



## **Terms and Conditions**

### **Included in Trip Cost**

The trip costs include accommodations, excursions, entrance fees, leadership, crew, all meals; local guides, and permits, unless otherwise indicated in the itinerary. We reserve the right to make any changes in the itinerary or to substitute modes of transport or guides, from those mentioned in the literature. All aforementioned inclusions are for the duration of each specific trip, as listed on the booking receipt.

### **Not Included in Trip Cost**

The cost of air flights, unless otherwise indicated in the itinerary, airport taxes, passports, visas, immunizations, insurance of any kind, laundry, excess baggage, items of a personal nature, medical costs, costs of hospitalization, additional expenses arising from the delay or extension of a trip due to force majeure: including, without limitation, pandemic, act of God, governmental regulation or order, weather, political disputes, illness, failure of transportation, or other causes beyond our control.

### **Reservations**

Reservations are limited and on a first-come basis. To reserve space on any trip, please contact Pacific Catalyst for trip availability at 360.378.7123 or check online. A deposit of \$1,000 per person is required to guarantee your reservation.

### **Children**

Pacific Catalyst II, Inc. trips are adult oriented; however, children 12 and older are welcome to participate along with their parents, grandparents or legal guardian. Children under 12 years of age are always welcome on whole boat charters, and are conditionally welcomed on cabin-by-cabin charters. Please check with us before sending a deposit for anyone under 12 years of age.

### **Pets and Service Animals**

Due to the size of our boats and the nature of our trips, we are unable to accommodate pets or service animals of any kind.

### **Physical Ability**

All guests must be able to climb up and down short ladders unassisted. Our trips are Level 1+ and 2, easy to moderate with hikes of two to three hours with little elevation gain. Other physical activities include sea kayaking and snorkeling. All activities are optional. We can accommodate some special needs, please contact our office for further information.

### **Payment Schedule**

- *At time of reservation:* Initial Deposit of 20% of booking total
- *90 days prior to departure:* Balance Due

## **Cancellations**

If you find it necessary to cancel your trip, please notify us as soon as possible in writing. The cancellation fee after you've made your deposit can range up to the entire trip cost, based on the number of days prior to your trip that we receive your cancellation notice. We regret we cannot make exceptions for personal emergencies. For this reason, we strongly urge our participants to purchase trip insurance. One resource for obtaining travel insurance can be found here: <https://www.travelexinsurance.com/quote/?nc=1>. This reference does not constitute an endorsement of this vendor.

## **Cancellation Terms**

- *More than 150 days prior to departure:* 50% refund of deposit
- *150 to 91 days prior to departure:* Forfeiture of total deposit
- *90 to zero days prior to departure:* Forfeiture of trip cost

## **Transfer**

With 90 days advance notice, there is no charge for transferring from one trip to another, subject to availability.

## **Cancelled Trips**

### Undersubscription

We reserve the right to cancel any trip prior to the scheduled departure due to undersubscription at a minimum of 21 days prior to departure. You may transfer to another trip or we will refund all payments made to Pacific Catalyst II, Inc. in full. In no event, however, shall our liability exceed the obligation to refund the amount you paid to us.

### Ending Early

In the event that circumstances require a trip to be ended early, Pacific Catalyst II, Inc. will arrange and pay the costs related to transporting guests to the planned port of arrival. The mode of transportation will be made at our discretion. Pacific Catalyst II, Inc. will refund the pro-rated cost for the unfinished portion of the voyage, less costs for shore-side food and lodging, if said costs are borne by Pacific Catalyst II, Inc.

Pacific Catalyst II, Inc. bears no liability, should guests decide to end the trip early due to any circumstance.

### Force Majeure

In the event that a trip must be delayed, extended or ended early by Pacific Catalyst II, Inc. due to force majeure: including, without limitation, pandemic, act of God, governmental regulation or order, weather, political disputes, illness, injury, strikes, logistics, failure of transportation, or other causes beyond our control, Pacific Catalyst II, Inc. shall bear no liability.

In the event that a trip must be cancelled by Pacific Catalyst II, Inc. due to force majeure: including, without limitation, pandemic, act of God, governmental regulation or order, weather, political disputes, strikes, logistics, failure of transportation, or other causes beyond our control, guests may transfer their paid balances to a future trip for up to 24 months after the cancellation. Rate changes may apply. The rebooked trip may not be cancelled under the Pacific Catalyst II, Inc. cancellation policy. In no event shall these terms apply, should a guest decide to cancel for any reason.

## **Accommodations**

Vessel accommodations on MV *Catalyst* are private, except for cabins 4 and 5, which are semi-private, and private on MV *Westward*. Choice of cabins is on a first-come, first-served basis. Pricing is based on double occupancy. There is a 50% supplement for single occupancy, with the exception of cabin #4 aboard *Catalyst*. The single occupancy supplement is refunded if two single people of the same gender agree to share a cabin.

**Withdrawal**

Pacific Catalyst II, Inc. reserves the right to require any participant to withdraw from a trip at any time, if the captain deems his or her acts or conduct to be reckless or negligent, such as interfering with the safe operation of the boat, breaking state and federal laws, refusal to follow crew instructions, refusal to adhere to these Terms & Conditions, or if participants conduct is otherwise detrimental or incompatible with the interest, harmony, comfort, or welfare of the trip. In such cases, no refund will be given.

**Medical**

Although Pacific Catalyst II, Inc. trips are not physically demanding, you should be in general good health to participate. It is each passenger's responsibility to judge the appropriateness of their physical capabilities to these travel activities. Anyone with medical problems or restrictions must make them known to Pacific Catalyst II, Inc. well in advance of the trip and should bring an adequate supply of any special medications. The captain has the right to ask any member of the group not to participate in an activity if he/she considers it medically necessary; no refund will be made under such circumstances. Pacific Catalyst II, Inc. and its affiliates take no responsibility for special arrangements required by passengers physically unable to complete a trip and assume no liability regarding provision of medical care. Passengers must comply with all medical requirements established by the Governments of the United States of America and the States of Alaska and Washington; and by the Governments of Mexico and Baja California Sur.

**Prohibited Items**

Weapons, illegal drugs and other items that could interfere with the safe operation of the ship or the safe and secure environment of our guests and crew are prohibited. **Note:** Marijuana is illegal under US Federal law and in Mexico and therefore is prohibited on our vessels.

**Drones**

Drones may be used on our Photo Tours only, and at the leader's discretion. Drones may only be deployed in areas where their usage is permitted, in accordance with Federal law and at the discretion of the ship's crew. Drones may not interfere with the safe operation of the ship or any of the activities. (Drone use is prohibited in all US and Mexican National Parks, as well as areas designated as Wilderness and managed by the US Forest Service)

**Smoking**

Participants may not smoke below decks or within any enclosed area of the vessel. Smoking is allowed on the leeward rail only and must not impact other guests or crew.