

Ten Thousand Waves Tours LLC

2020 REGISTRATION

“MOUNTAINS & MONKEYS TOUR”

October 10 – 27, 2020 ¥848,000

“KYOTO, KYUSHU & THE KUMANO KODO”

October 29 – November 17, 2020 ¥1,025,000

Name _____

Address _____

City State Zip _____

Phone number _____ email _____

Passport number _____ expiration date _____
(With this registration form, please attach a clear copy of your current passport)

Birth date _____

Please tell us the name of the person(s) you are traveling with: _____

PAYMENTS

I am making a non-refundable deposit of \$1000 US Dollars per tour to secure my reservation.

Please charge my credit card
_____ exp. date _____

Billing address if different from above _____

or

I am including a check for the deposit made payable to Ten Thousand Waves Tours LLC, 320 Tesuque Drive, Santa Fe, NM 87505

I would like to pay for **the total tour cost** with my credit card
_____ exp. date _____
or with a personal check made payable to Ten Thousand Waves Tours LLC.

Notice of Enforceability: When you register for a tour with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in the following materials. Your signature below indicates your consent and agreement to this entire agreement. Ten Thousand Waves Tours LLC is a New Mexico Limited Liability Company, hereinafter referred to as the Company.

Signature _____ Date _____

MEDICAL INFORMATION AND EMERGENCY PLAN

THE COMPANY IS COMMITTED TO THE SAFETY AND WELL-BEING OF ALL PARTICIPANTS!

NOTE: EMERGENCY CONTACT PERSON CAN NOT BE THE PERSON YOU ARE TRAVELING WITH

Emergency Contact Information

Name

Relationship

Telephone

Email Address

Doctor Information (optional)

Name

Telephone

Address

City State Zip

Do you have any medical conditions we should be aware of ? _____

Do you have allergies or dietary restrictions ? _____

Do you take medications we should know about ? _____

Company guides will at all times have access to travelers emergency contact and medical information. This information will also be kept in the company home office.

TRAVEL INSURANCE / EMERGENCY MEDICAL TRANSPORT INSURANCE:

The company **requires** proof of travel insurance. Please provide us with the name of the insurance company and your policy number as soon as you purchase your plan.

CRISIS TEAM

DEBORAH FLEIG: Group leader & organizer, US cell/text number +505-577-3431

KAZ TANI: Group guide & Japanese translator, Japan cell number 080-5524-6492

REEVE STEIN: Controller, secure US office number 505-992-5008

COURTNEY MORRIS: Projects coordinator, 505-982-9304

LINDA TETRAULT: main office, US number 505-989-4104

IN CASE OF EMERGENCY THE FOLLOWING GUIDELINES WILL BE IN EFFECT:

- To keep the group together as much as possible.
- The Company will be in immediate contact with the proper local authorities to assess the situation on the ground.
- The Company home office in the U.S. will call emergency contact numbers on file for each traveler if needed.
- Two members of our Crisis Team (Kaz and Deborah) are CPR certified and at least one will accompany all tours.
- The Company will update the home office of any and all situations as necessary.
- In the case of an accident or medical emergency, immediate medical treatment will be sought and if necessary the traveler may be transported to the nearest hospital. Costs incurred in any transport or treatment are the responsibility of the traveler.
- In the event of a natural disaster; or of a political or terrorist situation, the Company will contact the appropriate local authorities to assess the situation and determine a course of action.
- In the event of not being able to return to the U.S. as scheduled, the tour guides and staff will make all the appropriate decisions regarding where to stay and how to return home safely.

ASSUMPTION OF RISK AND LIABILITY WAIVER

I acknowledge I am voluntarily participating in this trip with the knowledge of the risks and dangers involved which include, but not limited to: negligence in any manner on the part of TEN THOUSAND WAVES TOURS LLC, any illness, disease, injury; physical loss or disability, death, acts of nature; terrorism, criminal activity; dangers associated with animals; transportation failures, delay or damage to personal property, stolen personal property, food poisoning; and over booking or changing services. I HERBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE (AND MINORS TRAVELING WITH ME) AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCES, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

TEN THOUSAND WAVES TOURS LLC reserves the right in its sole discretion to accept, decline to accept, or remove a participant of a tour because of any physical, mental or other condition or disability that would create a hazard for said person or other participants.

In exchange for good and valuable consideration, I hereby RELEASE AND DISCHARGE FOREVER TEN THOUSAND WAVES TOURS LLC, its owners, independent contractors, affiliated entities, volunteers and employees FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It being my intention to fully assume all risks associated with this trip and to release TEN THOUSAND WAVES TOURS LLC from any and all liabilities to the maximum extent permitted by law.

By signing this Assumption of Risk and Release of Liability, the participant does not release TEN THOUSAND WAVES TOURS LLC from liability resulting from gross negligence or intentional acts.

MEDIATION AND ARBITRATION. I agree that any dispute concerning, relating, or referring to this agreement, or any other material pertaining to this tour, or any damages due to injury or death which occurs during or in connection with this tour, shall be resolved as follows: the parties shall first seek settlement of that dispute by mediation. If the dispute is not settled by mediation within ninety days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and fully resolved by arbitration under the American Arbitration Association (“AAA”) Rules, which Rules are deemed to be incorporated by reference into this clause. The governing law of the agreement shall be the substantive law of the State of New Mexico, unless the parties agree otherwise.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramification of this Assumption of Liability and Waiver Agreement.

Signature (18 years of age or older)

Date

TERMS AND CONDITIONS & COSTS

1. HOW TO BOOK

- The Company requires a per person non-refundable deposit of \$1000 US per tour to secure your reservation. The Company accepts credit card payments and personal checks.
- Full payment is due 120 days prior to trip departure. **Mail or email signed registration with deposit, signed medical form, signed assumption of risk and liability waiver (all which can be downloaded from this site) and a copy of your passport to Ten Thousand Waves Tours LLC, 320 Tesuque Drive, Santa Fe NM 87505.** We will then contact you to confirm your reservation and send you any relevant documents. Please contact us via email if you have any questions and to confirm the tour is not fully booked before mailing in your documents. dfleig@mac.com
- Trip costs are quoted in Japanese Yen. The conversion of Dollars into Yen (using the official exchange rate) is made on the first business day following the date payment is received. You can lock in an exchange rate at any time subject to us receiving full payment for the trip.
- It is your responsibility to ensure that your is valid and current prior to departure.
- We require that you purchase travel insurance to protect your investment, health and peace of mind. Please send proof of purchase as soon as you have this set up.

2. TRIP COSTS

- INCLUDED in trip costs: planned accommodations; all breakfasts and most dinners; all ground transportation and domestic air travel if included in itinerary; transfers to and from tour flights and to and from Narita Airport and Narita City as noted in itinerary; guides; translators; organizers; port charges; planned excursions; sightseeing as scheduled with the group; itinerary and educational materials; pre-departure Information; all gratuities (excluding train and ship crew, local guides and bus drivers); departure taxes, service charges and local taxes.
- NOT INCLUDED trip costs: international air transportation and related taxes and fees; optional activities; passport costs; baggage/accident/cancellation insurance; any subway, train or taxis not listed in the itinerary; lunches and snacks; alcoholic and nonalcoholic beverages; laundry; telephone calls; internet if not provided by lodging; spa treatments; hot springs entry fees; medical or personal items.
- All lodging costs are based on two people sharing a room (double occupancy). Single rooms may be available at additional "single supplement" cost for the entire tour.
- The company makes reasonable efforts to ensure that all planned accommodations and meals are available. In the event they are not available or they are unused by the traveler, every reasonable effort will be made to substitute with at least comparable accommodations and meals at no additional cost.

3. CANCELLATIONS AND REFUNDS Cancellation of a booking must be in writing to the Company.

- a refund of 50% will be made if you cancel 120 days or more prior to departure.
- all payments are non-refundable if you cancel less than 120 days prior to departure.
- additional bookings, programs and holiday departures may have higher cancellation penalties.
- the Company may cancel any trip for inadequate enrollment or good-faith concerns for participant's safety, health and welfare with refund.
- If you are unable to join a tour or leave it, for any reason, prior to its completion, no trip refund can be made.
- The company is not liable for cancellations or delays which are subject to operational decisions by airlines.
- We reserve the right to ask you to leave the tour in progress because of any physical, mental or other condition or disability that would create a hazard for you or other participants.

4. BAGGAGE

Travelers are limited to one piece of luggage weighing no more than 50 lbs and no larger than 24 inches. Please keep in mind, there is limited baggage room on countryside shuttle buses and trains. Baggage and personal items are at all times the responsibility of the traveler. Traveler's are required to carry their own luggage. Excess baggage will incur penalties that are the responsibility of the traveler. If you cannot lift and fit your bag into the overhead compartment of the train or plane, you will be required to utilize a shipping service at your cost (approx. \$50 per bag per shipment).

5. PHOTOGRAPHY

The company reserves the right to make use of any photography or film taken by our staff for general publicity purposes without payment or permission.

6. TRIP INSURANCE

The company requires proof of Travel Insurance. It is your responsibility to purchase insurance and determine the right coverage amount. We recommend you contact your current insurance provider for further information.

7. ITINERARY CHANGES

The Company reserves the right to modify or change trip itineraries and trip operators.