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## 2023 FAMILY/GROUP ADVENTURE 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.**  
**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 and/or Browns Canyon Adventure Park of Colorado, LLC (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.....Noah's Ark/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 increases in numbers.
- Insurance .....Participants may be covered under their own personal insurance. Noah's Ark/BCAP is not responsible for costs associated with any physical injuries that occur while participating in Noah's Ark/BCAP activities, or on the Noah's Ark Campground. In the case of an evacuation, Noah's Ark/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 Noah's Ark/BCAP or on the Noah's Ark campground.
- Release Forms .....All participants will be required to sign a release of liability form(s) before they will be allowed to participate in any Noah's Ark/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 guardian's signature.**
- Inclement Weather .....We reserve the right to cancel any activity in the unlikely event of inclement weather. If ANY activity is cancelled due to weather, we may try to reschedule to another time or replace the activity with another activity based on availability. There is no guarantee that a weather-related cancellation will be rescheduled or replaced. There is no refund for activities that are cancelled due to inclement weather, with the exception of the Browns Canyon Adventure Park. If NA/BCAP closes the Browns Canyon Adventure Park 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.
- Gratuities.....Gratuities 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, including:

1. Missing scheduled meals and weather-related cancellations, with the exception of the Browns Canyon Adventure Park.
2. Missing a scheduled trip departure time. If you miss a departure time you will be required to make full payment for the trip.
3. Non-participation. Each member of your group will be charged for each activity regardless of participation.

## DEPOSIT/PAYMENT POLICIES

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. \$50 per person deposit applies to overnight raft trips.
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 Noah's Ark.
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.

\* Noah's Ark/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 Family/Group Adventure trip up to 72 hours in advance, you will be refunded, minus a \$15.00 per person/per activity cancellation fee. The cancellation fee is \$50 per person for overnight raft trips.
2. If your reservation includes horseback riding with one of our partner outfitters, cancellation of that service may be completely non-refundable.
3. If you cancel your Family/Group Adventure trip less than 72 hours before your trip, there is no refund.
4. If you do not show up on the day of your Family/Group Adventure trip and do not notify us ahead of time, there will be no refund.
5. Cancellations and changes must be communicated by phone during business hours with a reservationist, not by voicemail or email.

## DECREASES IN NUMBERS POLICY

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. The drop penalty is \$50 per person for overnight raft trips.
2. If your reservation includes horseback riding with one of our partner outfitters, decreasing your number of that service may be completely non-refundable.
3. For drops less than 72 hours before your trip, there is no refund of full payment.
4. Cancellations and changes must be communicated by phone during business hours with a reservationist, not by voicemail or email.

## RIVER TRIP POLICIES

1. If your trip includes rafting, Noah's Ark will divide your group into the appropriate number of rafts. Weight, age, ability, water flows and conditions determine the number of people per raft. There is a possibility your group will be in boats with people from other groups. Noah's Ark/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. Noah's Ark reserves the right to substitute alternate river sections for a more appropriate trip for your group, based on high or low water conditions.
3. The possibility of injury, wrapping, flipping, and swimming increases in paddle boats. For this reason, Noah's Ark will provide paddle boats upon request for groups meeting the following conditions pertaining to participation in paddle boats:
  - o Minimum age ranges 14-18 years old depending on water levels, previous rafting experience and section of water.
  - o Based on our discretion, previous rafting experience may be required.

We reserve the right to substitute oar for paddle boats for any reason, based solely on our discretion. These reasons may include, but are not limited to insufficient physical ability, experience level, age, number in group, or inappropriate water levels.

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

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

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