

# OMEGA LAND SAILING LLC

## TERMS AND CONDITIONS

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**By my having booked and paid for a trip, either in full or a deposit, I hereby declare that have read, understood, and agreed to all conditions and responsibilities as written in the Terms of this document and in its entirety - on behalf of myself AND all persons who join me in participating on a trip, and that I have supplied a complete and accurate list of names (first and last) to Omega Land Sailing LLC in advance of my trip.**

### **About Us: The Omega Land Sailing Program**

The official online sources of information for the land sailing program are OmegaLandSailing.com, GoLandSailing.com and LandSailingTours.com - the content is the same for all three (3) domains. Any other domain, web site or print ad / story / article / last year's brochure / catalog or online page / post / snippet / electronic mail or file attachment from other sources or individuals is not to be referenced as current, valid, complete or accurate. Companies such as Groupon, ZOZI, and other travel sales aggregators often display and falsely promote "deals" many years after a promotion expired, and over which we have no control.

### **About Your Land Sailing Experience**

Land sailing takes place in rural environments and sometimes in very remote regions. The experience is dependent upon conducive weather and wind conditions that may change quickly, and over which we have no control. Therefore, we cannot guarantee that it will take place exactly as described. If during a trip we are unable to provide you with a "complete" or "full" land sailing experience due to inclement weather, a medical emergency, or any other circumstance beyond our control, no refund of money paid will be made, however, you will receive a non-expiring credit towards a future make-up trip.

### **About You**

The land sailing program is restricted to persons age 12 and up. Previous sailing experience is NOT required. However, for the safety of yourself and others, your guide may - for any reason - refuse your participation in the program. **We reserve the right to cancel or abort a trip for any reason.** If your participation was refused, we shall refund any money you paid to us but shall not be otherwise liable. If

we cancel your trip prior to scheduled departure, we will refund all monies received from you but shall not be otherwise liable.

### **Safety First**

To participate - or continue to participate - in the land sailing program, you must follow instructions from your guide. You must be appropriately dressed: long pants, no tank tops, closed toe shoes, sunglasses, and a jacket (late autumn through early spring). You are reminded that the weather conditions can change rapidly, with little or no warning. It is very important that you are adequately dressed for the worst possible conditions. Before you start land sailing you must perform a safety check to ensure that all equipment used by you is in good condition and working order. You must confirm to your guide that you have checked your equipment properly and that it is in good condition. Your guide will also review the safety check with you prior to being permitted to begin land sailing.

As with any sports equipment or accessory it may not fit you perfectly at first. Your guide will assist you with adjustments as needed for safety and comfort. During your land sailing activity, you will be accompanied by your guide. In addition, there will be a manager in constant communication with the guide, who will assist for any safety or emergency reasons. For your safety and of the other participants in the land sailing activity, there will be a maximum number of 10 participants land sailing at the same time. We reserve the right for reasons of safety to restrict the number of people participating in the land sailing activity at any one time. Please note that land sailing gear cannot be shared.

In the interests of your safety and comfort, and that of the other participants, it is very important that you listen to, understand, and comply with all instructions given. **Intoxication, horseplay or attempting stunts with the equipment is strictly forbidden.**

Instructions will be given in English. It is your responsibility to ensure that you have knowledge of the English language, so that you are fully able to understand instructions given in English. If you do not understand any of the instructions, we reserve the right to refuse participation based on safety concerns communicating during an emergency. **Groups of non-English speaking participants must have at least one (1) translator available for every (5) participants.**

## Your Health

You must declare: (1) when you book this land sailing program and (2) immediately prior to starting your land sailing activity, any pre-existing medical condition or illness, or poor state of health. If you are unsure, and before starting the activity, please visit a doctor for a personal medical examination to ensure that you are fully able to participate in the land sailing program, and we shall assume that you have done so. If you are recovering from any breathing illness or the effects of alcohol or drug consumption or have recently had any major illness or surgery, then by participating in the land sailing program, you may be placing yourself and others at risk. If so, we would strongly advise you to not book or participate. Please bring an adequate supply of medicines to manage any conditions, especially for allergies, coughing or sneezing.

## Cancellation and Refund Policy

**All requests to cancel must be logged via telephone +1 800-377-9774. Email or SMS messages are not methods for requests to cancel. You are strongly encouraged to obtain travel insurance soon after booking your land sailing trip with us, and we will assume you to have read, understood and agreed to the refund policy shown below for your trip type.**

- Single / Half Day Trips
  - One hundred percent (100%) refund if we cancel your trip or your request to cancel is submitted three (3) or more days prior to trip start date
  - Fifty percent (50%) refund if your request to cancel is submitted one (1) to two (2) days prior to trip start date
  - No refund - zero percent (0%) - if your request to cancel is submitted less than 24 hours prior to trip start time OR you did not show up on time for pick-up
  
- Multi-Day Trips
  - One hundred percent (100%) refund if we cancel your trip or your request to cancel is submitted thirty (30) or more days prior to trip start date
  - Fifty percent (50%) refund if your request to cancel is submitted fifteen (15) to twenty-nine (29) days prior to trip start date
  - No refund - zero percent (0%) - if your request to cancel is submitted less than fifteen (15) days prior to trip start date OR you did not show up on time for pick-up

**Release of Liability, Assumption of All Risks, and Arbitration Agreement**

I recognize and understand that the activity of land sailing (a.k.a. "wind powered go-karting") can be considered a hazardous activity that may result in injury or death. I therefore accept full responsibility for all risks inherent in my participation in the activity and its environment. Minors are automatically considered the responsibility of their adult parent or guardian and, I recognize that I may not release any claims the minor may have.

I accept full responsibility for all medical expenses and claims incurred as a result of my participation, including travel to and from any location. I also agree to release, hold harmless, and fully indemnify Omega Land Sailing LLC, the United States Government - Department of the Interior / Bureau of Land Management, their advisory councils, officers, members, agents, planners, guides, and managers, including contractors, subcontractors, and employees of and including insurers, for any claims brought by myself or the minor for any injury or damages resulting from any cause, including negligence, which arise out of my and my party's participation in the activity.

I understand this release is binding as to any other persons, including family members, heirs, and executors. This release does not apply to gross negligence or intentional acts. I also authorize Omega Land Sailing LLC or its employees to sanction emergency treatment if none of the aforementioned named contacts can be reached at the time of an emergency. I also permit Omega Land Sailing LLC to capture and distribute photos, videos, and quotes of my participation in their printed or electronic publications and social media channels.

I understand that I am being provided specialized land sailing equipment for my use, and I agree to release, indemnify and hold harmless Omega Land Sailing LLC, the Bureau of Land Management, their advisory council, officers, members, agents, employees and insurers in the event of any accident, damage or injury resulting from my use of the equipment. I further agree that **I am solely responsible for any expenses incurred due to damage, loss of property or personal injury suffered by Omega Land Sailing LLC and its members, and of my party or other parties, resulting from my use of the equipment.** I agree to its proper use and operation and watch where I am going to avoid others or objects on or near the land sailing area. I agree to take heed of the weather conditions, return when conditions become inclement, and I guarantee my ability to follow my guide's instructions. I will co-inspect the equipment before use, and will not use it unless I am certain of its soundness and safe working condition. If there is a maintenance issue, I will report it immediately. I have read and understand the rules and regulations for its use and agree to abide by all of terms.

**Again, by my having booked and paid for a trip, either in full or a deposit, I hereby declare that have read, understood, and agreed to all conditions and responsibilities as written in the Terms of this**

document, this Release section, and in its entirety - on behalf of myself and all persons who join me in participating on a trip, and that I have supplied a complete and accurate list of names (first and last) to Omega Land Sailing LLC in advance of my trip.

**Contact Us**

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