

Freddy Silva tours: STONES OF SCOTLAND.

General Information, Conditions and Release of Liability.

Yes. This legalese is soooo boring, but necessary in this day and age when the odd individual just doesn't get the rules of engagement (otherwise known as 'How to Take Personal Responsibility in Public'). So if you wish to join this tour, please do so in the spirit in which it is being offered by carefully reading and initialing each clause, and sign at the end. By doing so you agree to all of the following...

Health and Physical Ability: This tour requires a high level of physical fitness because it involves a steep cliff climb and descent, and slippery boulders. Activities involve walking for much of the day, every day, where good stamina is essential. You hereby affirm that you accept the inherent risks involved in exploring sites of antiquity, and that you do not have any physical, emotional, or other disability that would create a hazard for yourself, or would become a distraction or burden on the guide and/or the tour participants. Also bear in mind that some locations may not cater to vegan and gluten-free diets. **Should you choose to disregard this clause and you are deemed physically unfit to take part, you will forfeit the tour, there will be no refund given, you shall not take further part, and no assistance will be provided to return you to your point of origin.** **INITIAL**_____

What is included in the tour price: Accommodations and breakfasts and their applicable taxes; tour vehicle and fuel; admission to listed tour sites; tour guide and driver; return airfare from Glasgow to Stornoway. Accommodations are chosen to provide quality lodging and service at reasonable cost. Some B&Bs may be a tad quirky and reflect local character, but they are clean and safe, and at least you'll talk about them when you get home. Registering couples: it is assumed you will be sharing the same bed. (Oh, stop sniggling.) Queen beds are requested, but on occasion, due to the smaller nature of European rooms, your room may come with a double or twin beds. I do my best to ensure all advertised events are followed. However I reserve the right to alter the itinerary to adapt to changing circumstances (ie. hotel bankruptcy, site maintenance, inclement weather, etc) so that the tour goes smoothly. **INITIAL**_____

What is not included: Lunches, dinners, international travel to/from Glasgow, incidentals, hotel extras, features prior to the start and after the end of the scheduled tour. **INITIAL**_____

Payments: A \$500 deposit is **non-refundable under any circumstances**. The outstanding balance is paid thus: 6 months prior to tour start date — \$350 to secure your flight reservation to Stornoway (non-refundable), along with full passport details. Remaining balance, 3 months prior to tour start date. **INITIAL**_____

Cancellations, refunds: Should you cancel your booking after paying the remaining balance, but no less than 60 days prior to the start date of the tour, I will try to find a replacement for you, and if successful, I will refund your payment minus the deposit, the internal flight to Stornoway, and any expenses incurred to myself. Should no replacement be found, any refund paid will reflect a debit for non-recoverable payments to hotels, rental car companies, etc., the deposit, and a fee to cover loss of income to myself. No refund shall be paid if you cancel your booking less than forty-five days prior to the start date of the tour. **INITIAL**_____

Insurance: You are advised to buy trip cancellation insurance to recoup monies paid to Freddy Silva, and for airfares and hotels you may have booked before and after the tour. For unforeseen

circumstances, and due to the outdoor nature of this tour, especially the cliff descent, it is recommended that you enroll in personal accident insurance. All personal items including baggage are your sole responsibility. Freddy Silva is not liable for your safety and well-being during this tour, or due to inclement weather or forces of nature. **INITIAL**_____

Responsibilities and Terms: (*this is the heavy part*) Freddy Silva and/or his agents gives notice that all tickets, or other issuances for conveyance or accommodation made by them, are made as agents for participants of Freddy Silva's tour upon the express condition that Freddy Silva and/or its agents are not liable for any accident, injury, damage, loss, delay, or irregularity which may be occasioned either by reason of defect in any vehicle, or through acts or default of any personnel. Freddy Silva accepts no responsibility for losses or incidental expenses due to delay or change in schedules, hotel booking irregularities, defaults, sickness, quarantine, emergency, weather, strikes, war, or other causes. All such losses are the sole responsibility of the participants. The right is reserved to not accept or retain as a participant any person whose acts or conduct are judged to be detrimental or in conflict with the safety, interest, harmony, or well-being of the group. Additionally, any tour participant who causes damage to the property of others, rental vehicles, hotel furniture and fittings, monuments, etc. will be personally liable by the respective owners for losses arising from such actions. **INITIAL**_____

Assumption of Risk and Release of Liability: (*this ain't lite either*) In consideration of, and in part payment for the right to participate in the trip and services, activities and food arranged on my behalf by Freddy Silva, its agents and associates, I (*the signatory below*) do hereby state that I fully assume all risks of illness, injury or death. I hereby release Freddy Silva, its agents and associates from all claims and action for damages in connection with the trip for which I am issuing payment. I concur that the foregoing shall be binding on me personally as well as on my heirs. Payment, in the form of deposit, or payment, partial or full, shall constitute consent to all terms contained herein. I (*the signatory*) have read and agree to everything within this document. **INITIAL**_____

I have read the Terms and agree herein with my (our) signature(s):

Name (Print): **Signed – traveler 1:** _____ Date: _____

Name (Print): **Signed – traveler 2:** _____ Date: _____

Address:

Person you wish contacted in case of emergency.

Name: **Country:** _____

Phone: **Email:** _____