

Booking Terms & Conditions

EXPLORER

Please read this agreement thoroughly before booking a trip with Explorer X. It is a legally binding contract. All parents/legal guardians must sign for minors under 18 years of age.



EST. 2017 † SEATTLE, WASHINGTON

Agreement | The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you, the trip “participant” (“you” or “your”), and Explorers 4, LLC d/b/a Explorer X (“Explorers 4,” “Explorer X,” “our,” “we,” or “us”) with respect to any and all bookings, reservations, tours, or transactions made with Explorer X. By submitting a reservation form, paying a deposit, or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons on the reservation, including any minor under your custody, care, or control (“Minor” or “Child”) (collectively, “Participants”), and direct us to perform services for every participant. By signing this agreement, you affirm that you have made all participants in the booking aware of these terms and that all participants accept these terms.

Reservations | Bookings require an initial deposit with a Booking Form submitted by each participant. A booking is not accepted until you receive a written confirmation from us. There is no contract for services between you and Explorer X without such written confirmation. Inclusions/exclusions for a specific trip are listed in the detailed itinerary that is provided to you upon booking. Explorer X reserves the right in its sole discretion to deny participation to anyone whom it deems unsuitable for a trip both before and during the tour.

Pre-Departure Documentation | Carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within 30 days of your receipt of those documents. This agreement, a waiver of liability and assumption of risk agreement, and, if required, a medical statement or certification must be signed and submitted by you. If you fail to submit this and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

Passports & Visas | You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all U.S. citizens traveling abroad and should be valid for at least 6 months after your date of return. We suggest you apply for or renew a passport early. Other required documents may include visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

Health Requirements & Medical Care | Our tours can be physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. You represent that neither you or, if applicable, the Minor do not have any physical or mental condition that would create a hazard for you or other participants or affect other people’s enjoyment of the tour. If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition. We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour’s physical demands. Explorer X assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the tour. Once a trip has been confirmed, medical circumstances will not be considered as exceptions to our cancellation policy. All participants must be covered by a current medical insurance policy applicable for overseas travel for the duration of their trip. Proof of coverage may be required. Please keep in mind that we are not a medical authority. The Centers for Disease Control and Prevention (“CDC”) provides the most current information regarding medical requirements and recommendations for U.S. citizens. See www.cdc.gov/travel for more information. Please consult the CDC, a travel clinic, or your doctor in order to make the best decision for yourself and your health as early as possible before your trip.

Deposits & Final Payment | A non-refundable deposit of **25%** of all services per person is required at the time of booking. Final payment is due 90 days prior to departure date and may be split into multiple payments. The departure date is the first date on the itinerary. We reserve the right to treat any reservation that is not fully paid according to the reservation and

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payment terms in this agreement as a cancellation and subject to the cancellation terms below. Payments may be made by cash, check, wire, or credit card (Visa, MasterCard, or American Express). If you pay your deposit by wire or check, we cannot confirm your reservation until your payment has cleared the bank. Checks returned by the bank will incur a \$100 returned check fee. If your booking is made within 90 days of departure, the entire tour cost must be paid when we confirm the trip with you. In many cases, once a deposit is received, it will be forwarded to service providers in-country. Additional deposits may be required when, for example, yachts have been chartered and/or if permits to visit archaeological or wildlife sites have been purchased in advance. It may be necessary to adjust prices 30 days before departure to allow for relevant changes. All flights purchased by Explorer X must be paid at the time of deposit.

Changes by You to Confirmed Bookings / Late Bookings | When a booking is confirmed and you receive your itinerary, all customers should immediately review the details of each travel segment for accuracy and immediately inform us of any issues. Otherwise, change fees and/or late booking fees will apply. If you request to change your tour dates or alter your itinerary after we confirm your booking, we will do our best to accommodate your request. If we are able to make such changes, a change fee will be imposed. You will also be responsible for all additional costs associated with the changed arrangements. The type and scope of change dictates the amount of the change fee. Our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations. These are included in the change fee and can be substantial. Bookings made within 45 days of departure are subject to a USD \$150 per change/per person, as well as late booking fees. Customers are advised to reserve early to avoid disappointment and additional late booking fees.

Cancellations or Changes by Us & Flexibility | We reserve the right to cancel, change, or modify any tour without prior notice for the safety and/or comfort of clients. You acknowledge that any aspect of your trip and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier, we will notify you of available alternatives as soon as reasonably possible. Any changes may require a supplemental payment from you or result in a refund less any cancellation fees and nonrefundable deposits. If we cancel, which is rare, a refund check will be issued to you less any airline ticket cancellation fees and nonrefundable deposits paid to local suppliers. This refund will constitute full settlement of claims you may have arising out of our cancellation. You will not be reimbursed for any personal expenses such as airfare, hotel, or other travel expenses due to changes in itineraries or trip cancellations.

Cancellations by You & Refunds | Cancellation penalties imposed by Explorer X are per person for land tour arrangements. To cancel your booking, you must send written notice to us by email at: travel@explorer-x.com. The following cancellation terms apply effective as of the date Explorer X receives written notice of cancellation:

Days Prior to Departure: Penalty

- **More than 90 days:** 25% of trip price
- **90 days or fewer:** 100% of trip price *

** Explorer X will do our best to get as much money back for you as possible, but we cannot make any guarantees.*

No refunds will be provided for any unused portion of a tour once the tour begins, including if you leave a tour for any reason or have to be removed from a tour. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. You will not be reimbursed for any personal expenses such as airfare, hotel, or travel expenses due to changes in itineraries or cancellations. For this reason, we strongly encourage purchasing travel insurance. (See Travel Insurance below.)

Price Adjustments | The quoted tour price is based on tariffs, fees, airfares, and costs in effect at the time of booking. We reserve the right to increase the quoted price after booking if inflation, costs of fuel, labor or materials, airfares, supplier costs, currency exchange rates, tariffs, government fees, and admission charges change. You agree to any price increase.

Travel Insurance | We strongly recommend purchasing travel insurance, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation, and other expenses which might arise as a result of loss, damage, injury, delay, or inconvenience occurring to you. You agree to assume all costs of medical care and transportation. As such, we require that you purchase travel-related medical insurance if your current medical policy does not cover you during your tour. We may require proof of coverage.

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Force Majeure | Explorer X will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement if any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Explorer X, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If Explorer X and/or any of its Suppliers are affected by Force Majeure, they may in their sole discretion vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once Explorer X has investigated the prevailing situation, as it deems fit, it shall remain in Explorer X's sole and absolute discretion whether to proceed with the tour.

Responsibility | Explorer X acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities, or other goods and services connected with your tour ("Supplier" or "Suppliers"). Explorer X takes reasonable care in selecting competent, reliable and qualified suppliers based on information that is reasonably available to us. That said, we only act as an intermediary for these third-party Suppliers and do not and cannot control the quality of their services. You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Explorer X, and are not agents or employees of Explorer X. A supplier's services are subject to their own terms and conditions and the local laws and regulations of the relevant country. Explorer X will not provide a refund for a supplier's delay, cancellation, overbooking, or strike.

Images Release | You agree that Explorer X may use, re-use, and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you or a Minor that is traveling with you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you or a Minor that are taken by us or other participants during the tour, you must inform Explorer X and/or your tour leader in writing prior to the start of the tour.

Complaint Procedure | If you have a complaint during your tour, promptly notify us so that we can attempt to remedy the situation. If still unsatisfied, you must submit your complaint in writing within 14 days of the tour's end date. We will not accept claims received after this period.

Applicable Law, Choice of Forum, & Severability | Any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties bound by this agreement, including any Minors, shall be filed in and resolved exclusively by state court in Fort Bend County, TX, or federal courts in Houston, TX. The laws of the State of Texas govern this agreement. You agree to personal jurisdiction in the specified forum. If any provision of this agreement is unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision.

Successors & Assigns | This agreement shall inure to the benefit of and be binding upon Explorer X and the Participant and their respective heirs, legal personal representatives, successors, and assigns.

Limitation of Remedies | You agree that the sole remedy for any default by Explorer X arising under this agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, Explorer X shall not be liable for any special, consequential, indirect, incidental, or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Explorer X has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

Merger | This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements. I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. **My signature applies to all pages of this agreement.**

Seller of Travel | Explorer X is a registered Seller of Travel in the state of Washington (#604151500).

Release & Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Please read this agreement carefully as it is a legally binding contract. A parent/guardian must sign for minors (under 18 years of age). Explorer X is a DBA of Explorers 4, LLC. In consideration of the services provided by Explorer X, I, an adult traveler or parent or legal guardian of a traveler who is a minor (under 18 years of age; the "Child" or "Minor"), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf or, if applicable, on behalf of the Child."

Responsibility

1. Explorer X contracts with independent contractors, also referred to as suppliers, to provide transportation, lodging, meals, guide services, and other services related to your trip. Explorer X, which acts only as an intermediary for its suppliers, assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier, or of any other person or entity. A supplier's services are subject to the supplier's own terms and conditions, as well as the local laws and regulations of the country in which the service is provided.

Assumption of Risk

2. I am voluntarily participating in this tour, which may involve one or more of the following activities depending on my itinerary and the activities in which I elect to participate: hiking, trekking, biking, rafting, swimming in various bodies of water, encounters with wild fauna and flora, and/or other active activities or sports ("Adventure Activities"). I understand that this list is not exhaustive of all Adventure Activities that may be made available to me and that I may decide to participate in.
3. I acknowledge that I am voluntarily participating in this tour with the knowledge of the risks and dangers involved, including but not limited to: dangers and risks inherent in Adventure Activities; negligence in any manner on the part of Explorer X; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe, or politically unstable areas or under unsafe conditions; dangers of civil disturbances and war; forces of nature; contact with marine life and wild animals; transportation failures; equipment failures or deficiencies; high altitude; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; bites or stings from insects or pests; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities; social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; negligence, omissions or intentional acts by third party service providers; or any actions, omissions, or conditions outside of Explorer X' control not mentioned herein.
4. I assume full and complete responsibility for checking and confirming all passport, visa, vaccination, and entry requirements for, and all safety or security conditions of, each destination on this trip.
5. **I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.** If signed on behalf of the Minor, I have discussed the travel risks with the Minor, and he or she wishes to participate in the Tour nevertheless.

Release of Liability

6. As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Explorer X, to the fullest extent permitted by law, I, an adult traveler, or as parent or legal guardian of the Child, for myself, the Child, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, "Releasers"), expressly **release, waive, forever discharge, and covenant not to sue Explorer X**, its owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns (individually and together, "Released Parties") from and against any liability, actions, causes of actions, debts, costs, losses, suits, claims and demands of any and every kind and nature whatsoever which I or the Child now have or which may later have against the Released Parties arising out of, relating to, or in connection with the Tour arranged or provided by Explorer X, whether arising from the Released Parties' negligence or otherwise. I agree to fully indemnify (that is, protect and defend and satisfy claims against) and hold harmless the Released Parties with respect to losses as a consequence of my or the Child's own actions or inactions, whether arising from the Released Parties' negligence or otherwise.

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7. I agree that the terms of this agreement shall serve as a complete release and express assumption of risk for myself, all members of my family, and all minors traveling with me (collectively encompassed by the term "their"), my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this tour and to release the Released Parties from any and all liability to the maximum extent permitted by law.

Applicable Law & Choice of Forum

8. Any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement, including any Minors, shall be filed in and resolved exclusively by state court in Fort Bend County, Texas, or federal courts in Houston, Texas. The laws of the State of Texas, USA, govern this agreement. You agree to personal jurisdiction in the specified forum.

Knowing & Voluntary Execution

9. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
10. I understand that in calculating the cost of the tour, Explorer has relied on my consent to and enforceability of these terms. Without this agreement, the tour cost would be higher or Explorer X would not be able to offer these services.
11. I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement. I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

By signing this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I certify that I have read this agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound by its terms. I agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. I also acknowledge that I have had an opportunity to ask any and all questions that I may have, and that the Explorer X has answered all questions to my satisfaction. **My signature applies to all pages of this document.**

Traveler Agreement

By completing this Traveler Booking Form and signing my name below, I acknowledge that I have read, understand, and agree to Explorer X's Terms & Conditions and Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

Participants 18 Years of Age or Older:

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

Minors Under 18 Years of Age | A parent or legal guardian must sign this Agreement on the minor's behalf. The parent or guardian must sign and submit his or her own Agreement separately if also participating in the tour.

I am the parent / guardian of the minor and understand the legal consequences of signing this agreement. I understand that I am responsible for the obligations of the minor as described in the agreement. I agree to be bound by the terms of this agreement. I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Print Name of Minor: _____ Date: _____

Printed Name of Parent/Guardian: _____

Signature of Minor Parent/Guardian: _____