

## Booking Conditions

Your contract is with Terra Incognita Ecotours, Incorporated, 4016 West Inman Avenue, Tampa, FL 33609. Below are the details of the terms and conditions of the agreement. Please read them carefully. When you make a booking and we accept it, a legally binding contract is made.

1. Ecotour cost includes: Services of a Terra Incognita Ecotour Leader; all accommodations and meals; entrance fees; excursions and sightseeing; taxes, service charges and fees; all gratuities.
2. Ecotour cost does **NOT** include: Airfare; excess baggage charges; cost of visas; vaccinations; medications; alcoholic drinks; personal items; phone calls; baggage/trip cancellation/medical insurance.
3. A deposit of \$500 must be sent with the booking form. The balance of ecotour price is due for payment 70 days before the departure date. If you book less than 70 days before the departure date, full payment must be received before the booking can be accepted. If the balance is not paid in time we reserve the right to cancel your deposit and apply the cancellation charges outlined below.
4. We reserve the right, in any circumstance to cancel your ecotour. If we do cancel your ecotour an alternative ecotour of a similar standard will be offered to you. If this is not acceptable any money paid by you to Terra Incognita Ecotours, Incorporated will be refunded. We do not accept liability for any loss or damage arising out of any cancellation on any account whatsoever.
5. On an ecotour of this nature, it is necessary for you to abide by the authority of the ecotour leader, who represents Terra Incognita Ecotours, Incorporated. The decision of the ecotour leader as to the conduct, itinerary and objectives of the ecotour is final. Signing our booking form signifies your agreement to this. If in the opinion of the ecotour leader, your behavior or physical condition is detrimental to the safety, welfare and well being of the group as a whole, (which is the paramount consideration) then you may be asked to leave the ecotour, without the right to any refund.
6. Medical vaccinations and other preliminary arrangements including passports and all procurements are entirely your responsibility and we accept no responsibility in the event that these are not completed in time for departure.
7. Your booking is accepted on the understanding that you realize and accept the risks potentially involved in adventure travel, such as this ecotour represents. You must tell us if you have an existing medical condition or disability that might affect your ecotour before you book the ecotour. If, in our reasonable opinion, your chosen ecotour is not suitable for your medical condition or disability we reserve the right to refuse your booking. We reserve the right to cancel the contract if medical problems are discovered, in this eventuality the cancellation charges as outlined below will apply.

### Cancellation policy:

<u>Number of days prior to Ecotour</u>	<u>Per person cancellation fee</u>
71 or more days	Advance deposit
70 days or less	No refund

## **Terra Incognita Ecotours, Incorporated Release and Indemnity Agreement:**

For and in consideration to participate in the ecotour, each ecotour participant (client) and each parent or legal guardian of an ecotour participant who is under 18 agrees to release, indemnify, and hold harmless Terra Incognita Ecotours, Incorporated, its agents, servants, employees, shareholders, officers, directors, attorneys, and/or independent contractors or subcontractors as more fully set forth in the Release and Indemnity Agreement below. Terra Incognita Ecotours, Incorporated acts only as an agent for the passenger in regard to travel, whether by railroad, motorcar, motor coach, boat, airplane, or other means of transportation, and assumes no liability for injury, damage, loss, accident, delay, and/or irregularity caused by such transportation for any reason whatsoever, including the acts, defaults, defects, intentional acts, or bankruptcies of any company or person engaged in conveying the passenger and/or in carrying out the arrangements of the ecotour. Terra Incognita Ecotours, Incorporated has no responsibility for losses or additional expenses due to delay and/or changes in travel arrangements and/or other services, sickness, weather, strike, war, quarantine, and/or other causes. The ecotour (client) participant shall bear all such losses and expenses. Terra Incognita Ecotours, Incorporated reserves the right to substitute any service, including but not limited to hotels for those indicated and to make any changes in the itinerary where deemed necessary and/or caused by changes in travel schedules. Terra Incognita Ecotours, Incorporated reserves the right to decline to accept or retain any person as a member of any ecotour. Baggage is at owner's risk entirely.

Participants should be in good health and should consult a physician before undertaking an ecotour. If you have questions about the physical requirements of an ecotour, please contact our office for further information. Terra Incognita Ecotours, Incorporated is not liable for any health related illnesses or injuries. Each client is responsible to not participate in any activity that they are not physically fit to participate in. Participants should prepare for the ecotour by reading the detailed itinerary, and all other pertinent information provided by Terra Incognita Ecotours, Incorporated. Each participant is responsible for bringing appropriate clothing and equipment as recommended.

The receipt of your ecotour deposit shall be deemed to be consent to the above conditions. Each ecotour participant and each parent or legal guardian of an ecotour participant who is under 18 shall sign and deliver the Release and Indemnity Agreement to Terra Incognita Ecotours, Incorporated at the time of registration.

**TRIP CANCELLATION AND MEDICAL EMERGENCY INSURANCE:** Terra Incognita Ecotours, Incorporated strongly recommends you consider purchasing trip cancellation (including medical emergency) insurance to cover your investment in case of injury or illness to you or an immediate family member prior to or during an ecotour. ***Because we remit tour deposits to our suppliers, we shall not offer any refund when cancellation occurs within 70 days of departure, and only a partial refund from 71+ days prior to departure (see cancellation policy).***

- ( ) I have purchased or will purchase trip cancellation /interruption insurance.
- ( ) I have declined optional insurance and understand that exceptions to the cancellation penalties outlined above can not be made.

**RELEASE AND INDEMNITY AGREEMENT:** Each registrant named on the reverse desires to participate in the ecotour listed thereon. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES Terra Incognita Ecotours Incorporated, a Florida corporation, its agents, servants, employees, shareholders, officers, directors, attorneys, independent contractors, and sub-contractors, past, present and future, their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, and/or arising out of the registrant's participation in the ecotour (collectively, "Claims").

**IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.**

I /we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, which are incorporated herein by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Each registrant affirms that he/she is in good physical health and able to tolerate the physical demands of the ecotour.

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Client/Ecotour participant signature

**Mediation:** Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the ecotour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Hillsborough County, Florida.

**Arbitration clause:** If any controversy between Terra Incognita Ecotours, Incorporated and the client is not settled at mediation, the controversy, claim or cause of action shall be submitted to arbitration in Tampa, Hillsborough County, Florida, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Florida. Any award rendered by the arbitration panel shall be final and binding on the parties, and judgment thereon may be entered by a court in Hillsborough County, Florida having subject matter jurisdiction. If the client does not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim shall be filed with the Circuit Court of the Thirteenth Judicial Court in Hillsborough County, Florida. Client and Related Parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to arbitrate, or submit controversies or claims to a court does not waive or modify the Release and Indemnity as contained in the Release and Indemnity Agreement. I understand that I have the right to have all controversies heard in a court of law, and I agree to waive all rights to have any controversy heard in court and I agree to submit all controversies to arbitration.

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Client/Ecotour participant signature

I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals.

THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF FLORIDA. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, TERRA INCOGNITA ECOTOURS INCORPORATED, OR ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE ECOTOURS OFFERED BY TERRA INCOGNITA ECOTOURS INCORPORATED, SHALL BE IN HILLSBOROUGH COUNTY, FLORIDA.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement.

Date: \_\_\_\_\_ Signature of Client/Ecotour participant:\_\_\_\_\_