

## Terms and Conditions for Experience Olympic Tours

This Customer Agreement governs all services by Experience Olympic LLC (“Experience Olympic”) provided to individuals who will be participating in a tour. Please read the following terms and conditions carefully before beginning your tour. By participating in a tour with Experience Olympic you agree to be bound by these terms and conditions.

**Payment:** In order to hold your reservation, Experience Olympic requires a credit card number. You will not be charged on your credit card until your reserved tour date, so you can pay with a different credit card, cash, or personal check on the day of your tour. Insufficient funds in your account will result in a charge on your credit card for the tour itself plus fees for unprocessed checks.

**Olympic National Park Entrance Fee:** Experience Olympic is required to maintain a Commercial Use Permit through Olympic National Park that includes payment of entrance fees for each adult on tour unless a national park pass and acceptable identification is presented by the participant to the fee attendant. Clients are therefore required to bring a national park pass and US driver’s license/passport or pay the entrance fee (credit card only) at the time of entry while on tour. A national park pass covers 3 additional adults traveling with the pass holder. Children under the age of 16 are not charged the entrance fee. Experience Olympic does not cover entrance fee costs.

**Cancellation:** If you do not cancel your tour at least 30 days before your reserved tour begins and the reason is not due to illness or injury (see Force Majeure), Experience Olympic may charge a cancellation fee of \$250 on your credit card. If you cancel your tour at least 30 days before your reserved tour date or Experience Olympic cancels your tour, you will not be charged on your credit card.

**Modification:** Experience Olympic reserves the right to modify or substitute a tour at its discretion without prior notice to you, such as, but not limited to, when our planned destination is closed due to government shutdown, road access, or safety considerations.

**Youth:** All youth under the age of 18 must have a parent or guardian with them.

**Safety:** Experience Olympic tours strive to not exceed a ten to one participant to guide ratio. Experience Olympic reserves the right, at its discretion, to cancel the remainder of a tour if any tour participant does not follow verbal instructions from Experience Olympic staff. Tour participant(s) who are not with Experience Olympic staff during any portion of the tour must opt out of the tour during the applicable time period by signing the Experience Olympic *Opt Out Form*, available at [experienceolympic.com/forms](http://experienceolympic.com/forms).

**Force Majeure:** If either party is prevented, hindered, or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control, such as sickness or injury, the parties will be excused from any further performance or observance of their obligations. The party affected by a Force Majeure event shall advise the other party as promptly as possible.

**Arbitration:** Any controversy or claim arising out of or relating to this Agreement or any services provided by Experience Olympic to you shall be submitted to binding arbitration to be conducted in Clallam County, Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the case of any dispute or non-payment of any amounts due, amounts past due will bear an interest at a rate of 1.5% per month or the highest legal rate then allowed if lower than 1.5%, and you will pay Experience Olympic for its staff time and expenses, and damages. The prevailing party in the dispute – determined by the arbitrator – will be entitled to costs and reasonable attorneys' fees. Final decisions of the arbitrator will be binding and enforceable without further legal proceedings in court, provided that any party may enter judgment upon the award in any court having jurisdiction.

**Choice of Law:** This Agreement and the services provided under this Agreement will be governed by the laws of the Washington State as applied to an agreement entered into between residents of that state.

**Venue:** The parties will resolve any dispute in Clallam County, Washington, or the Western District of Washington.

**Limited Liability:** The liability of each party to the other for any claim arising out of or related to this agreement, including without limitation claims for negligence or breach of contract, will not exceed the total cost of the service provided, unless the cost arises under the preceding arbitration clause. In no event will either party be liable to the other for any consequential, indirect, special, incidental, or punitive damages even if advised of the possibility of such damages and even if the damages were foreseeable. The limitations in this section do not apply to acts of gross negligence or to damage claims for personal injury, or for attorney's fees and other litigation costs either party becomes entitled to recover.

**Severability:** If any portion of this Agreement is determined to be invalid, illegal, or unenforceable, all other conditions will remain effective.

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Printed name	Signature	Date
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Printed name	Signature	Date
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