

Outdoor ESCAPES New Hampshire, LLC PO Box 104, Freedom, NH 03836 Cell (603) 528-0136 www.OutdoorEscapesNewHampshire.com

## Terms & Conditions Policies & Procedures (2 Pages)

Subject to change without notice. Last updated 1/1/2023

## **Terms and Conditions**

**Availability** - You may use booking buttons on our website, or request a Custom ESCAPE for up to two years in advance. Our small company holds office hours by chance between trips, so kindly allow a few days for a response. If you don't hear back, please give us a call, or **Contact Us** through our website.

**Payment** - U.S. Funds: Full payment is due in full when booking within 30 days. Prior to 30 days, 50% deposit due when booking, with balance due 30 days prior to booked date. Payment plans are available for multi-day trips.

- Credit/Debit Card or Electronic Funds Transfer (ACH) Book yourself online, or we'll send you a link for a Custom ESCAPE.
- Cash/Venmo Last-minute bookings by phone, if available, may require payment to guide.
- Check U.S. checks are payable and mailed to: Outdoor Escapes New Hampshire, LLC, P.O. Box 104, Freedom, NH 03836

Confirmation - We will email you a booking confirmation, and please call us a few days ahead to finalize.

**Forms** - Please be sure to complete the necessary forms prior to your experience with us. Final acceptance of any participant is subject to receipt and review of all required forms and payment.

**Cancellation/Refund Policy** - Due to seasonality, the small size of our company, limited capacities, and the slim chance we may find someone to replace your spot, we cannot give refunds for participant cancellations prior to the booked date. During your booked date(s), we appreciate your flexibility as we may modify experiences for participants' abilities, interests, and various conditions such as weather, trails, and water levels by offering an alternate itinerary (locations/activities) in order to maintain safety, fun and learning, or you may opt out without a refund. Please consider trip/cancellation/accident insurance such as **InsureMyTrip**.

**Force Majeure** - In the event outdoor ESCAPES New Hampshire, LLC (OENH) is unable to perform its obligations under the terms of this Agreement and Trip or reservation is cancelled because of acts of God, extraordinary or destructive environmental conditions, weather events, or natural disasters; strikes; equipment or transmission failure or damage reasonably beyond its control; pandemic or outbreaks of sickness or disease or other public health emergencies; terrorism, war, sabotage or vandalism; accident, civil disorder or riots within OENH's operating areas; public or private land closures, or other causes reasonably beyond its control, AND NO ALTERNATE ITINERARY IS AVAILABLE, A FULL TRIP CREDIT WILL BE ISSUED EQUAL TO THE FULL AMOUNT PAID BY THE PARTICIPANT MINUS ANY NONREFUNDABLE EXPENSES INCURRED BY OENH. REFUNDS ARE NOT OFFERED IN THESE SITUATIONS.

## Policies and Procedures for Trips, Tours, Lessons, & Presentations (ESCAPES)

1. Group size may be limited. See listings for minimum and maximum participation, or ask us.

**2.** Participants will travel in the wilderness with respect for wildlife and the natural environment, and will adhere to all federal, state, local, and private rules and regulations. Alcohol and controlled substances will not be tolerated.

**3.** Liability, Safety, and Responsibility: We offer ESCAPES requiring various degrees of fitness. We are not qualified to evaluate your fitness so you must evaluate your fitness as appropriate for any given ESCAPE. If you are overweight, or in poor physical condition, you should consult with your physician before participating in our active ESCAPES. We make every effort to provide you with a fun trip.

Your guides will give you instructions before each trip and it is important that you listen and do as they say. You will assume the responsibility for many decisions affecting your safety during this trip. Although every precaution is taken to safeguard you and your belongings, remote wilderness adventure trips involve activities that can be physically demanding with inherent elements of risks and dangers, which are beyond our control. OENH shall assume no responsibility for personal injuries or deaths and loss of personal property. We highly recommend that you purchase travel, accident, and cancellation insurance. Insurance coverage can help with expenses for the unforeseeable such as lost baggage, trip delays, emergency evacuation, and cancellation due to illness. You may have this privilege through your credit card or another source.

**4.** Gear & Equipment: Each participant is responsible for personal gear (bring own or rent from us). Due to New Hampshire's unpredictable weather, we highly recommend bringing (or renting) everything on your customized Pack List in order for you to have a comfortable outdoor experience for the duration of your trip. If you are missing something, your trip may be cut short. Your gear will be inspected prior to each trip. Our goal is safety, fun, and learning, and we believe in packing light, but right, so please take the Pack List seriously in order to prevent problems and minimize risks. You may also be asked to carry some group gear, such as tent, cook kit, food, emergency kit, etc. Recreation equipment and gear rentals are available and are the responsibility of participants during your ESCAPE.

**5.** Food and Water: Each ESCAPE is unique and we do our best to provide you with New Hampshire made meals, appropriate to the chosen activity. Any dietary restrictions and allergies should be noted on the Medical Form. Water acquired in the wilderness for drinking purposes is treated first to prevent illness. We use low-impact practices and take out everything we carry in. Picnic lunches on day trips are usually picked up at a local gourmet deli, caterer, or grocer in the morning. For multi-day trips, your adventure guide, lodging establishment, and/or local restaurant/caterer may provide food and prepare scrumptious meals.

**6.** Each Participant (and parent/guardian of each Participant under 18) must complete and sign a "Participant Agreement, Release, and Acknowledgement of Risk" form.

**7.** Each Participant (and parent/guardian of each Participant under 18) on full day and longer wilderness trips must complete and sign a "<u>Medical Form</u>." Certain trips will require a doctor's approval.

**8.** Youth under age 18 are allowed with an accompanying adult. Youth groups must have adequate supervision coverage.

9. If pets are allowed to join an ESCAPE there will be a fee and travel will be limited to certain areas.

**10.** Helmets will be issued and worn when bicycling. Safety or sunglasses recommended. New Hampshire law states all minors under 18 must wear a helmet.

**11.** Participants will be fitted and provided with a United States Coast Guard approved personal flotation device (PFD) for all water-related activities (canoeing/kayaking). New Hampshire law states all minors under 18 must wear a PFD.

12. Safety glasses must be worn during archery and range rules must be obeyed.

**13.** A New Hampshire fishing license is required during fishing activities if you want to fish on your own during your stay in New Hampshire. You may obtain more information at <u>NH Fish and Game.</u>

**14.** We reserve the right to include or omit any of the activities/topics listed on the itinerary due availability of materials and/or location, inclement weather, trail conditions, surface water conditions, or other factors that makes them impractical or unsafe.

By signing this form, it is understood that I have provided accurate information regarding this reservation and that I have read, understand, and agree to the Terms & Conditions and Policies & Procedures of Outdoor ESCAPES New Hampshire, LLC.

Organization (if any)		
Address		
Contact Person's Signature	Print Name	Date