

# Booking Terms and Conditions

## Key points:

The payment of your initial deposit and the acceptance of your payment and signature to these Terms and Conditions (this "Agreement" or these "**Terms and Conditions**") by us by our issuance of your booking confirmation (the "**Booking Confirmation**") creates a contractual relationship between Zegrahm Expeditions, Inc doing business as "Exodus Travels" you (individually and for and on behalf of the other individuals in your booking party and hereinafter collectively referred to as "you" or the "Participant").

You can make changes to your booking in certain circumstances, subject to administration and/or cancellation charge, unless otherwise set forth in these Booking Terms and Conditions. We reserve the right to change and cancel your booking at any time.

Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

If you have booked a cruise you may be asked to accept a separate Contract of Carriage with the vessel owner/carrier (collectively, the "**Carrier**") of your cruise which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Carrier of your cruise. By agreeing to the Contract of Carriage and accepting the conditions therein, you agree that any dispute that you raise directly with the Carrier will be governed by and subject to the terms and conditions of the Contract of Carriage. For the avoidance of doubt, this Agreement governs the relationship between you and Exodus, and any dispute or claim that you raise with Exodus will be subject to this Agreement and not the Contract of Carriage and to the extent there is a conflict between this Agreement and the provisions of the Contract of Carriage as they relate to you and Exodus, this Agreement shall prevail and supersede the provisions of the Contract of Carriage.

Please read the full terms below for more information and for other important rights and obligations. **Your signature, and that of each fellow passenger aged 18 or over, is required to confirm the conditions of your travel package and must be inserted on page 15 of this document.**

We reserve the right to update or amend these Terms and Conditions at any time prior to you completing your booking. An up-to-date copy of these Terms and Conditions is accessible on our website at [www.exodustravels.com](http://www.exodustravels.com). The Terms and Conditions as listed online when completing your booking are those that control.

## 1. Our details

Your booking is with Zegrahm Expeditions, Inc d.b.a "Exodus Travels" a Delaware corporation with its address at 3131 Elliott Avenue, Ste. 300, Seattle, WA, United States of America, 98121 ("we", "us", "Exodus" or "our"). Exodus\ In order for your booking to be completed, you must indicate your acceptance of this Agreement by signing and returning these Terms and Conditions. Each member of your Booking must sign and return a copy of these Terms and Conditions.

## **2. Your holiday booking**

A booking will exist as soon as we issue the Booking Confirmation. The person making the booking (the “lead name”) must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Terms and Conditions.

Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

When you receive the Booking Confirmation and your travel documents, please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. We will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it but will do this within 7 days of issuing the Booking Confirmation or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent to the email address given to us by the lead name at the time of booking approximately 2-3 weeks before your departure, and will not be issued unless payment of the due balance has been received

We may not be able to confirm some of our ground arrangements immediately (e.g. bespoke accommodation, tours etc.). In these instances, we may issue a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.

For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in the trip notes applicable to your relevant tour (the “**Trip Notes**”). By booking an Exodus tour you acknowledge that this is an active holiday which may test your physical ability and may consist of strenuous and demanding activities. You are therefore responsible for ensuring you are aware of the nature of the associated activities and physical requirements before you book.

Participation in an Exodus program requires that you be in generally good health. The tour leader has the right to disqualify you at any time during the tour if he or she feels you are physically incapable and/or if your continued participation will jeopardize other participants in the tour. Please refer to paragraph 10

below for more information. Please contact us by email at [customerservices@exodus.co.uk](mailto:customerservices@exodus.co.uk) to discuss any such requirements.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking, we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recalculated based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 3 -17 years may accompany their parents on tours designated as family adventures and (b) older teenagers may be allowed to join group tours provided they are accompanied by a parent or guardian who accepts full responsibility for them. (c) minors aged between 10 and 17 may accompany their parents on certain tours designated as Polar holidays.

Accommodations on all Exodus programs are based on double occupancy. If you are traveling alone and wish to share accommodations, a roommate will be assigned to you whenever possible. When pairing roommates, we will always pair participants of the same gender. If it is not possible to pair you with a roommate, you may be asked to pay a single supplement for the land portion of the program. If this applies, you will be advised of this during the booking process.

Exodus reserves the right to decline to accept any individual as a trip member for any reason whatsoever.

### **Scheduled Flying**

Any international airfares are not included as a part of your package. Exodus can arrange international airfares but at all times does so as agent for the relevant airline/carrier and accepts no responsibility, liability or otherwise with regards such carriage. At all times such bookings are made subject to the relevant carrier's Conditions of Carriage which can be made available on request. In making any scheduled flight booking please note the following:

- Quotes: All quotes are in US dollars; Exodus cannot quote or book flights in any other currency.
- Price changes: Until the tickets are issued, Exodus reserves the right to change prices for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.
- Full payment: Full payment must be received by Exodus before the option period (as communicated) expires to guarantee the flight reservation at quoted price.
- Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at Exodus's discretion and will be subject to administrative fees.
- Flight reconfirmation: Exodus strongly recommends flight times and numbers to be verified or reconfirmed at least 72 hours prior to departure. Exodus is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

- Airline tickets: Once issued, all airline tickets are non-transferable and are valid only for the dates and routings shown. A no-show to a flight results in a forfeit of the ticket and the client is responsible for the full costs of a new ticket and changes that may occur in replacement.
- Baggage: All airline tickets come with baggage restrictions or no free baggage allowance. Please check directly with your airline for up-to-date baggage rules as additional fees may apply and are the responsibility of the passenger.
- It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date. You must provide this information to the airline between 6 months and 24 hours before departure.
- Airline, airport or weather delays: Exodus will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. Exodus will not reimburse you for any additional expenses incurred by the passenger as a result. Exodus will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

### **3. Paying for Your Holiday and Insurance**

When you make your booking, you must pay a deposit of at least 25% per person of your selected travel arrangements (minimum US \$500 per person or equivalent). For Polar holidays the required deposit is 25% per person of your selected travel arrangements (minimum US \$2000 per person or equivalent). For Private Groups the deposit amount will be confirmed on the initial quotation document sent prior to booking. The balance of the price of your travel arrangements must be paid at least 90 days (150 days for Polar holidays) before your departure date. In certain cases, we may request full payment more than 90 days before departure where, for example, airlines require full payment on booking. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

You may be required to pay for any non-transferable and non-refundable items such as National Park entrance fees and Permits, and in some cases for accommodation and services at peak times of travel or where accommodation and spaces are limited. You will be advised of all such charges due at the time of booking and before your booking is confirmed. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.

To cover the cost of processing a credit or charge card transaction, and pursuant to applicable state regulations (including, with respect to Colorado, section 5-2-212, Colorado Revised Statutes), we charge a surcharge of 3% (US) and 2.5% (Colorado) for credit card payments. Where a credit card is used for payment, a surcharge will be levied to cover the cost of the booking service provided. This fee does not constitute part of the price of the trip. This surcharge is not greater than our acceptance costs for credit card transactions and does not apply to payment via debit card, ACH or cheque or redemption of a gift card, or to credit card payments with a billing address in Connecticut, Massachusetts, or Puerto Rico.

Please note that we do not accept payment by Amex.

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to

carry proof of insurance with you.

Exodus can recommend a travel insurance provider; however, you are responsible for ensuring that you are in possession of travel insurance for the entire duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with sufficient cover/benefits and you are responsible for ensuring any policy is sufficient for you, your needs and your specific trip. When you make your insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour. Exodus will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary, we shall not be liable to you for the cost of those arrangements.

#### **4. If You Cancel Your Holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exceptions below):

| <b>Period before departure in which you notify us</b>  | <b>Cancellation charge</b>   |
|--|--|
| From the date your Booking Confirmation is issued up to, and including, 75 days prior to the departure date specified on the Booking Confirmation. | Deposit can be transferred to a new booking which must be made within 12 months of the date the original booking was cancelled. If a new booking is not made within this period then the deposit will be forfeited. Any remaining balance will be refunded excluding any non-refundable costs. |
| 74 to 52 days (inclusive) prior to the departure date specified on the Booking Confirmation.   | 50% of the total holiday cost. Any remaining balance will be refunded excluding any non-refundable costs.  |
| 51 to 31 days (inclusive) prior to the departure date specified on the Booking Confirmation.   | 75% of the total holiday cost. Any remaining balance will be refunded excluding any non-refundable costs.  |
| 30 days or less prior to the departure date specified on the Booking Confirmation, or after the booking has started                                | 100% of the total holiday cost.  |

Certain trips may involve different cancellation charges; you will be advised if this is applicable to your holiday during the booking process.

For Polar holidays, the following cancellation charges will be made:

| Cancellation period (before departure) | Cancellation Fee (per person)  |
|--|--|
| Outside of 180 days                    | No fee if cancelled within 15 days of booking date.<br>US \$1,250 cancellation fee if cancelled 16 days or more of booking date. |
| 179 to 120 days                        | Loss of deposit.   |
| 119 to 90 days prior to departure      | 50% of the holiday cost.   |
| 89 to 60 days prior to departure       | 75% of the holiday cost.   |
| 59 to 0 days prior to departure        | 100% of the holiday cost.  |

Notes (i) Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid; (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) certain travel arrangements may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

#### **5. If You Change Your Booking**

If, after our Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. You will be asked to pay an administration charge of \$60, and any further cost we incur in making this alteration (including those charged by third party suppliers who provide the component parts of your booking). You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these Terms and Conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

#### **6. If We Cancel Your Booking**

Exodus reserves the right to cancel an itinerary before departure for any reason whatsoever, including too few participants, logistical problems a Force Majeure Event (as defined in Section 8), or any other circumstances that may make operation of the trip inadvisable. All trip payments received will be promptly refunded, and this refund will be the limit of Exodus's liability without any further obligation on Exodus's

part. Exodus is not responsible for any expenses incurred by trip members in preparing for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other trip-related expenses.

## **7. If We Change Your Booking**

### (a) Changes to the price

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your travel arrangements may change after you have booked.

### (b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your accommodation to another of the same or higher standard.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

II. If you choose to accept a refund then that is the only liability we have and we will not be liable for any further sums, compensation or otherwise and you are advised to adequately insure yourselves against cancellation for any reason

## **8. Limitation of Liability; Force Majeure.**

Exodus purchases transportation, hotel accommodations, restaurant services and other services from various independent suppliers that are not subject to its control. Neither Exodus, its affiliates, owners, officers, agents, employees and contractors, nor any associate organization shall be held liable for any act, default, injury (including personal injury, emotional injury, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of Exodus, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, Exodus cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of Exodus. In no event will Exodus be responsible for incidental, consequential or special damage or loss suffered by any person. Exodus's



maximum liability, for any reason whatsoever, will be limited to the amount paid to Exodus for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, Exodus is not acting as principal but only as agent for the companies, corporations or persons providing or offering the means of transportation and accommodation. To the extent Exodus shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation. You further understand that Exodus neither owns nor operates such third-party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold Exodus responsible for their acts or omissions.

Force Majeure: Without limitation, Exodus is not responsible for, and no refunds will be given for, delays or cancellation of all or part of your trip due to causes or circumstances beyond Exodus's responsibility or control, including but not limited to act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond Exodus's responsibility or control (a "**Force Majeure Event**"). For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon Exodus to operate the trip or otherwise fulfill its obligations under this Agreement.

Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

**Adventure Travel Warning:** We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realize the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilized wherever possible. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

Our responsibility does not commence until the commencement of the first service stated in your Booking Confirmation and we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point, we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours, we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group. If you are travelling on a Land Only basis or on a Self-Guided holiday, Exodus' responsibility commences with the start of the first service listed on your Confirmation Invoice.

On certain tours on which our local service providers will on day 1 of the tour ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on the tour. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the US. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

#### **9. Acknowledgment of Risk**

You understand and acknowledge that your travel in connection with and participation in your trip may involve risk and potential exposure to injury, including emotional injury, injury to person or property and death. You also realize and acknowledge that risk and dangers may be caused by the negligence, fault or wrongdoing of the owners, directors, employees, contractors, subcontractors, officers or agents of Exodus or of other trip participants, contractors and/or subcontractors to Exodus. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with your travel and recreational activities which may take place during your trip.

#### **10. Express Assumption of Risk and Responsibility/Participation**

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence, fault or wrongdoing, whether expected or not, of the owners, directors, agents, officers, employees, contractors, or subcontractors of Exodus or of other participants. You understand and acknowledge that due to the remoteness of where we travel, emergency evacuation and/or search and rescue may be delayed or unavailable and that medical facilities and supplies may be limited, and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s). You understand and acknowledge that Exodus reserves the right to accept or reject any participant for any reason, and Exodus or its guide has the right to disqualify you from any trip activity, if in Exodus's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform Exodus, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your

own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to Exodus.

#### **11. Release**

In consideration of the services and arrangements provided by Exodus, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Exodus, and its owners, officers, directors, agents, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS, OMISSIONS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR AFFILIATES OF Exodus.

#### **12. Express Waiver of Consequential, Punitive or Exemplary Damages**

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against Exodus its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

#### **13. Medical Care**

In the event medical care becomes necessary on your trip, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your location, and that the medical facilities and attention available abroad may be limited. Decisions are made by our staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

#### **14. Complaints and Assistance**

If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform our local office or your Tour Leader and email our Customer Services team using [customerservices@exodus.co.uk](mailto:customerservices@exodus.co.uk) without undue delay who will endeavor to put things right. You can also contact us at 1 844 227 9087.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at [customerservices@exodus.co.uk](mailto:customerservices@exodus.co.uk), giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in country, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

#### **15. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and

helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

#### **16. Passport, Visa, Health, Travel and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations such as to the countries to which you will be traveling may involve greater risk than others. We urge that you review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to participating in your trip. Information on conditions in the to the countries to which you will be traveling, and the level of risk associated with travel to those countries can be found at the "Country Specific Information," "Travel Warnings," "Travel Alerts," and "Background Note" pages on the United States Department of State's website located at <https://travel.state.gov/content/travel.html> WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY COUNTRY IS ADVISABLE OR WITHOUT RISK AND WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO THE COUNTRIES WHICH ARE PART OF YOUR TRIP

#### **17. Conduct**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behavior is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, discriminate against or put any other traveler or our staff or agents in any risk or danger, on the telephone, in writing or in person.

On an active group holiday, it is necessary that you abide by the authority of the leader, who represents Exodus. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behavior is disruptive, threatening or abusive, causes unnecessary inconvenience, impacts on others clients' enjoyment of the holiday or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveler or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

By confirming your booking, you accept that Exodus's tour leaders have the authority to prevent you from participating in any part of a tour should they have concerns about (a) your ability to safely partake in an

activity or (b) your physical ability to complete an activity in the required timescale. In the event the leader deems such a decision is necessary, we will reasonably endeavor to make alternative arrangements, but we will not be liable to provide any refunds for missed activities and you may be liable for additional costs incurred.

If the Captain of your flight or cruise ship or any of our company staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion.

If you are refused carriage because of your behavior, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behavior during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

#### **18. Data Protection**

We will use and process your data in accordance with our privacy policy which be found here [www.exodustravels.com/privacy-policy](http://www.exodustravels.com/privacy-policy)

#### **19. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### **20. Trip Notes**

If we issue detailed Trip Notes for your booking, these Trip Notes and all the information contained therein will be deemed to be part of the contract. Trip Notes are available from our website and contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the Trip Notes, the information in the Trip Notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

#### **21. Mediation/Arbitration**

- (A) The parties hereto agree that any and all disputes and claims that the each may have against the other that arise out of or relate to the Tour including the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, including the agreement to arbitrate (the “Arbitration Agreement”) and the scope or applicability of this Arbitration Agreement (collectively, “Disputes”), including but not limited to the arbitrability of any and all Disputes,

will be resolved in a binding, confidential, individual and fair arbitration process as set forth herein, and not in court.

- (B) This Agreement evidences a transaction in interstate commerce, and thus the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.
- (C) If either you or Exodus wants to arbitrate a Dispute, the party desiring arbitration must first send by mail to the other a written Notice of Dispute (“Notice”) that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Expedition to which the Notice relates, and the relief requested. Your Notice to Exodus must be sent by email to [customerservices@exodus.co.uk](mailto:customerservices@exodus.co.uk). We will send any Notice to you at the contact information we have for you or that you provide to us at the time of booking. It is the sender’s responsibility to ensure that the recipient receives the Notice. During the first 45 days after one party sends a Notice to the other, the parties may try to reach a settlement of the Dispute. If the parties do not resolve the Dispute within those first 45 days, either party may initiate arbitration as set forth herein.
- (D) Any arbitration between the parties will be conducted by the American Arbitration Association (the “AAA”) and will be governed by the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the parties cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement. A form for initiating formal arbitration may be found on the AAA’s website at [www.adr.org](http://www.adr.org) (“Arbitration Form”). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, you must send a copy of this completed Arbitration Form to Exodus.
- (E) If you are seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either party may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither party request one, Exodus will pay the arbitrator’s fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the manner and place of the hearing will be in Delaware, USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.
- (F) Each party agrees to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, , the agreement, the arbitrator’s decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

## **22. Exclusive Governing Law and Jurisdiction**

These Terms and Conditions and any Disputes, actions and legal proceedings whatsoever by you shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Delaware, USA. Except as otherwise expressly specified in these Terms and Conditions, passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation.

## **23. Waiver of Jury Trial**

In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

## **24. Class Action Waiver**

These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on your own behalf instead of through any class action. Even if the applicable law provides otherwise, you agree that any legal action against Exodus whatsoever shall be litigated by you, individually, and not as a member of any class or as part of a class action, and you expressly agree to waive any law entitling you to participate in a class action.

## **25. Time Limit for Claims**

We are not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your trip and any activities conducted in conjunction therewith, unless full details in writing are given to Exodus, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on Exodus within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods. If a written claim is not made and suit is not filed within the time frame set forth above, then you waive and release any right you may have to make any claim against us arising under, in connection with, or incident to the trip.

## **26. Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **27. Waiver:**

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

## **28. Authorization to Use Photographs and/or Audio-Visual:**

The Company may use, reproduce, and/or publish photographs and/or video that may pertain to me—including my image, likeness, and/or voice without compensation. I understand that this material may be used in brochures, e-mails, and online to promote Exodus and its product offerings.

**29. Consumer Protection/Seller of Travel:**

The Company is a member of the United States Tour Operators Association and is fully covered by its Consumer Protection Plan. As an active member of the USTOA, Exodus is required to post \$1 Million with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Exodus’s customers in the unlikely event of Exodus’s bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Ave., Suite 1801, New York, New York 10001, or by e-mail to [information@ustoa.com](mailto:information@ustoa.com) or by visiting its website at [www.USTOA.com](http://www.USTOA.com).

The Company is a Registered Seller of Travel in Washington State, #602964541; California Seller of Travel # 2031043. Registration as a seller of travel does not constitute approval by the State of California. The Company is not a participant in the California Travel Consumer Restitution Fund.

**ACKNOWLEDGEMENT:**

My signature below indicates that I have on the date shown, read and understood the terms and conditions for the travel package. I acknowledge that these terms and conditions affect my legal rights and agree to be bound by their terms. My signature also signifies my intention (on behalf of myself and all other customers/participants for whom I am purchasing the travel package) to relieve and indemnify Zegrahm Expeditions, Inc doing business as “Exodus Travels” its owners, officers, directors, employees, affiliates, agents, contractors and subcontractors from any liability for personal injury, emotional injury or distress, property damage or wrongful death which I/we might suffer during my participation in the scheduled trip.

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