

State of the Heart Fitness
Peru and the Inca Trail, August, 2010
BOOKING TERMS AND CONDITIONS

1. Contract with State of the Heart Fitness, Inc.

The terms and conditions set forth below (the "Terms") constitute the entire understanding and agreement between State of the Heart Fitness, Inc. and the customer with respect to any and all bookings, trips or transactions made with State of the Heart Fitness, Inc.

2. Reservations

To reserve a space on any trip, each Customer must submit:

1. A completed reservation form
2. Proof of Trip Cancellation Insurance purchase
3. A deposit of \$1500 per person payable upon confirmation
4. The balance of the trip cost is due 60 days prior to departure.

3. Payments

Payment of the balance may be made by:

1. Credit Card – Visa or MasterCard
2. Check

If payment of the balance is not paid when due, State of the Heart Fitness, Inc. reserves the right to treat the reservation as canceled. No one will be allowed to depart on a trip unless all payments and necessary documents have been received by State of the Heart Fitness, Inc.

4. Single Supplement

All accommodations (hotels, boats, tents, etc...) are based on double occupancy. If you prefer single accommodations, you will be assessed the Single Supplement charge of \$250.00.

5. Travel Insurance

All customers are required by State of the Heart Fitness, Inc. to purchase Trip Insurance. We suggest that you get this from Helen Zeilberger of Protravel International, Inc. You may reach her at 310 230-7467 or helenz@protravelinc.com. State of the Heart Fitness, Inc also highly requires that the Customer is covered for personal accident, medical expenses, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, or injury occurring to the customer. The Customer agrees to obtain and verify that he/she has sufficient travel-related personal medical and trip cancellation insurance coverage for the trip. Travel Insurance is a cost effective way to protect yourself and your equipment in the event of problems due to Canceled Trips, Delays, Medical Problems, Baggage Loss or Damage. You may get information at www.travelexinsurance.com. If you purchase coverage from the website (rather than having Helen do it for you) please use the agent code 05-0428 so that she can help you if there are any problems.

I have obtained Medical and Trip Cancellation Insurance which meets State of the Heart Fitness, Inc.'s minimum requirements and will provide proof of this insurance to State of the Heart Fitness, Inc.

Signature of traveler _____

Date _____

6. Cancellation by Customer

If you must cancel, all reservation deposits are nonrefundable. Cancellations must be in writing. No partial refunds will be given for unused hotel rooms, meals, sightseeing trips or trekking arrangements for any reason

whatsoever. The Trip Cost is quoted as a package and credits are not given for services not used.

7. Cancellation by State of the Heart Fitness, Inc.

State of the Heart Fitness, Inc. reserves the right to cancel any trip due to insufficient sign-up (not meeting the 6 person minimum, in addition to State of the Heart Fitness, Inc. staff), which makes the trip economically unfeasible to operate. If this happens, a full refund of the trip cost is given. However, State of the Heart Fitness, Inc. is not responsible for additional expenses incurred by travelers preparing for the trip (i.e., non-refundable "Advance Purchase" air tickets, equipment, medical expenses, etc.). You will be advised as soon as the 6 person minimum is met.

8. Prices, Surcharges and Validity

As we publish our prices in advance, State of the Heart Fitness, Inc. may occasionally be faced with significant cost increases due to factors over which we have no control. Consequently, we reserve the right to charge the Customer a surcharge (or price decreases) due to unfavorable exchange rates, increases in transport costs, taxes, or if government action should require us to do so. Surcharges will be calculated according to the full extra cost, compared to the original costs and exchange rates.

9. Airlines

State of the Heart Fitness, Inc. is not responsible for any acts or failures to act of any airlines. State of the Heart Fitness, Inc. is not able to guarantee the type of aircraft to be used by any airline. In addition, State of the Heart Fitness, Inc. is not responsible for losses due to cancelled flights, or changed flight itineraries or seat assignment. The responsibility of the airlines is limited to the carriage of passengers and baggage in accordance with the airline's terms and conditions of service.

10. Delays

Any costs, whether direct or incidental, incurred by the Customer as the result of delays caused by bad weather, trail conditions, river levels, road conditions, transportation delays, sickness, government intervention or other contingencies which are beyond the control of State of the Heart Fitness, Inc. will not be reimbursed.

11. Changes made by State of the Heart Fitness, Inc.

Reasonable changes in the itinerary may be made where deemed advisable by State of the Heart Fitness, Inc. for the comfort and well-being of the Customers because of unforeseen circumstances or because of circumstances beyond the control of State of the Heart Fitness, Inc. If any such change is made the Customer will be told of the change as soon as is reasonably possible. Cancellations by the Customer made as a result of any such change shall be subject to the provisions of Paragraph 5, above.

12. Authority on Tour

The Customer must at all times comply with the laws, customs, foreign exchange and drug regulations of the countries visited. At all times the decision of State of the Heart Fitness, Inc. tour leader or representative is final on all matters that may threaten the safety, or interfere with the well being of the group or individual Customers. Should the Customer fail to comply with this section, or should the Customer interfere with the well being of the group or individual Customers, State of the Heart Fitness, Inc. tour leader or representative may order the Customer to leave the tour without recourse to any refund.

13. Medical Fitness and Health

It is vital that Customers with medical problems make them known to us at the time of registration. The trip leader has the right to disqualify any one at any time during the trip if the trip leader believes that the Customer's continued participation will jeopardize the health or well being of the Customer involved or the group. Refunds are not given under such circumstances. In the event a Customer is injured or becomes ill, State of the Heart Fitness, Inc. will attempt to secure the best possible medical attention available. However, State of the Heart Fitness, Inc. assumes no liability for or regarding the provision of medical care or its cost.

14. Baggage

State of the Heart Fitness, Inc. assumes no liability for loss or damage to baggage.

15. Travel Documents

The Customer must obtain and have possession of a valid passport (PASSPORT MUST BE VALID AT LEAST 185 DAYS FROM DEPARTURE DATE), all visas, permits and certificates, and vaccination certificates required for the entire tour. The Customer accepts responsibility for obtaining these documents and any other necessary documents. Information or advice given by State of the Heart Fitness, Inc. on visas, vaccinations, climate, clothing, baggage, special equipment, etc., is given in good faith but without responsibility on the part of State of the Heart Fitness, Inc. and the Customer expressly waives any claim that State of the Heart Fitness, Inc. is liable for damages arising from such information or advice.

16. ASSUMPTION OF RISK

State of the Heart Fitness, Inc. does not own or operate any entity that provides goods or services for your trip including, without limitation, hotels or other lodging facilities, airlines, vessels, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions, or food service or entertainment providers. State of the Heart Fitness, Inc. gives notice that it acts independently of, and is not responsible for, the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and assumes no responsibility for expense, injury, loss or damage to person or property resulting from: acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government and national park restriction changes, regulations discrepancies or changes in transit or hotel services over which it has no control, dangers incident to animals or vegetation of any sort or any event or effect that cannot be reasonably controlled, dangers incident to recreational activities such as canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of State of the Heart Fitness, Inc. In addition, the customer releases State of the Heart Fitness, Inc. from State of the Heart Fitness, Inc.'s own negligence, if any, and assumes all risk thereof.

The Customer is voluntarily participating on the trip with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers which the Customer accepts, including, but not limited to: the forces of nature; civil unrest; terrorism; the condition of roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which the Customer is not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of State of the Heart Fitness, Inc. or those entities with whom State of the Heart Fitness, Inc. contracts to provide services to the Customer. The Customer acknowledges that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement and are a reason for the Customer's voluntary participation.

Please proceed to next page.

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

I, _____, the Customer, acknowledge that I have voluntarily applied to participate on the trip designated on this application and that I have read the description of the trip as it appears in the trip itinerary. I am voluntarily participating in this trip with knowledge of the hazards involved.

Signature of Traveler _____

Date _____

I HEREBY AGREE TO THE ABOVE AND TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

Signature of Traveler _____

Date _____

17. Knowing and Voluntary Execution

I have carefully read and fully understand the contents and legal ramifications of the Terms. I am aware that this is a release of liability and a contract between me and State of the Heart Fitness, Inc. The following signature certifies that the Customer has read the above terms and conditions and accepts and understands that they form part of this contract.

Executed this day of _____, 20____

Signature of Applicant _____

