



HIKING YOSEMITE'S SISTER PARKS IN CHINA TRIP APPLICATION
Yosemite goes to the Middle Kingdom September 23 – 4 October, 2010

Yosemite Association, PO Box 230, El Portal, CA 95318 209/379-2321

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 charged your deposit by phone. If you are mailing your deposit, \$500 per person is due with this application. If you are signing up fewer than four months before the trip departure, both the first and second deposits (25% of the land cost) are due. For two or more people, please fill out one application for each person (you can photocopy the application if necessary). Please print or type all information.

Your full name (exactly as it appears on your passport) _____
How would you like your name to appear on the trip roster? _____

Mailing address _____

Home phone _____ Office phone _____

Cell phone _____ Fax _____

Home email _____ Office email _____

Occupation _____ Marital status _____

Gender _____ Age _____ Height _____ Weight _____

Citizenship _____

Birthdate _____ Birthplace _____

Passport number _____ Place of issue _____ Date of expiration _____

Have you been on previous YA programs? Which and when? _____

I am willing to share a double room Non-smoker Smoker I prefer a single room at supplement cost (if available)

Please describe your general health (you will also file a more detailed medical information form with YA)

Dietary restrictions _____

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

How did you hear about this YA trip? _____

In case of emergency please notify _____

Email _____ Address _____

Telephone _____ Cell phone _____

Relation _____

Please complete and sign this and the next two pages of this application; for two trip members, please photocopy and fill out two applications. You cannot participate on this Yosemite Association trip unless we have a signed application from every trip member.

**YOSEMITE ASSOCIATION
YOSEMITE OUTDOOR ADVENTURES
Release of Liability and
Acknowledgment of Assumption of Risk**

Please read carefully; this is a legally enforceable waiver of rights. Initial each paragraph, and sign where indicated. Each individual participating in this YA trip to China must submit a signed copy of this form as part of his or her registration. Participants under 18 years of age must also include the signature of a parent or guardian.

I am aware that the course and activities of the Yosemite Association program, including transportation to, during, and from such courses and activities, in which I am participating present certain risks including but not limited to bodily injury, death, illness, loss or damage to personal property, and other safety-related dangers. I further understand that courses involving backcountry and other hiking present inherent risks of personal injury or sickness, such as falling, falling rocks, getting lost, river crossings, wild animals including black bears and mountain lions, lightning strikes, absence of prompt medical attention, if needed, inadequately marked trail signs, camp injuries, Giardia and infections or stomach ailments, and impure water.

_____ **Initials**

The Yosemite Foundation (dba Yosemite Association) has provided me with information pertaining to the risks involved in my participation in these activities. I understand these risks, recognize that these dangers cannot be eliminated, and acknowledge that other dangers not mentioned may also exist. I understand the physical requirements of participation in these activities and affirm I meet these requirements and that my physical and mental health is good and that I am not under a doctor's care for any condition that might endanger other participants or me.

_____ **Initial**

I certify that I am voluntarily participating in these activities and assume all risk, consequences, and potential liability for this participation. I hereby release the Yosemite Foundation (dba Yosemite Association), its employees, staff, board of directors, members, instructors, volunteers, their representatives, and the National Park Service from any and all liability, claims causes of action, debts, and demands that may arise as a result of my participation in these activities. This document shall also serve as a release and assumption of the risk for my heirs, personal representatives, executors, administrators, and members of my family.

_____ **Initials**

In the case of injury, accident, illness, or inability to complete these activities, I will bear the full cost of any additional transportation or evacuation procedures performed by the Yosemite Association or others.

_____ **Initials**

I hereby further consent that any photograph or video recording in which I appear taken during my participation in this Yosemite Association program may be used without compensation to me for purposes of publicity or advertising in catalogs, flyers, news stories, newsletters, the internet, etc.

_____ **Initials**

I understand the cancellation policy for this program. A refund of all but \$250 is possible until 90 days before the trip departs. For 90-46 days before the trip departure, 25% of the land cost will be retained by YA. Within 45 days of the trip start, 100% of the land cost will be retained by YA. ***No exceptions can be made to this policy.*** We understand that unforeseen or emergency circumstances may arise, but our non-profit organization operates on a limited budget and is committing to significant advance costs. We strongly urge you to obtain trip cancellation insurance through your local travel agent. If the Yosemite Association cancels a trip, we will refund your YA trip fees fully.

_____ **Initials**

Signature of Participant

Print Name

Date

As a parent or guardian of the minor participant indicated above, I acknowledge reading this form and agree to all the provisions above. In addition to the above release and assumption of the risk, I also give my permission for guides, instructors, staff, and emergency personnel to make necessary first aid decisions in the event of accident, injury, or illness to the above named minor participant. (This trip is not recommended for anyone younger than a mature 15-year-old.)

Signature of Parent/Guardian

Print Name

Date

Please mail this application with your deposit of \$500, payable to Yosemite Association, or complete the credit card information in order to charge the deposit.

Card number _____

Expiration Date _____

Your name as it appears on the card _____

Signature _____

TERMS AND CONDITIONS

Reservations

Early reservations are recommended, since group size is limited and airlines often sell out of their best fares many months in advance. For immediate confirmation of your place on this trip, you can call us at 209/379-2321 and charge the initial \$500 deposit to your credit card, or mail the attached application form with a check. Each participant will need to submit a separate signed application prior to departure.

Upon receiving your deposit we will send you a confirmation letter, detailed trip itinerary, visa application materials, travel insurance application, and a pre-departure packet with clothing and equipment list, suggested reading list, and general information needed to prepare for your trip. Rendezvous instructions and final trip details will be sent about 3 weeks before departure.

Payment Schedule

At time of reservation	\$500 per person
120 days prior to departure	25% of land cost
75 days prior to departure	Balance

Prices are quoted in US dollars and all payments must be made in US dollars whether by check or credit card. All land payments submitted less than 60 days prior to departure must be paid by credit card or cashier's check.

Pricing

To offer the lowest possible cost, our trip is priced according to the number of full-priced participants on the trip. We list three price tiers so that we can make it most affordable for the full enrollment of 15 people, yet still run the trip with as few as six participants.

If you wish to have a single room, you must pay the single supplement fee. If you are willing to share accommodations, we will match you with a roommate if one is available. If we cannot match you with a roommate, you must pay the single supplement listed elsewhere.

Because the prices published for our program are set so far in advance of the trip dates, we are occasionally faced with exceptional cost increases and/or currency fluctuations that affect the actual cost of running the trip. Usually, no price changes are necessary. However, we do reserve the right to raise or lower the trip price if there is a significant change in costs or exchange rates. If this is the case, your final invoice, sent out 75 days prior to departure, will reflect the difference in trip price.

Please note that Yosemite Association staff or guests of the Yosemite Association such as travel writers, photographers, or leaders-in-training, are not included in the tier pricing count.

Single supplements

Accommodations and costs 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 no roommate is available, the forced single supplement will be charged, which is 50% of the regular single supplement.

Cancellations and Refunds

All cancellation of confirmed reservations must be made in writing to the Yosemite Association office. If it becomes necessary for you to cancel your trip, the following fees will apply, computed as of the date we receive your written cancellation notice by standard mail, email or fax.

More than 90 days prior to departure	\$250 per person
90-46 days prior to departure	25% of land cost
45 days or fewer	100% of land cost

Cancelled trips

Yosemite Association reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient enrollments or logistical problems that may impede trip operations. The refund of all land payments shall release Yosemite Association from any further liability. A trip with inadequate sign-ups would normally be cancelled more than a month before departure.

Yosemite Association and WildChina must make substantial payments to our suppliers (hotels, transportation companies, etc.) far in advance of the scheduled embarkation date. If a trip is cancelled due to force majeure (acts of God, war, labor strikes, earthquake, flooding, etc.) Yosemite Association will promptly refund the portion of the trip cost not already advanced to suppliers and use its best efforts (other than the institution of any legal proceedings in foreign jurisdictions) to recover and refund the balance as promptly as possible.

Yosemite Association is not responsible for expenses incurred by trip members in preparing for a cancelled trip (e.g. non-refundable 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 meeting date.

Limitation of Liability

Please read carefully the following terms and conditions, which constitute the sole, legally enforceable agreements between the passenger and the Yosemite Foundation (dba Yosemite Association), WildChina and their ground tour operators (collectively "YA"). Responsibility: YA acts solely as agent for the passenger with respect to all transportation, hotel and other tour arrangements and neither assume nor bear any responsibility or liability for any injury, death, damage, loss, accident, delay or irregularity arising in connection with the services of any ship, airplane, train, automobile, motor coach, carriage or other conveyance, or the actions of any third-party, involved in carrying the passenger or in affecting these tours. YA is not responsible for damages, additional expenses, or any other losses due to cancellation, delay or other changes in air or other services, sickness, weather, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, acts of God or other causes beyond our control. All such losses must be borne by the passenger, and tour rates provide for arrangements only for the time stated. In the event of cancellation, delay or rescheduling mandated by any of the aforesaid causes beyond our control, the passenger shall have the option of accepting in lieu of the original tour such rescheduled tour or other substituted tour (s) as may be offered by us, or else, receiving a refund of as much of such advance tour expenditures as we are able to recover on the passenger's behalf from carriers, third-party tour vendors, etc., but, we shall not have any obligation or liability to the passenger beyond the foregoing. We reserve the right to make alterations to the tour's itinerary and to substitute hotels, vessels or study leaders if this is required. We reserve the right to cancel, delay, or reschedule any tour prior to departure, and so long as this is not due to any of the foresaid

causes beyond our control, the passenger shall be entitled to a full refund of all monies paid to that point if he/she so desires. No refund shall be made for any unused portion of any tour. By forwarding their deposit(s), the passenger certifies that he/she and/or their dependents, minors or others covered thereby do not have any mental, physical or other condition of disability that could create a hazard for them or other passengers. We reserve the right to decline to accept or to decline to retain any person as a member of any tour should such person's health, condition or actions adversely affect or threaten the welfare or safety of other passengers or impede the tour. Baggage or valuables brought on the tour shall be transported, handled or stored at the passenger's risk entirely, and we shall bear no liability or responsibility for any damage or other loss thereto. We cannot guarantee the size of the group. Resolution of any disputes arising hereunder shall be affected exclusively in the state or federal courts presiding in California, pursuant to applicable California law. Rates: Tour costs are based upon current airfares, tariffs, and currency values. While we do everything possible to maintain the listed prices, they are subject to change.

Please be advised that California has established a Travel Consumer Restitution Fund under the California Seller of Travel Law which took effect January 1, 1996. This fund is designed to protect consumers from unscrupulous practices by discount airfare ticket sellers or air charter operators. Unfortunately, this law does not cover non-California residents and, even in the case of California residents, it does not cover any foreign travel where the foreign "providers of transportation or travel services" are not in compliance with the Sellers of Travel Law (compliance being defined as registered as a Seller of Travel in California and a participant in the Travel Consumer Restitution Fund). Thus YA's China trip does not qualify and we are required by law to advise each client that they are not covered by the California Travel Consumer Restitution Fund. While as accurate as possible at the time of printing, our itinerary should be considered an approximate indication of the schedule and scope of activities and trip routing, rather than an inflexible schedule of events; it is subject to change due to circumstances beyond our control. This trip is subject to terms and conditions as detailed in this brochure.

Trip Member's Responsibility

Trip members have the responsibility to understand whether this trip is appropriate to their abilities and interests. We are happy to discuss the trip details with you beforehand to help you decide if it's a good fit. Trip members are held responsible for being in sufficient good health to undertake the physical demands of this trip. Trip members are responsible for preparing for the trip by studying the itinerary and pre-departure information packet, for bringing the appropriate clothing as advised, and for doing some physical training (walking/hiking) to prepare for the trip.

A cooperative, adventurous attitude is important to making the best of this unique experience. Each trip member will be part of a group that is sharing the exploration of these Chinese parks and is expected to contribute to group compatibility.