

## LIABILITY RELEASE

*This Agreement (Registration Form, Payment Form, Liability Release and Booking Terms and Conditions) is important. The Agreement includes terms and conditions and releases Knowmad Adventures, Inc. ("Knowmad Adventures"), from liability.*

### RELEASE FROM LIABILITY

Knowmad Adventures is defined to include its employees, shareholders, subsidiaries, affiliates, officers, directors, representatives and agents. It does not own or operate any entity which provides goods or services for the trip described on the Registration Form ("Trip") including, for example, lodging facilities, bus, plane, train, kayak, yacht or other transportation companies or devices, food service providers, equipment suppliers, etc. All such persons and entities are independent contractors ("Independent Contractors"). For myself and for all Authorized Travelers, I understand and agree that, neither Knowmad Adventures nor any Independent Contractor is liable for any act or omission arising out of or in connection with the Trip or this Agreement, including without limitation injury, loss, or damage to person or property, illness,

death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, condition of transportation, dangers incident to recreational activities such as swimming, kayaking, canoeing, rafting, hiking, horseback riding, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause. For myself and for the Authorized Travelers, I release and hold harmless Knowmad Adventures and Independent Contractors from any and all claims and demands, including attorney's fees arising out of or in connection with the Trip or this Agreement and assume all risk thereof.

### PHOTOGRAPHY

For myself and on behalf of the Authorized Travelers, I grant Knowmad Adventures permission to take photographs and/or video ("Images") of me and the Authorized Travelers and irrevocably grant permission to Knowmad Adventures, its agents and representatives to use such Images and/or narrative for promotional or commercial purposes without review, payment or any compensation to participant.

### ASSUMPTION OF RISK

For myself and on behalf of the Authorized Travelers, I am aware that adventure travel such as that I am and the Authorized Travelers are undertaking involves hazardous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, the acts or omissions of Knowmad Adventures, or other persons and companies known or unknown, or by conduct of third parties; that weather conditions may be severe, adverse and/or unpleasant and that medical services or facilities may not be readily available or accessible during some or all of

the time during the Trip. In order to participate in this adventure travel trip, for myself and on behalf of the Authorized Travelers, I understand that participation in the Trip is voluntary and knowingly accept and assume full responsibility for any and all risks of illness, injury or death and release and hold harmless Knowmad Adventures, and any Independent Contractors.

### ARBITRATION

I agree that in the unlikely event of any dispute concerning, relating, or referring to this Agreement, the brochure, knowmadadventures.com or any other literature concerning my Trip, or the Trip itself shall be resolved exclusively by binding arbitration in Minneapolis, Minnesota according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Minnesota law. Should any part of this Agreement be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

## BOOKING TERMS & CONDITIONS

### WHAT YOUR TRIP INCLUDES

- Pre-Trip services
- Expert leadership and guiding
- Accommodations as indicated in detailed itinerary and based on double occupancy
- Local excursions as indicated
- Airport transfers as indicated in detailed itinerary
- Backcountry field arrangements as necessary
- Some equipment for adventure excursions
- Ground transportation and support vehicles
- Additional guides and porters as needed
- Entrance fees and permits
- Alcohol as indicated on select itineraries
- All meals as indicated in detailed itinerary (B-breakfast, L-lunch, D-dinner)

Each Trip varies slightly, so call 1 877 616 8747 to speak with us or refer to your Trip itinerary.

### WHAT ISN'T INCLUDED

- International and domestic airfare unless otherwise indicated (our travel experts can help you arrange your flights through a third party flight provider, but airfare is a separate cost)
- Visa, passport, departure/arrival and excess baggage fees
- Trip insurance
- Medical Insurance
- Activities denoted by an asterisk and listed as optional
- Personal items

### SINGLE SUPPLEMENT

Accommodations are based on double occupancy. If you prefer single accommodations you must pay a single supplement fee, which is listed in the Trip itinerary. If you are traveling alone and wish to share accommodations, we will try our best to find you a roommate of the same gender. Should no one be available at the time you

register, the Single Supplement is payable and you will be invoiced accordingly. If a roommate is found prior to departure, this fee will be refunded.

### BOOKING & PAYMENT SCHEDULE

A 30% deposit, along with the signed and completed Registration Forms will reserve your Trip.

#### Payment Schedule as Follows:

Time of reservation.....30% Deposit  
45 days prior to departure.....Balance

Deposit amounts and payment schedules may vary because of additional requirements of local lodges, cruises, etc. Specific deposit amounts and payment schedule outlined on your Trip proposal documents, sometimes called itinerary or detailed itinerary, supersede all other general information. Payment can be made in the form of credit card, cash, check, money order or bank transfer. If your Trip departure is within 45 days of booking, full

payment is due to confirm. If your Trip departs within 15 days of booking, full payment is required by credit card.

### CHANGES BY TRIP PARTICIPANTS

Knowmad Adventures does its best to accommodate all post-confirmation itinerary changes requested by the Trip Participants, however, due to the limited availability of accommodations and other itinerary constraints we cannot promise to fulfill every request. Itinerary changes requested by the Trip Participants post-confirmation are subject to a non-refundable administration fee of up to \$250. We cannot accept changes requested by Trip Participants within 14 days of the trip start date. This includes, without limitation, booking additional accommodations, transfers, or excursions.

### CANCELLATIONS & REFUNDS

Upon receipt of written notice that you must cancel your Trip, the following fees will apply

## ADDITIONAL BOOKING TERMS & CONDITIONS

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based on the Knowmad Adventures Trip Cost per person/per Trip (all dates are from departure date):

Days Prior to Departure..... Processing Fee

From time of reservation until final payment due date.....Deposit

After final payment due date.....100% of Knowmad Adventures Trip Cost

Please note that some trips carry a different cancellation schedule which will be included in your Trip proposal documents, in which case, that cancellation policy supersedes the information above. You are strongly advised to purchase cancellation insurance at the time of booking, which may cover cancellation charges in certain circumstances. Payments due at the time of cancellation remain your responsibility. Knowmad Adventures cancellation policy supersedes that of its Independent Contractors.

### UNUSED SERVICES

No partial refunds will be made for unused services including hotel rooms, air or land transport, trekking or excursion days, or other sight-seeing excursions.

### PRICES, SURCHARGES & BROCHURE VALIDITY

As we publish our prices more than a year in advance, we may occasionally be faced with cost increases due to factors over which we have no control. As such, Knowmad Adventures reserves the right to impose surcharges or price increases, for reasons including unfavorable exchange rates, increases in transport costs, taxes, increases in the cost of services, or if government action should require. If any surcharge results in an increase of more than 10% of the Trip cost excluding insurance premiums, you may cancel the Trip booking within 14 days of notification of the surcharge and obtain a full refund. Prices and dates on the website are only indicative. Trip proposal documents will control.

### MEDICAL & HEALTH

Good physical and mental health is essential for the enjoyment of Trips. By forwarding the deposit, you certify that you and the Authorized Travelers do not have any physical

or other conditions that would create a hazard for you, the Authorized Travelers or other persons. Medical conditions will not be considered as exceptions to the cancellation policy.

### FLEXIBILITY

Trip itineraries as stated for each tour are simply an indication of each Trip's events and what the group may realize, and are not a contractual obligation. For yourself and on behalf of the Authorized Travelers, you acknowledge that the nature of this type of travel requires significant flexibility and should allow for changes and agree that the amenities, type of transport, route, schedule, and itinerary may change without prior notice due to events or local circumstances, which may include but are not limited to mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing issues and other unforeseeable events.

### CHANGES BY KNOWMAD ADVENTURES

Knowmad Adventures does its best to operate all Trips as advertised, however reasonable changes may be made to itineraries where considered necessary. Knowmad Adventures reserves the right to change any of the services and facilities described in the Trip descriptions before a booking is made. If such a change is made, you will be informed at the time of booking. If Knowmad Adventures makes a major change (a major change is defined as one that affects one or more days in a five day itinerary) after you have booked, we will notify you as soon as reasonably possible if there is time before the departure. If the major change is due to force majeure or unforeseen circumstance, no refund or compensation is payable.

### RESPONSIBILITIES OF TRIP PARTICIPANTS

Trip participants have certain responsibilities to Knowmad Adventures and other Trip participants. You and the Authorized Travelers must at all times comply with the laws, customs, foreign exchange and drug regulations of the countries visited. At all times the decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well being of the group or individual travelers. Should you or any Authorized Traveler fail to comply with the above or jeopardize the well being of others or the group, then the local guide or

local supplier may order you or Authorized Travelers to leave the Trip without recourse to any refund.

### TRAVEL DOCUMENTS

You are responsible for obtaining and possession of a valid passport and all visas, permits, and vaccination certificates and other documents or immunizations required for the entire Trip. Any information or advice given by Knowmad Adventures on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility or liability on the part of Knowmad Adventures.

### CLAIMS & COMPLAINTS

If you or an Authorized Traveler has a complaint against Knowmad Adventures or any service provided, you must first inform the local guide/supplier while on the Trip so that the guide/supplier can attempt to rectify the issue.

### INSURANCE

It is your responsibility and that of your Authorized Travelers to obtain insurance that covers you and the Authorized Travelers. Insurance must cover at a minimum, personal accident, medical expenses, air ambulance, evacuation, loss of effects, repatriation costs and all other expenses which may arise as a result of loss, damage, injury, delay, or inconvenience to you or the Authorized Travelers. All Trip participants must have travel related medical insurance. When travel insurance is arranged by Knowmad Adventures, you and you're authorized Travelers acknowledge satisfaction with the levels of insurance arranged by us. The price of the Trip does not include any insurance. When obtaining travel insurance from a source other than that recommended by Knowmad Adventures, you should make certain that the insurer is aware of the type of travel that the Trip includes. Cancellation insurance is also highly recommended but not required (ask us about supplemental insurance). If you choose to decline this protection, you are assuming any financial loss with your travel arrangements.

### AIRLINES & FLIGHTS

All arrangements with Independent Contractors, including airline carriers, whether made by you, or by or with assistance from

Knowmad Adventures for your convenience, are at your risk. Knowmad Adventures disclaims all liability for loss or damage of every kind and nature, including without limitation financial loss incurred for flights that do not align with the Trip itinerary, cancelled flights or seats or changed flight itineraries. You cannot cancel the Trip without penalty due to a change of airline, aircraft type or destination. Knowmad Adventure is not responsible for any airline penalties or fees resulting from changes or Trip cancellation. If due to unforeseen circumstances your Trip should be delayed or cancelled, please bear in mind that many airfares have major restrictions and in many cases are nonrefundable; may only be valid on the carrier listed (i.e., non-endorseable); may require advance purchase; may only be valid for specific travel dates or times; and/or may involve traveling by an inconvenient route.

### CONTRACT

To book the Trip, you must complete and sign the Agreement (either on behalf of all Authorized Travelers if you are authorized to do so, or each Authorized Traveler must individually sign the Agreement), and pay the required fees. You and all Authorized Travelers will be bound by the terms and conditions of the Agreement. All bookings are made with Knowmad Adventures, Inc., for the trips described in the Knowmad Adventures brochure and website. Only an officer of Knowmad Adventures, Inc. may vary the terms of the Agreement.