Naturalist Journeys, LLC Conditions, Responsibilities, & Assumption of Risk

Completion of this Registration Form and receipt of your deposit, acknowledgement of space available by a Naturalist Journeys Travel Planner, 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 funds the intricate work required to ensure that all aspects of your 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 but 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 our partners around the globe — our guides, lodges, and transport services who are involved in tour services.

Required Deposits for Tours, Extensions & Other Travel Services

a) $**750 per person** for travel in mainland USA, Canada, and Mexico excluding tours labeled as Special Departures.

b) **$1000 per person** for travel in Alaska, Hawaii, Europe, Central America, Trinidad & Tobago and the Caribbean, excluding tours labeled as Special Departures.

c) **$1500 per person** for travel in South America, and tours labeled as Special Departures, excluding Cruises and Safaris.

d) **$2000 per person** for travel in Africa, Asia, Australia, New Zealand, Oceania. Deposits for these categories are higher because all or a portion of your deposit must be paid immediately to operators or specialty lodges to hold space, and travel logistics may involve internal flights that may not be refundable. These deposits will be subject to additional cancellation penalties beyond the administrative fee.

e) **20% per person** for all travel on a Cruise. Deposits for these categories are higher because all or a portion of your deposit must be paid immediately to operators or specialty lodges to hold space, and travel logistics may involve internal flights that may not be refundable. These deposits will be subject to additional cancellation penalties beyond the administrative fee.

f) **$250 per person** for Pre-or-Post Tour Extensions if over 3 nights.

g) Cruises and Safaris 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 or safari

itinerary for further detail.

Balance of Payment Schedule:

- 120 days prior to departure for tours with deposits of $750-$1500

- An interim payment of 50% is due 160 days prior to departure for tours with deposits of $2000 or higher. With the remaining balance of payment due in full 120 days prior to departure.

- Payment in full is required for all tours when booking within 120 days prior to departure according to tour or travel service type detailed above. On tours with interim payment at 160 days, the deposit and interim payment will be due if booking within 160 days.

All check payments shall be made to
Naturalist Journeys
P.O. Box 41524, Tucson, AZ 85717

Deposit Penalty

Deposits become non-refundable and non-transferable on the date that final payment is due. Prior to that date (120 days based on category) deposits are refundable less a $250 per person administrative fee and any non-refundable operator expenses (examples: internal flights, gorilla permits, etc.). Prior to that date there will be a $100 penalty if your deposit is held as credit or transferred to the same or another tour up to 18 months from the date of cancellation or to the same PVT within 12 months of the cancellation.

Cancellation Policy - When You Cancel Services:

Cancellation for a Tour, PVT, Cruise, Safari or Specialty Departure must be made in writing.

If cancellation is made in writing more than 121 / 161 days according to the deposit stipulations stated above, your deposit will be refunded less a $250 per person administrative fee, non-refundable operator expenses, and associated payment handling fee of 3% if applicable. There is a $100 penalty if you opt to hold your deposit as credit, or move your deposit to another tour upon cancellation at this time frame, up to 18 months; non-refundable operator expenses can not be moved to another tour.

Please note that Cruise, Safari, and Special Departure deposits are subject to terms and conditions of the cruise or safari company or specialty lodges we contract with. These are primary over Naturalist Journeys terms and conditions and may be fully non-refundable.

Upon final payment for travel at 120 days, or interim payment at 160 days, according to the deposit stipulations stated above, all tour payments and travel fees are no longer refundable. We strongly recommend that you cover your investment with trip insurance. Once the final payment due date is reached there is NO REFUND FOR ANY REASON. Your space may be transferable to another person that you designate in the same room type booked, less any reservations such as in-country air made for a specific person, up until 61 days prior to departure.

In the unusual circumstances that we reach an interim or final payment due date and the tour is not yet confirmed with the minimum number of people, we will notify you that the tour status is a 30-day decision delay, which means that your tour remains in the status of pending confirmation. Only one 30- day extension will occur, and all efforts will be made to confirm the tour on or before the end of this 30- day extension. You

are not at risk of a penalty until services are confirmed. A 160-day category delay will extend to 120 days, 120-day category delay will extend to 90 days, and a 90-day category delay (US and Canada only) will extend to 60 days at which time a final tour decision will be made. If you prefer to cancel upon notice of a 30-day decision delay, your deposit will be refunded less a $250 administrative fee or there will be no penalty if your deposit is transferred to the same or another tour with within 18 months or to the same PVT within 12 months of your cancellation date.

NO REFUND will be made for lost nights or services due to flight delays or cancellation, including weather delays.

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.

NO REFUND will be made for any unused portion of the tour or for "no shows". This policy

and fee schedule also applies to pre- and post- tour extensions.

Cruise and Special Departure deposits and final payments are subject to the terms and conditions of the cruise company and/or specialty lodges we contract with and may be fully non-refundable, regardless of the payment schedule above. These terms and conditions are primary over those of Naturalist Journeys.

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 Allianz, or your insurance provider, for questions. Our agency identification number with Allianz is F028775.

Click here for a quote and to book: Allianz Travel Insurance.

Cancellation Policy if We Cancel Services

If we are unable to confirm the tour after a 30-day extension (rare) you may receive a full refund or apply all funds to another journey of your choice. If a tour must be canceled or rescheduled due to circumstances beyond our control, such as a natural disaster, disease outbreak, global pandemic, warfare, or other circumstances considered to be an Act of God/Force Majeure, you will be given options for reimbursement or rescheduling based on the timing of this situation and whether we can retrieve full funds or credit for services paid to vendors. We will always provide reschedule options.

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 Naturalist Journeys and/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 participant becomes sick while on tour, participant may be asked to seek local medical help and to isolate from the group until participant is 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, illness, 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, illness, 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.

USD Exchange Rate Adjustment

All pricing is based on the exchange rate at the time of Naturalist Journeys' booking with the operator in the country of origin for a given tour. We monitor currency fluctuations closely and will absorb exchange rate changes of up to 4% for tours priced at $10,000 or less, and up to 3% for higher-priced tours. If the exchange rate changes by 5% or more between the time the tour is posted on the website and your final payment, we will notify you if a surcharge is required to make adjustment.

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, skindiving, and scuba diving, bird watching, wildlife viewing, and photography, accidents or illnesses, and acts of nature including weather, wildlife, man or God. Nothing in this Acknowledgement and Assumption of Risk and Release and Indemnity Agreement shall be interpreted as the participant releasing Naturalist Journeys from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by Naturalist Journeys negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Naturalist Journeys judgments and decisions, or Naturalist Journeys failure to take reasonable precautions to ensure it provides defect-free equipment.

Waiver and Release of Liability

Nothing in this Acknowledgement and Assumption of Risk and Release and Indemnity Agreement shall be interpreted as the participant releasing Naturalist Journeys from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by Naturalist Journeys negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Naturalist Journeys judgments and decisions, or Naturalist Journeys failure to take reasonable precautions to ensure it provides defect-free equipment.

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, illness, 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, injuries or illness or any claim or demand on account of injury or illness 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 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 by a Naturalist Journeys Travel Planner will secure your space on a Guided Group Tour, or Relaxing Lodge Stay.

COVID-19

Naturalist Journeys will no longer ask for proof of vaccination status as a requirement to travel with Naturalist Journeys on tours that start on or after September 1, 2023. We will continue to strongly recommend

that all travelers take the highest level of precaution and keep their vaccination and boosters current, and protect themselves with travel insurance that includes coverage for COVID-19, as well as other injury or illness. As of February 16, 2024, Naturalist Journeys will no longer require quarantining due to COVID-19. Participants are still being asked to bring masks. When a participant exhibits symptoms of COVID or other transmittable illnesses, they will be asked by their guide to wear a mask until symptoms subside. This is out of courtesy to the group and their health. If a client shows symptoms on a tour, your guide may ask you to test for COVID. If a client is positive for COVID 19, the guide will manage the decision on the ground as he or she sees best; this may include asking the sick client to pay for a private transport, wear a mask, etc. These decisions are the guide's to make at the time of the event.

Our terms and conditions have been revised as of March 31, 2025. Completed Registrations prior to that date will keep their original terms.