

## Participant's Agreement

Your submission of our Registration Form will signify your agreement with the following terms and conditions.

### Introduction:

These are the terms and conditions applicable to the tour packages provided by Immersion Journeys LLC through Giving Journeys LLC (collectively "Immersion Journeys", "we", "us" and "our"). The terms "client" "you" and "your" refer to each person who purchases and/or uses a tour package provided by Immersion Journeys through Giving Journeys LLC.

### Benefits of Tour Packages:

Our tour packages offer services of a professional tour guide, accommodations, meals as outlined in the itinerary, transportation as specified in the itinerary and excursions and tours as outlined in the itinerary.

Immersion Journeys may, from time to time, offer you optional services or benefits. By using those services and/or benefits when they become available, you agree to be bound by any supplemental terms applicable to those services or benefits. We will send final documents and tickets by overnight or registered mail approximately two (2) weeks prior to the start of the tour.

### Rates and Exclusions:

The rates and charges for tour participation are those established at the time the tour is booked with Giving Journeys LLC. We reserve the right to increase tour prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. Published rates and charges are typically "per person," based upon double occupancy with en suite bath (unless otherwise stated). Single rooms are subject to a single room supplemental charges which are stated in the proposal. Expenses and terms not specifically identified in the applicable Immersion Journeys produced quotation are not covered. These include any paperwork or charges associated with: passports, visas, immunization, meals other than those specified, optional excursions, trip protection coverage, alcoholic beverages (beer, wine and liquor), all beverages excluding those provided in Immersion Journeys vehicles, telephone calls, room service, laundry, personal items, baggage handling, international airfare unless otherwise stated, gratuities and transportation to or from any departure gateway and any other costs that might be incurred not stated in tour package. 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.

Payment. We accept the following forms of payment: major credit cards, bank transfer or checks drawn on a U.S. Bank. Credit cards will incur a service fee of 3-5% paid by the client.

You must promptly pay the following fees and charges for participation.

**Airfare:** Full payment per person is due in order to purchase airline tickets. Airline cancellation policy shall apply. Discounted airfare quote (if available) is subject to purchase of ground package.

**Ground Package:** A deposit of \$1,000 per person per tour is required immediately to secure the tour and services. This amount may vary depending on the destination, accommodations and services.

Balance: The balance of the tour price is due 60 days before departure.

Revisions:

A fee of \$125 per booking for each change made sixty (60) days or more prior to the start of the tour. The cancellation fees set forth below apply to changes made less than sixty (60) days prior to the start of the tour.

Cancellation by You:

We must receive your cancellation notice in writing by email, fax, or overnight courier, and your cancellation date will be the date on which we receive your notice. Simultaneously with your notice, you must pay the following cancellation charge based upon the amount of notice provided. In addition, airline cancellation policies shall apply for cancelled tours involving air transportation:

Penalty Number of Days of Advance Written Notice

\$650 per person Sixty-one (61) or more

50 percent (50%) Between twenty-one (21) and sixty (60)

One hundred percent (100%) Less than twenty-one (21)

There is no refund for unused portions of a tour once it has commenced, and you are solely responsible for costs incurred by you due to missed, canceled or delayed transportation. Your decision not to participate on the tour due to State Department warnings, fear of travel, illness or 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 departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future tour, but you may join the tour late if you wish.

Insurance:

Giving Journeys and Immersion Journeys requires that you purchase medical insurance and recommends that you purchase trip cancellation and baggage insurance to cover penalties and cancellation charges. Please read paragraph on Travel Insurance in the itinerary or contact Giving Journeys if you wish to purchase such insurance. However, any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

Cancellation or Substitution by Us:

We will make commercially reasonable efforts to keep the itinerary as it has been published; however, the final itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the itinerary. If a tour is cancelled, our liability is limited to a full refund of your payments, and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond our control, a tour

in progress must be interrupted or cancelled, we will refund a portion of the price depending on our actual costs incurred.

#### Airfares:

Airlines and airfares included in any brochure are subject to change without notice. Please check with Immersion Journeys or your travel agent for conditions applicable to your airline ticket. Even after you have paid, tours with scheduled air transportation within or from the United States are subject to supplemental price increases that may be imposed by the supplier and/or government. You hereby consent to any such price increase. We will not change your requested seat assignments on commercial aircraft without permission. However, airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and often clients are not made aware of these changes until they arrive at the airport. We are not responsible for seat assignment changes made by the airline. Frequent flyer programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs.

#### Passports and Visas:

International travel requires a passport valid 6 months beyond your intended return travel date. In many 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. Please speak with us if you are unsure about the visa requirements for your travel destination, but you are solely responsible for complying with passport and visa requirements.

#### Security and Safety:

We are strongly committed to protecting your security and well-being. However, travel, safaris and sightseeing endeavours are inherently dangerous activities. Immersion Journeys strongly recommends that you exercise extreme caution when participating in tour events. Parts of your tour may involve high altitudes, hiking, cycling and/or driving over rough and dusty terrain.

All tour participants booking with Immersion Journeys through Giving Journeys certify that they are in good health, fit to travel and have no specific medical problems. It is the responsibility of each tour participant to obtain health and medical certificates, inoculations and vaccinations. Any physical disability that may require special attention or treatment must be reported in writing at the time your reservation is made. Passage may be refused to any person whose state of health or physical conditions render them, in the opinion of the tour company or its suppliers, unfit. Children under sixteen (16) years of age must be supervised by parent(s) or guardian(s) who will bear ultimate responsibility of their actions. Immersion Journeys recommends that you purchase insurance to cover medical expenses, trip cancellation and interruption, and loss of baggage. Please contact Giving Journeys for further details.

#### Information:

Information that Immersion Journeys publishes in its brochures, collateral material and on its web site is believed to be accurate and reliable. Immersion Journeys makes no representations or warranties regarding such information or any information provided by a third party. Unless expressly stated in writing, Immersion Journeys does not endorse the products or services offered by any company or

person identified in its brochures, collateral material or web site, nor is Immersion Journeys responsible for any content published by a third party.

#### Vendor Acts or Omissions:

We act only in the capacity of agent for the suppliers of the travel services named in your itinerary or otherwise providing services or goods in connection with the tour (the "Vendors"), such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any act or omission of any of the Vendors or airlines providing flights to or from your tour.

#### Travelers Needing Special Assistance:

We will make reasonable efforts to accommodate the needs of our travellers; however, travellers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveller's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travellers with special needs for ordinary daily activities, such as walking, dining, etc. and other special needs. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

#### Medical Proxy:

If you are unable to authorize your own medical attention and treatment, you authorize Immersion Journeys or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Immersion Journeys from any liability for medical attention authorized by them, their subcontractors or agents on your behalf. Giving Journeys and Immersion Journeys assumes no liability regarding provision of medical care or evacuation services. Any of our staff or subcontractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a good Samaritan.

#### Conduct During the Tour:

You are also responsible for respecting the authority and following the directions of the tour guide and the laws of the countries in your itinerary. We may exclude you from participating in all or any part of the tour if, in our sole discretion, your condition or behavior renders you unfit for the tour or unfit for continuation once the tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of tour services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the tour. Should you decide not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods.

#### Limitation of Liability and Damages:

In no event will we be liable for any injury, loss, claim, damage, or any special, punitive, exemplary, direct, indirect, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability, or otherwise, that arise out of or are in any way connected with the tour, even if advised of the possibility of such damages. In no event will our aggregate liability exceed the total tour price set forth in the itinerary.

Force Majeure: We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the tour, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. You understand that health care standards, facilities, and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or [www.travel.state.gov](http://www.travel.state.gov), and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel).

Indemnification:

You shall indemnify, defend and hold harmless Giving Journeys and Immersion Journeys and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with these terms conditions.

Miscellaneous:

Immersion Journeys may assign its rights and/or delegate all or a portion of its duties under these Terms and Conditions to any third party at any time without the consent or permission of any parties to these Terms and Conditions. If there is a conflict between these Terms and Conditions and one or more terms contained in another agreement between you and Immersion Journeys, these Terms and Conditions will control. No alteration, cancellation, variation of, or addition to these terms and conditions shall be of any force or effect unless reduced to writing and signed by Immersion Journeys and the Client. If there is a conflict between any part of these terms and conditions and any present or future law, the part that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Any controversy or claim arising out of or relating to these Terms and Conditions, to the limits on Immersion Journeys responsibility clause, to the brochure, to the proposal, to any information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, shall be settled solely and exclusively by binding arbitration in the State of New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that (a) in lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means, (b) arbitration is the exclusive forum for dispute resolution (no court actions), and (c) except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees. You agree to present any claims against us within 90 days after the tour ends and to file any arbitration request within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year.

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original.

**ASSUMPTION OF RISK AND RELEASE:**

You understand and acknowledge that, if you participate in activities during your trip, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping, and terrorist activities; Tour activities that may involve increased risks including, but not limited to, gorilla trekking and walking safaris; dangers and risks inherent in activities in underdeveloped countries; dangers of local law enforcement activity; attacks or bites by animals, pests, or insects; quarantine; epidemics; injury or death while on activities sponsored by lodging facilities or third parties; sickness; lack of appropriate medical care; or criminal activity.

YOU DO HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH YOUR TRIP OR PARTICIPATION IN ANY ACTIVITIES IN WHICH YOU PARTICIPATE.

By submitting my deposit of \$1,000 I am registering for the Giving Journeys Kilimanjaro travel program, and have read and agreed to the terms & conditions. I understand that mountaineering can be physically challenging and may expose me to dangers and risks of personal injury or death that cannot be anticipated or prevented. I assume the known safety risks posed by the trek and related activities, including training. I also agree to be in good physical shape and can walk without a walking aid or wheelchair. I am also taking responsibility for purchasing my own mandatory supplemental travel insurance including medical evacuation in order to participate in this travel program.