

California Nature Tours Policies and Waiver 2008

In this document, “customer”, “person”, and “participant” refer to those engaging with California Nature Tours to sign-up for, pay for, or attend a tour. “We” and “our” refer to California Nature Tours only.

Privacy and Security

General: California Nature Tours does not provide any personal information about customers, prospective customers, or correspondents to anyone except as may be required by law.

Online payment: Although our website provides access to online payment, the actual payment occurs on the website of the vendor providing the transaction service, and no customer’s financial information is given to us by any party. Customers who pay us via the transaction service vendor agree to, and are subject to, the privacy and security policies of that vendor. Although we believe them to be reliable, we do not warrant their performance.

Offline payment by check only: When we accept payment via check, we do not record the customer’s bank account number. Customers who pay us with a check agree to, and are subject to, the business practices of our bank, usbank, which we believe but do not warrant to conform to prevailing standards.

Other business records: We may store our records of customer information on our own facility or that of vendors providing business services to us. Customer records may travel over those vendors’ computer networks. Note that the customer records we possess do not contain bank account or credit card numbers. We believe, but do not warrant, vendors and their networks to be secure. We maintain strict control over access to our facility and accounts with vendors.

Children: Discounts, Minimum age, and Supervision

Rates for persons under 15 years (maximum age 14) are half-price. All persons under 18 years must be accompanied by a parent or guardian at all times and must have attained the minimum age specified by tour date.

Reservations

General: Customers can make reservations either online or offline. In either case, a customer signs up for a tour, receives a signup confirmation email automatically generated by our website, pays for the tour, and receives a payment confirmation email. The payment confirmation email functions as a receipt. If a customer pays online, payment confirmation is sent from the transaction service vendor. If a customer pays offline, we send the payment confirmation email. If a customer signs up for a tour, but does not pay for it, a reservation has not been made.

To reserve online, a customer provides the required information on our Sign-Up page and pays the full amount on a page on the transaction service vendor’s website. Payment is considered “received” when the vendor alerts us that the transaction has been authorized (usually within a couple of hours). Customers who pay online agree to, and are subject to, the vendor’s terms of service.

To reserve offline, a customer also signs up online and but then pays offline by sending us a check in US dollars for the full tour cost with the name and date of the tour, and the payer’s name, phone number, and email address. If the payer’s name is different from the individual who made the reservation or will attend the tour, they must provide those names also. This type of payment is considered “received” when the check arrives in our mailbox. In either case, payment must be received at least 48 hours before the tour start time.

One-day tours (except van tours): Customers reserve these tours as described above.

Multi-day, and van tours: Customers reserve multi-day and van tours according to the policies for one-day tours above with the following additional provisions. Payment must be received at least

30 days before the tour date. Rates for multi-day tours are based on double occupancy of any rooms reserved, unless otherwise specified in the tour description.

Last-minute reservations: Customers can attempt to make “last minute reservations” when the remaining days before the tour are fewer than required for the type of tour. To inquire about last minute reservations, call and email California Nature Tours at least 48 hours before tour time (+1 415.971.5201, info@californianaturetours.com). This inquiry does not make the reservation.

Online payments that fail: A customer’s online payment may be judged by the transaction service vendor to be “authorized”, i.e., to be backed by sufficient credit or funds at the moment the customer interacted with the vendor’s website, yet ultimately lack credit or funds at the moment the transaction is processed. In this case, payment has not been “received” and a reservation has not been made. In addition, the transaction service vendor may reverse a transaction for reason such as suspicion of fraud, in which case payment also has not been “received”. In these types of occurrences, we shall notify the customer, and acquire payment or cancel the sign-up.

Offline payments that fail: If our bank, usbank, declines payment on a customer’s check due to insufficient funds, payment has not been “received” and a reservation has not been made. We shall notify the customer, and acquire payment or cancel the sign-up. We shall charge the customer a fee equal to the amount of the declined check fee our bank, usbank, charges us. As of March 25, 2008, the fee was \$35 USD.

Changes, Cancellations, Refunds, No-shows, Weather

Weather and cancellations by us: Tours proceed rain or shine. However, we reserve the right to cancel or modify any tour at any time due to conditions including but not limited to: weather, trail conditions, mechanical breakdowns, circumstances beyond our control, or an insufficient number of participants. If we cancel a tour, we shall contact customers for that tour via both phone and email as soon as practicable. We shall offer customers a choice between a refund and a credit for the value of the remaining full days of the tour. When we cancel we are not responsible for costs customers may encounter.

Rescheduling of tours we cancel: We shall reschedule a tour we cancel for another date at least 30 days later if possible.

Refunds: Refunds are available to customers when we cancel a tour, or when customers cancel during either the full or partial refund period. Customers who cancel later cannot receive a refund. The full and partial refund period varies depending on the type of tour, as described below.

“Store credit”: “Store credit” is available only we cancel a tour. When customers cancel, there is no option to receive “store credit”. When we cancel a tour, we offer customers a choice between “store credit” for the remaining whole days of the tour, and a refund for the remaining whole days of the tour. “Store credit” can be applied against the cost of another tour and is good for one year after date of issue. If a customer applies a credit towards a tour that costs less than the value of the credit, they may use the difference at a later date provided that date is within the original year duration of the credit. A “store credit” is recorded on a piece of paper, signed by the tour leader, and given to the customer. To redeem the credit, the customer must present the piece of paper.

“Converting” a reservation from one tour to another: At our discretion, customers cancelling a one-day tour within 48 hours of the tour date may convert their reservation for the tour they’re cancelling into a reservation for another a comparably priced tour. Customers making this request must speak with us by phone and select the new tour at that time (+1 415.971.5201). In this circumstance, customers cannot take a refund or a credit.

Substituting one customer for another: At our discretion, a customer may “substitute” another customer to use their reservation. In this case, we do not issue a refund to the original customer,

and the substitute customer must execute the waiver. Customers who wish to request this option must speak with us by phone (+1 415.971.5201).

Customer initiated changes: When customers wish to initiate a change of any sort, they must call or email us (+1 415.971.5201, info@californianaturetours.com). Customers who paid online have the additional option of initiating an email message to us by selecting the link in the payment confirmation email message. An individual initiating changes of any kind including cancellations must be the customer who made the original reservation. If a refund is involved, as soon as practicable we shall issue a refund to the payer in the original reservation via the payment method used. Refunds of online transactions are processed by the transaction service vendor of the initial transaction and are governed by their process.

One-day hiking or cycling tours: To cancel and receive a refund for one-day hiking or cycling tour, customers must notify us by phone or email, (+1 415.971.5201, info@californianaturetours.com) at least 7 days before the date of the tour. At our discretion, up to 48 hours before the tour date, customers may convert a reservation for a particular tour into a reservation for another a comparably priced tour. Customers making this request must speak with us by phone (+1 415.971.5201). Customers who cancel fewer than 48 hours before their reserved tour date and those who do not cancel yet do not show up at the meeting place on time cannot obtain a converted reservation for a comparable tour, a refund, or a credit.

Van tours and multi-day tours: To cancel and receive a full refund for van tours and multi-day tours, customers must notify us by phone or email (+1 415.971.5201, info@californianaturetours.com) at least 30 days in advance of the tour start date. Up to 15 days before tour start date, customers can cancel and receive a 50% refund. No credit is given for the other 50%. On these tours, customers cannot convert their reservation from one tour to another. Customers who cancel fewer than 15 days before the tour start date cannot obtain a converted reservation for a comparable tour, a refund, or a credit.

No-shows: “No-shows” are reserved customers who either cancel a one-day walking or cycling tour fewer than 48 hours before tour date, a multi-day or van tour fewer than 15 days before the tour start date, or who neither cancel nor show at the meeting place and time. No-shows cannot obtain a converted reservation for a comparable tour, a refund, or a credit.

Joining a Tour

Identification: To join a tour as it leaves the starting point, all adult participants must present valid government issued photo identification that matches their name used when making the reservation.

Waiver: To join a tour as it leaves the starting point, all adult participants must sign a copy of the waiver. Participants are encouraged to print, sign, and mail the waiver before the tour date. Children must have a waiver signed by their legal guardian.

Tours begin on time: Tours begin at the specified start time with a short orientation, and depart no later than 15 minutes after the start time. We do not call or wait for participants who are not present at departure time. We strongly encourage participants to plan to arrive early and to allow time for unforeseen events and conditions they may encounter.

Incapacitation: To join a tour as it leaves the starting point, and to remain on the tour, participants must be free of incapacitation including but not limited inebriation. If participants have any medical condition that requires medication or could affect their ability to complete the tour, it is their responsibility to notify us when making the reservation and to notify the tour leader before the tour starts. At our discretion, we may decline or remove a tour participant whom we believe to be incapacitated.

Comply with leader’s instructions: Participants must comply with the tour leader’s instructions. At our discretion we may decline or remove from a tour any participant whom we believe to not be following the leader’s instructions or to be encouraging others not to do so.

Medical Emergencies: Tour leaders carry first aid kits but tour leaders are not trained to provide medical treatment. Tour leaders carry cell phones that may be used to call 911 for assistance, but extenuating circumstances may occur including but not limited to inadequate cell coverage, a cell phone may fail, and emergency response organizations are not under our control. If participants have any medical condition that requires medication or could affect their ability to complete the trip, it is their responsibility to notify us when making the reservation *and* to notify the tour leader before the tour starts. At our discretion, we may decline or remove a tour participant for whom we believe the tour to be an unnecessary risk.

Animals including ADA service animals: No animals of any kind, including but not limited to birds, reptiles, insects, and spiders are allowed on a tour unless otherwise specified in the tour description. This prohibition includes ADA service animals. At our discretion, we may decline or remove a tour participant whom we believe to possess an animal.

Illegal or dangerous items: To join a tour as it leaves the starting point, and to remain on the tour, participants may not possess dangerous or illegal items including but not limited to any firearms, explosives, knives, stun guns, alcohol, or drugs. At our discretion, we may decline or remove a tour participant whom we believe to possess a dangerous item.

Harassment: At our discretion we may decline or remove from a tour any participant whom we believe to be harassing or otherwise acting inappropriately to others.

Smoking: There is no smoking during portions of the tour when participants are together. At our discretion, we may decline or remove a tour participant whom we believe to be violating this provision.

Customer Gear and Clothing

Participants provide their own gear. Participants are responsible for the suitability, working condition, and safety of their gear for themselves and others. At our discretion, we may decline or remove a tour participant whose essential gear we believe to be ill-suited, not in working order, or insufficient for the tour.

Customer Food

Participants provide their own food and beverages except as noted in specific tour descriptions. In general, on backpacking trips, we provide commercially available packaged food products in their original unsealed packages for participants who wish to prepare them for meals. On some van tours, the van may stop for food and refreshments that participants may purchase.

Tour Sign-Up Creates Newsletter Sign-Up

When customers sign-up for a tour, we automatically sign them up for the monthly email newsletter. Customers may opt out of the newsletter at any time via a link provided in every issue of the newsletter, or by contacting us by phone or email (+1 415.971.5201, info@californianaturetours.com).

Website Errors

We endeavor to make the information displayed on, and processes occurring in, our website as error-free as practicable. We do not guarantee that errors will not occur. Website visitors are encouraged to contact us (+1 415.971.5201, info@californianaturetours.com) about any aspects they wish to verify. If an error of information or processing occurs, we shall do our best to resolve situation in a timely manner. If an error occurs on the website of a payment transaction vendor, we shall work with that vendor to resolve the situation.

California Nature Tours Assumption of Risk and Release ("Waiver")

All participants age 18 or older, payers or not, are required to read and provide a hand signed copy of the following Assumption of Risk and Release before starting any tour.

"I and any children accompanying me am/are in sufficient physical condition and have sufficient experience and capabilities to participate in this California Nature Tours event. Even so, I understand that serious accidents and personal injury could occur. Notwithstanding, I voluntarily agree to participate in the event and assume these risks. In exchange for being allowed to participate in this event, I release and hold harmless California Nature Tours and David D. Schmidt and their respective heirs and assigns, who or which (through negligence) might otherwise be liable to me (or my heirs or assigns) for damages of death, personal injury, or property damage which I may have now or in the future, whether known or unknown, as a result of my participation in the event. I further agree that if, despite this release, I, or anyone on my behalf makes a claim against David D. Schmidt and/or California Nature Tours, I will indemnify, save, and hold harmless each of the above persons/entities from any litigation, expenses, attorney fees, damages, or costs that they may incur as the result of any such claim. I understand that this results in me giving up substantial rights. I have signed freely and without any assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. Furthermore, if I decide to leave the tour early for whatever reason and not to complete the tour as planned by California Nature Tours, I assume all risks inherent in my decision to leave and waive all liability against David D. Schmidt and California Nature Tours arising from that decision. The tour officially begins and ends at the location(s) designated by California Nature Tours. The tour does not include carpooling, transportation, or transit to and from the tour, and I am personally responsible for all risks associated with this travel."

Date: _____
Handwritten Signature: _____

Printed Legal Name: _____

Date: _____
Handwritten Signature: _____

Printed Legal Name: _____

Date: _____
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