



## TERMS AND CONDITIONS

This document, (Terms and Conditions) is a binding contract between In The Company of Guides LLC and you, the participant of an ITCOG climb, ski, trek, or other activity, (herein referred to as “participant”). In consideration of the services of ITCOG, I agree as follows:

### **Deposits and Registration:**

A 20% deposit is required to confirm any booking. Your deposit is your confirmation that you agree to all Terms and Conditions and other relevant information concerning your selected trip.

A registration form must be completed by all participants. Once we have received your registration form and your deposit, we will then send you important information relating to your specific trip.

We will accept checks, bank transfers, and wires with no additional charge to you. If you choose to pay by credit card, you will be charged an extra 3% to cover ITCOG's costs associated with processing and receiving credit card payments.

### **Cancellations and Refunds:**

All balances are due 30 days prior to your trips starting date. Participants whose balances are not paid before the 30-day deadline risk forfeiture of their booking without a refund of their deposit.

-Due to the high upfront costs to guarantee logistical services and permits, ITCOG must adhere to a stringent refund policy. That said, this is a personalized service and we will attempt to accommodate changes and cancellations when feasible.

-Full refunds, less the non-refundable deposit, will be provided 30 days or more before your trips departure date.

-No refunds will be provided 29 days or less prior to the departure date of your program.

-All refund requests must be made in writing and in our office before the deadline stated above.



**Insurance:**

Participants are responsible for and will pay all expenses incurred or associated with departing a trip early for whatever reason including but not limited to illness, injury, or other personal reasons. The participant is responsible for paying their own evacuation, rescue, transport costs, and for all other services not included in the ITCOG trip

description. The participant acknowledges they have the necessary insurances to cover this type of expense or have sufficient financial capability to pay these costs. Participants are required to carry personal medical and in some locations personal rescue insurance. We provide personal rescue insurance options on our website.

We also strongly recommend you purchase trip cancellation/interruption insurance. This insurance is for your peace of mind, and to avoid the financial costs often incurred by unexpected cancellations or trip interruptions. We provide insurance options on our website. ITCOG does not provide any type of insurance coverage.

**Travel and Health:**

Travel to and from the trips starting point is your responsibility. This means Visas, Passports, and other required travel documents need to be secured and organized by you. ITCOG will often assist with contacts and instructions, but we are unable to accept any responsibility, financially or otherwise for any decisions, actions, or inactions resulting in consequences to your trip.

Participants are responsible for their own well-being, which includes being in good health and the physical fitness and abilities required for your trip. (See Climber/Skier Ability and fitness document) Participants are advised to consult a physician before any trip.

**Safety, Weather, and Summit Policy:**

All ITCOG trips are run in a mountain environment, where weather and other environmental and personal factors are out of our control. Given the nature of the services hired by you the participant, the decisions taken by the guide are final. Summits are not guaranteed...We are selling trips, not summits. Once a trip begins, even if it is cut short due to any participant's physical or mental appropriateness, weather or other environmental factors, no refunds will be made.

**Unforeseen or Unavoidable Events:**



In the case of Pandemic, Natural Disaster, War, Governmental and official orders affecting your trip, or any other event, that even with due care and diligence could not have been avoided, ITCOG cannot accept liability or guarantee any refunds either for the costs of your trip or for your other related expenses.

**Agreement to Terms and Conditions:**

In consideration of the services provided and to be provided to me as a participant of an ITCOG trip, I hereby agree to all terms and conditions in this document. In the event that I file a lawsuit against ITCOG, I agree to do so solely in the state of Utah, and I further agree that the substantive law of the state of Utah shall apply in that action without regard to the conflict of laws and rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**I have had sufficient opportunity to carefully read this entire document and clearly understand and voluntarily agree to be bound by its terms and conditions stated herein and acknowledge that this agreement shall be effective and binding up me the participant, my heirs, assigns, personal representatives and estate and for all members of my family including my spouse and minor children.**

**By signing this document and making my deposit, I certify that I agree to all Terms and Conditions as stated.**

**Print Name: Date: Signature:**

\*It is always our goal to provide a safe enjoyable trip and to meet all of your expectations. We will do our best to work with you to find acceptable solutions to all of your concerns.