

Terms and Conditions for Trip Participants

WELCOME!

Below are important details, terms and conditions for participants on trips organized by Denizen. Please read through the information and don't hesitate to contact us if you have any questions. We look forward to traveling with you!

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "participant") and Denizen (hereinafter "Denizen"). By booking a trip, you agree to be bound by the terms of this Agreement. The prices of your tour (the "Original Price") are stated on the Denizen website and our partner's website(s). The price you pay is in U.S. dollars and is based on double occupancy, unless otherwise noted. Availability for a tour may be limited.

The services provided by Denizen for the tour you are undertaking are subject to the terms and conditions of those suppliers. All services and accommodations provided by Denizen are subject to the laws and regulations of the country in which they are provided.

To reserve a tour, Denizen requires full payment. This payment for the trip shall be deemed to be an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Denizen. Please refer to the chart on page 2 of this Agreement for cancellation fees schedule.

PASSPORTS & VISAS

A valid passport is required for each person traveling on our international programs. You will be notified if your destination requires a visa for U.S. citizens. The "Pre-Trip" information packet is provided prior to departure and outlines country specific entry and exit requirements as of the date the packet is written. Travelers are responsible for obtaining any required visas. If you are not a U.S. citizen and therefore are not carrying a U.S. passport, you must contact the appropriate consular office for entry and exit requirements pertaining to your trip, as Denizen is not responsible for providing you with this information or documentation. Please ensure that your tickets and other travel documentation bear your name exactly as it appears on your passport or you could be denied boarding.

ELIGIBILITY

Anyone under 18 must be accompanied by a parent or guardian for the entire Trip.

Participant has reviewed all information provided by Denizen and has reviewed the websites and information provided from third parties recommended by Denizen in preparation of this trip. If you have any questions, please contact us in advance so we can make sure you are well prepared to have a great experience.

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VOLUNTARY PARTICIPATION

By registering for this Trip, the participant acknowledges that he/she has voluntarily applied to participate on this Trip and that he/she has read the description of the Trip as it appears in the current related flyer or website.

CANCELLATIONS AND REFUNDS

If you need to cancel your trip, you should immediately call Denizen and then send notification in writing by e-mail or mail. Refunds may be made via check and will be processed within two weeks after we receive your email or mail cancellation notice. Certain cancellation fees will apply as set forth below, calculated as of the date Denizen receives written notice of cancellation.

Cancellation Fee Schedule

Minimum Cancellation fee \$100 per person

90 to 61 Days before departure 25% of the trip price

60 to 46 Days before departure 50% of the trip price

45 to 0 days before departure 100% of the trip price

These fees are necessary because Denizen has paid deposits or completed payments to reserve your transportation, accommodations and/or other excursions, food or experiences in advance. Denizen is unable to receive a refund on these fees they have paid on your behalf. You understand and agree that these fees will be charged to your deposit or credit card upon confirmation of cancellation or withheld from any refund you receive. You agree to these fees.

CANCELLED TRIPS

We reserve the right to cancel any Trip for any reason, including for your safety. If a Trip is canceled by Denizen prior to departure, the participant will be provided with a full refund of monies paid to them. If we cancel the Trip in progress, the participant will receive a prorated refund based on the number of days not completed on the Trip. We will not be responsible for any additional expenses incurred by participant in his/her preparation for the Trip (e.g. nonrefundable airline tickets, visa fees, if applicable, clothing, equipment, medical expenses, etc.).

MEDICAL CARE

Medical care, as you understand it is not available outside the United States and other developed countries. You will be several hours travel by canoe, boat, animal or vehicle from any medical facility. Transportation may be by car, boat, animal or litter. Your guides will probably be the immediate medical care you will have available. The medical facility you may be treated in will not have the same standards as hospitals or doctor's offices in the United States and other developed countries. The medical personnel you will be treated by may not have the same training as medical personnel in the United States and other developed countries.

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INSURANCE

We strongly recommend purchasing Trip Cancellation and Interruption Insurance for your Trip. This can help prevent needless loss in case of serious illness, accident, or death of the traveler, traveler's immediate family, or traveling companion. Additionally, clients should check with their health insurance providers to insure medical coverage throughout the trip.

ITINERARY CHANGES

The itineraries and staff presented in our advertising materials are subject to modification and change by Denizen or our partners. We reserve the right, without penalty, to make changes in the published itinerary whenever, in our judgment, conditions warrant, or if we deem it necessary for the comfort, convenience, or safety of participants or for reasons outside of the control of Denizen.

WHAT YOUR TRIP INCLUDES

Accommodations and meals as indicated in the itinerary and pre-departure information; entrance fees, excursions, and sightseeing noted as included in the itinerary; ground transportation during the Trip; transfers to and from group flights where applicable; services of an expert, guides and any other staff.

WHAT YOUR TRIP DOES NOT INCLUDE

International airfare, optional gratuities, meals on flights to/from the Trip, activities or excursions noted in the itinerary and personal items are not included.

LODGING

Please refer to your Trip specific information for details on lodging for your Trip. We stay in amazing and beautiful places but please bear in mind that some standards may be different than those you are used to. Additionally, electric outlets can be different and may require specific adapters.

LODGING FOR SINGLE TRAVELERS

Accommodations are based on double occupancy. If the participant prefers single accommodations, he/she must pay a single supplement fee. If the participant is traveling alone and wishes to share accommodations, we will assign him/her a roommate of the same gender. If there is no one with whom the participant can share, he/she is required to pay the single supplement fee.

TRANSPORTATION

Transportation during the Trip can be unique and may be a change from transportation standards in the United States and other developed nations. Roads can be rough, vehicles have different seating and maintenance standards and travel times can be long. Many times roads are unpaved with long drives in a 4x4 vehicle.

FOOD

While we do our best to work with our hosts to provide meals that cater to individual tastes and have fresh, healthy ingredients, be aware that food in other countries may not always be the same as food in the United States and other developed countries. Please consult with your doctor if you have any food

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related allergies or sensitivities. Additionally, we do our best to provide alternative options for vegetarian and vegan diets but cannot always guarantee this.

Many countries do not allow you to bring in food items unless they are prescription items. Please be aware of this if you are supplementing your diet. You can check on the US State Department website for information on these issues.

BAGGAGE

We assume no liability for loss or damage to baggage in transit to and from a Trip or while on a Trip. We recommend purchasing a supplemental travelinsurance package – see the section on insurance.

Carry all prescriptions and valuables with you as carry-on items. If your baggage is delayed you will have the prescriptions you need and your valuables. Leave all of your medications in the original bottles, containers or packaging provided by the pharmacy. Some countries will not allow you to bring prescription medications unless in the original packaging and prescription.

We also suggest you bring two sets of prescriptions. Keep one in your carry-on baggage and the spare set in your check bag or with you. Once in country, keep them secure and separate so if you lose access to one set you still have the other prescriptions.

DELAYS & COST INCREASES

We will not be responsible for providing any reimbursement for delays in the Trip due to bad weather, trail conditions, river levels, road conditions, airline or transportation delays, or government intervention. While we will do everything possible to maintain the listed prices, if it is necessary to levy a surcharge, we reserve the right to do so, and notification will be given at the time of final invoicing.

MEDICAL & HEALTH

The participant certifies that he/she is physically fit and does not have a condition that would limit mobility. Participant further certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other participants. We highly recommend you speak with a travel specific doctor regarding your health on this trip and any required or recommended immunizations. The Centers for Disease Control and Prevention (https://www.cdc.gov/) is a great resource and should be consulted. Hospital facilities or appropriate medical facilities or doctors are often unavailable and evacuation can be prolonged, difficult, and expensive. We assume no liability regarding provision of medical care. By registering for this Trip, the participant gives permission for a physician or other primary care provider to administer any emergency procedures or treatment, at the participant's expense should they become injured or ill.

Please keep in mind that the Americans with Disabilities Act and similar laws in other developed countries end at that country's boarder. In most countries we will be visiting there will be no ramps or ease of access options.

ACCEPTANCE & REMOVAL

We reserve the right in our sole discretion to accept, decline to accept, or remove any participant on a Trip at any time during the Trip. In the event of removal from a Trip, refunds are not given. You will be responsible for your own transportation home if removed.

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SPECIAL NOTE

Every effort has been made to produce pricing information accurately. Mistakes, however, do occur, and Denizen reserves the right to correct promotional or pricing errors at any time. Denizen also reserves the right to raise the Original Price and/or airfare in response to increases in government taxes or fuel surcharges.

Denizen also reserves the right to decline to accept or retain any person as a member of any tour or to cancel or alter the tour without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Denizen further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to Denizen representatives or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and Denizen shall have no liability, financial or otherwise.

TOURS OUTSIDE THE UNITED STATES

You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter-accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

RESPONSIBILITIES & LIABILITY

The responsibility of Denizen, its affiliated companies, officers/directors, employees, sponsoring organizations, and agents is strictly limited. As a tour operator, Denizen organizes, promotes, and sells tour programs consisting of certain travel services, including surface, air, and water transportation, sightseeing excursions, and cruise/hotel accommodations, that Denizen purchases or reserves from various suppliers (collectively, "Suppliers"). Denizen does not own or operate any of these Suppliers. The Suppliers providing travel services for Denizen's tour programs are independent contractors and are not agents or employees of Denizen. As such, Denizen is not responsible for direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond its control, including, without limitation, any negligent or willful act or failure to act of, or breach of contract by, any Supplier or any other third party. Some tours include visits to shops and merchants. Denizen is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary. By utilizing the travel services of the Suppliers, you agree that you will look only to such Suppliers in respect of any accident, injury, property damage, or

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personal loss to you or to those traveling with you, and that neither Denizen nor any representative of Denizen shall be liable.

Without limiting the foregoing, Denizen is not responsible for any losses or expenses due to delays or changes in schedules, overbooking or downgrading of accommodations, defaults by any third parties, including Suppliers, mechanical or other failure of airplanes or other means of transportation, or the failure of any transportation mechanism to arrive or depart on time. Denizen is not responsible for acts of God or force majeure events, sanitation problems, lack of medical care, sickness, weather conditions, strikes and other labor activities, acts of terrorism, acts of war (declared or unde clared), quarantines, embargoes, blockades, criminal activities, or any other act or event beyond the direct control of Denizen.

To the extent that Denizen is involved in booking air and/or cruise transportation for you, Denizen acts only as your agent. For all other purposes, Denizen does not act as an agent for any party whatsoever.

Denizen assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport. Denizen reserves the right to change the itinerary of the tour without prior notice. If the tour is canceled by Denizen for any reason, Denizen shall have no liability beyond the prompt refund of all tour participants' payments received by it. The common carriers used are not responsible for any act, omission, or event occurring when tour participants are not aboard their conveyances.

Denizen reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Denizen changes a departure date to a date within 14 days of the original departure date, cancellation penalties as described in this Agreement still apply should you subsequently decide to cancel. If Denizen cancels any optional extension for which you are booked, cancellation penalties as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

PHOTOGRAPHY & FILM

Denizen reserves the right to take photographic or film records of any of its trips, to obtain the same from fellow travelers or other third parties, and/or to use such photographic or film records for promotional and/or commercial purposes. By traveling with Denizen, you consent to the use of your image and likeness for these limited purposes. If you prefer that your photo not be used in any marketing activities, please notify your trip facilitator at the start of your tour.

RESPONSIBILITIES OF PARTICIPANTS

Participant is responsible for understanding these Terms and Conditions and those described in the Trip Itinerary and selecting a Trip in consultation with us that is appropriate to his/her interests and abilities, and for preparing for the Trip by reading the Trip Itinerary and supplemental Trip information in the pre-Trip materials and for bringing the appropriate clothing and equipment as advised in those materials.

Our Trips are journeys in their truest sense; travelers should be in good health, remain flexible, and keep an open mind.

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