



## ***Terms and Conditions***

### ***1. Reservations and Payments***

Submit Earthbound Adventures Trip Reservation Form online or print and mail/fax the form to our office. A 50% deposit per person per trip (payable by credit card or check) is required to make a reservation. You can make your deposit securely through our website or by calling 1-800-454-7554. Your space is not confirmed until we have receipt of your Trip Reservation Form.

Private adventures a \$200 deposit is required in all tours; All customized adventures require a \$700.00-2,000.00 per person deposit according to trip length and destination among other factors. Deposits and balance payments may be made by MasterCard, Visa, Discover and American Express, money order or personal check payable in US dollars to Earthbound Adventures, Inc.

Final balance is due 90 days prior to departure. Trip balance for private trips, cruises or special departures may be due 120 days or more in advance. The exact due date will be indicated on the detailed itinerary for the trip. Full payment is due at the time of booking for reservations made less than 90 days in advance. Airfare is due at the time that tickets are issued (type of payment accepted is determined by the airline). All air and land costs are quoted in US dollars per person. If your balance is not received when due, Earthbound Adventures (EARTHBOUND ADVENTURES) will treat your reservation as canceled and apply the appropriate cancellation fee(s).

Travel Agency bookings are welcome (agents, please visit the Travel Agents pages on the website or request a copy of our Sales Policies).

### ***2. Rush Service***

EARTHBOUND ADVENTURES releases blocked hotel and lodge rooms, cabins on cruises and air space for our scheduled departures 90 days in advance. Provided services and space are available, reservations can be accepted up to 21 days before departure. Confirmation will be made once in-country services are re-secured. To cover the extra expenses resulting from last minute reservations including but not limited to additional wire transfer fees, international communications, courier deliveries and staff overtime, a \$200 per person Rush Service Fee is payable for any reservation made 45 days or less before the departure.

### ***3. Extra Services***

We will gladly arrange extra hotel accommodations pre or post-tour, add-on services and/or extensions in conjunction with any of our trips. Requests must be submitted in writing to avoid confusion or miscommunication, and all requests must be made at least 45 days prior to departure. Your invoice will be adjusted once services are confirmed. If you must cancel any part or all of your extra services once they have been reserved, cancellation fees will be assessed according to our Cancellation Policies.

### ***4. Pre-Trip Planning***

Upon receipt of your completed Trip Reservation Form and deposit, EARTHBOUND ADVENTURES sends a booking acknowledgment letter, receipt and application for Travel Insurance. Once a departure is guaranteed to operate, each guest or family will be sent an invoice for the balance due along with a comprehensive Pre-Departure Packet including: detailed packing list(s); medical and personal information forms; suggested reading; background material on the destination; a 20-30 page manual covering subjects such as travel documents, health matters and inoculations, money exchange, security, training tips, weather considerations, cross-cultural advice, and what to expect on the trip; and maps or articles pertaining to the adventure. Participants are invited to contact us anytime prior to departure for personal

advice and assistance. EARTHBOUND ADVENTURES must have a signed and completed Trip Reservation Form on file before a Pre-Departure Packet will be sent.

### ***5. Final Trip Documents***

This packet is typically sent 2 weeks before a trip departs and generally includes: a group roster; Itinerary/ Voucher(s); in-country contact numbers; hotel addresses and telephone numbers; airline tickets if EARTHBOUND ADVENTURES issued them; document case and luggage tags; and any pre-departure updates or last minute reminders that might be useful for the program. Packets containing airline tickets are delivered via courier and require a signature to release the package. Those without airline tickets might be sent via priority mail or email. Final Trip Documents will be sent only to participants from whom EARTHBOUND ADVENTURES has received all forms and full payment.

### ***6. Services Included***

The detailed itinerary for each adventure specifies exactly what is and is not included in the land cost of your program. Please download and print the appropriate detailed itinerary for particulars on your trip. EARTHBOUND ADVENTURES is not responsible for any expense not listed as included, any that are indicated as "optional" or "on your own," or those arising from the delay or extension of a tour due to weather, political disputes, sickness, failure of public transportation, flight changes or cancellations, missed connections, or any other cause beyond our control. EARTHBOUND ADVENTURES reserves the right to substitute hotels of an equal category or similar price for those mentioned in the Trip Itinerary.

### ***7. Group Sizing and Pricing***

EARTHBOUND ADVENTURES limits space on all scheduled trips to 12 members or fewer, and prices are based on a full group. Numerous fixed costs such as ground transportation make it more expensive to operate a trip with less than a full group. Therefore, we have established a tier pricing system. Exact tier prices are listed on the detailed itinerary available for every EARTHBOUND ADVENTURES adventure. Typically 3 pricing levels are designated. Some trips can be operated with fewer guests than the stated minimum for an additional surcharge. EARTHBOUND ADVENTURES staff-in-training, travel writers, photographers, special lecturers or other invited guests are not included when determining the final group size for pricing purposes. Additionally, EARTHBOUND ADVENTURES trips are priced as a complete land tour packages including: first-class accommodations, professionally guided tours, entrance fees, most meals, airport transfers and private vehicle transportation. Refunds or credits are not given for unused hotel accommodations, meals, tours, transfers or other services for any reason. EARTHBOUND ADVENTURES does not provide an itemized trip cost breakdown; we can quote extra services based on extension packages or hotel upgrades. Trips containing only partial services are not available.

### ***8. Trip Costs***

Land Costs shown on each Trip Detail Page and on the downloadable detailed itinerary are valid for a full calendar year (Jan 1st - Dec 31st) unless otherwise indicated, are quoted in US dollars, and are subject to increase, even after a deposit is made. We may occasionally be faced with significant cost increases due to currency fluctuations, increased hotel rates, higher costs of services, holiday travel, and/or other factors over which we have no control. Faced with this situation we will do everything reasonable to avoid raising prices but give notice that it is sometimes unavoidable.

### ***9. Invoicing***

All participants are initially invoiced at the highest tier price (i.e., smallest published group size) of a program. If a larger group is achieved by the time Final Documents are sent out, a refund of the Small Group Surcharge will be issued and will be included in this packet. Refunds are issued in the same manner in which the balance payment was made.

### ***10. Single Supplement***

Trips are priced based on shared occupancy for hotels, lodges, cruise cabins and tents. Single accommodations can often be arranged for an extra cost with a limit of two on most trips due to room availability and/or camping space. If you prefer single accommodations, the single supplement is payable and space is allotted on a first-received basis. If you are traveling by yourself and wish to share with

another traveler, the first same gender, willing-to-share roommate will be assigned. If you make your deposit at least 6 months in advance and a roommate is not found, EARTHBOUND ADVENTURES will only charge you 50% of the regular single supplement fee; unless otherwise noted on Trip Profiles (not valid for Galápagos or Amazon cruises, custom trips, extensions or upgrades). If a roommate is found prior to departure, this 50% fee will be refunded in the same manner in which it was paid. In order to best accommodate your preference, we suggest you reserve your trip at least 6-8 months in advance.

### **11. Personal Equipment**

It is each guest's responsibility to be adequately outfitted for the program they select. All group members receive a detailed list of recommended clothing and personal gear for their particular trip in their Pre-Departure Packet. Catalogs and/or discount coupons from preferred suppliers may also be included and our staff is available for specific outfitting questions.

### **12. Smoking Policy**

For the safety and comfort of all EARTHBOUND ADVENTURES guests, smoking is not permitted in buses or cars, in cabins on chartered yachts or cruise ships, and at most jungle lodges, nor is smoking allowed inside tents while camping. Additionally, by park regulation there is no smoking allowed on the Galápagos Islands. Stops will be made on overland segments during which smoking will be allowed outside of the vehicle, and guests are requested to refrain from smoking at group meals.

### **13. Medical/Health Considerations**

You must be in good health to take part in any of our trips. International Adventure Travel involves outdoor and/or cultural experiences that may be physically and/or emotionally demanding. Programs frequently take place in areas where medical facilities are nonexistent and where emergency evacuation can be prolonged, difficult, expensive, or not available at all. Every trip is rated according to the difficulty of the activities, the number of nights spent camping if applicable, and the elevations that will be reached. Furthermore, to ensure your safety and enjoyment of the program, appropriate training suggestions are outlined in the Pre-Departure Packet for each adventure.

For all trips that include camping, a basic first-aid kit will be carried by the local guide. However, EARTHBOUND ADVENTURES assumes no liability regarding the contents of this kit, or with the provision of first-aid by our guides or staff, or with any medical care provided by local physicians, hospitals or emergency care facilities. Trip members are required to have a sufficient supply of personal medications and a suggested Personal Medical Kit list is included in the Pre-Departure Manual. All guests are encouraged to see a physician prior to their trip and seek advice regarding recommended medications, inoculations and/or precautions to take prior to departure. EARTHBOUND ADVENTURES is not a medical facility nor our personnel, medical professionals. Therefore we have no responsibility regarding what medications or inoculations are necessary for your safe participation in the trip you have chosen.

#### **Medical Questionnaire**

Each trip member must sign, complete and return to our office at least 60 days prior to your departure a Medical Questionnaire/Waiver outlining the conditions that could be encountered during their journey. A doctor's signature is required for all group members who are age 65 or older, for guests with a history of illness, recent injury or hospitalization or an inherent medical condition, and/or for those on programs rated Grade IV. Once you are confirmed on a trip, normal cancellation penalties will apply if your doctor does not agree to sign the Medical Questionnaire/Waiver. The form may be reviewed prior to placing a deposit on a trip.

### **14. Canceled Trips**

EARTHBOUND ADVENTURES reserves the right to cancel any trip, at any time, for any reason. In the event that a trip has fewer guests than our published minimum, group members who have already made deposits will be given alternatives that may include: operating the trip with fewer participants at a higher price; the chance to transfer to another departure or different program without penalty; or the option to receive a full refund of all monies paid to our office. The refund of payments received is the extent of our liability in this case, and refunds will be made in the same form as your payments. Trip cancellation due

to insufficient sign-up normally occurs 45-60 days prior to the scheduled departure and EARTHBOUND ADVENTURES will do everything possible to avoid canceling a tour.

Should logistical problems, political circumstances, natural disasters and/or other events and situations occur that may impede the normal operation of a tour, EARTHBOUND ADVENTURES, at its discretion, may offer an alternative adventure in a different region or country or cancel the departure. In the case a tour is canceled for reasons stated above, EARTHBOUND ADVENTURES does not guarantee recovery of any or all of the advance payments made to South America, and we highly recommend that all guests take out travel insurance to provide reimbursement in such cases.

### **15. Cancellations/Refunds**

If you must cancel your participation on a trip, for any reason, payments made to EARTHBOUND ADVENTURES will be returned, less a cancellation fee computed per person according to the schedule below based on the date our office receives written notification of your cancellation (fax and email are acceptable).

91 days or more	no fee
90-61 days prior to departure	\$1000
60-46 days prior to departure	50% of the LC
45-31 days prior to departure	70% of the LC
30 days or no-show	100% of the LC

Galápagos and Amazon Cruise Cancellations

Per person cancellation fees for all programs that incorporate a visit to the Galápagos Islands or an Amazon cruise are as follows and replace those above.

Minimum fee	\$400
120-91 days prior to departure	\$1000
90-61 days	50% of the LC
60 days or less	100% of the LC

LC=Total Land Cost per person including extensions and extra services as shown on your invoice. Excludes discounts. Cancellation fees for private trips or special departures may differ from those shown above and will be indicated on the detailed trip itinerary.

Cancellation fees apply to the entire trip cost as well as airfare if included in the land cost. If airline tickets are purchased through EARTHBOUND ADVENTURES, we will assist in making claims with the airlines for whatever refund is allowable under the terms of the fare purchased but we cannot guarantee any refund and are not liable for airline ticket refunds. The issuance of airline tickets represents an immediate transfer of funds from our office to the carrier, and refunds are paid by the airline, not EARTHBOUND ADVENTURES.

In the event that your participation on a EARTHBOUND ADVENTURES program is canceled for any reason including personal choice or insufficient participation, EARTHBOUND ADVENTURES is not responsible for any expenses you may have incurred in preparing for the trip such as non-refundable airline tickets, visa or passport fees, insurance premiums, equipment, clothing or gear costs, inoculations or doctor's fees, etc. nor is EARTHBOUND ADVENTURES responsible for the costs of additional arrangements should you have embarked prior to the group's departure.

### **16. Transfers**

You may voluntarily transfer from one EARTHBOUND ADVENTURES trip to another (limit one transfer per guest), up to 91 days before the departure date of the original tour without an additional fee. An additional deposit is required for the new trip which will be deducted on your invoice. Transfers made 90 days or closer to departure are considered a cancellation of the original trip and are subject to EARTHBOUND ADVENTURES's cancellation fees, which will be applied to the Land Cost of the original program. In the event that a trip is canceled due to insufficient participation, guests may transfer to an alternative departure or tour without a fee.

### **17. Substitutions**

On occasion a trip participant canceling may have a friend or family member willing to take their place. Substitutions of this nature are allowed up to 61 days prior to departure (91 days for Galápagos or Amazon cruises). The canceling participant must pay the minimum fee as indicated under Cancellations/Refunds or as listed in your private trip itinerary. Any remaining monies received by EARTHBOUND ADVENTURES will be refunded upon receipt of payment and the required documentation from the substituting participant. At 60 days or less (90 days for Galápagos or Amazon cruises), the person canceling faces the full cancellation fee as indicated above but the rush service fee (\$200) will be waived for the person taking their place. No substitutions are allowed 21 days or less before departure.

### **18. Travel Insurance**

We strongly recommend that all trip participants take out Travel Insurance.

### **19. Airline Reservations**

EARTHBOUND ADVENTURES trips DO NOT INCLUDE INTERNATIONAL OR IN-COUNTRY FLIGHTS (unless indicated otherwise in the trip's detailed itinerary). Trip participants may purchase international air tickets directly with the airlines, an Internet ticketing service, or other ticketing agency. EARTHBOUND ADVENTURES will provide participants with recommended arrival/departure dates and times, as well as Latin American air specialists who can assist in making air arrangements. Participants redeeming frequent flyer or award certificates must book directly with the airline. Unless advised otherwise, EARTHBOUND ADVENTURES will make all in-country air arrangements to coordinate with your adventure and invoice you accordingly (a service fee applies for all local tickets issued through EARTHBOUND ADVENTURES). It is the participant's responsibility to make sure that all international (and local flights if booked independently) coincide with the trip itinerary. Please notify our office as soon as possible if you choose to make your own in-country flight arrangements or plan to depart or arrive apart from the scheduled itinerary. Our office must receive a printout of your air schedule no later than 45 days before departure.

### **20. Limitations of Liability**

Earthbound Adventures, LLC (EARTHBOUND ADVENTURES) is a DELAWARE corporation that acts only as an agent for participants to purchase transportation, hotel accommodations, meals, tours, guides and other services in connection with its itineraries from independent suppliers and contractors who are not owned by or under the control of EARTHBOUND ADVENTURES. Participants expressly agree that EARTHBOUND ADVENTURES shall not be liable for death, personal injury or any other loss that may occur (1) due to any act or omission of any such supplier, (2) by reason of any other event over which it has no control. Each passenger conveyance, tour company, hotel, restaurant, etc. is subject to the laws of the country in which the service is rendered.

Additionally, EARTHBOUND ADVENTURES shall not be liable for: a) expenses such as hotel accommodations or additional meals not specified in the itinerary which may be required due to the participants travel arrangements, airline scheduling or schedule changes, canceled flights, missed flight connections, or by other factors not under EARTHBOUND ADVENTURES's control; or b) expenses incurred in recuperating luggage lost by the airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad. EARTHBOUND ADVENTURES reserves the right to make reasonable changes to the itinerary or activities where deemed advisable for the comfort and/or well-being of the group.

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