

Planet Earth Adventures

TERMS AND CONDITIONS OF CONTRACT

1. PAYMENT

The prices quoted are for cash, check, or money order. A deposit of \$1000 per person is due within 7-days of booking. Your reservation is considered confirmed once we receive your payment. The balance of the tour price is payable to Planet Earth Adventures, LLC 60 days prior to departure. Failure to pay by that date entitles Planet Earth Adventures to cancel your booking without notice and without refund of the deposit. Prices quoted are in U.S. funds (unless otherwise specified) and all payments must be made in U.S. funds.

2. AMENDMENTS/TRANSFERS

If you wish to change your original arrangements, or transfer to another tour, you must notify Planet Earth Adventures in writing. Once Planet Earth Adventures receives your notice, and, subject to availability, the amendment or transfer will take effect. If you wish to transfer to another tour scheduled to commence within 12 months of your original departure date, the following charges will apply:

- a) If the booking is changed between the time of booking and 60 days prior to your original departure date, \$150 plus any applicable increase in airfare charges; or
- b) If the booking is changed within 60 days prior to your original departure date, charges levied in accordance with Planet Earth Adventures' cancellation fees will apply.

3. CANCELLATIONS

If it becomes necessary to cancel your tour, you must notify Planet Earth Adventures immediately in writing. Once Planet Earth Adventures receives your written notice, cancellation will take effect. Please note that the following charges will apply on cancellation:

- a) If cancellation takes place from Booking to 90 days prior to departure, your full deposit will be forfeited.
- b) If cancellation takes place between 60 and 30 days prior to departure, 50% of the tour price will be forfeited.
- c) If the cancellation takes place less than 30 days prior to departure, 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial credits or refunds will be given for services not used.

Planet Earth Adventures strongly recommends that you take out travel insurance, including cancellation insurance, upon booking.

4. HEALTH AND FITNESS REQUIREMENTS

Participants should be healthy and active and are strongly advised to follow our pre-departure fitness training recommendations. On receipt of your booking form, Planet Earth Adventures will send you a medical questionnaire which must be completed and returned to us as proof that you are fit enough to participate in the tour. If you are over 50 years of age, have a pre-existing medical condition, or are booked on a trip graded "challenging," "exploratory" or "high-activity" it is a requirement that this questionnaire be completed by your doctor. It is vital that participants with medical

problems make them known to us well before departure. If you suffer from muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or

have high blood pressure, you are strongly advised against participating. Medical services may be limited given the remote areas in which some tours operate. If your condition

requires that you have a special medical apparatus or assistance during your tour, we must be made aware of that at the time of booking in order to determine whether we can accommodate your needs. If you are using prescription drugs, please bring an adequate supply with you and keep them on your carry on luggage.

5. TOUR LEADERS

Our Tour Leaders take their responsibilities seriously and if a Tour Leader believes in his/her judgment that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this circumstance you will be offered the option of taking another tour considered suitable for you or a full refund. If during a tour the Tour Leader considers you should not participate further he/she may direct you not to continue and you must follow the Tour Leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances. Planet Earth Adventures reserves the right (at any time) to change the nominated Tour Leader for any tour. If this happens, Planet Earth Adventures will try to ensure that the alternative Tour Leader has expertise commensurate with that of the nominated Tour Leader. Any such change by Planet Earth Adventures will not give rise, for any reason, for you to cancel the tour and/or claim any expenses, loss or damage from Planet Earth Adventures which may be suffered in any manner whatsoever.

6. INSURANCE

We strongly recommend that you purchase trip cancellation/interruption insurance to protect your travel investment at the time of booking your reservation. This coverage will offset cancellation charges in the event of illness before or during the trip. Trip cancellation/interruption and baggage insurance is available at a supplemental cost. Details can be found in our website under "*Insure my Trip*". Tours generally take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Where necessary, evacuation can be prolonged, difficult and expensive. Medical and evacuation expenses will be the responsibility of the participant. For some trips, we require that you obtain enhanced medical insurance covering aircraft evacuation costs in the event of a medical emergency. Evacuation insurance is mandatory on some of the tours. Trip members are responsible for purchasing insurance and showing proof of such to Planet Earth Adventures. Personal travel insurance is not included in the tour price. Planet Earth Adventures strongly recommends that you take out travel insurance including cancellation insurance upon booking your trip.

7. DELAY, CANCELLATION, OR CHANGE OF ITINERARY

Planet Earth Adventures reserves the right to cancel any tour prior to departure (including, but not limited to by reason of too few people booking on any tour) in which case participants will be given a full refund. However, you will not be entitled to make any further claim for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, airport and airline taxes). If Planet Earth Adventures cancels any tour as result

of the issuance of a travel warning (from any statutory or regulatory body) then Planet Earth Adventures will provide a refund to participants less the deposit and any third party costs directly or indirectly incurred by Planet Earth Adventures in relation to any pre-payments made by Planet Earth Adventures for the particular tour affected. If the travel warning occurs within 30 days of the date of departure, there will be no refund. Travel insurance may compensate you depending on the circumstances.

8. ROUTE CHANGES/POSTPONEMENT OR DELAY

Planet Earth Adventures may for any reason change the date of departure or the conclusion of the tour, or it is possible that a route change, postponement or delay (either in relation to departure or to the duration of the tour) may become necessary due to inclement weather, political restrictions or any other cause. In the event of a change, postponement or delay, participants have no right to refund of the tour price (in whole or in part) or other compensation for any injury, loss or damage.

9. AIRLINE

This brochure, the Booking Form, and these Terms and Conditions of Contract are not issued on behalf of, and do not commit, any airline whose services are used or proposed to be used in the course of the tour.

10. TOUR PRICES

Tour prices are based on ground costs, airfares and exchange rates at the time of printing this brochure. Planet Earth Adventures tries its utmost not to increase tour prices (in full or in part). However sometimes increases are outside of its control. Planet Earth Adventures reserves the right to increase tour prices (or any part) without notice at any time before and including the departure date to reflect increases in costs for reasons outside Planet Earth Adventures' control including, but not limited to: exchange rate fluctuations, increased fuel costs, airfares, airport charges, or increases in ground operator service fees. Any increase in tour prices must be paid for prior to the departure date.

11. EXCLUSIONS FROM THE TOUR PRICE

The following items are excluded from the tour price:

- a) Visa, passport and vaccination charges.
- b) Departure, airport and airline taxes.
- c) Extra meals not included in the itinerary.
- d) Laundry, postage, personal clothing, medical expenses, personal travel insurance and items of a personal nature.
- e) Emergency evacuation charges.
- f) Tips and excess baggage charges.

12. RESPONSIBILITY/ WAIVER OF LIABILITY

Payment of my deposit represents my acceptance of the terms and conditions herein. To the extent permitted by law, I waive any and all claims I may now and in the future have against, and release from all liability, and agree not to sue, Planet Earth Adventures, LLC and its officers, employees, guides, agents or representatives (collectively its staff), or the various Land Management Authorities who grant the license to operate the tour (the licensor), for any injury, loss, expense or damage sustained by me resulting from or in relation to my participation in the tour with Planet Earth Adventures due to any cause whatsoever, including, without limitation, negligence on the part of Planet Earth Adventures, its staff, or the licensor. I HEREBY RELEASE AND DISCHARGE PLANET EARTH ADVENTURES, LLC AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION I am aware that, except where Planet Earth Adventures operates

as the service provider, Planet Earth Adventures acts only as agent for the owners, contractors and suppliers providing bus services, hotel accommodations, activities and all other travel related services. Planet Earth Adventures assumes no responsibility and will not be liable for any injury, loss, expense or damage (either direct or consequential) resulting from or in relation to such services. I accept all the usual and inherent dangers and risks of the proposed tour and the possibility of personal injury, death, property damage, or loss resulting from those dangers and risks. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the dangers and risks which may be incurred by travel and activities beyond the safety of life at home or at work, and those dangers and risks contribute to such enjoyment and excitement, being a reason for my participation. These risks and dangers include but are not limited to: physical exertion which I may not be prepared for; extreme weather; remoteness from medical services and evacuation facilities; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance that are not operated/maintained to standards common in the U.S.; high altitude, adequacy of medical attention; consumption of alcoholic beverages. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH. I acknowledge and agree that if I suffer any illness, Planet Earth Adventures can, at my cost, arrange such medical treatment and emergency evacuation as it or its staff deems necessary for my health, safety or both. I also acknowledge and confirm that:

- a) I am not relying on any representations by Planet Earth Adventures, its staff, or any other inducement or coercion to participate in this tour; hence I choose to participate of my own free will;
 - b) I am over 18 years of age.
 - c) I have read and understood these Terms and Conditions of Contract, the Booking Form and agree that their provisions will be binding on me and my heirs, next of kin, executors, administrators, all minors under the age of 18 traveling with me, and their successors.
 - d) It is my intention to fully assume all the risk of travel and to release Planet Earth Adventures from any and all liabilities to the maximum extent permitted by law.
- If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

13. GOVERNING LAW

The Terms and Conditions of Contract are governed by the law of Georgia. In the event of a legal dispute, I consent to the following conditions:

- a) The dispute of any claim or cause of action against the Company shall be the state or federal courts located in Gwinnett County, Georgia, United States of America, only.
- b) The dispute will be governed by Georgia law.
- c) The maximum recovery will be the land cost of my trip with Planet Earth Adventures.

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