

UNTERWEGS CALIFORNIA  
USDOT # 519776 CAL TCP 25471B  
RESERVATION AND DISCLAIMER

PLEASE USE A SEPARATE FORM FOR EACH PASSENGER/READ THE ENTIRE FORM AND SIGN ON BOTH SIDES

FULL PASSENGER NAME \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
AGE \_\_\_\_\_ \*note, minors must be accompanied by a paying guardian and form must be signed by parent or legal guardian  
NAME OF ACCOMPANYING MINOR/GUARDIAN \_\_\_\_\_  
DAYTIME PHONE NO. \_\_\_\_\_ EVENING PHONE NO. \_\_\_\_\_  
TOUR NAME & DEPARTURE DATE (mm/dd/yyyy) \_\_\_\_\_  
NAME OF TRAVELING COMPANION \_\_\_\_\_  
EMERGENCY CONTACT NAME & NUMBER \_\_\_\_\_

AMOUNT OF DEPOSIT: \$ \_\_\_\_\_ AMOUNT PAID IN FULL: \$ \_\_\_\_\_  
Payment forms accepted are: Cashiers Checks, Money Orders or Travelers Checks (US FUNDS ONLY)  
Mail payments & reservation/disclaimer to: Unterwegs California 859 North Barlow Ln. Bishop, CA. 93514  
If you prefer to pay by credit card, please call our office Monday-Friday 8:00-5:00 Pacific Time at 760-937-3818

We require a 25% deposit when you make your reservation. All deposits are non refundable. Full payment must be received 30 days prior to the departure date of the tour. There are no refunds issued on reservations canceled less than 30 days prior to departure date.

If we end up canceling the tour for any reason, you will receive a full refund of either your deposit or full payment, whichever you have paid.

We realize this is your vacation and we do our best to keep informed about weather, road conditions, etc. that may have an impact on our tours. Please realize that we might have to be flexible with departure times and routes to provide you with safe transportation during the tour; however, we cannot be liable for missed events on the tour due to circumstances beyond our control ("acts of God").

If any of the events on our tours are cancelled due to circumstances beyond our control (i.e. a railroad has cancelled the trip for the day or a hotel/motel has overbooked and/or cancelled our reservations), we will do our best to accommodate to meet the needs of the tour. Because of the time format of our tours, if a railroad cancels its trip for the day we will not be able to re-book for that particular railroad; but we will prorate the cost of that specific railroad as a refund within two weeks after the end of the tour.

All of our busses are insured as commercial passenger vehicles as required by the DOT, FMCSA and California PUC. You are not covered by this insurance any time you are off the bus. We recommend that you purchase additional insurance. Federal and State law mandates that the passenger accepts all responsibility for all carry on items and that the carriers liability be limited to \$250 per bag that has been checked into the luggage compartment.

I HAVE READ AND AGREE TO THE DEPOSIT AND RESERVATION POLICIES ABOVE. I HAVE READ AND AGREE TO SIGN THE ASSUMPTION OF RISK, RELEASE AND BINDING ARBITRATION AGREEMENT FORM ON THE REVERSE OF THIS PAGE. I AGREE TO CONFIRM MY RESERVATION 2 DAYS PRIOR TO THE DEPARTURE DATE. I UNDERSTAND THAT ALL TOUR ITINERARIES ARE FLEXIBLE AND SUBJECT TO CHANGE. I UNDERSTAND, AGREE AND ACCEPT THAT UNTERWEGS CALIFORNIA DOES NOT GUARANTEE ARRIVAL TIMES. I AGREE TO COOPERATE WITH ALL THE DIRECTIVES OF THE DRIVER AND TO ABIDE BY ALL PREVAILING LAWS. I UNDERSTAND IT IS MY RESPONSIBILITY TO RETURN TO THE BUS ON TIME AND UNTERWEGS CALIFORNIA IS NOT LIABLE FOR ANY COST INCURRED BY ME FOR FAILURE TO DO SO. UNTERWEGS CALIFORNIA RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE WITHOUT ANY COMPENSATION.

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Print Name

Signature

Date

Unterwegas California  
USDOT# 519776 CAL TCP 25471B  
RELEASE OF LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION AGREEMENT

I understand that by being a passenger and participating in any tour or charter operated by Unterwegas California:

1: I understand that I will have the opportunity to participate in various activities, including but not limited to, hiking, swimming, soaking in hot springs, skiing and engaging in other activities on public and privately owned lands and privately operated facilities such as tourist railroads, restaurants, stores and recreation areas. I further understand that by participating in these activities, I may be subjected to a variety of hazards and risk, which may cause me to suffer property damage, injury or death (referred to henceforth as "Damages"). I know these "Damages" may occur due to natural causes, the active or passive negligence of Unterwegas California, its employees, or the negligent or intentional acts of third parties and/or fellow passengers. I further understand that while traveling on tours or charters operated by Unterwegas California, access to rescue, medical facilities or medical expertise may be hours away from the location where "Damages" may occur. I understand that being exposed to such risk and "Damages" are an inherent part of travel. I understand the potential for the "Damages" to occur and I choose to participate in this tour/charter operated by Unterwegas California, agree to assume the risk and pay all cost incurred from such "Damages" while on a tour/charter operated by Unterwegas California.

2: I understand that at times Unterwegas California may deliver passengers to third parties who will conduct, supervise, instruct or guide passengers in various events and activities or conduct entire tours such as tourist railroads and including but not limited to those is section 1 above.

3: I voluntarily assume the risk of any and all "Damages" incurred while a passenger on a vehicle operated by Unterwegas California, unless such "Damages" are directly related to the negligent operation of said vehicle by an employee of Unterwegas California.

4: In the event I choose to depart or quit a tour/charter operated by Unterwegas California prior to the completion of the tour/charter as scheduled, I understand the risk in doing so and I agree to release, indemnify and hold harmless Unterwegas California, its officers, directors and employees for any liability for "Damages" arising from, or occurring after, my departure from the tour/charter. I also understand that by quitting or departing the tour/charter I will have forfeited and relinquished any remaining value of the purchase price for the tour/charter and waive any and all claims against Unterwegas California. Unterwegas California is not liable for any passenger expenses arising from delays, accidents, breakdowns, or adverse traffic or weather conditions.

**RELEASE**

In consideration for being accepted by Unterwegas California to partake in a tour/charter, I hereby agree to hold Unterwegas California, its owners, agents, employees and contractors harmless from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my Unterwegas California tour/charter. The terms of this Agreement shall also serve as release and assumption of risk from my heirs, executors and administrators and for all members of my family. I, my heirs, distributees, guardians, and legal representatives hereby agree to hold harmless, and not make any claim against, sue, or attach the property of Unterwegas California, its owners, agents, employees or contractors for any injury or damage I might suffer due to the acts of omissions, including negligent acts or omissions, of any employee, agent, contractor or owner of Unterwegas California. The undersigned further expressly agrees that this RELEASE and ASSUMPTION OF RISK AGREEMENT is intended to be as broad as permitted under California law and that if any portion thereof is held invalid, it is agreed that all other portions shall continue in full legal force and effect.

**BINDING ARBITRATION**

Any controversy or claim arising out of or relating to any "Damages" I may incur, or concerning this Agreement, or to the making, performance or interpretation thereof, shall be settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association which then exist. I understand that binding arbitration may deprive me of various rights that I might otherwise have in a legal action, including, without limitation, the right to a jury trial, the right to appeal, and full discovery rights. Judgement on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. I further agree to pay half of any costs to third parties, including arbitrator(s), in an arbitration proceeding commenced and conducted pursuant this agreement. I HAVE READ THE ABOVE ASSUMPTION OF RISK, RELEASE AND BINDING ARBITRATION AGREEMENT AND VOLUNTARILY AGREE TO SIGN THIS DOCUMENT. No oral representations, statements or inducements, apart from this written agreement have been made and the undersigned acknowledges that the terms of this agreement cannot be altered or waived by any Unterwegas California employee or agent except in writing.

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Print Name

Signature

Date