



**Spiritual Excursion to India
Tungnath: Pilgrimage to the Mandakini Valley
March 13-25, 2017
Tour Participant Agreement
Terms and Conditions—LAND ONLY**

RESERVATIONS: Full payment in U.S. Dollars for the Himalayan Institute Spiritual Excursion to Tungnath and other pilgrimage sites in Northern India (the “Tour”) must be postmarked by the dates indicated. Land Only rates indicated are per person:

	LAND ONLY
Early registration (closes June 30, 2016)	\$2,700
Regular registration (closes October 15, 2016)	\$2,950

Reservations requested and postmarked after October 15, 2016, will be processed on a space available basis, and will incur higher rates.

A \$500.00 non-refundable deposit per person will secure space on a first come basis. Deposits are not transferrable. **For the early registration rate, pay the balance due by June 30, 2016. For the regular registration rate pay the balance due by October 15, 2016. Balances not paid by the stated deadlines revert to the next period’s higher rates.** After October 15, 2016, the late registration rate must be paid in full when registering.

RATES: Land Only rates do not include international and domestic air. Participants are responsible for getting to the starting point of the Tour (Dehra Dun, India). The rate for the Tour is per person and includes shared accommodations, vegetarian meals, and scheduled group activities. Single/private accommodations cannot be guaranteed in advance of your stay and, if available, will incur additional fees. **The Tour Organizer limits luggage to one duffel bag per person and one carry-on size day pack per person. Day pack is to remain with the participant throughout the duration of the Tour whether in transit or otherwise. There is no portage for day packs for the duration of the Tour.**

TOUR PRICE INCLUDES: Transfers, local transportation, and accommodations within India from the time of meeting the group in Dehra Dun on March 13, 2017 (Tour start date) until return to Dehra Dun Airport for departure on March 25, 2017 (Tour end date). **Porterage for one (1) duffel bag within India for the duration of the Tour. Porterage for one (1) bag during mountain treks is limited to a maximum weight of 22 lbs/10 kg. Accommodations:** Double occupancy, dormitory style rooms or tents with private or shared bath during the Tour. The Himalayan Institute® (the “Tour Organizer”) reserves the right to substitute accommodations as it deems necessary. **Meals:** Breakfast, lunch, and dinner during the duration of the Tour. All meals are vegetarian and may include dairy. Consult in advance with Tour Organizer about health-related special dietary needs, however, the Tour Organizer is unable to ensure meals for special dietary needs. Bottled water or boiled and filtered water will be provided for the duration of the Tour. **Gratuities and Taxes:** All gratuities and taxes, other than gratuities and taxes for personal services and purchases.

TOUR PRICE DOES NOT INCLUDE: International or domestic airfare; passports; visas; inoculations; meals or other expenses while in transit between departure airport and arrival in Dehra Dun; additional expenses for late arrivals or early departures; laundry; bottled water or beverages while at hotels or guest houses, except as otherwise noted herein; cover charges; baggage or other airline fees or service charges; excess baggage charges; accident, trip cancellation, and baggage insurance; medical treatment/emergency rescue expenses or insurance; expenses for guides, transportation, or deviations not included in the itinerary; gratuities and taxes for personal services and purchases; any other items of a personal nature; private non-group transfers; and any other item not heretofore specifically listed as included.

CHANGES: The Tour rate is based on rates of exchange, tariffs, and fares in effect at the time of publication and is subject to adjustment prior to departure. Changes to the printed itinerary are not anticipated, however, the Tour Organizer reserves the right to make any changes that it determines are necessary, with or without advance notice. Changes of itinerary will not result in a refund of any portion of the Tour price. In the event of any change in rates of exchange, tariffs, fares, or itinerary that result in additional costs, these additional costs must be paid by the participant before departure or as soon as the change becomes known.

REVISION FEES: If changes are requested by participant after deposit is received, revision fees and/or cancellation fees will apply. A fee of \$95 per transaction will be charged by the Tour Organizer for any alteration or revision made to a registration. Any revision to a registration may result in the loss of confirmed reservations or increased costs **which will be payable by the participant.** Additional hotel penalties may also apply. A change of traveler name will be treated as a cancellation and new registration will be required; cancellation fees apply.

CANCELLATIONS/REFUNDS: All requests for cancellation must be submitted in writing to the Tour Organizer. Your cancellation date will be the date on which we receive your written notice. Allow 30-days for refunds to be processed. Regardless of the reason, cancellations result in additional costs and processing time for the Tour Organizer. A \$95 administrative fee plus the following charges will be assessed for cancellation:

Up to August 15, 2016	\$500 + \$95 admin fee
August 16 – November 13, 2016	50% of tour rate + \$95 admin fee
November 14, 2016- February 11, 2017	75% of tour rate + \$95 admin fee
February 12, 2017 to start date, plus no shows	100% of tour rate

If the participant arrives late or leaves the Tour prior to its conclusion, refunds will not be made for the unused portion of the Tour. No refunds will be made for any excursion, sightseeing, meal, or other activity that the participant misses or decides not to take for any reason. **Refunds will not be made for cancellations due to accident or illness or changes in one’s personal schedule or life events. It is strongly recommended that participants purchase trip cancellation insurance to protect you from cancellation fees, lost baggage, and medical assistance and/or medical evacuation in the case of an emergency.** The Tour Organizer reserves the right to cancel any tour prior to departure. If such cancellation is not due to circumstances beyond the Tour Organizer’s control, such as war, etc. as set forth below, the Tour Organizer will refund all payments participant made to Tour Organizer, constituting full settlement with the participant. No compensation or refund will be made when cancellation arises before or during the Tour from circumstances beyond our and/or our suppliers’ control (force majeure) such as war, strife, civil disobedience, terrorist activity, adverse weather conditions, fire, natural disasters, etc., unless or until the Tour Organizer is able to recover any Tour related sums. In the event of cancellation arising from circumstances beyond our control as set forth above, Tour related sums recovered by the Tour Organizer will be disbursed equitably to the participants after the Tour Organizer deducts all out-of-pocket costs and related expenses. **It is highly recommended that participants purchase trip cancellation insurance.** The Tour Organizer is not responsible for expenses, including but not limited to lodging, meals, and transportation, incurred for delays and/or detentions beyond the Tour itinerary as a result of circumstances beyond our and/or our suppliers’ control such as war, etc. as set forth above.

NATURE OF TOUR: The Tour is spiritual excursion and pilgrimage to sacred sites in India. Participants are strongly discouraged from joining the Tour in progress or leaving the Tour prior to its conclusion.

Portions of the Tour could be considered rustic and rigorous and are best approached with a spirit of openness and adventure. Portions of the Tour are at higher elevations and in remote locations, at which there may be no telephones or means of rapid evacuation in the event of emergency. Portions of the Tour may involve lengthy periods of standing, sitting, climbing

stairs, hiking/trekking, or walking on unpaved surfaces. **Each participant is advised to consult with his or her medical specialist prior to departure and must advise the Tour Organizer in advance in writing of any condition that may require attention during the tour**, so the participant, with the assistance of the Tour Organizer, can make the necessary arrangements. Participants with a disability requiring special assistance are advised that the Americans with Disabilities Act is not applicable outside of the United States and facilities outside the United States for disabled individuals are limited, if available. Persons requiring assistance must be accompanied by a companion who is capable of and responsible for providing all the assistance needed (normal Immersion rates apply for the companion).

Smoking is not permitted in motor coaches or other vehicles, at meals, in hotel or guest house rooms, Institute buildings, or during lectures, workshops, satsanga, or practicums, whether held indoors or outside.

The nature of the Tour may be suitable for minor children accompanied by a parent or legal travel guardian. Please inquire for details.

Use of alcohol and illicit drugs is strictly prohibited. Smoking is only permitted in a designated outside area. **Violation of these policies is subject to immediate dismissal from the Tour.**

Earphones must be used with all electronic or other devices with audio capability.

CURFEW AND SAFETY: For your safety, it is not advisable to be out after sunset unless as part of a scheduled group activity. When either men or women are embarking on non-scheduled activities, it is advisable that 3-4 individuals make the journey together, with at least one man per group of women. Tour Organizer and Tour Organizer's local staff or representatives shall not be held liable for any assistance provided for non-scheduled activities.

WHAT TO BRING: Prepare for pleasant, sunny days and cold nights. Daytime temperatures can range from 60–90°F (15-32 °C) with evening temperatures from 20-60°F (- 7 to 16 °C). Be prepared for a full range of temperatures and conditions with the possibility of occasional rain. Accommodations in India have no air-conditioning or heat so plan accordingly. The Tour Organizer recommends that each participant bring a sleeping bag (rated to 20°F/-7°C or lower), warm clothes for layering, gloves, a hat, a sweater, a warm jacket or coat, wool socks, sturdy, comfortable hiking boots and/or shoes for walking/trekking, a flashlight and/or headlamp, sunscreen, hand and/or body soap, shampoo, biodegradable toilet paper, raincoat/waterproof poncho and/or umbrella, writing paper and pens. Refer to the *Himalayan Institute Travel Guide to India* and future correspondence for a complete list of what to bring. **A day pack for daily essentials and a duffel bag which can accommodate a sleeping bag are suggested. The Tour Organizer limits luggage to one (1) duffel bag per person and one (1) day pack per person. Day pack is to remain with the participant throughout the duration of the Tour whether in transit or otherwise. There is no portage for day packs for the duration of the Tour. Portage for one (1) bag during mountain treks is limited to a maximum weight of 22 lbs/10 kg.** Luggage may be carried within India on tarpaulin-covered roof racks, open trucks, or by sherpas or mules. Weather and loading and unloading can cause more than usual wear and tear to luggage. Accordingly, all luggage should be capable of withstanding rain and rugged treatment

FOREIGN EXCHANGE: U.S. dollar = approximately 60 Indian Rupees (subject to fluctuation).

PASSPORT AND VISA: Passport and tourist visa must be obtained in advance. Each participant is responsible for determining specific passport and visa requirements in the participant's country of origin and for obtaining the necessary documents prior to departure. Passport and India tourist visa must be obtained in advance of entry into India. Passports must be valid for at least 6 months beyond the Tour return date. A minimum of 3 blank pages are required in the back of your passport. Tour Organizer is not responsible if you are refused entry to a country due to incorrect passport, visa, or other required documentation. **Passport/visa/emergency contact information must be provided in advance of the pilgrimage. If registering by mail, the Tour Organizer will provide a form for participant to complete.**

LANGUAGE: All lectures, workshops, and other presentations will be in English.

PHOTOGRAPHS/VIDEO: Representatives of the Tour Organizer will be photographing and video recording the Tour. The Tour Organizer reserves the right to use any such photographs and video recording in its advertising, displays, publicity materials, and publications without obtaining further consent from any participant. Each participant releases the Tour Organizer and its representatives from any liability in connection with any such use of such photographs and video recording.

Photography and video/audio recording by Tour participants is not permitted during satsanga, lectures, workshops, practicums, satsanga, or special events.

RELEASE/RESPONSIBILITY: The participant, by signing this Tour Participant Agreement (TPA), agrees that the Tour Organizer and its representatives, except for their gross negligence or willful misconduct, shall not be held liable for any injury, damage, loss, delay or irregularity that may be occasioned for any reason, including, but not limited to, any defect in a vehicle, the acts or default of any company or person engaged in conveying a participant, acts of God, terrorism, acts of war, or detention; delays or expenses arising from quarantine, strikes, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations; accidents by aircraft, boat, bicycle or motor vehicle, or in any hotel, inn, restaurant, accommodation or camp; failure of any means of transportation to arrive or depart as scheduled or changes in transit, hotel, inn, guest house or camping services; missed airline or other transport connections; or for additional expenses resulting from changes in exchange rates, tariffs, or itinerary. The participant agrees to assume all risks associated with the Tour and agrees that no liability will attach to the Tour Organizer, its employees or agents, or to any member of the Tour in respect of death, personal injury, illness or delay of the passenger, or for any loss of or damage to the property (including luggage) of the participant during the course of the Tour, howsoever caused.

By signing this Tour Participant Agreement, the participant releases the Tour Organizer and its representatives from any such responsibility or liability, except as hereinabove set forth.

The liability of common carriers is generally limited and, therefore, it is suggested that participants purchase their own cancellation, property damage (including luggage), accident, and medical treatment/emergency rescue insurance.

The Tour Organizer reserves the right to accept or reject any Tour participant at any time, without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is not suitable for the Tour or is disruptive to the harmony of the Tour it may dismiss such participant from the Tour without any obligation to pay a refund or any other amount whatsoever. The Tour Organizer may exclude any dismissed participant from future offerings. The Tour Organizer will have no responsibility or liability for any participant who leaves the Tour prior to its conclusion or for any activity undertaken by any participant which is not included on the Tour itinerary.

I have read and understand the foregoing Tour Participant Agreement for the Spiritual Excursion to India: Tungnath: Pilgrimage to the Mandakini Valley (Land Only), March 13-25, 2017, and, by making my advance payment as set forth below, agree to the terms thereof. I understand that violation of the Tour policies is cause for immediate dismissal from the Tour. Please reserve my space:

_____ Date _____
Signature

(PLEASE PRINT)

Name _____ Male Female (circle one)
(full name as it appears on passport)

Address _____

City/State/Zip/Postal Code _____

Country _____ Occupation _____ Date of Birth: _____
(mm / dd / yyyy)

Telephone: Days _____ Evenings _____ Mobile _____

Email: _____ initial giving permission to email Fax: _____

Payment is due in U.S. dollars and may be made by check, money order, credit card, or international wire transfer. Your payment by check, money order or wire transfer helps to support Himalayan Institute global humanitarian projects. Space reserved after the regular registration period closes requires full payment upon confirmation of availability of space.

Enclosed is my check # _____ money order (U.S. funds only) in the amount of US \$ _____ as payment in full deposit. Make check or money order payable to HIMALAYAN INSTITUTE.

OR
 Please charge my MasterCard VISA American Express Discover card in the amount of US \$ _____ as payment in full deposit.

(PLEASE PRINT)

Name: _____ 3 or 4 digit CV # (from back of credit card) _____
(as it appears on credit card)

_____ Expiration Date (mm/yy) _____ Signature (required on credit card orders)
(Credit Card Number)

Complete, sign, and return both pages of the Tour Participant Agreement with your payment to: Himalayan Institute, Attn: Spiritual Excursions, 952 Bethany Turnpike, Honesdale, PA 18431. A confirmation will be sent to you upon acceptance, acknowledging receipt of your payment. RETAIN A COPY OF YOUR COMPLETED TPA FOR YOUR RECORDS.