



Wild Departures · 709 Baseline Road, Boulder, CO 80302 · wilddepartures.com · 720-635-1380

## **Booking Terms and Conditions**

Please read these terms and conditions thoroughly and carefully before booking a trip with us as you will be bound by them.

### **Agreement**

The terms and conditions set forth below constitute the entire understanding and agreement between you the trip participant (“participant,” “you,” or “I”) and Teal Mountain Media, LLC dba Wild Departures, its owners, employees, shareholders, volunteers, affiliates, agents, representatives, officers, directors, associates, successors and assigns (collectively, “Wild Departures,” “we,” “our,” or “us”) with respect to any and all bookings, trips or transactions made with us. By signing and submitting this Booking Terms and Conditions agreement, you acknowledge that you agree and accept all terms and conditions in this agreement and direct us to perform services on your behalf. All persons included in your booking are bound by this agreement.

### **Inclusions**

Prices quoted are per person, unless otherwise specified, and include accommodations based on two persons sharing a room if traveling together (double occupancy), cabin or tent; meals as indicated in each itinerary; arrival and departure transfers and all other land transport as indicated in each itinerary; entrance fees to national parks/game reserves and other applicable fees as indicated in each itinerary. Unless otherwise noted on the itinerary inclusions or exclusions, a single supplement fee will not be assessed for solo travelers. However, in certain areas, shared accommodations will be required. In certain areas, hotels, cabins, and tents, guests may be required to share bathrooms. See itinerary for specifics.

### **Exclusions**

Prices quoted (unless otherwise stated on your itinerary or trip brochure) do not include: airfare to and from your home to the departure destination; costs of passports and visas; excess baggage charges; excess weight charges; additional hotel nights or other expenses made necessary by airline schedule changes, quarantines, pandemics or other factors; travel insurance; airport taxes; ancillary sightseeing, excursions, transport or meals not listed in the itinerary; personal expenses such as beverages, laundry (unless noted on itinerary), communication charges, medical or evacuation fees including but not limited to emergency transportation, additional lodging, additional transportation, extra guide/porter services, medical treatment, etc., and tipping or gratuities.

### **Payment, Deposits and Acceptance of Booking**

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To make a booking, you must complete and sign this Booking Terms and Conditions agreement, Waiver of Liability form, and our Participant Information Form and submit them to us along with the deposit specified for your destination. If a booking is made less than 45 days prior to the date your trip is scheduled to depart, then the full balance for the trip is due at the time of booking. Acceptance of your booking must be confirmed in writing by us. There is no contract for services between you and Wild Departures without such written confirmation. Payment may be made in the form of check or Venmo, Paypal, Visa, or Mastercard through our online booking. Checks returned by the bank will incur a 3% returned check fee. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.

\*Deposit requirements are as stated on the web site and itinerary and are per person for trips in the U.S. and abroad.

\*Note that additional deposits may be required for some trips. We reserve the right to deny participation to anyone whom we deem unsuitable for a trip.

### **Prices**

Prices quoted are based on tariffs, government fees, exchange rates, supplier rates, and airfares in effect at the time this agreement is signed by you. We reserve the right to alter prices quoted should inflation, costs of fuel, labor or materials, airfares or foreign exchange rates change. Should governmental entities raise park or other fees after this agreement is made, we have the right to ask for additional payment. If any hotels, lodges, airlines or other service providers raise their rates, we also reserve the right to request additional payment. You agree to and will pay for any of these price increases. If any surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums, you have the option of canceling the booking within 14 days of notification of the surcharge and obtaining a full refund less any nonrefundable deposits and a \$250 cancellation fee per person per tour.

### **Cancellations, Changes and Refunds**

Cancellations. If you wish to cancel your travel services, you must submit your request to us in writing by email or postal mail. Cancellation fees are based on the date your written notification is received at Wild Departures.

Airlines, charter companies, hotels and other suppliers impose deposit and cancellation rules requiring us to make non-refundable payments in advance. If you must cancel prior to departure, your deposits/payments will be refunded as stated below (unless otherwise stated in writing by Wild Departures), **minus any additional non-refundable payments**

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**made on your behalf.** If you cancel:

- 180+ days prior to departure\*: you may receive 100% of your total payment, providing it does not exceed non-refundable payments already made to airlines or lodges on your behalf.
- 120-180 days prior to departure: 50% of amount paid will be refunded, providing it does not exceed non-refundable payments already made to airlines or lodges on your behalf.
- 120 days or less prior to departure: no refunds. However, payments may be able to be applied to another trip offered by Wild Departures.

**Wild Departures remains flexible in trying to work with you to receive back funds in the event you need to cancel. In most instances, we will endeavor to refund any and all payments, regardless of the reason or timing above, as long as our vendors repay us for any pre-paid reservations made on your behalf and/or we are able to resell your spot on a trip to another client. Our goal is to build long-term relationships with our clients, and we realize that things happen.**

\*Departure as used in this agreement is defined as the date of the first flight, or the trip departure date as indicated on your confirmed itinerary, whichever comes first. Cancellation may result in additional penalties charged by local hotels, operators and airlines, occasionally as much as 100% of the tour cost. Penalties on airline tickets are subject to the individual air carrier's rules and regulations. Leaving a tour in progress, for any reason, will not result in a refund, and no refunds will be made for any unused portions of a tour, including those that are the result of your removal from a tour and for reasons related to weather, terrorism, civil strife, pandemics, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, we strongly advise you to purchase trip cancellation and interruption insurance at the time of booking, as this will cover trip cancellation charges in certain circumstances. It is a low cost expenditure for peace of mind.

#### **Wildlife Money-Back Guarantee Policy**

For some trips, we offer a wildlife sighting guarantee for a particular animal / bird. In these instances, if a single verifiable sighting of the specified animal is not made by the guide and/or another member of the traveling group during the length of the trip, you will be refunded your deposit or 10% of the cost of the trip, whichever is the lesser amount. You may also decide to apply this amount to another future trip. If weather or other acts of God and nature prevent wildlife viewing from occurring or shorten viewing windows, no refunds will be issued. Likewise, if you are not able to or decide not to take part in a portion or all of the wildlife-viewing opportunities, you will not be eligible for

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this refund. Please note that verifiable sightings include those made in and from camps and lodging sites, as well as those made through binoculars or sighting scopes.

### **Changes**

If you wish to make a change to your tour itinerary after we have confirmed your tour, you must submit a written request to us by email or postal mail. Any modification of dates or alteration of itineraries by you may incur a change fee. The fee will vary according to the type and scope of the change. Our suppliers, which include hotels, often impose additional fees or penalties for changes and cancellations.

### **Wild Departures' Cancellations of Tours and Flexibility**

Wild Departures and/or its local independent operators reserve the right to cancel, alter or modify the tour itinerary without prior notice if air schedule or surface transportation changes or security matters or other events beyond its control (e.g., mechanical breakdown, flight cancellations, wildlife and trail closures, illness, strikes, political disputes, weather, border-crossing problems, terrorism, pandemic, health quarantines) make such changes necessary for the safety, comfort and/or convenience of participants. If, prior to departure, we make any significant changes because of a problem with a supplier, for example a hotel bankruptcy, we will, as soon as reasonably possible, notify you of available alternatives. We highly recommend building in additional travel days to accommodate for being "weathered in or out" of certain areas. In some of the polar areas, it is not uncommon to have weather prevent a departure to or from a destination, sometimes for a day or more. In addition, there are no 5-star accommodations in some remote locations. Properties will be accurately represented on the itinerary to denote any shared resources or remote amenities, based upon expectations in the Lower 48. Weather, ferry schedules, and road conditions may dictate schedule changes. Such changes may require a supplemental payment from you or possibly a refund less any non-refundable deposits and third party cancellation fees.

**If there is a cancellation made by Wild Departures, including Covid cancellations, we will refund to you all payments made less any nonrefundable deposits and third party cancellation fees or give you the option of participating in an alternative tour.**

If the alternative tour chosen by you is of lesser or greater value than the tour originally booked then you will be entitled to a refund of the price difference or be required to pay the price difference, whichever the case may be. We will not reimburse you for any personal expenses such as airline tickets, hotel or other travel expenses due to changes in itineraries or tour cancellations. Wild Departures reserves the right to substitute accommodations, transportation, meals and other services of equal value to those listed on the itinerary, should the need arise.



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### **Responsibility**

Wild Departures contracts with various independent service providers for transportation, hotels, meals, guides, tours, and other goods and services (“Supplier” or “Suppliers”). These goods and services are not under our control. We act only as an intermediary for these Suppliers. We assume no responsibility for a Supplier’s actions or inactions, including delay, cancelation, overbooking, mechanical failures, financial default, or strike. While we and our Suppliers will make every possible attempt to find wildlife for viewing within the guidelines of the national park service and other regulatory agencies, we cannot guarantee sightings of any specific flora or fauna, except when noted in the itinerary.

### **Traveler’s Insurance and Photo Equipment Insurance**

The trip price does not include travel insurance. We strongly recommend that you purchase comprehensive travel insurance (cancel for any reason) to cover trip interruption, baggage, accident/life, medical expenses, air ambulance, emergency evacuation, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you or your property. Home insurance policies may not cover camera gear—check with your provider before departure. Wild Departures will not be responsible for damage to or loss of your luggage or photo equipment. Be advised that general travel and handling of gear by Wild Departures or other Suppliers, as well as the inherent risks of traveling in small planes, boats, ATVs, and other conveyances on open water, rivers, through turbulence, and over rough terrain can result in damage or loss of possessions. Proof of coverage may be required. You agree to assume all costs of medical care and transportation that is provided to you, and any minors traveling with you, during the trip. This includes pandemic quarantines or cancelations.

### **Medical Fitness and Age**

It is your sole responsibility to ensure that you are healthy and fit enough to participate in the tour. Good physical and mental health are essential for the enjoyment of these active, adventure trips. You may travel in rugged areas removed from modern medical facilities. Good physical conditioning is recommended as preparation for all trips. On photo trips, you will be responsible for carrying your own gear in the field. By forwarding the deposit and this signed Booking Terms and Conditions agreement, you certify that you do not have any physical or other conditions that would create a hazard for yourself or other travelers or affect other people’s enjoyment of the tour. It is essential that any participant with a medical condition requiring regular or special treatment or which may be affected by vigorous activity, high altitude, heat, cold, other natural phenomenon, or particular

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foods, notify Wild Departures in advance of travel. Wild Departures is not liable for medical care and related transportation provided to you during the tour or special dietary requirements. If you have a preexisting medical condition, you must complete a medical certificate or a doctor's statement of good health. If you fail to complete and submit the medical certificate by the final payment date specified above, we reserve the right to treat the booking as canceled by you and impose the applicable cancellation fee. The judgment of Wild Departures, or the local operator or guide, shall make the ultimate determination of a participant's fitness to embark upon or to continue a tour. Once a trip has been confirmed, medical circumstances will not be considered as exceptions to our cancellation policy.

### **Baggage**

Baggage and personal effects are at owner's risk throughout the tour. All costs incurred for lost, damaged or delayed baggage is at owner's expense, this includes camera equipment and lenses. Rain / dust covers for cameras and lenses are highly recommended. Some trips / flights will require additional fees to exceed baggage weight limits, which often happens on photo tours. These will be noted as inclusions or exclusions on stated itineraries. By signing this agreement, you agree to adhere to aviation baggage and weight limits.

### **Travel Documents and Vaccinations**

U.S. citizens traveling outside the United States are required to carry documentation of U.S. citizenship, such as a passport, valid for six months after your reentry to the U.S. If you are not a U.S. citizen, contact your embassy, consulate or airline for entry requirements. It is your responsibility to obtain valid and effective documentation, including passports, visas, permits, and vaccination certificates, where necessary. You also assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at such destinations. You are solely responsible for any adverse consequences resulting from missing or defective documentation. Wild Departures may provide information or advice given on visas, vaccinations, climate, clothing, baggage, special equipment, etc. in good faith as a courtesy to you. Wild Departures is not responsible for any errors or omissions as to the information provided. For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747, <http://www.travel.state.gov/>. U.S. citizens may register for the U.S. government's Smart Traveler Enrollment Program, a free service, at <https://step.state.gov/step/>.

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The U.S. Centers for Disease Control website (<http://www.cdc.gov/>) contains updated information regarding suggested and mandatory travel vaccinations and suggested medications prior to international travel. We strongly recommend that you consult your doctor or a travel clinic about these vaccinations prior to travel.

### **Photography**

You agree that Wild Departures may copyright in its own name, 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 your minor dependents) 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. If you do not want us to use any images of you that are taken by us or other participants during the expedition, you must inform us before your trip departs.

### **Participant's Responsibilities During Tour**

**Tour Start Date:** It is your responsibility to be ready to leave at the departure city at the specific expedition departure day and time. We are not responsible for any losses due to canceled or missed flights, changed flight itineraries, late arrivals, or early departures.

### **Wildlife Distances**

Tour participants agree to follow safe wildlife viewing practices as presented by the National Park Service and tour guides. Young children should remain supervised by a parent or guardian at all times.

### **Compliance with Local Laws and Tour Etiquette**

Your additional responsibilities include, but are not limited to, strictly complying with all local laws, respecting customs and culture, adequately assessing your abilities, respecting other participants' privacy, and if on a guided trip following the suggestions and advice of the guide. Our decision, or the decision of the local operator or guide, is final on all matters that may threaten the safety or interfere with the well-being of the group or individual travelers. We, or the local operator or guide, have the right to remove anyone who we a) judge to be incapable of meeting the rigors and requirements of participating in the tour activities; or b) determine to detract from others' enjoyment of the tour.

### **Claims and Complaints**

If you find a problem or something that does not meet your expectation, you must promptly notify us or the local operator or guide so that the problem can be rectified, if possible. Failure to do so while you are on the trip will result in your ability to claim compensation from Wild Departures being extinguished or at least reduced.

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Further, if you make any changes on your own without following the notice procedure described above, you assume responsibility for any added costs you may incur and forfeit any potential refunds. If satisfaction is not reached through this notice procedure during the trip, you must submit further complaint in writing to us within 30 days of the end of the tour. We will not accept any liability for claims received after this period.

### **Force Majeure**

Wild Departures 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 to the extent that any such delay or nonperformance is due to any Force Majeure. “Force Majeure” means any circumstances beyond the reasonable control of Wild Departures, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, pandemics, government intervention, weather conditions, and unforeseen circumstances.

If Wild Departures and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the expedition. Wild Departures must normally make substantial and non-refundable payments to its suppliers far in advance of the scheduled departure date. As such, payment of any refund by Wild Departures to you as a result of the nonperformance of any obligations will be less any non-refundable deposits and third party cancellation fees. Further, Wild Departures shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Wild Departures of the Force Majeure.

### **Limitation of Remedies**

You agree that to the extent consistent with applicable law, the maximum amount of recovery to which you may be permitted to recover from Wild Departures shall not exceed the land cost of your trip with Wild Departures. To the maximum extent permitted under applicable law, Wild Departures shall not be liable for any special, consequential, indirect, incidental or other damages, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Wild Departures has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages. If you, or any of your heirs, or anyone acting on their own or on your behalf should bring such suit, you shall pay all attorney fees, related court fees and defense costs should you not prevail.

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### **Binding Arbitration**

You agree that the following conditions shall apply to any dispute concerning, relating, or referring to this agreement, tour brochures, or any other materials that concern my tour, or the tour itself -- whether such dispute arises in contract or in tort or otherwise: (a) the dispute will be submitted to a neutral third-party mediator in Denver, Colorado with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation, then (b) the dispute will be settled by binding arbitration through the American Arbitration Association at Denver, Colorado; and (c) the dispute will be settled by Colorado Law.

### **Pre-Departure Documents**

We stress that travel of any type and participation in the real and exciting activities of wildlife viewing, wildlife and nature photography, eco-tourism and cross-cultural studies can be inherently dangerous and can always involve the risk of serious injury or death. To participate in the Wild Departures tour, you must read and sign our Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement before the tour starts. If you do not submit this and other necessary documentation prior to departure, we reserve the right to treat the booking as canceled by you and impose the cancellation fees set forth above.

### **Severability**

You agree that if any portion of this agreement is found by a court to be void or unenforceable, the remaining portions of the agreement shall remain in full force and effect. Any unenforceable or invalid provision will be replaced with one that is valid and enforcement and which achieves, to the extent possible, the original objectives and intent of the original provision.

### **Successors and Assigns**

This agreement shall inure to the benefit of and be binding upon Wild Departures and the participant and their respective heirs, legal personal representatives, successors and assigns.

### **Heading**

Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

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### **Merger**

This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. This agreement supersedes all prior negotiations and agreements.

On advancement of deposit to Wild Departures and by signature below, I agree to be bound by this agreement.

I understand this is a legally binding and enforceable contract and sign it of my own free will. My signature applies to all pages of this contract.

Travel Dates: \_\_\_\_\_ Tour Name(s):

Print Name of Participant:

Signature of Participant:

Date:

If participant is under 18, a Parent or Guardian's signature is required

Print Name of Parent(s) if under 18:

Signature of Parent(s) if under 18:

Date:

Please initial all pages and email signed forms to [info@wilddepartures.com](mailto:info@wilddepartures.com) or mail them to: Wild Departures, 709 Baseline Road, Boulder, CO 80302. Make a copy of this form for your records.