or death sustained during the expedition from my point of departure from my country of origin until my return.

I am aware that the trip, in addition to the usual inherent dangers and risks associated with air- and sea travel, has certain additional dangers and risks, some of which may include (but are not limited to): physical exertion for which I may not be prepared, weather extremes subject to sudden and unexpected change, remoteness from normal medical services, and evacuation difficulties should I be disabled.

**I accept all the inherent risks of the proposed adventure trip and the possibility of personal injury, death, property damage or loss or other losses resulting there from.**

I understand that there will be a Medical Doctor on board the vessel and that there may or may not be a doctor onshore while we are camping for one night. I hereby authorize Antarctic "2041" Ltd. to arrange medical treatment and emergency evacuation services on my behalf, and as may be deemed essential for my safety, should I suffer injury, illness, or become otherwise incapacitated. I acknowledge and accept that such costs will be for my account should I not have adequate insurance coverage for such treatment or evacuation.

In entering into this Agreement, I confirm and agree that:

- (a) I am not relying on any oral, written or visual representations or statements by Antarctic "2041" Ltd. or their staff or any other inducement or coercion to go on the expedition, hence, only of my own freewill.
- (b) I am over the age of 18 years and that I have read and understood the terms and conditions of this Agreement prior to signing it and I agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.
- (c) That this Agreement is subject to and conditional upon my concurrent execution of the incorporated Release of Claims and Waiver of Liability.
- (d) That this Agreement shall be governed in all respects by and interpreted in accordance with the law of England and the exclusive jurisdiction of the English courts.

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## **RELEASE OF CLAIMS AND WAIVER OF LIABILITY**

The undersigned wishes to take part in an expedition with Antarctic "2041" Ltd. to the Antarctic Peninsula ("the Antarctic regions"), IAE 2012. For all purposes of this Liability Waiver, all rights and defenses of Antarctic "2041" Ltd. extend to and are for the benefit of Antarctic "2041" Ltd.'s sponsors and for these purposes, Antarctic "2041" Ltd. enters into this Liability Waiver with you not only on its behalf but also as agent and trustee for and on behalf of such sponsors, all of whom will be deemed to be parties hereto.

The undersigned is aware that Antarctic "2041" Ltd. requires each participant in the expedition to execute and deliver to Antarctic "2041" Ltd. a release in the form hereof before they will be permitted to embark on the expedition.

The undersigned is aware that as an adventure traveler in the Antarctic regions he or she will, in addition to the usual dangers inherent in communal area restoration and scientific data collection with tools and terrestrial based activities (including hiking), be exposed to certain additional dangers and risks specific to travel and work in the Antarctic regions, including and without limitation:

- (a) Extreme weather conditions, which can change rapidly and without warning.
- (b) Extreme low temperatures, which, particularly when compounded by strong winds, can have rapid and adverse effects on the human body and its metabolism.
- (c) Exposure to solar radiation, creating additional danger and risk to skin and eyes.
- (d) The remoteness of the Antarctic regions from any modern facilities (including medical conditions that might not otherwise pose a serious threat to one's health or safety where medical treatment facilities are readily accessible, may be exacerbated by the logistical delays involved in obtaining medical treatment in the Antarctic regions).
- (e) Hazardous and little known terrain, possibly covered in ice and snow, which may disguise or completely obscure dangers such as unstable slopes or crevasses.
- (f) Manual labor with tools on communal area restoration and scientific data collection at Antarctic bases where hazardous materials may not have been properly recorded or stored, where structures may be dilapidated, unsafe and prone to collapse, and where rubbish may not have been properly secured.
- (g) Hazards that may be poorly signed, if signed at all.
- (h) The lack of health and safety procedures applicable to the Antarctic regions.

Initial: \_\_\_\_\_

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The undersigned acknowledges that the enjoyment and excitement of adventure travel to and within the Antarctic regions is derived in part from participation in activities in an extreme environment, far from the facilities of modern civilization and acknowledges that the inherent risks of travel in this environment contribute to such enjoyment and excitement.

The undersigned further acknowledges that the satisfaction of making a contribution to environmental work in a remote environment may involve a higher degree of risk than they might otherwise encounter doing similar work in a less remote area.

As a condition of and in consideration for Antarctic "2041" Ltd. permitting the undersigned to participate in the expedition, the undersigned agrees and undertakes (on his or her behalf and on behalf of his or her heirs, next of kin, executors, administrators and successors) as follows:

To assume all of the risks inherent in adventure travel that may result both from participation in the expedition itself or otherwise howsoever arising, including without limitation the risk of personal injury, death, loss or damage to person or property and any loss, costs or expenses resulting there from.

Not to participate in any work where he or she is in any doubt about the hazardous nature of the materials to be handled or the safety implications of the task to be undertaken.

To accept the terms and conditions laid down by agencies providing transportation and facilities to the expedition and to sign concurrently and be bound by the Antarctic "2041" Ltd. Terms and Conditions to which this Release of Claims and Waiver of Liability is incorporated.

That to the maximum extent permitted by law, neither Antarctic "2041" Ltd. or its servants or agents nor its sponsors or its suppliers will be liable for any loss, damage, illness or injury whatsoever directly or indirectly occasioned by or resulting from negligence, wrongful act or default of Antarctic "2041" Ltd., its sponsors and suppliers or their respective servants or agents or from any other clause howsoever arising, including any act of God or the physical or mental condition of the participant.

Notwithstanding the foregoing, in the event of any loss, damage, illness or injury during any period to which the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea is compulsorily applicable, any claim for any such loss, damage, illness or injury must be determined in accordance with the provisions of the said Convention.

Subject to clause 5 above, to waive any and all claims of whatsoever kind and nature the undersigned may now and in the future have against Antarctic "2041" Ltd. or its servants or agents, or its sponsors, or its suppliers and to release from all liability whatsoever and not sue or otherwise make any claim against Antarctic "2041" Ltd. or any of its servants or agents, nor against its sponsors or its suppliers in respect of loss, damage (including property damage), illness or injury.

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That the undersigned is medically, physically and in all other respects, fit and fully able to participate in adventure travel in the Antarctic regions.

That the undersigned will be responsible for his or her own search and rescue, medical and life insurance coverage and that the undersigned has obtained, or that his or her own employer or sponsor has obtained, the Travel Insurance required by the Antarctic "2041" Ltd. Terms and Conditions.

That the undersigned enters into this Agreement and has elected to participate in the expedition of his or her own freewill.

That this agreement shall be governed by and construed in accordance with the law of England and the exclusive jurisdiction of the English Courts.

The undersigned acknowledges that having read and understood the Release of Claims and Waiver of Liability as well as the Terms and Conditions in its entirety, agrees to be bound by all of the terms hereof and further confirms that this Agreement will be binding on his or her heirs, next of kin, executors, administrators and successors.

Signed this .....day of ..... year .....

.....  
Signature of Expedition Participant                      Participant name (print clearly)

.....  
Address of Expedition Participant

**The witness must NOT be a participant in the expedition:**

.....  
Signature of Witness    Witness Name (print clearly)

.....  
Address of Witness:

If you have any inquires regarding this form please contact: [expeditions@2041.com](mailto:expeditions@2041.com) or by telephone at +1-530-587-2041. (USA)

**Remember to retain of copy of the completed documents for your records.**

**Originals must be brought with you to Ushuaia, Argentina.  
Scanned copies are to be sent to [heather@2041.com](mailto:heather@2041.com)**