



Post Office Box 850  
 Buena Vista, Colorado 81211  
 (719) 395-2158 fax (719) 395-4033  
 reservations@noahsark.com www.noahsark.com

## 2023 BROWNS CANYON ADVENTURE PARK RESERVATION CONTRACT

**BY SUBMITTING YOUR DEPOSIT, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THIS CONTRACT, AND YOU AGREE TO ITS TERMS AND CONDITIONS.**

**Please read carefully before submitting your deposit.**

**PRINT, SIGN and RETURN TO NOAH'S ARK/ Browns Canyon Adventure Park.**

**KEEP A COPY FOR YOUR REFERENCE.**

**If you have any questions, please contact our office.**

### RESERVATION AND PRICE POLICIES

1. You must confirm your trip numbers with Noah's Ark Adventure Company, LLC. and/or Browns Canyon Adventure Park of Colorado, LLC (herein after referred to as NA/BCAP) at least seven days prior to your trip date. Failure to do so may result in the cancellation of your trip and forfeiture of your deposit.
2. The price quoted for your trip is valid based upon current trip itinerary and numbers. Your actual trip price will be affected by any change in trip numbers or itinerary from your original reservation. Your per-person price may be affected by changes in numbers as well. This includes a change in group discount tiers. Any change in your trip itinerary or numbers will void the enclosed statement and an updated one will be sent.
3. All deposits and payments due before May 1 must be paid with *check or money order*. Visa/Mastercard deposits and payments under \$1000 will be accepted after May 1 of each reservation year, but checks are preferred. Payments over \$1000 must be made by check.
4. Final payment is payable as one payment; group discounts do not apply for split payments.
5. Final payment is due seven days prior to your trip date. If payment is late, a late fee applies, and trip may be cancelled.
6. No billing is accepted. A \$100.00 fee will be added to your total trip cost if payment in full is not complete at the time of your trip.
7. All agreements must be in writing.
8. By paying any deposit money you agree to all terms, conditions, and policies of this agreement.

### GENERAL POLICIES

- Number changes.....NA/BCAP cannot guarantee that we will be able to accommodate increases in numbers over the reserved numbers listed on the reservation statement. Please call in advance to check on availability for number increases.
- Insurance .....Participants may be covered under their own personal insurance. NA/BCAP is not responsible for costs associated with any physical injuries that occur while participating in NA/BCAP activities, or on the Noah's Ark Campground. In the case of an evacuation, NA/BCAP will not be responsible for providing lodging for evacuees while the rest of the group completes the trip.
- Alcohol and Drugs .....No alcohol, marijuana or illegal drugs are allowed on any trips taken with NA/BCAP or on the Noah's Ark campground.
- Release Forms .....All participants will be required to sign a release of liability form before they will be allowed to participate in any NA/BCAP activities. If you would like further information regarding the form, please contact our office. **Photocopies will be accepted only if legible and complete. Participants under 18 must have a parent's or legal guardian's signature.**
- Inclement Weather .....It is highly unlikely that reservation will be cancelled due to weather. If NA/BCAP cancels a trip due to weather, you will be issued a rain check for the remaining amount of time, or a prorated refund if you are not able to reschedule.
- Gratuity .....Gratuity is not included in the trip price. Tipping is considered industry standard, especially in the appreciation of exceptional customer service. \$5-7.00 per guest is typical for a half-day trip; 10-20% is recommended for all-day or multi-day trips. Tips are always greatly appreciated, but never expected.

### REFUND POLICY

There will be no full or partial refunds for any reason, other than NA/BCAP cancelling due to weather, including:

1. Missing scheduled meals.
2. Missing a scheduled trip departure time. If you miss a departure time full payment for the trip will not be refunded.
3. Non-participation. Each member of your group will be charged for each activity regardless of participation.

## DEPOSIT / PAYMENT POLICY

1. For reservations made less than 7 days before a trip, full payment is due upon reserving.
2. For reservations made more than 7 days in advance, \$15 per person/per activity deposit is due at time of reservation.
3. Before May 1<sup>st</sup>, you have up to two weeks to submit your deposit by check. After May 1<sup>st</sup>, the deposit is due immediately.
4. Any final balance is due 7 days before your trip at NA/BCAP.
5. For late payments, a fee of \$25 or 5% of trip cost, whichever is greater, will apply.
6. Individual payments may not receive group discounts.

\* NA/BCAP reserves the right to cancel a trip if the deposit is not received by the appropriate due date. All deposit money paid is non-refundable.

## TRIP CANCELLATION POLICY

1. If you cancel your NA/BCAP trip up to 72 hours in advance, you will be refunded, minus a \$15.00 per person/per activity cancellation fee.
2. If you cancel your NA/BCAP trip less than 72 hours before your trip, there is no refund.
3. If you do not show up on the day of your NA/BCAP trip and do not notify us ahead of time, there will be no refund.
4. Cancellations and changes must be communicated by phone during business hours with a reservationist, not by voicemail or email.

## DECREASE IN NUMBER POLICIES

If your trip numbers decrease at any time, your group rates may be affected, and a penalty will apply:

1. \$15 per person/per activity drop penalty if you communicate number change at least 72 hours before your trip.
2. For drops less than 72 hours before your trip, there is no refund of full payment.
3. Cancellations and changes must be communicated by phone during business hours with a reservationist, not by voicemail or email.

## ADVENTURE PARK TRIP POLICIES

1. NA/BCAP will divide your group into the appropriate number of groups on each course or feature of the Adventure Park. Weight, age, ability, and other conditions determine the number of people on the Adventure Park. There is a possibility your group will be with people from other groups. NA/BCAP reserves the right to refuse service to anyone for any reason, including, but not limited to physical fitness, age, and perceived use of alcohol or drugs.
2. Participants must adhere to all rules and instructions given by the NA/BCAP guides and listed on the Browns Canyon Adventure Park website at <https://www.noahsark.com/aerial-park/park-faq.html>. This includes but is not limited to a minimum age of 7, and a weight range of 50 pounds minimum to 275 pounds maximum, and supervision requirements below:

## SUPERVISION RESTRICTIONS

Age	Supervision Restrictions
7-10	An adult (18+) must participate with children on course - max. 2 children per adult
11-14	An adult (18+) must be present at the park - max. 10 children per adult

\*Please understand that some children may require more direct supervision. Provision for appropriate supervision will be made according to available Adventure Park staff.

We reserve the right to prohibit participation based solely on our discretion. These reasons may include, but are not limited to insufficient physical ability, experience level, age or number in group. If you are pregnant, you will not be allowed to participate. Because the park is physically demanding, we recommend that anyone with underlying cardiac or joint issues consult with your health care provider prior to participation. Please contact NA/BCAP if you have any questions or concerns.

Organization Name: \_\_\_\_\_ Reservation Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_