



## Naturalist Journeys, LLC

### Conditions, Responsibilities, & Assumption of Risk

Completion of this Registration Form, acknowledgment of space available by a Naturalist Journeys Travel Planner, and receipt of your deposit will secure your place on a Guided Group Tour, Independent Birding Venture, or Relaxing Lodge Stay with Naturalist Journeys. By submitting this form, you have completed one step in the process; all three are necessary to complete your Registration.

Please note that tour services begin upon registration. The tour price includes these pre-tour administrative services and for this reason, a portion of your deposit is non-refundable. Your deposit helps fund the intricate work of making sure that all aspects of your tour or travel services are in prime order and that your information will be accurately conveyed to our guides and lodges. Each step of tour preparation requires our staff time. Please understand that your tour is not an off-the-shelf product. It is a stream of services that grows in intensity the closer we get to departure date.

It is important that you review our full Conditions, Responsibilities and Assumption of Risk, which includes our Cancellation Policy, and our Terms and Conditions. These have been established to be fair and equitable to our clients, as well as to the very special people we partner with around the globe - our guides, lodges, and transport services who are involved in tour services. Please note that some tours, particularly cruises and safaris, are offered in partnership with other companies and their Terms and Conditions and deposit requirements will be primary. Please note that our terms and conditions have been revised as of March 8, 2021. Completed Registrations prior to that date will keep their original terms.

### Deposit Amount and Payment Schedule

Single Travelers: If you request and are willing to pay the single supplement to have your own room, please be sure to confirm this upon registration. No additional deposit is required; but all single accommodations are subject to availability. If you are willing to share a room with a same gender roommate and we do not find a suitable roommate for you, you will need to pay the single supplement 30 days prior to departure.

Required Deposits for Tours, Independent Birding Ventures, Extensions, and other travel services are as follows:

- a) \$500 per person for tours in North, Central, and South America excluding Cruises and Special Departures.
- b) \$750 per person for tours beyond the Americas excluding Cruises, Safaris, and Special Departures.

- c) \$1000 per person for Safaris and Special Departures (includes tours in Alaska, Africa, Brazil's Pantanal, Guyana, or when indicated in the tour itinerary). Deposits for these specialty destinations are higher because all or a portion of your deposit must be paid immediately to operators or specialty lodges to hold space. These deposits will be subject to additional cancellation penalties beyond the administrative fee unless your space can be filled by a new participant.
- d) \$1000 per person for Non-polar Cruises. Cruises are booked with a partner company and are subject to their deposit schedule, cancellation policy, and Terms & Conditions. Please contact the Naturalist Journeys office or refer to your cruise itinerary for details.
- e) 20% of Cabin Booking for Polar Cruises or Specialty Cruises per person. Cruises are booked with a partner company and are subject to their deposit schedule, cancellation policy, and Terms & Conditions. Please contact the Naturalist Journeys office or refer to your cruise itinerary for details.
- f) \$100 per person for Pre-or-Post Tour Extensions if over 3 nights.

### **Balance of Payment Schedule**

- **90 days** prior to departure for tours with deposits of \$500 - \$750 per person.
- **120 days** prior to departure for tours with deposits of \$1000 or more per person.
- Payment in full is required when booking within 90 or 120 days prior to departure according to tour or travel service type detailed above.

### **Cancellation Policy - When You Cancel Services**

Refunds for Tours and IBV's will be made according to the following schedule:

- a) If cancellation is made in writing more than 91 /121 days according to the deposit stipulations stated above, your deposit will be refunded less a \$200 administrative fee. There is no administrative fee if you opt to move your deposit to another tour upon cancellation; your deposit retains full value. Please note that Cruise and Special Departure deposits are subject to terms of the cruise company or specialty lodges we contract with and often fully non-refundable and are primary over those of Naturalist Journeys.
- b) Upon final payment, the remaining amount of your deposit, and other tour fees due as outlined in the itinerary, will be refundable only as follows:

#### **For tours and travel services with final payment due at 90 days:**

- i) Cancellation made in writing 90 to 60 days prior to departure: 50% of your tour fee is non-refundable, plus any additional, non-refundable payments made to providers. Cruise and Special Departure deposits are subject to terms of the cruise company or specialty lodges we contract with and are primary over those of Naturalist Journeys.
- ii) Cancellation made in writing within 60 days of departure: All payments are non-refundable. There is NO REFUND FOR ANY REASON.

## **For tours and travel services with final payment due at 120 days:**

- i) Cancellation made in writing 120-90 days prior to departure: 50% of your tour fee is non-refundable, plus any additional, non-refundable payments made to providers. Cruise and Special Departure deposits are subject to terms of the cruise company or specialty lodges we contract with and are primary over those of Naturalist Journeys.
- ii) Cancellation made in writing within 90 days of departure: All payments are non-refundable. There is NO REFUND FOR ANY REASON.
- c) NO REFUND will be made for lost nights or services due to flight delays or cancellation, including weather delays.
- d) NO REFUND will be made for portions of your tour or travel services that you choose to opt out of such as guided walks or meals.
- e) NO REFUND will be made for any unused portion of the tour or for "no shows".

We strongly recommend that you purchase Trip Insurance to protect yourself. Many policies require this purchase within 10-14 days of registration for pre-existing conditions to be covered. Some destinations, particularly cruises, require medical and evacuation insurance. For non-pre-existing conditions there is no time frame required but we recommend you have it in place by final payment at 90 days. Insurance is based on your age bracket and trip cost, you choose the amount to insure (it does not have to be to the penny of your trip cost, it's a bracket). Please contact your insurance provider for questions. Our agency identification number with Allianz is F028775. Click the banner below for more information.



The banner features the headline "You Earned the Vacation. We Protect It." in blue text. Below it, smaller text reads "Allianz Travel Insurance covers you before and during your trip." To the right is a blue button with white text that says "LEARN MORE". The background of the banner shows a man and a woman walking on a beach. On the right side, the Allianz logo is displayed above the text "Global Assistance" on a red background.

## **Cancellation Policy - When We Cancel Services**

It is extremely rare that we cancel services. If we cancel for administrative reasons such as low enrollment, we will notify you as soon as reasonably possible and your tour fees will be fully refundable or transferable to another tour. There will also be the option to continue with your plans for an additional small group or private travel fee.

Force Majeure and acts of God: If we cancel services for Events Outside of Our Control such as a war, strike, riot, crime, epidemic, global pandemic, act of God, natural disaster, government restriction, political or military action, terrorist threat or action, transportation delay or restriction, or other extraordinary event or circumstance beyond our control that affect your safety and our ability to operate a tour or travel services, we will contact you as soon as reasonably possible to notify you. We will reschedule your tour or services for dates after the Event Outside of Our Control is over and we suspend our obligation by agreement with you

until such time the Event Beyond Our Control is over. If you are not able to use the rescheduled services, you may opt to cancel. We will then refund the price you have paid less our standard administrative fee and less the charges reasonably and actually incurred by us or by our local operators to set up or to operate your tour or travel services. Please note that any such occurrence will have significant penalties when funds are distributed to our operators and lodges and in such circumstances only rebooking rescheduled options will retain your highest payment value.

## **Participant Responsibility**

Participants must review, understand and upon registration, sign and agree to Naturalist Journeys, LLC Terms and Conditions, Assumption or Risk, and Waiver and Liability.

Participants should choose a tour that best fits their abilities, fitness level and interests. Though these trips are not strenuous, participants should be in good health and able to handle several hours of walking per day and differences in altitude, time changes and other factors relating to a tour. Ask your tour planner about pace for any pre-tour concerns.

Participants are responsible to meet all legal requirements for destinations visited on the tour or travel service including Visas, Passports or other photo identification, proof of vaccination, evacuation insurance or other as required in countries visited, or by our tour operator partners and cruise companies.

Participants must respect the environmental and cultural laws and customs of countries visited.

Participants must respect guidelines and regulations given by tour leaders to ensure group safety and comfort.

Participants must respect the rights and privacy of other tour members, local guides, drivers, and staff.

Participants recognize and accept the fact that the tour is conducted in natural areas where dangerous and venomous wild animals might be encountered over which the Naturalist Journeys or its operators or agents have no control or responsibility.

The health and safety of our clients is our main concern. It is the participant's responsibility not to expose others on the tour to contagions. We ask that participants not attend the tour if they are in poor health or have been exposed to a contagious illness such as COVID-19 prior to the tour. If you become sick while on tour you may be asked to seek local medical help and to isolate from the group until you are not contagious and to take all precautionary measures not to spread contagions.

## **Naturalist Journeys Responsibility Statement**

Naturalist Journeys, LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys) responsibility is limited. Naturalist Journeys designs, organizes, promotes, and sells group and independent travel services. While we endeavor to make travel arrangements with reputable suppliers, Naturalist Journeys acts only as an agent for booking third-party suppliers for land, air and water

transportation, hotel/cruise accommodations, restaurants, land operators, excursions, and other tour services for the passenger regarding travel. Naturalist Journeys neither owns nor operates any of these third-party suppliers; they are independent contractors and are not Naturalist Journeys agents or employees. Therefore, Naturalist Journeys assumes no responsibility or liability whatsoever for the willful or negligent acts and/or omissions of such suppliers or any other third party.

Without limitation, Naturalist Journeys is not responsible for any accident, injury, loss or damage to person or property, death, delay, misrepresentation, irregularity, or inconvenience for any reason whatsoever in connection with the provision of, or failure to provide, any goods or services by third-party services. Naturalist Journeys assumes no responsibility or liability whatsoever any accident, injury, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience occasioned by or resulting from - but not limited to - acts of God or force majeure (Event Outside Our Control), acts of government such as closure of International borders, acts of war or civil unrest, insurrection or revolt, sickness, quarantine, pandemic restrictions or border or other closures, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, mechanical or other failure of land, water or air transportation, overbooking or downgrading of accommodations, structural or other defective conditions in accommodation facilities, the failure of any transport mechanism to arrive or depart on time, financial insolvency or cessation of services by suppliers, or for any other cause beyond the direct control of Naturalist Journeys including dangers inherent to flora and fauna, dangers associated with recreational activities, sanitation problems, food poisoning, remote evacuation difficulty or lack of access to medical professionals and facilities. Naturalist Journeys accepts no responsibility for resulting loss or expenses beyond those services booked originally for the tour; the tour participant shall bear all such additional losses and expenses.

Naturalist Journeys assumes no responsibility for loss, theft, damage or accident to participant's baggage or personal effects.

## **Changes in Services**

Naturalist Journeys, LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys) reserves the right to make changes in the published itinerary whenever, in its good faith discretion and judgment, conditions warrant. Naturalist Journeys shall, however, use its best efforts to obtain comparable services and accommodations as soon as possible. Naturalist Journeys reserves the right to substitute hotels of similar quality, to make changes in the itinerary where deemed necessary for client safety and comfort, or to cope with changes or delays in transport or other third-party services. Naturalist Journeys reserves the right to substitute tour leaders and will provide notification of this ahead of departure when possible. While rarely necessary, tour and travel service prices are subject to change due to changes in airfares, currency fluctuations, park fees, or other cost increases. Naturalist Journeys reserves the right to withdraw without penalty any tour that it has scheduled and announced. Naturalist Journeys is not responsible for expenses incurred by trip members in preparation for the trip (for example, non-refundable air tickets, visa fees, equipment, medical expenses, etc.) or for any necessary additional travel arrangements.

The right is reserved to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour director or supplier to be in the best interests of the health, safety, or general welfare of the tour group or of the individual participant.

## **Assumption of Risk**

I am voluntarily participating in the trip with knowledge that this trip or tour, conducted or arranged by Naturalist Journeys, LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys) involves certain risks and dangers that include, but are not limited to, the forces of nature, terrorism, civil unrest, wild animals, roads, hotels, vehicles, taxis, boats, elevated walkways, jungle trails or other means of conveyance or accommodation which may not be operated nor maintained to standards common in the United States. I understand that there are inherent risks and dangers with the excursion, known or unknown, relating but not limited to car, truck, tractor, van, bus, train, air, kayak, canoe, raft, inflatable craft, boat, or ship travel, nature walks and hikes, backpacking, wading, swimming, snorkeling, skin diving, and scuba diving, bird watching, wildlife viewing, and photography, accidents or illnesses, and acts of nature including weather, wildlife, man, or God. However, in consideration of the right to participate in this excursion, I hereby release Naturalist Journeys, LLC and their officers, agents, leaders, employers, and employees from all responsibility for damages, injuries, deaths, losses or delays due to any reason whatsoever, and I hereby assume responsibility for all risks and dangers in connection with the excursion.

I am aware that an accident or illness could occur in remote places without access to immediate or timely medical treatment or facilities. I am aware of the risk of tropical or other diseases. I am aware that medical services or facilities may not be readily available during all or part of my trip. This includes emergency medical care, presence of physicians, and adequate medication. With knowledge of the foregoing, I assume all risks. Moreover, I am in good health and can participate in such trip or tour and the activities related thereto except as otherwise disclosed in writing on the required health and information form.

## **Waiver and Release of Liability**

In consideration of, and with the payment of my deposit with intention to participate in such trip or tour and/or in other activities and services conducted or arranged by Naturalist Journeys LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys), I agree that neither Naturalist Journeys, nor any of their representatives shall be liable for any accident, injury, property damage, or personal loss to me or to those traveling with me in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond Naturalist Journeys control. I hereby waive any and all claims for liability against Naturalist Journeys, LLC or any of their officers or representatives as a result of my participation in this tour and agree to indemnify and hold harmless from any and all liability to the undersigned, his/her personal representatives, heirs, assigns, and next of kin, for any and all losses, damages or injuries or any claim or demand on account of injury to the person or property of the undersigned. I acknowledge that this hold harmless clause is prerequisite to my taking part in any tour or events sponsored by Naturalist Journeys.

## **Photo Release and Sharing**

By registering for and participating in this tour, I agree to grant to Naturalist Journeys and its authorized representatives' permission to record through photography and/or video, pictures of my participation in the tour. I further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote Naturalist Journeys and further that such use shall be without payment of fees, royalties, special credit or other compensation.

**Completion of this document and receipt of your deposit, with receipt and recording of a Naturalist Journeys Travel Planner, will secure your space on a Guided Group Tour, Independent Birding Venture or Relaxing Lodge Stay.**