



**Tour | Angel Falls and the Canaima Lagoon I**

Trip Duration: 6 days / 5 nights



Joanne Ruddell

**Trip Review**

"Quite simply a fabulous day! Book it now!" Alessandro Rizzo

**Trip Highlights**

Venezuela is known for its natural beauty. In this tour, spend two days in the exciting and magnificent Caracas, which is the economic, political and cultural capital of Venezuela. Visit the historical and colonial sites. In Canaima National Park, travel through the canaima lagoon, visit the Mayupa Rapids and the auyantepui, board a "curiara" (Indian canoe) in the Carrao River. Next day travel to Raton Island to see the impressive Angel Fall, the largest waterfall in the world, and swim in the Angels Fall Lagoon.

**Type**

Destination Tour- When time is of a premium and you are only interested in seeing a specific detination and/or doing a specific activity in the South America country you are visiting, this is the tour for you. The tours starts and ends in that specific destination.

**Level**

Moderate- These trips may include hiking, biking, rafting, kayaking and other activities that require only an average/moderate level of fitness to enjoy. You will need a good level of fitness and be in good health.



**Adventure Map:**



**Why should i book with TURPIAL TRAVEL?**

## A New Way of Touring

Turpial Travel specializes in a new way of touring, which includes small groups, direct contact with nature, experienced guides, and flexible itineraries. Our main concern is the convenience and custom made tours we provide to our clients.

## Reasonable Prices

Turpial Travel offers much more for your money. We have the best prices in the market because we work directly with the local vendors in each destination. We have created a network of contacts throughout South America, so that our customers can enjoy more for less.

## Sustainable Tourism

We are a responsible tourism company. We care about the environment and the people who inhabit it. Our greatest commitment is to bring progress to the communities we visit with minimal deterioration of their habitat. We believe in sustainable tourism and largely return to the regions we visit what they offer to our customers.

## Technology

Turpial Travel's website is a next-generation platform with an online booking system that allows the traveler to fully customize his/her adventures. For the convenience of our clients, all the booking process can be made at once or by easy steps.

## Memberships

Turpial Travel is a proud member of some of the most respected tourism associations in the world, such as the Adventure Travel Trade Association, and the American Association of Travel Agencies. In addition, Turpial Travel works in partnership with Fundacion AndigenA, a Venezuelan foundation for the conservation of the neotropical biological diversity, financing since 2006 programs for environmental conservation destined to school children that live in the rural areas visited by our clients. This is our way to give back and to raise awareness among the youth of the importance of the environment.

## Testimonials

Our aim is to provide the best quality service to all our travelers. This is attested by the numerous testimonies we have collected throughout the years.

## Destinations Visited

### In this tour you will visit the following destination

#### Caracas

Caracas, Venezuela's capital, has over four centuries of history buried beneath its urban city. Simón Bolívar described Caracas as: "si se opone la naturaleza lucharemos contra ella y la haremos que nos obedezca" (if nature opposes us, we'll struggle against her until she obeys us). Caracas is the place where you can see the legacy of Bolívar's defiant proclamation. It sits in the Cerro Avila Valley, where mountain ranges soar 8000 feet from the Caribbean. Once inhabited by Toromaimo Indians, the city was founded by the Spanish in 1567. In Caracas you find an array of cultural activity, world-class museums or eclectic cuisine, from the arepa joints of Sabana Grande to the haute cuisine of hubs like Las Mercedes and Los Palos Grandes. Nightlife is also one of the best in the country. Things not to miss include: La Plaza Bolivar, La Casa Natal de Simon Bolivar, Centro de Arte La Estancia, El Hatillo, Museo de Arte Contemporáneo de Caracas, Catedral, and Iglesia San Francisco.



## Puerto Ordaz/Ciudad Guayana

Puerto Ordaz today one of the cities with highest rate of industrial and economic growth is also one of the best planned and most modern ones in the country. Founded in 1952, as the headquarters of the Orinoco Mining Company, this city lodges the iron and aluminum industry which in Venezuela, is second only to the oil industry. From here these nowadays so vital natural resources are supplied to the worldwide market. The union of San Felix and the industrial sector of this city gave birth to Ciudad Guayana in 1961. Ciudad Guayana is the home of The Guri dam, the second biggest hydroelectric power station in the world, which supplies the energy to the electric industry both local and national. In this city the two most important rivers of the country join, creating the Caronoco Zone, named after the two rivers' names Caroni and Orinoco. From one of the bridges that links Puerto Ordaz and San Felix this confluence is perfectly visible. Among the loveliest attractions of the city are Cachamay and La Llovizna Parks, where you can admire superb cascades and relish the luscious flora on the parks beautiful paths. "A close natural encounter of the best kind".

## Canaima National Park/Angel Falls

Travel with Turpial Travel to one of the largest national parks in the world and the second largest in Venezuela. Canaima National Park astonishes visitors with the drama of its spectacular landscapes and biological diversity. Its signature landmarks are the tepuis, unique rock formations that rise up out of the surroundings to create huge ecological islands (the most famous, Roraima, inspired Conan Doyle's novel, The Lost World) punctured by waterfalls, including Angel Falls, the planet's highest. In 1994, UNESCO declared Canaima National Park a World Heritage Site. The organization calls the park a "unique biogeological entity". It is best to visit Canaima National Park and the famous Angel Falls during the rainy season (from May to November) as dry season the rivers can run almost completely dry.



## Trip Itinerary

### Day 1: Caracas

Meet a Turpial Travel assistant at the Caracas airport. Our assistant will welcome you to Venezuela, answer all your questions, and transfer you to your hotel in downtown Caracas. Overnight at a hotel.



### Day 2: Caracas



Take a tour of the capital and visit some of its historic sites! We will pick you up from your hotel in Caracas and show you the metropolitan city of Caracas.

The tour starts at 9:30 AM. Visit:

Plaza Bolívar: A leafy square considered the nucleus of the old town. It's always alive with huddled groups of *caraqueños* engaged in conversation and children feeding freshly popped corn to the black squirrels in the trees, while vendors hawk lemonade and *cepilladas* (shaved ices) on the sidelines, the whole scene shaded by African tulip trees and jacarandas. Golden cherubs gather round the fountains at each corner of the square. Four statues of women, one at each corner of this plaza named for Simon Bolivar, represent the four original republics of the Gran Colombia: Venezuela, Colombia, Ecuador and Peru.

Catedral Metropolitana de Caracas: Over 300 pounds of gold leaf were used to gild the main altar at this late 17th-century cathedral, which also houses the private Bolivar family chapel. Set on the eastern side of Plaza Bolívar, Caracas' cathedral started life in the mid-16th century as a mere mud-walled chapel. Built between 1665 and 1713, the present incarnation is packed with dazzling gilded altars and elaborate side chapels. The wide five-nave interior, supported on 32 columns, was largely remodeled in the late 19th century.

Casa Natal de Bolívar: The house where Simón Bolívar was born on July 24, 1783. The house has been reconstructed and turned into a museum. Exhibits include period weapons, banners and uniforms. Much of the original colonial interior has

been replaced by monumental paintings of battle scenes, but more personal relics can be seen in the nearby Museo Bolivariano.

Consejo Municipal: rected by the Caracas bishops from 1641 to 1696 to house the Colegio Seminario de Santa Rosa de Lima. The Real y Pontificia Universidad de Caracas, the province's first university, was established here in 1725; latter renamed by Bolívar as the "Universidad Central de Venezuela". Today the building is the seat of the Municipal Council. While there, make sure to visit the Museo Santana, which has a unique 'doll's-house version' of the city's development, filled with elaborate miniature models of turn-of-the-19th-century Caracas. There are also grand historic paintings, banners and some fascinating ceiling murals; look for the one depicting Bolívar in the heavens. The western side of the building houses the Capilla de Santa Rosa de Lima, where congress declared Venezuela's independence in 1811 (though it was another 10 years before this became a reality). The chapel has been restored with the decoration and furniture of the time. Finally, while strolling around the courtyard, look for the reproduction of the very first Caracas map, drawn in 1578. It shows the old town when it stretched just two blocks from the plaza in each direction. (Source: Lonely Planet).

Iglesia San Francisco: constructed in the 1570s. While there, look at the richly gilded baroque altarpieces distributed along both sidewalls, and stop at the statue of San Onofre, in the right-hand aisle. He is the most venerated saint in the church due to his miraculous powers of bringing health, happiness and a good job. (Source: Lonely Planet)

Please take note that the Panteón Nacional and the Capitolio aren't opened to the public. The Panteón Nacional is being remodeled and the government is not allowing the visit to the Capitolio.

Depending on the time the tour guide has (this will depend on traffic conditions at the time) we will offer a visit to El teleférico (2.120 m) which offers a wonderful view of the City. Note: Entrance fee to el Teleferico is not included.

Visit the town of El Hatillo a charming village - declared a National monument - that has kept its architectural tradition and customs throughout the years. The village is one of the most attractive tourist spots within "Gran Caracas".

Overnight at a hotel.

### **Day 3: Canaima National Park/Angel Falls - Caracas - Puerto Ordaz/Ciudad Guayana**

Early in the morning, take a flight from Caracas to Canaima National Park. Upon arrival you will be transferred to our main camp. At 2:00 p.m. leave the camp and head to the Ucaima port located above the Canaima Lagoon Falls. Board a curiara (Indian canoe) and travel through the Canaima Lagoon. When you arrive at "Sapo Falls" - a magnificent water fall of approximately 45 meters in height and 100 meters in width - prepare yourself to cross it by foot! At the other side of the fall, a jeep will be waiting for you to take you through the "Mayupa Sabana". Observe the "Mayupa Rapids" and part of the magnificent Auyan Tepuy. After crossing the Sabana by jeep, board the curiara once more and travel on the Carrao river to the "Happy Well". During the voyage, observe the lush tropical vegetation, Palmas de Moriche (tropical palms) and Tepuyes. At the Happy Well, the group will stop to take a refreshing bath before continuing the journey to the "Ahonda Camp" in front of the Orchid Island (a shelter of red stones) where we will have dinner with a view of the Auyan Tepuy. Spend the night sleeping in hammocks with mosquito nettings and blankets.



Note: Sleeping near the Angel Falls in a hammock excursion can only be done during the rainy season (June - November). If you are visiting Venezuela during the dry season you will have to sleep at the lodge for two nights and go up and down the river to see the fall the same day OR do an overflight depending on how low the water levels when you are there.

### **Day 4: Canaima N. P. & Angel Falls**



After breakfast, board the curiara and travel up river to "Isla Raton". At Isla Raton, trek an hour to the base of the magnificent Angel Falls. Enjoy the splendid view of the falls and if time permits, swim in the Angel Falls lagoon. Return to the Orchid Island for lunch and after that head back to the main camp (arriving approximately at 6:00 p.m.). Overnight at a camp.

## Day 5: Canaima National Park/Angel Falls - Caracas - Puerto Ordaz/Ciudad Guayana

After breakfast, fly from Canaima National Park to Caracas. Upon arrival, you will be greeted by our travel assistant and transferred to a hotel. Overnight at a hotel near the airport.



## Day 6: Caracas

Transfer to the airport to take your flight home and/or next destination. END OF SERVICES.

*NOTE: All details of your trip will be provided in your pre-departure information package. If you wish to receive the information prior to booking with us, a fee of \$100 per person is applied.*

### Tour Includes:

- A comprehensive pre-departure information
- Airport assistance
- Accommodation (including overnights in camps and hotels) on a twin-share basis
- Domestic flights, if indicated on the itinerary. If not, it is not included. Baggage allowance in domestic flights is 10kg.
- Private ground transfers as listed on the itinerary
- Excursions and meals as indicated on the itinerary
- Professional English-speaking local guide for the tours (for comfort and superior service levels)

### Tour does NOT Include:

- International flights
- Alcoholic drinks
- Tips / Gratuities
- Personal expenses
- Personal Gear (or other items of a personal nature)
- Entrance fees to National Parks if included in your itinerary
- Medical treatment
- Excess baggage costs
- Meals, alcoholic beverages, tours, or other services not listed on the itinerary.
- Holiday surcharges
- Visas
- Expenses incurred in preparing for the trip such as but not limited to: non-refundable airline tickets, travel insurance or additional expenses encountered as a result of flight delays, cancellations, or missed connections.

### We recommend you bring:

- Passport (with photocopies)
- Travel insurance (with photocopies)
- Airline tickets (with photocopies)
- USD or EURO cash and/or travelers checks
- Credit card
- Turpial Travel vouchers, pre-departure information and printed copy of your Itinerary PDF
- Alarm clock
- Flashlight
- Sun hat, sunblock, sunglasses
- Insect repellent
- Water bottle
- Small towel and swim wear
- Toiletries (biodegradable)

- Sturdy walking shoes/sport sandals
- Moneybelt
- Shorts
- Long trousers
- Hiking pants/track pants
- Shirts/T-shirts
- Swimwear
- Waterproof jacket/clothes
- Cover for backpack or plastic bags to keep clothes dry
- Camera and film
- Reading/writing material
- Binoculars
- Pocketknife
- First-aid kit (should contain lip salve, aspirin, band aids, anti-histamine, imodium or similar tablets for mild cases of diarrhea, re-hydration powder, extra prescription drugs you may be taking).
- If you are under medical treatment, please bring medical treatment for the days you will be traveling with us.

**Special Needs:** Those who have special needs need to let us know in advance so we can make the necessary arrangements (e.g. allergy to specific foods, etc).

### Tour Prices (Retail Price):

Clasificacion-P/P	Pax 1	Pax 2	Pax 3	Pax 4	Pax 5	Pax 6	Pax 7	Pax 8
Standard	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Comfort	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Superior	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

### Meals included:

Accommodation	Breakfast	Lunch	Dinner	TOTAL
Standard	0	0	0	0

#### Notes:

1. Meals referenced in the itinerary are subject to a time schedule. If you are not there at the time of service, Turpial Travel will not refund the meals you lost (e.g. because you arrived late and/or any other reasons).
2. Allow USD \$50 per day for meals not included and/or additional personal expenses. Please bring it in cash as credit cards are not widely accepted and getting money out of the banks is very difficult.
3. Trip extensions can be arrange for any of our tours at an additional cost.
4. Best Season to do this tour is during the rainy season (July through November).



### How to Book



There are two ways of booking with us:

1. Book online at [www.turpialtravel.com](http://www.turpialtravel.com)
2. Contact us:

Telephone: 1 (310) 427 3616 (USA)

Hours: 8:00am- 5:00pm Monday- Saturday (Pacific Time)

**E-mail: [info@turpialtravel.com](mailto:info@turpialtravel.com)**



## Terms & Conditions

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking by telephone, email, or on the website [www.turpialtravel.com](http://www.turpialtravel.com) with Turpial Travel & Adventure (also known as AUTANA LLC) or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date the client processed the payment and a confirmation invoice and/or email was sent. It is at this point that a contract between Turpial Travel & Adventure and the client comes into effect. These conditions apply to the exclusion of any other terms and conditions unless agreed to in writing by the parties prior to the trip departure. Previous dealings between the parties will not vary these conditions. No purported variations of these conditions will be effective unless in writing and signed by a person so authorized by Turpial Travel & Adventure.

### 1. How to Book

To reserve your place on a tour, you should complete the booking form, together with a non-refundable deposit of 30% per person of the total amount to your travel agent.

### 2. Payments

The prices quoted in this tour are for payments in cash, bank transfer, or credit card. The balance of the tour price is payable to Turpial Travel & Adventure *30 days prior to departure*. If the trip is a last minute booking, payment deadline will be sent when Turpial Travel & Adventure and its clients confirm the booking. Prices are quoted in US dollars and all payments must be made in US dollars, unless agreed otherwise by Turpial Travel & Adventure.

After the full payment has been received and processed, you will receive detailed pre-departure information package which will include your final itinerary, what we recommend bringing, final invoice, and other important information needed to prepare for the trip. Final trip details will be sent to you two weeks prior to your departure unless you request the pre-departure information sooner.

### 3. Amendments, Transfers & Cancellations

*Amendments:* If you wish to make amendments to your travel arrangements, you must notify Turpial Travel & Adventure in writing. Each amendment to your tour arrangement will incur a \$150 administration fee per booking, per person, in addition to the cost of any extra services required. The client must also understand and accept that Turpial Travel & Adventure may not be able to accommodate or guarantee new requests. All administration fees must be paid prior to departure.

*Transfers:* If you wish to transfer from one tour to another and/or change your destination, you must notify Turpial Travel & Adventure in writing. Once Turpial Travel & Adventure receives your notice the transfer will take place subject to the following charges:

- If your notice is received more than 30 days prior to original departure date, a \$150 fee will apply. In addition, any increase in airfare or operational services will be payable by you.
- If your notice is received within 30 days prior the original departure date, 50% of your original tour price will be forfeited provided your notice is received 15 days prior to your original departure date, otherwise 100% of your tour price will be forfeited.
- If you cannot travel for a reason such as illness, injury, or death, Turpial Travel & Adventure will agree to transfer the booking to another person provided it receives a written request at least 30 days prior to departure. The client must pay a US\$150 administrative fee, pay any penalties charged by suppliers, and understand that airlines may impose a 100% cancellation fee and charge a different rate for new tickets.
- Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of Turpial Travel & Adventure.

*Cancellations:* If you wish to cancel your tour, you must notify Turpial Travel & Adventure in writing. Once we receive your notice, cancellation will take effect subject to the following:

- If your cancellation notice is received more than 30 days prior to original departure date, a \$150 fee will apply.
- If your cancellation notice is received within 30 days prior the original departure date, 50% of your original tour price will be forfeited provided your notice is received 15 days prior to your original departure date, otherwise 100% of your tour price will be forfeited.
- No refunds will be given for unused hotel rooms, meals, sightseeing trips, or trek arrangements during your trip
- Leaving an expedition in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of an expedition.
- This policy applies to pre- and post-trip extensions.

#### **4. Rout Changes, Postponements, Cancelation or Delay**

Turpial Travel & Adventure reserves the right to:

- Change the date of departure or conclusion of tour, or
- Modify any aspect of the tour,
- Cancel or modify any routs within the tour or objectives set out in the itinerary,
- Substitute different or equivalent routs within the tour in place of cancelled or modified routes, or
- Postpone, cancel or delay (either in relation to the departure or arrival times of the duration of the tour) any such aspect of the tour, if in the absolute discretion of Turpial Travel & Adventure, it is necessary to do so due to weather conditions that are otherwise likely to be hazardous or dangerous or due to any adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of Turpial Travel & Adventure there is such likelihood of any such event occurring which may impact the safety of the participant, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation of any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. Turpial Travel & Adventure also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event condition 3 applies in respect of the cancellation or transfer of a tour. Travel insurance may compensate you depending on the circumstances.

#### **5. Airline**

Any airline tickets issued are subject to the carrier's refund policy. Turpial Travel & Adventure is not liable for any penalty charges associated with non-refundable air fares, even if caused by a change of tour departure times, dates or airports.

#### **6. Insurance**

Insurance is mandatory for all our clients. Personal travel insurance is not included in the tour price. It is a format condition of booking a tour with Turpial Travel & Adventure that you are adequately insured for the full duration of the tour in respect to emergency evacuation, illness, injury, death, loss of baggage and personal items and cancellation and curtailment. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. Turpial Travel & Adventure cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. The client acknowledges that the cost of the tour does not include insurance, and that the client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the client must ensure the insurer is aware of the type of travel to be undertaken.

#### **7. Medical Disclosure**

You declare and warrant that:

- You are in good health and mental and physical fitness at the time of booking this tour;
- You have disclosed to Turpial Travel & Adventure every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably expected to know, that this relevant to Turpial Travel & Adventure decision to permit you to go on this adventure tour.
- Immediately upon any adverse change in your health or fitness that may be likely to affect Turpial Travel & Adventure's decision to accept the risk of permitting you to go on the adventure tour, you will notify Turpial Travel & Adventure in writing of any such adverse change.

You acknowledge that the obligation to disclose under the condition continues from the time of booking the tour through the departure and extends for the duration of the tour. If you fail to comply with the duty of disclosure in this condition

and if Turpial Travel & Adventure would not have permitted you to undertake this tour, or continue participation on the tour, had you made full disclosure under this condition, Turpial Travel & Adventure will not be liable, except to the minimum extent required by law, for personal injury, death and property damage and loss incurred by you.

## 8. Groups and Families

The client signing the contract with Turpial Travel & Adventure has the authority to do so on behalf all the persons named in the booking form, and confirms that they are fully aware of the booking being made on their behalf and that they accept these terms and conditions.

## 9. Tour Prices

Turpial Travel & Adventure reserves the right to amend tour prices (or any part) without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including but not limited to: exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, and/or the need to engage alternative air or ground operations. Any increase in tour prices must be paid prior to departure date.

## 10. Exclusions from Tour Price

The following items are excluded from the tour price:

- Personal travel insurance.
- Visa, passport and vaccination charges.
- Departure, airport and airline taxes.
- Extra emails, transport costs, accommodation costs, or other expenses not included in the itinerary.
- Laundry, postage, personal clothing, medical expenses and items of personal nature.
- Emergency evacuation and/or emergency search charges.
- Tips and excess baggage charges.
- Meals referenced in the itinerary that were not given due to force majeure and/or outside activities that did not allow you to be there on time.

## 11. Mailing List Terms And Conditions

If you join our mailing list we will use the information you provide to contact you from time to time with news and information about Turpial Travel & Adventure, details of the tours we offer. If you wish to unsubscribe from our mailing list please inform us of this via our contact page and we will remove your details from our system. We will not provide your details to any other organization or use our mailing list to promote products and services from anybody else.

Data Protection Policy: Turpial Travel & Adventure is committed to handling personal data in the spirit of the Data Protection Act 1998 ("the Act") and protecting personal privacy in accordance with the law.

Confidentiality: Please note that we do not sell, rent, or trade your details to any third parties. Only employees of Turpial Travel & Adventure are granted access to your details. However, we may need to release or transfer data in a few, special circumstances, when a) We respond to court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims b) We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, spamming, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of service, or as otherwise required by law c) We must transfer the information, to a successor company in the event of a sale, merger, liquidation, dissolution, reorganization or acquisition of Turpial Travel & Adventure.

## 12. Force Majeure

If Turpial Travel & Adventure is prevented (directly or indirectly) from performing any of its obligations under the agreement by reason of act of God such as strikes, trade disputes, fire, breakdowns, interruption of transportation, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside Turpial Travel & Adventure's reasonable control, Turpial Travel & Adventure will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 4.

## 13. Assumption of Risk

You acknowledge that:

- By the very nature of the adventure holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays; and

- In the regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service precision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and
- Operational control of the tour may be in the hands of a third party and that performance is against the third party and not against Turpial Travel & Adventure;
- And additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and
- The enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and those inherent dangers and risks are a reason why you wish to undertake the adventure tour; and
- You have submitted booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by your government and that it is your responsibility to acquaint yourself that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

#### **14. Disclaimer**

You accept that Turpial Travel & Adventure:

- May act as a booking agent for third-party tour operators and accepts no liability for the acts or commissions of those third-party tour operators; and
- Will not be liable for any breach of any law by any person with whom you travel on the tour; and
- You may not rely on any representations concerning the tour made by Turpial Travel & Adventure which are not contained in these conditions.

#### **15. Release and Waiver of Liability**

As this is a voluntary trip, in consideration of Turpial Travel & Adventure accepting your booking application and in consideration of you being permitted by Turpial Travel & Adventure to join the tour:

- You release Turpial Travel & Adventure and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the country in which the tour is conducted (each of whom are collectively referred to as "Turpial Travel Team") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the tour and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the willful negligence of wrongful act of Turpial Travel & Adventure and its employees; and
- You waive any claims you have, or may at the time have, against Turpial Travel & Adventure and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Turpial Travel & Adventure and its employees in respect of any personal injury, illness or death suffered by you or damage or loss of property sustained by you as a result of your participation in the tour.

#### **16. Jurisdiction & Dispute Resolution**

You agree that any dispute concerning, relating or referring to this contract, the brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration in Denver, Colorado, according to the then existing commercial rules of the American Arbitration Association. Such proceeding will be governed by substantive Denver law without regard to the Denver Arbitration Act. The arbitrator(s) 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.

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