



# TERMS & CONDITIONS & BINDING ARBITRATION AGREEMENT

**This Terms & Conditions & Binding Arbitration Agreement is important. It is the contract governing your trip or any trip to which you transfer. Please read with care!**

## RELEASE

Geographic Expeditions, Inc., its employees, shareholders, officers, directors and affiliates (collectively, "GeoEx") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, guides or trip leaders, food service providers, equipment suppliers, ground and safari operators, etc., including, without limitation, various entities which may utilize the GeoEx name. GeoEx is not responsible for any negligent or willful act or failure to act of any such person or entity, nor for any act or inaction of any other third party not under its control.

Without limitation GeoEx is not liable for any direct, indirect, consequential, or incidental damage, injury, death, financial or other loss, accident, delay, inconvenience, or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, or breach of contract of any third party, such as an airline, train, hotel, restaurant, or food supplier; bus, taxi, van, or safari operator; local outfitter or guide; whether or not it uses the GeoEx name, which is to, or does supply any goods or services for this trip. GeoEx is not responsible for any loss, injury, death, or inconvenience due to delay or changes in schedule; overbooking or downgrading of accommodations; insolvency, financial failure or other defaults of suppliers; bites or attacks by animals, insects or pests; sickness; the lack of appropriate medical care; evacuation to same, if necessary; weather; strikes; acts of God or force majeure, acts or orders of government; acts of terrorism or the threat thereof; war; quarantine; epidemics or the threat thereof; criminal activity; or any other cause beyond its control. In addition, I agree to hold GeoEx harmless from its own negligence.

GeoEx reserves the right to change, reprice or postpone any tour, trip, or expedition due to acts of insurrection, strikes, acts of God, acts of government or any other cause beyond its control. GeoEx may, as it deems advisable, among other things, alter or omit any part of the itinerary; substitute hotels, leaders or trip features; or change any means of conveyance without notice and without allowance of refund, with the liability for increased costs, if any, to be borne by trip members. GeoEx reserves the right to pass on fuel surcharges or other cost increases beyond its control as allowed by law. If GeoEx cancels any tours, treks, or expeditions, or portions thereof, due to acts of insurrection, strikes, acts of God or government, or any other cause beyond its control, refunds will be based upon the difference between the original trip price and the cost of services already provided. There are no refunds for unused goods or services.

GeoEx may cancel or postpone a program (or an option) for any reason whatsoever. If so, for cancellations 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 GeoEx to the extent its suppliers are crediting GeoEx with those monies paid by GeoEx to them. Under no circumstances is GeoEx obligated to refund the cost of any purchased travel insurance.

Trip members grant GeoEx express permission to take photographic records of its trips for promotional and commercial use without compensation to trip members. GeoEx reserves the right to accept or reject any person as a trip member at any time and in its sole discretion to remove from the trip any participant whose health or conduct may impede the operations of the trip or the welfare or enjoyment of fellow participants. All trip applications are subject to acceptance by GeoEx in San Francisco, California.

I acknowledge the risk and hazards of travel in remote areas where injury, death, delay, or unanticipated events may occur. By signing this Agreement, I accept responsibility for my own welfare and waive any claims against GeoEx for liability to the maximum extent permitted by law.

I understand that travel to any GeoEx destination, even if the trip itself is rated easy, entails risks and may entail meaningful delays in obtaining any medical assistance at all, and evacuation to same can take hours or days. In addition, medical assistance when rendered may not be comparable with that obtainable in the USA.

By signing below, I unconditionally understand and agree fully to assume all of the risks inherent in such travel.

I accept that while traveling to GeoEx destinations, disruptions and situations may well occur, including, but not limited to, delay, partial or complete changes in timing or routing of itinerary, changes in announced trip leaders, changes in grades of or location of lodging or camping accommodations, and modes or quality of air, land, and/or sea transport. I agree that GeoEx may make last-minute decisions to address changed circumstances. GeoEx does not guarantee conformity with the itinerary or itineraries that have been furnished to me.

## MEDICAL FORMS AND PRIVACY

The Personal Information Forms that GeoEx requires are important. Your trip may entail traveling into areas where medical facilities are nonexistent and evacuation may be delayed for several days. Most trips do not include a staff physician. Many travelers with various medical conditions are able to travel without incident. However, in the unusual case of a serious, on-trip health issue, we must have access to a reliable and current medical profile; it is vital that you supply complete and candid information.

We may require your physician to sign a Medical Verification, affirming that he or she believes you are in sufficiently good health to undertake your trip. GeoEx reserves the right to disqualify anyone at any time before or during a trip for medical or psychological reasons. Each trip member is ultimately responsible for his or her own medical expenses. We cannot refund costs of medical examinations or other expenses incurred while preparing for a trip. If you arrive at the start of your trip with a pre-existing condition or injury that was not disclosed in writing to GeoEx and you are subsequently forced to leave the trip because of this condition, you will be charged all extra evacuation expenses.

GeoEx respects your privacy and maintains strict policies to protect it. Information supplied to us on GeoEx's Personal Information Forms will be held in confidence and will not be shared or disclosed except as described herein.

## PARTICIPANT RESPONSIBILITY

As a trip member, I assume the responsibility to select/design a trip appropriate to my physical abilities and interests. I am responsible for being in sufficiently good health to undertake my trip and for consulting with my personal physician for medical advice. I am responsible for reading all pre-departure information, including all health-related information; for bringing all equipment and clothing noted on the trip packing list; for conforming to the standards of personal hygiene set by the trip leader at the start of the trip so as to minimize the risk of traveler's disease; and for acting in a manner considerate of fellow group members and the countries visited. Smoking is not permitted in buses or cars, below decks on boats, in tented camps, or in other designated non-smoking areas.

I understand that I am undertaking travel to remote geographical areas located in lesser-developed countries where, among other things, a sense of urgency, attention to detail, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, infrastructural development, telecommunications facilities, methods of conducting business, medical facilities and evacuation to medical facilities as necessary, etc., may be unavailable and/or unsatisfactory and/or not equivalent to those found in industrialized nations.

I understand that important country-specific information for my trip, which GeoEx strongly urges participants to review, is prepared by the State Department and the Centers for Disease Control and Prevention and can be found at <https://travel.state.gov/content/passports/en/country.html> and at [www.cdc.gov/travel](http://www.cdc.gov/travel).

I understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professional and/or the availability of prescription-type and/or over the counter-type drugs, may not be possible.

### MEDICAL AND HEALTH ISSUES

I take full responsibility for my medical, psychological, and physical condition for the duration of my travels with GeoEx. I am unaware of any medical, psychological, or physical problems that would, in any way, impair my ability to complete the trip safely, nor am I aware of any health-related condition or limitation that might impact the safety, security, or comfort of my traveling companions. Should I receive any new information regarding my health before my trip departs, I will notify GeoEx. Should any health-related problems arise during my travels with GeoEx, I will immediately notify the trip leader and/or Redpoint Resolutions LLC dba Ripcord (GeoEx's 24/7 medical assistance provider), and take full responsibility for promptly accessing necessary and appropriate medical care. I take full responsibility for possessing adequate medical health insurance coverage to pay for medical care I may require during my travels with GeoEx.

GeoEx may review medical information submitted by prospective clients to identify any obvious medical issues of potential concern. In addition, medical personnel, including paramedics, nurses and/or physicians, may be engaged by GeoEx to provide medical advice to clients while on their trip to the extent communication from the trip locale is feasible. I authorize GeoEx to release the information contained in my Personal Information Form to all such persons and entities and/or to others providing medical/psychological services to me.

During the course of your trip, a number of lodges, safari camps, ground operators and other third parties may offer guests an opportunity to participate in horseback riding or other excursions (either for a fee or on a complimentary basis).

GeoEx does not own, operate, manage or supervise any of these lodges, nor does it own, operate, manage or supervise any of their horseback riding or other facilities or riding personnel involved with same. All such activities are done solely at the risk of the participating client.

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I confirm that I have read, fully understand, and agree to all of the terms and conditions contained in GeoEx materials, including, but not limited to, the policies on cancellations, refunds, limitation of liability, and participant responsibility. I also confirm that I will fully read and understand the pre-departure information given to me by GeoEx, including all the health-related materials.

Changes in this document can be made only in writing signed by an officer of GeoEx.

I agree that in the event any part or portion of this Terms & Conditions & Binding Arbitration Agreement is found to be void or unenforceable, then such part or portion will be stricken, but the rest of this document will be given full force and effect.

This Terms & Conditions & Binding Arbitration Agreement is applicable to any trip to which I may transfer.

I acknowledge and agree that the cost of all GeoEx trips has been based upon trip members executing this document. I understand its contents and its legal ramifications. I acknowledge and agree that by participating in a GeoEx trip, I am doing so willingly and of my own volition.

### BINDING ARBITRATION

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law without consideration of the California Arbitration Act and will take place in San Francisco, CA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Any arbitration commenced against GeoEx must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**Print Traveler Name** \_\_\_\_\_

**Signature of Traveler** \_\_\_\_\_ **Date** \_\_\_\_\_

*For a Minor\*: I, as an authorized 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 of the above. In the event the minor is not accompanied by all legal guardians on this trip, I agree to carry with me a notarized document from each legal guardian, not on the trip, granting his or her approval for the minor to travel on this trip and to present said document(s) to any authority requesting such. In the event I am the sole parent or guardian of the minor, I agree to carry documentation evidencing such and present to any authority when requested.*

**Name of Minor** \_\_\_\_\_

**Signature of Releaser** \_\_\_\_\_ **Date** \_\_\_\_\_

*\*Minor is defined as under 18 years at time of trip reservation.*

**Print Trip Name/Destination & Date** \_\_\_\_\_