

BOOKING INFORMATION TERMS AND CONDITIONS

MARANON EXPERIENCE™ is a brand name operating under VIVE AVENTURA SAC. RUC: 20554078606

Rafting, by its nature is an inherently dangerous recreational activity, with the ever-present risk of injury. VIVE AVENTURA SAC will take every precaution to ensure your safety and enjoyment, but you will be participating in the trip at your own risk. Because much of the rafting experience occurs in remote locations, access to medical care can be limited and evacuation difficult. For these same reasons, there is always the possibility of a disruption of travel plans. These terms and conditions limit the liability of VIVE AVENTURA SAC and define your rights and obligations. Please read them carefully.

How to Book

1. To book a tour you must read and agree to these terms and conditions, and then send your deposit to us via WeTravel or direct bank deposit. By submitting a tour booking request and paying a deposit you are acknowledging you have read, understood and agree to these terms and conditions.

The balance of your trip cost is due 60 days before departure. We will send you an invoice and details of how to make payment. Transfer fees are generally paid by the client, as these can vary depending which country you are sending payment from.

Cancellation by client

2. These cancellation fees apply if you cancel your booking based on how many days in advance you cancel your trip:

60 days or more prior to your trip \$250/person

59 – 30 days prior to your trip \$500/person

29 – 15 days prior to your trip 50% of the trip price/person

14 – 0 days prior to your trip 100% of the trip price/person

Cancellations must be in writing and preferably be sent by email (contact@maranonexperience.com). Cancellation charges may be recoverable on your travel insurance.

Transfers

3. If you need to cancel close to departure and let us know, we will attempt to offer you a position on another tour on a sub-load basis. There is normally no charge to transfer to another trip of equal duration to the trip booked, if enough notice is given. There is no refund for arriving late or leaving a trip early.

Itinerary alteration by VIVE AVENTURA SAC.

4. Marañón Experience™ trips are true expedition holidays. There are many rapids, some may require strenuous portages.

The weather conditions in the wet season (November-May) can also lead to dramatic changes in water levels that can mean additional portages and changes to planned itineraries. You accept whatever alterations to itineraries that VIVE AVENTURA SAC desires to make in these circumstances.

Cancellation by VIVE AVENTURA SAC. and minimum numbers

5. In the unlikely event that VIVE AVENTURA SAC. cancels your tour before the scheduled meeting time and departure date, we will offer you alternative arrangements or we will refund all your payments made to VIVE AVENTURA SAC. We will not be liable for any additional costs incurred by you. All tours are subject to minimum numbers.

Included in Fully Guided Packages (excludes custom bookings and outfitted services, check your personalized quote for details).

6. Included in the trip cost are all rafting equipment and safety equipment including helmet, Personal Flotation Device (PFD) aka Life Jacket, waterproof river bag, professional guides, all transport between your starting location (usually Cajamarca), and finish location (usually Jaén). See your itinerary or brochure for more details.

Not Included

7. Not included in the trip cost (except where stated otherwise) are airfares to Peru or inside Peru, travel insurance, sleeping bag, extra meals, extra drinks, and any items of a personal nature. Check our website, brochure or your itinerary for any changes and additional exclusions, or email us if you would like to hire equipment.

Risk Warning and Liability Waiver

8. **Risk Warning:** Recreational activities in a remote Andean canyon such as white water rafting, kayaking, canoeing, swimming, walking, climbing, descending, canyoning (canyoneering), camping, caving, cooking, 4 wheel driving, flying in aircraft and travel by road involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others. This warning constitutes a risk warning for the purposes regional and national liability laws and regulations in Peru.

Liability Waiver: You will be required to sign a paper copy of this form and a liability waiver at the pre departure meeting for your tour.

A copy of the Liability Waiver is available on the website <http://maranonexperience.com/terms-and-conditions/> or by request.

VIVE AVENTURA SAC. May update this waiver at anytime until you have signed the requested document prior to your trip.

IMPORTANT INFORMATION REGARDING RISKS, DANGERS AND SAFETY.
IF YOU HAVE ANY QUESTIONS, PLEASE ASK

9. **Please do not book this trip if you believe it to be perfectly safe. IT IS NOT.** While your guides are skilled and experienced, they are unable to guarantee protection from all risks. YOU MUST A. Pay close attention to and follow safety instructions, particularly in all safety talks. B. Take responsibility for avoiding or minimizing risks and C. Develop a questioning attitude. D Read, watch and listen to all safety materials provided to you before or during the journey.

10. Once rafting on the Marañón River has commenced it may be very difficult to leave this tour before, or in some very unlikely situations, after its scheduled finish date, for operational reasons. We have never had a tour run overtime, however this is theoretically possible in high water months (Nov-May) if a group were to be delayed while waiting for the high water to pass or for other unforeseen reasons. It is possible to walk out from many locations along the Marañón River, with regular river access provided by local pathways (6-8 hours walk to nearest road). It is also possible to be air lifted out by helicopter from some locations in emergency situations. Once on the river, at certain points it may be difficult or dangerous to stop or turn back. It is possible to walk around most rapids (but not practical to walk around all rapids). Please discuss with your guide know if you wish to walk any rapids.

11. This expedition takes place in a remote Andean wilderness setting. Should an accident occur or a serious medical condition occur, it may take hours or even days to get professional medical attention and evacuation may be difficult and prolonged.

12. Side hikes are generally on small or unformed dirt paths, sometimes walking over loose rocks or in streams. Heat is a major factor on these hikes, which generally occur in the middle of the day. All side hikes are optional, consult with your guides if you are unsure of your abilities.

13. The most difficult level of rapid run on most tours is grade 4, intense, powerful but predictable rapids requiring precise boat handling in turbulent water. Depending on the river level, they may feature large unavoidable waves (up to or over 3 meters in height), drops (up to 3 meters in height), and holes (stoppers or hydraulics) or constricted passages requiring fast maneuvers under pressure. A raft flip, or individual falling out is always a possibility. Risk of injury to swimmers is low to moderate, and water conditions and participant ability may make self-rescue difficult. Group assistance for rescue is often essential but requires practiced skills which guides will teach in the early stages of your trip.

Rapids can reach class V if tour takes place in highwater (season usually November-May) or if your trip navigates sections of river South of Chagual.

14. Activities may include, but are not limited to, carrying trip equipment, preparing food and water for consumption and adventurous pursuits such as white water rafting, kayaking, canoeing, swimming, walking, climbing, camping, campfires, canyoning, descending, caving, riding animals such as donkeys or horses, hiking, portaging or lining boats and gear, 4 wheel driving and flying in aircraft. Settings may include but are not limited to wild rivers, highways or roads, forests, dry forests, desert, mountains, cliff faces, canyons, caves, beaches and lakes.

15. Each activity has many associated risks (hazards and perils). These dangers may include but are not limited to, risks of walking on slippery, uneven, steep and unstable ground, consumption of alcohol, consumption of contaminated water or food, rock fall, tree fall, lightning, flash floods, swiftly moving water, extremes of weather and temperature (including sudden and unexpected change), offensive animals, assault, poisonous plants, poisonous snakes, poisonous insects and spiders, equipment malfunctions or misuse, human misjudgment, motor vehicle or air-plane accident. There are hazards of travelling in a raft, canoe, or kayak in rough and turbulent river conditions, including loss of control of a boat and associated flips, broaches, and pins, being thrown into unfamiliar water, diving into shallow water, water fights, swimming, flush drowning in white water, entrapment under the water, using paddles and other equipment and other risks related to white water activities and physical exertion which are unaccustomed.

16. Safety procedures are taken to provide some protection against risks. These procedures include but are not limited to: using safety equipment such as helmets, personal flotation devices, ropes, shoes and appropriate clothing, instruction and demonstration, avoiding dangers by detouring, modifying or aborting an endeavor.

17. Potential accidents include, but are not limited to, illness, drowning, hypothermia (cold exposure), hyperthermia (heat stroke), falls, food poisoning, cuts, sprains, bruises, fractures, arterial bleeding, concussion, spinal cord damage and death. Participants must do everything possible to help reduce the potential for accidents. Accidents occur when human and environmental dangers combine. You have the fundamental responsibility to act in a safe and alert manner and thus avoid accidents

18. The activities you will be engaged in do often require a reasonable level of physical fitness and agility. If you are unsure of your ability to participate because of your physical or mental condition you should contact VIVE AVENTURA SAC. and / or speak with a physician prior to booking a trip. If you require any medications, you should ensure you take enough with you to last the entire trip, including extras in case of loss or damage to baggage. Any medication you take with you is your responsibility, however we encourage you to discuss your requirement with your guides.

DISPUTES

19. This contract is formed in Peru in the region of CAJAMARCA and the trip may be carried out in the regions of Cajamarca, Amazonas, La Libertad, Ancash, Huánuco or include other regions depending on your specific tour. As such it is subject to the laws, first of the region where it was formed and second to the laws of PERU. Any legal action arising out of any contract with VIVE AVENTURA SAC can be heard only in a Peruvian court in the region where it was formed, or in an alternate region of Peru only if explicitly agreed to by VIVE AVENTURA SAC, it may be appealed to an appropriate National Court in Peru.

20. If any part of these terms and conditions or booking information is determined by a Peruvian court to be unenforceable, the remainder of the booking information, terms and conditions shall be unaffected and shall continue in full force and effect.

WAIVER OF CLAIMS

I _____ **[Full Name]** of _____ **[Country]** with identification number _____ **[Passport Number]** agree to the following **conditions and declarations** as affidavit for myself and for any minor child(ren), each of which I have **INITIALED**.

- I have read, understood and agree to the booking information, terms and conditions. _____
- I accept the fact that while the trip leader and/or guides are skilled and experienced, they cannot guarantee my total safety as the trip is a dangerous recreational activity and some risks are beyond their control. _____
- I agree to follow all lawful instructions and guidelines given by the trip leader or guides and to act in a safe and responsible manner toward all participants, to watch where I am going and be as situationally aware as possible. _____
- I am sufficiently fit (socially, mentally and physically) to participate in this tour / expedition. _____
- I accept that my continued participation is at the absolute discretion of the trip leader (on fully guided trips.) _____
- I agree to the responsible use of alcoholic beverages and any other substance that I may consume. _____
- I agree to disclose to VIVE AVENTURA SAC. any medical conditions which may affect my participation on this tour. _____
- I will notify the tour leader of any changes to my health and fitness which may occur during the tour. _____
- I acknowledge that VIVE AVENTURA SAC. has strongly recommended that I purchase adequate insurance that will cover any emergency evacuation and medical expenses that could be incurred on this trip. If I have not purchased adequate insurance I am solely liable and I agree to pay all costs involved with such medical treatment or rescue. _____
- I give permission for the trip leader or guides to obtain emergency medical or rescue services for me should I become injured or ill. This authority continues even if I am unconscious or unable to make a clear decision. _____
- I acknowledge that my participation in this whitewater rafting trip is by my choice and I am not relying on any representations made by or on behalf of VIVE AVENTURA SAC. _____
- I fully comprehend and willingly assume the responsibilities and risks of participating in this activity, as outlined in the advertising material and brochures, as further explained to me by the trip leader or guides on the trip and as described in the booking information, terms and conditions above which I have carefully read. _____
- I acknowledge that to the maximum extent permitted by Law No N° 29571 (Code of Protection and Defense of the Consumer) and any other applicable laws, in the course of the trip I exclude VIVE AVENURA's liability for my death, personal injury, the contraction, aggravation or acceleration of a disease, the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to an individual or community, or that may result in harm or disadvantage to an individual or community. _____
- This waiver, terms and conditions shall be legally binding upon myself, all minors under 18 years travelling with me, my heirs, successors, next of kin, assigns, and legal representatives. _____
- To the maximum extent permissible under Peruvian Law, I agree to fully absolve VIVE AVENTURA SAC. RUC 20554078606, its directors, agents, employees, guides, contractors, volunteers, and collaborators in general (henceforth know as VIVE AVENTURA SAC.) from all liability for any damage, injury or loss which might be sustained while on this tour / expedition. _____
- I declare that VIVE AVENTURA SAC. has informed me through verbal and written communication about the route to be followed and safety measures to be adopted; moreover, about potential risks along the route which I accept fully and voluntarily; also how to act in any emergency. _____
- I declare that VIVE AVENTURA SAC. has informed me either through written or verbal communications about the required equipment for the activities to be performed, the safety rules and measures to follow which I commit to comply with. _____
- I agree to allow VIVE AVENTURA SAC. to use or publish photos of me taken on this trip for promotional purposes. _____
- I agree to be liable for the equipment that I receive from VIVE AVENTURA SAC. Assuming full liability (replacement cost plus all shipping, import duties and taxes) for any damages caused by improper usage or loss. _____
- I agree that if I perform any activity with my own equipment I assume liability for any damages or injury that may result from poor quality, poor usage or lack of maintenance of my own equipment. _____
- I declare that I have truthfully filled out a participant questionnaire which provides information to VIVE AVENTURA SAC about my Emergency Contact Details, Travel Insurance Policy, Allergies, Medical issues and conditions. _____

I assume any risks resulting from participating in the above activities and those listed in the BOOKING INFORMATION TERMS AND CONDITIONS. In witness whereof, I sign this document on my own free will. With participation of the duly authorized representative of VIVE AVENTURA SAC. with RUC #20554078606 in approval of this exemption from liability.

Signed: _____ on the _____ [date]

(Form Continued on Page 4)



RELEASE OF LIABILITY & ASSUMPTION OF ALL RISKS
PLEASE READ CAREFULLY, THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

ASSUMPTION OF RISKS on the MARAÑÓN RIVER _____[number of days] DAY RAFTING TRIP, STARTING ON _____[date] in _____[starting location] and finishing in _____[finish location], running the section of river from _____[Put in] to _____[Take Out] which is a class _____ section, and with maximum grade of rapid being run by participants to be class _____.

I, _____[print name] _____[Passport number], acknowledge as affidavit that I have voluntarily applied to participate in the VIVE AVENTURA expedition designated on this form, or to a trip to which I may subsequently transfer. I am voluntarily participating in the trip with the knowledge that the travel to remote areas visited by this trip involves numerous risks and dangers including but not limited to what was outlined in the BOOKING TERMS AND CONDITIONS

The trip that I have booked onto is a **[Fully Guided Trip]** or **[Row Your Own Self Lead Trip]**

- On **Fully Guided Trips** VIVE AVENTURA SAC staff will lead the trip, guide vessels (except for kayaks), give instruction and provide safety briefings as is expected on a normal touristic experience.
- On **Row Your Own Self Lead (RYOSL)** Trips, Participants have rented equipment, logistical support and/or staff from VIVE AVENTURA SAC. VIVE AVENTURA SAC is not running the trip and has no control of decisions made on the trip. Participants are running their own trip which is facilitated by VIVE AVENTURA SAC. Participants are responsible for leadership of their own trip, they are responsible for all decisions made and for the safety of all participants and VIVE AVENTURA SAC staff that are part of the trip. Any VIVE AVENUTURA Staff on a RYOSL trip are working under the direction of the trip participants. On RYOSL trips VIVE AVENTURA SAC staff will provide logistical support, language translation, on-river assistance and advice to the extent that the group asks for this. It is each individual participant's responsibility to ensure that collectively the group has the skills, experience and equipment to safely participate in the trip.

I acknowledge that the enjoyment and excitement of rafting and adventure travel in general, is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, WATCH WHERE I AM GOING AT ALL TIMES AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____[initial].

RELEASE

I acknowledge that the cost of all VIVE AVENTURA SAC. trips have been based upon trip participants executing this Release of Liability and Assumption of Risks. Therefore, as lawful consideration for being permitted to participate in such trip(s), I hereby RELEASE, DISCHARGE and hold harmless VIVE AVENTURA SAC. RUC 20554078606, ITS DIRECTORS, AGENTS, EMPLOYEES, GUIDES, CONTRACTOR, VOLUNTEERS, AND COLLABORATORS IN GENERAL (hereinafter VIVE AVENTURA SAC) from and against any and all liability arising from my participation in this trip regardless of any act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this trip. I also expressly agree to release and discharge VIVE AVENTURA SAC from any act or omission of liability when rendering or failing to render any type of rescue, emergency or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or suffer property loss, I am giving up my right to make a claim or file a lawsuit against VIVE AVENTURA SAC, even if they are by some act or omission are responsible for the damage, loss, injury or death. I further agree to hold harmless, defend, and indemnify VIVE AVENTURA SAC from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by me (or any minor under 18 years of age on whose behalf I am signing), or which I may have caused to spectators or other third parties in the course of my participation in this activity.

I agree that this release shall be legally binding upon myself, all minors under the age of eighteen years travelling with me, my heirs, successors, next of kin, assigns, and legal representatives it being my intention to fully assume all the risk of travel and release VIVE AVENTURA SAC. from any and all liabilities to the maximum extent permitted by law. I understand all applications are subject to acceptance by VIVE AVENTURA SAC., and upon acceptance shall be deemed to have been entered into and to be performed in CAJAMARCA, PERU. In the unlikely event that a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply:

- a) the disputes shall be settled by binding arbitration through the courts of CAJAMRACA, PERU;
- b) the dispute will be governed by the laws of CAJAMARCA, PERU;
- c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the cost of my trip as paid to VIVE AVENTURA SAC.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement. In entering this agreement, I am not relying on any representations made by or on behalf of VIVE AVENTURA SAC. I understand that this is a legally binding and enforceable contract and sign it of my own free will.

Executed this _____ [day] of _____ [month], 20____ [year] in _____ [region] PERU.

Signature of applicant (or parent if applicant is under 18 years of age) _____

Signature of witness _____ Printed Name of Witness: _____

Signature VIVEAVENTURA SAC Representative _____