TERMS OF SERVICE

Gear Up Adventures Inc.

Effective Date: September 30, 2026 | Jurisdiction: British Columbia, Canada

ADVENTURE TRAVEL, LIABILITY, AND SUPPLIER DISCLAIMER

Gear Up Adventures Inc. acts strictly as a booking agent and travel concierge. All travel itineraries, activities, and logistics curated for Canada, Chile, and Argentina are subject to change based on weather, safety, and local conditions. Adventure travel involves inherent physical risks. By booking with us, clients acknowledge that Gear Up Adventures Inc. does not own or operate the third-party transportation, lodging, or guiding services utilized on our tours, and cannot be held liable for any injury, loss, damage, delay, or negligence caused by these independent suppliers or regional conditions.

1. Contractual Scope and Overview

These Terms of Service govern the relationship between Gear Up Adventures Inc. ('we', 'us', or 'our') and the client executing a booking order ('you', 'your', or 'the client'). By engaging our itinerary curation, booking coordination, or premium accompanying concierge frameworks, you formally agree to be bound by these terms in their entirety.

2. Role as Booking Agent and Concierge Coordinator

Gear Up Adventures Inc. facilitates, designs, and organizes custom itineraries for global travel. Our involvement is bounded to matching clients with vendors, managing reservations, and delivering premium on-the-ground concierge support. We establish contractual access to regional operators across Canada, Chile, and Argentina but do not retain direct equity ownership or direct supervisory control over their personnel or infrastructure.

3. Itinerary Flexibility and Force Majeure

All custom itineraries are designated as flexible frameworks rather than structural guarantees. Logistics in remote wilderness areas, maritime corridors, and high-altitude Andean environments are inherently fluid. We reserve the unilateral statutory right to execute equivalent alterations to transport pathways, guiding personnel, or accommodations without financial liability if weather fluctuations, border mandates, safety hazards, political civil unrest, or other force majeure conditions emerge.

4. Inherent Physical Risks and Health Warranties

Physical expeditions, backcountry treks, and high-altitude logistics involve explicit, undeniable physical risk to participants. By initiating a booking contract, you formally acknowledge these inherent dangers. The client represents and warrants that they, alongside all named travel companions, are in excellent cardiovascular health, possess the necessary physical conditioning to satisfy the itinerary criteria, and have sought official clear medical validation from certified healthcare professionals prior to arrival.

5. Multi-Guest and Group Booking Proxies

When a primary client coordinates or registers an itinerary on behalf of a group, family, or travel companions, we collect personal information for all named participants. The primary client submitting this data warrants and represents that they have obtained explicit, lawful consent from each individual guest (or their legal guardian) to share their personal information, passport data, and sensitive medical/dietary metrics with Gear Up Adventures Inc. for booking and concierge logistics, and possesses the legal proxy authority to bind all party members to these Terms of Service.

6. Payment Milestones and Final Balance Deadlines

To secure remote lodge capacity, charter aircraft corridors, and elite South American guide blocks, strict fiscal milestones must be maintained. Deposits processed at itinerary onboarding are explicitly non-refundable. Outstanding trip balances must be paid in full no later than ninety (90) days prior to the marked departure date. Failure to settle outstanding balance sheets within this structural parameter automatically triggers final itinerary cancellation and complete forfeiture of all previously processed financial assets.

7. Mandatory Comprehensive International Insurance

Every individual participant traveling internationally via our curated itineraries is strictly required to hold a comprehensive international travel insurance policy. This protection platform must explicitly clear and underwrite emergency medical evacuation overheads, high-altitude treatment limits, trip cancellation contingencies, and personal asset losses across all targeted sovereign borders (including Chile and Argentina). Proof of active insurance coverage must be supplied to our administrative team prior to expedition departures.

8. Governing Law and British Columbia Jurisdiction

These Terms of Service, the underlying reservation agreements, and all auxiliary concierge interactions shall be governed strictly by, construed, and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any legal action, litigation, or judicial dispute arising from our commercial relationship must be filed and settled exclusively within the Courts of British Columbia, Canada.