

PASSENGER WAIVER

For and in consideration of the mutual promises and covenants contained herein, the parties as identified below do agree as follows:

This document creates a contractual relationship between The Center for Conservation and Community d/b/a Conservancy Travel ("Conservancy Travel" or "CT") and its subsidiaries and you, the "Participant" or legal guardian if the Participant is a minor. After reading this entire agreement (the "agreement"), in order for your Trip ("tour", "journey", "program" or "expedition") reservation to be valid, you must indicate your acceptance of the terms and conditions found in this agreement by acknowledging:

Trip Price

Participant agrees to pay Conservancy Travel the designated Trip Price, the required Deposit Amount, and the balance of all monies due by the final payment due date as specified in each trip's detailed itinerary and on the order confirmation.

Trip price includes accommodations based on double occupancy, private transportation; meals, sightseeing, and airport transfers as described in the detailed itinerary; hotel taxes; cruise line fees and port charges (where applicable); entrance fees for included sightseeing; the services of an in-country tour manager; English-speaking guide(s); luggage handling for one bag per person; and gratuities as described in each Trip Price detail as included.

Not Included in The Trip Price

International airfare and baggage fees; passport fees / visa fees; Travel Insurance; items of a personal nature, laundry, communications charges; immunizations and inoculations; beverages not detailed as included, increases or additional government fees implemented after the published tour price, gratuity to Conservancy Travel Tour Manager and driver; specific items described as Not Included or Optional in the Trip Price.

Published Rates

Rates are in US dollars and based on current rates of exchange at the time of publication. Changes in tour rates are rare, and caused by extraordinary circumstances outside Conservancy Travel's control. All prices are per person and based on the Participant's purchase of the Double or Single Rate. All prices, fuel surcharges, included airfares and government levies are subject to change without prior notice and may be passed on to the Participant. Conservancy Travel reserves the right to adjust published rates according to fluctuations in exchange rates.

Single Rate

Accommodations are priced on two people sharing the cost of one room. If accommodations based on single occupancy are requested, or if you request to share a double room but we are unable to assign a suitable roommate, the single rate is applied. If a reservation changes from double occupancy to single occupancy for any reason or at any time, the single rate is applied. If you are assigned a roommate but during the operation of the trip, request to change to a single room, the pro-rated single rate is applied.

Registration and Payment: Trip price, deposit amount, final payment due date, cancellation and refund terms are based on destination vendor requirements, vary by trip and are specified in each trip's detailed itinerary and on the order confirmation.

Changes to Reservation: If a Participant makes changes to a registration after confirmation and before the final payment due date, a \$100 per person fee will be charged. If a Participant makes changes to a reservation after the final payment due date, a \$300 per person fee may be charged. Any additional fees or penalties associated with the change are the responsibility of the Participant.

Travel Protection: Travel Insurance is not included in the tour price. Participants may purchase trip insurance through any provider. Travel Insurance to cover unforeseen trip cancellation, interruptions, lost baggage, and emergency medical assistance and evacuation is strongly suggested to protect your investment in your vacation, and/or may be required by some destination countries. Upgraded CFAR "Cancel for any reason" coverage may have a limited purchase time limit. An insurance policy, when issued, shall constitute a contract only between the Participant and the insurance provider. Conservancy Travel will not intervene in any transactional issues or claim disputes between the Participant and the insurance provider.

Tour Protection Plan | Conservancy Travel (travelinsure.com)

Air Arrangements: Participants may choose to make own air arrangements, or request assistance from Conservancy Travel's Air Desk. All flight purchases are transacted between the passenger and the Air Desk service provider, whose fee schedule is independent of Conservancy Travel. All changes and/or cancellations for purchased air arrangements are the responsibility of the Participant.

Trip Cancellation by Conservancy Travel: In the rare event that a Trip is canceled by Conservancy Travel for reasons other than force majeure or extraordinary causes beyond CT's control, all monies paid to Conservancy Travel will be refunded in full including change fees on air tickets purchased from Conservancy Travel. Conservancy Travel cannot accept responsibility for any other expenses incurred in preparing for the journey, including non-refundable or non-transferable airline tickets not purchased or provided by Conservancy Travel. If a journey is canceled by Conservancy Travel for reasons of force majeure or extraordinary causes beyond Conservancy Travel's control, Conservancy Travel will make every attempt to recoup the maximum reimbursements from operators and will in turn refund all recoverable costs.

Travel Documents and Immunizations: For International Trips, Participants must be in possession of a passport valid for six months after the trip end date, and any visas required by the trip destination(s). Any permits required for the included trip activities are included in the trip price. Immunizations required or recommended for travel by a country or in-country operator are the responsibility of the Participant. Information on destination requirements and recommendations for climate, clothing, baggage, gear, and similar matters are given in good faith but without responsibility on the part of Conservancy Travel.

Health: A Participant must be in good overall health to participate in a Conservancy Travel trip. International Travel is a physically demanding activity that may involve extended air travel, time zone changes, climate and dietary conditions that differ from home and may impact Participant health. All trips require that a Participant be capable of independent personal care and physical mobility. Independent physical activities include embarking and disembarking all trip conveyances with minimal assistance; climbing stairs and stepping over raised thresholds. Other physical activity requirements as specified in the Trip detailed itinerary. Participants requiring assistance must travel with a companion who is solely responsible for providing such assistance, including but not limited to handling any personal equipment a Participant requires. Any physical or mental health condition that may require special medical attention or physical assistance must be disclosed in writing prior to registration so that Conservancy Travel may evaluate whether participation is feasible. All Participants should consult with their personal physician about the suitability of the destination and the physical requirements of their trip and must complete and return any personal information and/or medical forms required. Conservancy Travel will assist when possible with changes to travel arrangements, additional hotel nights, changes to air arrangements or removal from a trip due to undisclosed health conditions or services required due to injury or illness that occur during the trip, but any associated costs are at the Participant's expense.

Dietary Restrictions: Participant dietary restrictions must be stated in writing to Conservancy Travel prior to the final payment due date. Conservancy Travel may not be able to guarantee medically

required special diets. Some destinations are unable or unaccustomed to some dietary restrictions. Conservancy Travel will request in advance, but does not guarantee delivery of specifically catered dietary restrictions for all meals in all circumstances. Any special dietary requirements should be discussed with Conservancy Travel in advance of registration to ensure trip suitability.

TSA Secure Flight: For airline tickets to be issued in conformity with the requirements of Secure Flight which has been mandated by the U.S. Department of Homeland Security's Transportation Security Administration and implemented by the Transportation Security Administration (TSA), Participants must provide their full name exactly as it appears on their government issued passport, date of birth, and gender. Incorrect information may result in penalty fees, delays or denial when trying check in or board an air carrier. To comply with this mandate, Conservancy Travel requires a clear scan of the picture page of your valid passport prior to issuing any tickets. Any penalties imposed upon the Participant or Conservancy Travel resulting from incorrect information provided by the Participant will be the sole responsibility of the Participant. Any additional costs incurred due to delays or denial of travel resulting from incorrect information provided by the Participant are the sole responsibility of the Participant. The aforementioned mandated changes are set forth in the Secure Flight Final Rule, published in the Federal Register Volume 73, Number 209. To learn more visit www.tsa.gov/SecureFlight.

Seller of Travel

California Reg. 2156687-50; Florida Reg. F23000006372; Washington Reg. 605 355 687

Data Security: Conservancy Travel implements appropriate technical and organizational measures to protect your personal data against unauthorized access, alteration, disclosure, or destruction. However, you acknowledge that no data transmission over the internet or electronic storage is completely secure.

Limits on Conservancy Travel Responsibilities

Conservancy Travel and their affiliates, owners, members, managers, officers, agents, employees, contractors, and subcontractors (hereafter in this paragraph "Conservancy Travel") purchase transportation, hotel accommodations, restaurant services, and other services from various independent suppliers that are not subject to its control. Neither Conservancy Travel, nor any associate organization, agent, employee, member, manager, successor, assigns, contractor, or subcontractor shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment, or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of Conservancy Travel, owners, officers, agents, employees, members, managers, successors, assigns, contractors, and subcontractors, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, Conservancy Travel will not be liable for delays in departure or interruption of your trip arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle, or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion, act of God, perils of the sea, harbors, rivers, or other navigable water, act of any governmental or ruling authority, epidemic, collision, stranding, fire, any abrupt or unexpected increase in the cost of fuel or shortage of fuel, or any other cause or circumstance beyond Conservancy Travel responsibility or control. The right is reserved to substitute accommodations or modes of transportation and to make any changes in the itinerary where deemed necessary or caused by changes in air schedules. On trips of this type, it is not possible to accommodate persons with severe health problems or physical disabilities. It is the participant's, or guardian's, responsibility to judge the appropriateness of these travel activities to his or her physical capabilities; however, Conservancy Travel reserves the right to require your physician's permission for travel. Conservancy Travel takes no responsibility for special arrangements or problems incurred by participants physically unable to participate in the planned activities. No refund can be made for absence from the tour unless arrangements are made at the time of booking. The right is reserved to decline to accept or retain any person as a participant for any reason that affects the

operation of the tour or the rights and welfare or enjoyment of the other participants. Conservancy Travel will not discriminate against any individual because of race, sex, creed, or nationality. In no event will Conservancy Travel be responsible for incidental, consequential or special damage or loss suffered by any person. Conservancy Travel maximum liability, for any reason whatsoever, will be limited to the amount paid to Conservancy Travel for its services. In issuing tickets, vouchers and coupons for transportation of the purchaser by any means and arrangements made for hotel or other accommodation, Conservancy Travel is not acting as principal but only as agent for the companies, corporations, or persons providing or offering the means of transportation and accommodation. To the extent Conservancy Travel shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation.

Arbitration: Any controversy or claim arising out of or relating to this Agreement or the performance there under, including without limitation any claim related to bodily injury, property damage, or death, shall be settled by binding arbitration in Birmingham, Alabama, in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document.

Waiver of jury trial: In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

Exclusive governing law and jurisdiction: This agreement and any actions and proceedings brought hereunder shall be governed by the laws of the state of Alabama, without regard to conflicts of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this agreement shall be brought exclusively in the courts of the state of Alabama, or, if it has or can acquire jurisdiction, in the United States district court for the state of Alabama, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

Severability: The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Waiver: Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

Exclusivity: Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing, or other sales literature or activities of Conservancy Travel and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

Acknowledgment of Risk: You, or your legal guardian, understand and acknowledge that your travel in connection with and participation in the trip package arranged at your request by Conservancy Travel may involve risk and potential exposure to injury and possibly death. You also realize and acknowledge

that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, subcontractors, officers, or agents of Conservancy Travel or the negligence or participation of other participants, contractors and/or subcontractors to Conservancy Travel. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your journey.

Express Assumption of Risk and Responsibility: In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you, or your legal guardian, confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you, or your legal guardian, willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors, or subcontractors of Conservancy Travel.

Medical Care: In the event medical care becomes necessary on your journey, you may be hours or days of travel by water, porter, animal, or other non-vehicular transportation away from any medical facility. You understand and acknowledge that available medical facilities may not have the same standards of apparatus, training or certification as medical facilities in North America. Medical personnel may not speak fluent English. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your location, and that the medical facilities and attention available abroad may be limited. Decisions made by Conservancy Travel staff and/or in-country agents is based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

Release of Liability: In consideration of the services and arrangements provided by Conservancy Travel, you, or your legal guardian, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless, and agree to indemnify Conservancy Travel, and its members, managers, successors, assigns, owners, officers, directors, agents, contractors, subcontractors, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith.

You, or your legal guardian, specifically understand that you are releasing, discharging and waiving any claims or actions that you may have presently or in the future for the negligent acts or conduct of the owners, directors, officers, employees, members, managers, successors and assigns, agents, contractors, or subcontractors of Conservancy Travel.

Express waiver of any right to seek consequential, punitive or exemplary damages: Regardless of the situation or circumstances giving rise to a claim, you, or your legal guardian waive any right to seek consequential, punitive or exemplary damages against Conservancy Travel, their owners, officers, members, managers, successors and assigns, directors, agents, contractors, subcontractors, and employees, for any reason whatsoever.

Time Limit for Claims: Conservancy Travel shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the trip and any activities conducted in conjunction therewith, unless full details in writing are given to Conservancy Travel within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on Conservancy

Travel within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.

Indemnity: You agree to indemnify, hold harmless, and defend Conservancy Travel, its members, managers, successors, assigns, employees and agents against any damage, liability, suit, claim, penalty, fine, cost or expense whatsoever which arises out of your negligence or caused by your breach of these Terms and Conditions, or which results from your acts, omissions or defaults of any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other participants on the expedition.

Privacy Policy: Conservancy Travel Privacy Policy is incorporated into this agreement by reference and applies to you and your use of our website, other applications, platforms or channels, available now or created in the future, which are owned or operated by Conservancy Travel and through which we may make our programs and services available. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

In consideration of participation on my trip, my electronic acknowledgement, or that of my legal guardian, indicates that I have on the date shown, read and understood this document and I acknowledge that it affects my legal rights and agree to be bound by its terms. My e-acknowledgement also signifies my intention to relieve and indemnify Conservancy Travel, their owners, officers, directors, employees, agents, contractors, and subcontractors from any liability for personal injury, property damage or wrongful death which I might suffer during my participation in the scheduled journey.