



TERMS AND CONDITIONS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT

By signing this document, _____ (PRINT NAME), or otherwise indicating your assent in writing, you agree to the terms and conditions set forth in this document. Intrepid Expeditions, LLC. ("we" or "us") is providing the trip described or named in our Reservation Form (the "Tour"). These terms and conditions apply to the Tour and the program/itinerary for the Tour.

1. **RESERVATIONS AND PAYMENTS:** A non-refundable prepayment deposit of % of the total Tour cost, along with a completed and signed Terms and Conditions, Release of Liability, Assumption of Risk [and Binding Arbitration] Agreement (Agreement) and Credit Card Authorization Form (if paying by cc) are required in order to confirm your reservation. Upon receipt of these forms and your deposit, we will confirm your trip. This Agreement, [the signed Reservation form and the signed Agreement, and the signed Credit Card Authorization Form are all part of your agreement with us.

The balance of your Tour cost is due of days prior to departure. Failure to make balance payment by due date may result in forfeiture of deposit.

2. **TRAVEL INSURANCE:** We strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available for comprehensive coverage of such expenses in conjunction with cancellation due to illness or accident, and damaged or lost luggage. We will send you an application upon receipt of your reservation. In addition, medical evacuation coverage may be required as a condition of booking.

3. **CANCELLATIONS:** Cancellations for all or any part of the program will not be effective until received in writing in the offices of INTREPID EXPEDITIONS, LLC. Should you cancel, the following terms will apply: reservation cancellation(s) are subject to a \$500 per person administrative fee plus applicable 3rd party charges from the time of booking through 151 days prior to departure; from 150 through 61 days prior to departure, 20% per person plus applicable 3rd party charges; cancellations 60 days or less prior to departure, a no-show, or early return from the program will result in loss of 100% of the tour price. Failure to make final payment by scheduled due date listed on your invoice will result in forfeiture of your full deposit. In addition, any applicable airline cancellation or optional excursion cancellation fees may apply.

Your decision not to participate on the Tour due to State Department or Centers for Disease Control advisories or warnings, fear of travel, or for any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show. No refunds will be available, but you may join the Tour late if you wish. Failure to make scheduled payments for tour will also be deemed a cancellation.

Commercial airline tickets must be paid in full at the time of ticketing. Airline cancellation charges are set forth on the invoice.

4. **NOT INCLUDED:** Taxes; passport, visas and associated fees; personal expenses such as laundry, telephone calls and Internet access; accident/sickness, trip cancellation, and baggage insurance; gratuities to ship and hotel personnel; optional sightseeing excursions; baggage charges on aircraft; local departure air/airport tax(es); airfare and associated local taxes, airport facility and security taxes and federal inspection fees not listed as included in the travel program; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure; any overnight on land due to flight schedule(s); meals, alcoholic or other beverages and all other services not specifically mentioned as included in the travel program

5. **AIRFARE:** Airfare is subject to change and availability and, depending on the fare basis, likely is nonrefundable.

Your airline ticket constitutes a contract between you and the airline, even if purchased through INTREPID EXPEDITIONS, LLC.

6. **BAGGAGE:** Luggage allowance policies are set by the airlines and may change without notice. Baggage is at owner's risk throughout the trip. Airlines, buses, vans and other modes of transportation may all have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions

7. **PRICE INCREASES:** Destination countries increase their VAT taxes from time to time. Some suppliers impose energy surcharges or other price increases. Prices are also subject to increase due to currency fluctuations. Any such increases will be applied to your total due at the time of final payment.

8. **PASSPORTS, VISAS, and OTHER ENTRY REQUIREMENTS:** International travel requires a passport valid 6 months beyond your intended return travel date. In most cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. If one parent or guardian plans to bring a minor child without the other parent or parents, some countries and airlines have strict documentation and permission requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers. Please speak with us if you are unsure about the visa requirements for your travel destination. You are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.

9. **RESPONSIBILITY AND ASSUMPTION OF RISK:** INTREPID EXPEDITIONS, LLC, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively "INTREPID EXPEDITIONS, LLC"), do not own or operate any entity which is to or does provide goods or services for your program including, for example, lodging facilities, airline, vessel, or other transportation companies, safari or guide services, local ground or safari operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, INTREPID EXPEDITIONS, LLC is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, INTREPID EXPEDITIONS, LLC is not responsible for any injury, financial or other loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts or orders of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by wild or domestic animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Further, I release INTREPID EXPEDITIONS, LLC from its own negligence and assume all risk thereof.

We have no special or unique knowledge regarding the financial condition of the suppliers of services, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For useful information regarding your destination, we strongly recommend reviewing the destination-specific information at www.travel.state.gov, and the Centers for Disease Control at www.cdc.gov/travel.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. The right is reserved to decline to accept as a program participant, or remove from a program, without refund, any person INTREPID EXPEDITIONS, LLC judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other program participants, leaders or third parties, or who INTREPID EXPEDITIONS, LLC determines to detract from the enjoyment of the program by others. Specific room assignments are within the sole discretion of the lodge or hotel.

10. **CANCELLATIONS AND POSTPONEMENTS BY INTREPID EXPEDITIONS, LLC.** INTREPID EXPEDITIONS, LLC reserves the right to change the itinerary, the lodges or hotels utilized or any program features at any time and for any reason, with or without notice, and INTREPID EXPEDITIONS, LLC shall not be liable for any loss of any kind as a result of any such changes. INTREPID EXPEDITIONS, LLC may cancel or postpone a program (or an option) for any reason whatsoever. Seasonal changes (for example, from low to high season) may result in higher prices. In any event, for cancellations (or postponements) based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest,

criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to INTREPID EXPEDITIONS, LLC, but only to the extent its suppliers are crediting INTREPID EXPEDITIONS, LLC with those monies paid by INTREPID EXPEDITIONS, LLC to them. Under no circumstances is INTREPID EXPEDITIONS, LLC obligated to refund the cost of any purchased travel insurance. INTREPID EXPEDITIONS, LLC is not required to cancel any program for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. INTREPID EXPEDITIONS, LLC is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if INTREPID EXPEDITIONS, LLC makes the flight arrangements or cancels the program. INTREPID EXPEDITIONS, LLC reserves the right to substitute lodges, hotels, vessels or attractions for those listed in the tour description if same is required by circumstances beyond its control or for the convenience or well-being of clients.

11. **OTHER TAXES AND FEES:** Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated.

12. **FORCE MAJEURE:** INTREPID EXPEDITIONS, LLC assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Tour, acts of God, acts or orders of government, epidemics, war, terrorist acts, riots, disaster, weather events, or strikes.

13. **PHOTO RELEASE:** You consent to our use of pictures or video of you in our marketing materials without compensation.

14. **PHYSICAL ACCESSIBILITY:** All programs require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Participants must be able to embark or disembark vans or motor coaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for handling equipment. Please understand that the Americans with Disabilities Act does not apply outside the United States.

15. **MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize INTREPID EXPEDITIONS, LLC or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release INTREPID EXPEDITIONS, LLC from any liability for medical attention arranged or not arranged on your behalf. INTREPID EXPEDITIONS, LLC assumes no liability regarding provision of medical care or evacuation services.

16. **REGISTRATION:** FL#: ST38322.

17. **CHANGES:** Changes in this Agreement may be made only in a writing, signed by an officer of INTREPID EXPEDITIONS, LLC.

18. **FORUM.** Any litigation involving this Agreement, the literature for your trip or the trip itself shall be brought only in courts in and for Naples, Florida. For this limited purpose, the parties agree to personal jurisdiction and proper venue therein. Any such litigation shall be subject to and conducted pursuant to Florida law.

I agree to the terms of this Terms and Conditions, Release of Liability, Assumption of Risk [and Binding Arbitration] Agreement. If my party includes a person under 18, then I represent that I am that person's parent or legal guardian.

Signature: _____

Date: _____

Signature: _____

Date: _____

Parent or Guardian of a Minor: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor _____ Date _____

Signature of Releasor _____

Travel Insurance (Check one box):

☐	Please send me information on the travel insurance protection plan.
☐	I have already purchased travel insurance from _____, policy number:
☐	I have purchased emergency medical coverage from _____, policy number:
☐	I plan to purchase travel insurance and emergency medical coverage on my own
☐	I decline to purchase travel insurance.