



TRIP APPLICATION

Kirchoff Fitness Adventure Travel

4414 Latona Ave NE, Seattle, WA 98105 • (206) 612-0623 • chris@kirchofffitness.com

IMPORTANT: Both sides of this form must be completed, signed, and returned as soon as possible to secure your space, even if you have already paid your deposit. If you are mailing your deposit, \$1,000 per person is due with this application. If you are signing up fewer than 3 months prior to your trip, the total amount of the trip cost is due. For two or more people, please fill out one application for each person. Please print or type all information.

GENERAL INFORMATION

Name of Trip

Trip Dates

Your Full Name (exactly as it appears on your passport)

How would you like your name to appear on the roster?

Mailing Address

City

State

Zip

Country

Home Phone

Cell Phone

Primary Email Address

Secondary Email Address

Occupation

Marital Status

Gender

Age

Height

Weight

Citizenship

Birth Date (MM / DD / YYYY)

 / /

Passport Number

Date of Expiration

Place of Issue

I am willing to share a twin room

I prefer a single room at supplemental cost (if available)

HEALTH / MEDICAL INFORMATION (PLEASE COMPLETE ALL FIELDS)



Please describe your health:

[Text input area for health description]

Please describe your dietary restrictions, if any:

[Text input area for dietary restrictions]

Describe the nature and extent of your recent camping, hiking, or other outdoor experience:

[Text input area for outdoor experience]

1. During the last 5 years, have you suffered any significant illness, been hospitalized or required regular care by a doctor? *If YES, please indicate reason:* YES NO

[Text input area for reason if YES]

2. Have you ever had any of the following:

- a. Tuberculosis, chronic bronchitis, emphysema or any other lung problems? YES NO
- b. Asthma effects my everyday activities and/or I use medication or an inhaler regularly..... YES NO
- c. High blood pressure, heart or respiratory problems, or rheumatic fever? YES NO
- d. Gout or arthritis or any back, leg or foot problems?..... YES NO
- e. Gastric or duodenal ulcer, colitis or intestinal trouble? YES NO
- f. Epilepsy or fits of any kind?..... YES NO
- g. Kidney or bladder disease?..... YES NO
- h. Diabetes, cancer or tumor of any kind? YES NO

3. Do you have any physical limitations, handicaps or prosthesis? Do you have difficulty walking or use a device for mobility assistance such as crutches, cane or wheelchair? YES NO

If YES, please specify:

[Text input area for physical limitations]

4. Do you take medication or drugs related to a pre-existing medical condition? YES NO

If YES, please specify:

[Text input area for medication]

5. Do you have any allergies, or reactions to any medication or drugs? *If YES, please specify:* YES NO

[Text input area for allergies]

6. Are you pregnant? *If YES, how many weeks pregnant will you be at the time of travel?* YES NO

[Text input area for pregnancy weeks]

7. Are you affected by any other pre-existing medical conditions not listed above? YES NO

If YES, please specify:

[Text input area for other medical conditions]

Please Note: If you indicated “YES” to any of the above questions (excluding question 5), you will need to submit a medical practitioner form.

Please return this form by e-mail to: ckirchoff@gmail.com or mail to: Kirchoff Fitness, 4414 Latona Ave NE, Seattle, WA 98105

EMERGENCY CONTACT

In case of emergency, please notify:

Email Address

Home Phone

Cell Phone

Relation

How did you find out about Kirchoff Fitness?

Please complete and sign the following page.

You cannot participate on a Kirchoff Fitness trip unless we have your signed application.



RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS AND BINDING ARBITRATION AGREEMENT

PLEASE READ CAREFULLY – THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

The payment of a deposit represents acceptance by the tour member(s) of this Release of Liability, Assumption of All Risks and Binding Arbitration Agreement.

Kirchoff Fitness, LLC its employees, shareholders, subsidiaries, affiliates, officers, directors and successors, (collectively Kirchoff Fitness) does not own or operate any entity that provides, or is to provide, goods or services for your trip including, for example, lodging facilities, yacht and other transportation companies, food service providers, equipment suppliers, local ground handlers, naturalist and certain guides, etc. As a result, Kirchoff Fitness is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.

Kirchoff Fitness is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind that may be occasioned by reason of any act or omission beyond its control, including without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, yacht or vessel, local ground handler or guide, whether or not it uses the Kirchoff Fitness name, financial default or insolvency of any supplier that is, to, or does supply any goods or services for this trip. Kirchoff Fitness is not responsible for any loss, injury, death or inconvenience due to delay or change in schedule, overbooking of accommodation, default of any third party, attacks by or bites from wild or domestic animals, pests or insects, epidemics or the threat thereof, sickness, the lack of appropriate medical care and/or evacuation to same, if necessary, weather, strikes, acts of government, lost or misplaced luggage, acts of terrorism or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond its control.

I am voluntarily participating in this trip (or any trip to which I may subsequently transfer) with the knowledge of the numerous risks and dangers involved including but not limited to negligence on the part of Kirchoff Fitness (for example, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to selection of suppliers, locations and otherwise). I acknowledge that the enjoyment and excitement of adventure travel, such as this trip, is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, and are a reason for my participation. I agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

Kirchoff Fitness reserves the right to refuse as a trip participant, or remove, at his or her own expense and without any refund, from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines detracts from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety or otherwise presented to me by Kirchoff Fitness, the trip leaders, or the local ground handler. Kirchoff Fitness reserves the right to make route, hotel, itinerary, leader changes and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

BINDING ARBITRATION

Any dispute concerning, relating, or referring to this contract, brochures, web information, or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration in Seattle, Washington, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Washington State Law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

MISCELLANEOUS MATTERS

Kirchoff Fitness shall not be liable for (a) expenses such as additional hotel nights and meals not specified in the individual trip itineraries, but which may be required to get to or from a trip start or end; (b) expenses due to the delay of a trip for any reason (e.g., bad weather, trail conditions, land slides, flooding, sickness, etc.); (c) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad.

Kirchoff Fitness reserves the right to take photographic or film records of any of our trips, and may use any such records for promotional and/or commercial purposes without payment.

KNOWING AND VOLUNTARY EXECUTION

I understand this is a legally binding and enforceable contract and sign it of my own free will. 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 carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "General Information of this document, especially noting those regarding cancellation and refund policies, limitations of liability, and responsibility borne by trip participants. This contract is accepted by Kirchoff Fitness in Seattle, Washington.

Signature of Applicant

Print Name

Dated

Please mail this application with your deposit of \$1,250, payable to KIRCHOFF FITNESS, or complete the credit card information in order to charge the deposit.

Card Number

Exp. Date

SEC Code

Signature



MEDICAL PRACTITIONER FORM

If you indicated 'YES' to any question in medical information section, then please complete this section. **Part 1** must be completed by yourself, and **Part 2** given to your licensed physician for completion. At the bottom of the document, both yourself, and the physician must sign the document. Once completed, please return a signed copy to us.

Become familiar with the trip details, the physical demands, the location of the tour, and access to medical facilities should they be required. Please contact Kirchoff Fitness Adventure Travels if you require any additional information with respect to such details. Armed with these, we ask yourself and your medical practitioner to please complete the below:

PART 1 (TO BE COMPLETED BY YOU)

Your Full Name (First, Middle, Last)

Name of Trip

Trip Date

Please note information provided here may be forwarded onto select parties to ensure a safe and enjoyable trip. All information kept by the Company is done so in accordance with the Privacy Policy, and information will only be shared with those who need to know.

PART 2 (TO BE COMPLETED BY A LICENSED PHYSICIAN)

Our expeditions travel to remote areas where limited, or no, tertiary medical facilities exist. These trips are intended for travelers in reasonably good health without potential underlying life threatening illnesses that may require urgent medical attention of this level.

Name of Physician

Phone Number

Email Address

Office Address

Please list any current medical conditions, infirmities, disabilities or physical limitations.

Please list all medication currently taken. If more room is required, please attach a separate list.

| Trade Name | Generic Name | Dose/Strength | Frequency | Purpose |
|------------|--------------|---------------|-----------|---------|
| | | | | |
| | | | | |

If this patient has been hospitalized, or had surgery, at any time during the last 5 years, please tell us when and why.

I have read the trip details and am familiar with both the physical demands, and the remote location(s) of this trip, and the fact this tour be far from the nearby medical facilities. With this knowledge, I have considered the suitability of this travel, and to the best of my knowledge believe this person to be physically and psychologically fit to undertake this trip.

I further declare the answers provided above to be accurate, complete and truthful.

Physician Signature

Date

Patient Signature

Date

GENERAL INFORMATION

RESERVATIONS

Early reservations are recommended, since group sizes are limited and airlines often sell out of their best fares many months in advance. For immediate confirmation on a trip, you can call us at 206 612 0623 and charge the initial \$1,250 deposit to your Visa, MasterCard, or American Express credit card, or mail the enclosed Application Form along with a check. Each participant must submit a separate signed application prior to departure.

PAYMENT SCHEDULE

At time of reservation: \$1,250 non-refundable down payment

90 days prior to departure: Balance Due
\$6,025, 10-12 members
\$6,445, 8-9 members

Prices are quoted in US dollars and all payments must be made in US dollars whether by check or credit card. All payments submitted less than 15 days prior to departure must be by credit card or cashier's check.

PRICING

To offer the lowest possible price, all of our tours are priced according to the number of full-price participants on the trip.

Prices are per person and do not include airfare, unless otherwise noted. A full list of Included and Not Included Trip Costs are noted in the Detailed Itinerary.

Prices listed in this brochure are subject to change because the trip dates and prices have often been published more than a year in advance. Between that time and the time of the trip's actual departure, we are occasionally faced with exceptional cost increases or currency fluctuations that we cannot absorb.

SINGLE SUPPLEMENTS

Accommodations are based on double occupancy. A single supplement is paid by participants who specifically request single accommodations, subject to availability. If you are traveling alone and wish to share accommodations, we will try to match you with a roommate. However, if a roommate is not available, the forced single supplement will be charged, which is 50% of the regular single supplement unless otherwise noted in the detailed itinerary.

CANCELLATIONS & REFUNDS

If it becomes necessary for you to cancel your trip, the following fees will apply, computed as of the date of receipt of written cancellation notice, which can be sent by email, fax, or standard mail.

CANCELLATION FEE SCHEDULE*

| | |
|--------------------------------|----------------------|
| 91+ days prior to departure: | \$1,250 down payment |
| 61-90 days prior to departure: | 50% of trip cost |
| 31-60 days prior to departure: | 75% of trip cost |
| 30 days or less: | 100% of trip cost |

*Cancellation and transfer schedules for certain group trips, as well as cruises, private departures, extensions, and Special Events are often more strict. These exceptions are clearly indicated in the detailed itineraries for each of these trips.

Rates are based on group participation and no partial refunds will be given for unused trip arrangements for any reason whatsoever. Once you have been confirmed on a trip that requires a medical certificate signed by a doctor, normal cancellation penalties apply if your doctor does not sign the certificate. We highly recommend that all clients purchase trip cancellation insurance.

CANCELLED TRIPS

Kirchoff Fitness, reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-up or logistical problems that may impede trip operations. The refund of all land payments received shall release Kirchoff Fitness, from any further liability. A trip with insufficient sign-up would normally be cancelled a minimum of one month prior to departure.

Kirchoff Fitness, must normally make substantial payments to its suppliers (hotels, transportation companies, etc.) far in advance of the scheduled embarkation date. If a trip is cancelled due to force majeure (war, labor strikes, earthquake, flooding, etc.), Kirchoff Fitness will promptly refund the portion of the trip cost not already advanced to suppliers and use its best efforts to recover and refund the balance as promptly as possible. However, Kirchoff Fitness, does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these. Payments will not include the institution of any legal proceedings in foreign jurisdictions.

Kirchoff Fitness, is not responsible for expenses incurred by trip members in preparing for a cancelled trip (e.g., nonrefundable advance purchase air tickets, visa fees, inoculations, equipment, etc.) or for any additional arrangements should the trip member have embarked prior to the scheduled group departure date.

TRIP MEMBER'S RESPONSIBILITY

Trip members have the responsibility to select a trip appropriate to their abilities and interests. In order to assist you, we are happy to discuss the trip with you, as well as provide you with names of past participants who can discuss their experience with you. Trip members must be in sufficient good health to undertake the trip. Trip members are responsible for preparing for the trip by studying the itinerary and pre-departure information sent by Kirchoff Fitness and for bringing the appropriate clothing and equipment as advised therein.