

G ADVENTURES BOOKING TERMS AND CONDITIONS

Thank you for booking and/or travelling on a G Adventures tour with G Adventures Inc.

These Terms and Conditions (the "Terms") apply to any travel products and/or services purchased from G Adventures, and govern the contractual relationship between you and G Adventures with respect to any such travel products and/or services (hereinafter, the "Products" or "Tours") operated by G Adventures.

Please read these Terms carefully as by booking any Product with G Adventures or by travelling on a G Adventures Product you acknowledge that you: i) have read and understand these Terms, and ii) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Products with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms and Conditions on behalf of all clients named in the booking (including minors and those under a disability) and travelling on or otherwise participating in any Product(s) (hereinafter, the "Clients"), and by such travel or participation all passengers indicate their assent to these Terms. The Client who confirmed the booking for any Product(s) is deemed to be the designated contact person for all other Clients named in such booking.

Conditions of Carriage: All Clients booking any Product which includes or involves any carriage by sea, by booking such Product acknowledge and agree that they have carefully read and understand these Terms and Conditions, and G Adventures' Conditions of Carriage that are available at any time on the G Adventures' website (at <http://www.gadventures.com/terms-conditions/conditions-of-carriage/>) or on request and expressly incorporated into this contract where any Client purchases or travels on a Product including or involving carriage by sea.

1. THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when G Adventures, or an authorized agent acting on G Adventures' behalf, have received the applicable deposit from the Client and the Client has received written confirmation from G Adventures of such booking. The Client confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by G Adventures to confirm such booking. Any Client confirming a booking on any Products with more than one Client named and booked on such booking represents and warrants to G Adventures that: i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so; ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with G Adventures for the purposes of completing the booking; and iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with G Adventures.

2. MEDICAL CONDITIONS & MEDICAL FORM

All Clients are obligated to provide requested relevant medical information to G Adventures upon booking their Product(s), and may be required to complete the G Adventures Medical Form, available on the G Adventures website (at http://www.gadventures.com/medical_form)

if:

- a Client indicates that he or she has any pre-existing medical conditions which may have any impact on the Client's ability to complete activities included in the Product, the Client's ability to travel to remote areas removed from medical facilities, or which may have any impact whatsoever on the Client's ability to travel or the travel experience of others on the Product; OR
- a Client is travelling on the MS Expedition or on any other trip designated by G Adventures as an "Expedition Trip" (together, "Expedition Trips")

that Client must return a Medical Form, signed by a licensed, competent and practicing physician, to G Adventures prior to or in conjunction with that Client's final payment in respect of the applicable booking.

The Client agrees to complete the Medical Form honestly, accurately and represents and warrants to G Adventures that they will disclose all relevant medical information accurately and fully. G Adventures will maintain the information in strict confidence, in accordance with the G Adventures Privacy Policy.

G Adventures reserves the right to request proof or further information on professional or medical opinion in certain instances where it is deemed in the best interests of the Client or necessary for the safe operation of the Products. G Adventures reserves the right to deny any Client permission to travel or participate in a Product where G Adventures, acting reasonably, deems necessary with regard to the health and safety of the booking Client, any other Clients travelling with G Adventures, or G Adventures staff or representatives, and may use information provided in the Medical Form, expert opinions, and other information in formulating such decision. G Adventures will provide a written explanation for any such decision upon request from the Client. In the event the Client has made a booking with G Adventures and subsequently is unable to complete the required Medical Form prior to the deadline indicated above, G Adventures reserves the right to treat such Client's booking as cancelled, and all applicable cancellation fees shall apply.

Clients are responsible for assessing their own suitability and capability to participate in the Product such Client has booked. All Clients should consult their physician regarding their fitness for travel, and adventure travel in particular. G Adventures encourages all Clients to seek their physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of the Client's travel with G Adventures. G Adventures does not provide medical advice. Certain Products may not be suitable for all people due to restrictions posed by limitations in mobility, physical or cognitive ability, pregnancy or various other physical or mental conditions. It is the Client's responsibility to assess the risks and requirements of each Product in light of such Client's limitations, physical and mental fitness and condition, and any medical requirements or issues of such Client. G Adventures may refuse to carry pregnant women over 24 weeks or Clients with certain conditions if suitable accommodation or alternate Products or services cannot be arranged.

Adventure travel, as offered by G Adventures, by its nature involves visiting remote or less developed regions, where

medical facilities may not meet the standards of those found in developed countries. The control of medical facilities in the countries in which G Adventures operates varies and G Adventures makes no representations and gives no warranties in relation to the standard of such facilities or the quality, availability or accessibility of medical treatment in those regions.

3. SPECIAL REQUIREMENTS

G Adventures will endeavor to accommodate the special requests of Clients, including but not limited to dietary and accommodation requests, but such requests do not form part of these Terms or the contract between Client and G Adventures and G Adventures is not liable for any failure to accommodate or fulfill such requests.

Family Tour Requirements: In order to book any Products designated on G Adventures website, in relevant brochures, or otherwise indicated by G Adventures to be a "Family Tour", Clients must be travelling as part of a "Family Unit". A "Family Unit" shall consist of a group of two or more Clients, travelling and booking together, where at least one such Client is a child under the age of 18 at the date of first travel (a "Minor Client") in the care of at least one of the accompanying adults. One Minor Client may accompany one or more adults for the purposes of being considered a Family Unit. G Adventures reserves the right to cancel the booking of any Clients travelling or purporting to travel on a Family Tour who, in its sole discretion, do not properly constitute a Family Unit in accordance with this section or otherwise do not meet G Adventures' requirements of participation in a Family Tour.

Client Age Requirements: Clients aged 18 at date of first travel are deemed to be adults. On all Products an adult age as of the date of first travel, along with other applicable age restrictions as promulgated from time to time by G Adventures.

To travel on a G Adventures-designated "Yolo" Tour, Clients must meet the minimum age requirement of 18 years of age as of the date of first travel, along with other applicable age restrictions as promulgated from time to time by G Adventures.

Minors: All Minor Client bookings are subject to review and approval by G Adventures. If the consent of a parent or any other person is required by applicable law, judgment, or decree for any Client to travel, the accompanying adult Client is responsible for securing all such proper consent and ensuring that they and the Minor Client meet all legal requirements to travel on the applicable Family Tour and to enter into and depart from applicable countries and regions. G Adventures will not be responsible for any fees, damages, or losses incurred as a result of any failure on the part of a Client to secure such necessary consents, permits, and approvals.

Each adult Client on a booking with any Minor Client is joint and severally responsible for the behavior and wellbeing of all Minor Client(s) on such booking, and expressly accepts these Terms on their behalf, including all assumptions of risk and limitations of liability contained herein. Each adult Client on a booking with any Minor Client assumes all responsibility for supervising and monitoring such Minor Client(s). G Adventures does not provide care services for Minor Client(s) and G Adventures and its representatives expressly disclaim any responsibility for chaperoning or controlling any Minor Client(s).

4. INSURANCE

Client acknowledges that it is mandatory that all Clients obtain travel insurance with a minimum US\$200,000 coverage, and repatriation coverage of US\$200,000 evading all applicable dates of any travel with G Adventures and this insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a G Adventures Tour Leader or other G Adventures representative will verify that all Clients have such insurance in place and coverage as per the required amounts above. It is strongly recommended and encouraged that Client's also extend their coverage to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Client acknowledges that the cost of the Tour does not include any insurance coverage for such Client, and that the Client is required to obtain separate coverage at an additional cost to the Product price. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable G Adventures Product.

5. PRICES, SURCHARGES AND TAXES

Due to the nature of adventure travel and the prices of the resources on which it depends, the published price of any Product is subject to change at any time, before or after booking confirmation, up to 30 days before the departure of such Product. Tours are priced and advertised exclusive of applicable sales taxes. After a confirmation invoice has been issued by G Adventures to the Client, G Adventures reserves the right to impose or surcharges on any Product(s), but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable Product(s), but only where the increase in question is greater than 2% of the original price paid for the Product (excluding add-ons, insurance, and taxes). G Adventures shall provide notice to the affected Client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section.

Where the increase in price is greater than 7% of the price of the applicable Product, upon receiving notification from G Adventures, the affected Client(s) may elect to either: (a) cancel the applicable Product booking without incurring any penalty; or (b) accept the change of price. The Client must notify G Adventures of their election within 14 days of receipt of notice of the increase, or they shall have been deemed to have accepted the price change and have accepted liability for payment of the increase.

From time-to-time G Adventures may offer reduced pricing on selected Product(s). The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed (which, for these purposes, shall mean bookings in respect of which payment of at least a deposit has been received by G Adventures) are not entitled to the reduced pricing.

6. VALIDITY

All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price, subject to the surcharges that may be levied in

accordance these Terms. Changes, revisions, or other amendments may be made to the particulars contained in any G Adventures brochure or on the G Adventures website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

The Client acknowledges that due to the changing nature of travel, they are responsible for keeping up to date on the details of their travel on the G Adventures website, including, but not limited to checking the website at least 72 hours prior to departure to ensure the Client has the most current Product details for the relevant Product as minor changes may have been made since the confirmation of booking.

7. DEPOSITS

Tours and Independent Tours: At time of booking any Product a non-refundable deposit of GBP£100, EUR€250, USD\$250, CAD\$250, AUD\$250, CHF250, ZAR1000 or NZD\$250, as applicable, per person per Tour is due from the Client to G Adventures. If the booking is made 60 days or less prior to departure, the Lifetime Deposit is due at the time of booking. The non-refundable deposit should be sent to G Adventures or to the authorized agent through whom the Client has booked, depending on the original form of booking. G Adventures-designated FIT Tours, or certain Products combined with other forms of Products may require a higher deposit or full payment at the time of booking. The Client will be advised prior to the confirmation of such booking.

Expedition Trips: For any Clients traveling on Expedition Trips a non-refundable deposit of GBP£400, EUR€500, USD\$750, CAD\$750, AUD\$750, CHF750, ZAR3000 or NZD\$750, as applicable, per Client per Product booking is due at the time of booking of such Expedition Trip. If any booking on an Expedition Trip is made 90 days or less prior to the departure of such trip, full payment is due at the time of booking. The non-refundable deposit and signed Medical Form should be sent to G Adventures or to the authorized agent through whom the Client has booked, depending on the original form of booking.

Lifetime Deposits: Should the Client cancel their booking (for any reason other than nonpayment or any other breach of these Terms), the deposit amount as defined above, will be held as a "Lifetime Deposit" with G Adventures, subject to the full extent of these Terms. Lifetime Deposits have no expiry and may be applied, by the Client who originally made the cancelled booking in respect of which such Lifetime Deposit was originally received, towards payment of a deposit on any other G Adventures Product. The Lifetime Deposit is transferable and may be transferred by the Client who originally made the booking to another individual of their choosing by providing notice of same to G Adventures in writing. Any additional costs, such as permit costs above the deposit amount are subject to different terms and conditions and do not form part of such Lifetime Deposit. The Lifetime Deposit has no cash value. Only one Lifetime Deposit may be applied per Client, per Product booked. All Lifetime Deposits must be applied to a new Product booking that is equal or greater value than the Product in respect of which the Lifetime Deposit was originally received. A Lifetime Deposit may not be applied to the same or similar dates of travel or a Product at a price lower than the Product which was cancelled and/or in respect of which the Lifetime Deposit was originally received.

8. CLIENT DETAILS REQUIRED FOR BOOKING

In addition to valid confirmation of a booking with G Adventures (including all Products and Expedition Trips) the Client must provide all necessary information as requested by G Adventures along with their final payment. If the Client fails to provide such information prior to the day full payment is due in respect of the relevant Product, an administrative Fee will be charged to the Client in respect of any costs payable by G Adventures as a result of the Client's failure to timely provide the required information. In addition, if the Client fails to supply required information for certain Product inclusions such as air tickets, Inca Trail permits, and other inclusions, Client shall bear all responsibility and liability for any failure to obtain or provide such inclusion due to the Client's failure. G Adventures also reserves the right to treat such bookings as cancelled and levy any cancellation fees deemed reasonable by G Adventures, in its sole discretion, where Client has not provided full booking details as requested by G Adventures by the relevant time. The information required from each Client will vary based on the Product(s) purchased, and the requirements will be communicated to the Client, or to G Adventures' authorized agent, during the booking process. G Adventures will not be held responsible for any fees levied on the Client as a result of inaccuracies, late, misplaced, or otherwise incomplete or illegible information provided by the Client.

9. AIRFARE

To the extent do not include international airfare or any other flights unless expressly mentioned in the inclusions. G Adventures will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by G Adventures or the applicable airline(s). G Adventures acts only as a sales agent for the applicable airline and the terms and conditions of the air ticket apply to the purchase and use of such ticket. Please consult the air carrier's applicable terms and conditions and/or conditions of carriage for important information regarding cancellation terms, limitations of liability, and other disclaimers. G Adventures is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air tickets or flight status or delays.

10. FINAL PAYMENT & ACCEPTANCE OF BOOKING

Clients should refer to the confirmation invoice sent by G Adventures and/or its authorized agent and/or their applicable confirmation email for details regarding final payment for any Products booked. Payment of the balance of the price for any Product (excluding Expedition Trips and FIT or custom-tailored Products) is due 60 days before the departure date of the first Product to depart (of the Products included in such booking). Payment of the full amount due for any Expedition Trip is due 90 days before the departure date of the first Product to depart (of the Products included in the relevant booking that includes the Expedition Trip). If full payment is not received by such due date, G Adventures may change the rate payable for the Product, or may treat the booking of such Product as cancelled and shall retain the deposit paid on booking as a cancellation fee, at G Adventures' sole discretion. If a Product is booked less than 60 days before the departure date of the first Product to depart (of the Products included in such booking), or less than 90 days before the departure date of the first Product to depart in a booking which includes an Expedition Trip, then the full amount is payable at the time of booking in order for the booking to be confirmed. If, for any Product, payment terms differ from those outlined in this section, the applicable terms will be communicated to the Client prior to booking and shall also be detailed on the applicable invoice.

G Adventures is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the Client as a result of credit card or other payment transactions in connection with the purchase of Products and will not refund or return any fees charged by such third parties in connection with payments made by Clients to G Adventures.

11. CANCELLATION BY THE CLIENT

A Client may cancel their booking by notifying G Adventures or their booking agent, where applicable. The applicable cancellation fees shall be determined with reference to the date on which the request to cancel is received by G Adventures and are expressed hereinafter as a percentage of the total price paid for the cancelled Product, excluding any insurance products.

Cancellation for Tour Product and Independent Tour Product:

- Cancellation received 60 days or more before departure of first Product to depart in relevant booking: Lifetime Deposit shall be held by G Adventures in accordance with the terms hereof, and an amount equal to 50% of the remainder of the payments made by the Client to G Adventures in respect of the cancelled Product shall be refunded to the Client.
- Cancellation received 59-30 days before departure of first Product to depart in relevant booking: Lifetime Deposit shall be held by G Adventures in accordance with the terms hereof, an amount equal to 50% of the remainder of the payments made by the Client to G Adventures in respect of the cancelled Product shall be refunded to the Client.
- Cancellation less than 30 days before departure of first Product to depart in relevant booking: Lifetime Deposit shall be held by G Adventures in accordance with the terms hereof, and no further refund shall be payable to the Client.

Cancellation for Expedition Trips:

- Cancellation 90 days or more before departure of first Product to depart in relevant booking: Lifetime Deposit shall be held by G Adventures in accordance with the terms hereof, the remainder of the payments made by the Client to G Adventures in respect of the cancelled Product shall be refunded to the Client.
- Cancellation 89-60 days before departure of first Product to depart in relevant booking: Lifetime Deposit shall be held by G Adventures in accordance with the terms hereof, an amount equal to 50% of the remainder of the payments made by the Client to G Adventures in respect of the cancelled Product shall be refunded to the Client.
- Cancellation less than 60 days before departure of first Product to depart in relevant booking: Lifetime Deposit shall be held by G Adventures in accordance with the terms hereof, and no further refund shall be payable to the Client.

Cancellation of Arrival Transfers, Pre and/or Post Night Accommodations and My Own Room:

- Cancellation 31 days or more before departure: Clients shall receive a full refund in respect of cancelled Arrival Transfers, Pre and/or Post Night Accommodations and My Own Room.
- Cancellation 30 days or less before departure: No refund shall be payable in respect of any cancelled Arrival Transfers, Pre and/or Post Night Accommodations and My Own Room.

Cancellation of Pre/Post Cruise Add-Ons (including Transfers, Pre and/or Post Cruise Accommodations, and/or flights booked with Expedition Trips)

- Cancellation 90 days or more before departure of first Product to depart in relevant booking: All payments made by the Client to G Adventures in respect of the cancelled Pre/Post Cruise Add-On shall be refunded to the Client.
- Cancellation 89-60 days before departure of first Product to depart in relevant booking: an amount equal to 50% of the payments made by the Client to G Adventures in respect of the cancelled Pre and/or Post Cruise Accommodations shall be refunded to the Client.
- Cancellation less than 60 days before departure of first Product to depart in relevant booking: no refund shall be payable to the Client in respect of the cancelled Pre and/or Post Cruise Accommodations.

Cancellation of Kayaking, Camping, and Theme Packs:

- Cancellation 31 days or more before departure: Client shall receive a full refund in respect of cancelled Kayaking, Camping, and/or Theme Pack.
- Cancellation 30 days or less before departure: No refund shall be payable in respect of any cancelled Kayaking, Camping, or Theme Pack.

12. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY G ADVENTURES

G Adventures guarantees all scheduled Tour departures that have been booked by a Client shall depart as scheduled (subject to reasonably itinerary changes as contemplated elsewhere in these Terms). Brochures, and other printed materials displaying Tour information and departure dates are subject to change, and such dates are excluded from this guarantee. A departure shall become guaranteed once at least one Client has a confirmed booking upon it (secured, at minimum, via valid payment of a deposit). This guarantee is not applicable in the case of Force Majeure, as herein defined.

If a Tour is cancelled by G Adventures before the agreed date of departure for reasons not arising from Force Majeure or the fault or negligence of or within the reasonable control of the Client, the Client shall have the choice of:

- accepting from G Adventures a substitute Product of equivalent or superior value, where such substitute is reasonably available; or
- accepting from G Adventures a substitute Product of lower value if no Product of equivalent or superior value is reasonably available, and to recover from G Adventures the difference in price between the price of the Product originally purchased and that of the substitute Product; or
- accepting from G Adventures a full refund of all monies paid for the cancelled Product(s).

G Adventures is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking including but not limited to visas, vaccinations, non-refundable flights or rail, non-refundable car hire or other fees, loss of earnings, or loss of enjoyment. G Adventures reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where after departure a significant element of the Product(s) as described cannot be provided, G Adventures will make suitable alternative arrangements for the continuation of the trip (Product(s)). If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternative, G Adventures will provide the Client a refund of unused Products or Product portions.

13. TRAVEL DOCUMENTS

The Client is entirely responsible for securing and must be in possession at all times while on a Tour of a valid passport

required for entry, departure and travel to each country or region visited or traveled through throughout the itinerary of the applicable Tour, and for re-entry to the Client's country of residence or departure as well as all visas, permits and certificates including but not limited to vaccination certificates, insurance policies, required for entry into all regions and participation in all parts of the Tour itinerary. All Clients must have a passport that is valid 6 months after the last day of travel. G Adventures. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Client agrees that they are responsible for the full amount of any loss or expense suffered or paid by G Adventures which are a direct result of the Client's failure to secure proper travel documentation. G Adventures does not represent or warrant the accuracy of any information or advice given by G Adventures regarding matters including but not limited to visas, vaccinations, climate, clothing, baggage, and/or special equipment and Client agrees that G Adventures is not responsible for any errors or omissions in such information.

14. FLEXIBILITY & UNUSED SERVICES

By booking a Product with G Adventures, the Client agrees that the nature of adventure travel requires considerable flexibility and acknowledges that they will permit reasonable alterations to the Product(s) and/or any Tour itinerary by G Adventures. The Client acknowledges their understanding that the routes, schedules, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include sickness or mechanical breakdown, incidents in the location where the Product will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseen circumstances which are beyond the reasonable control of G Adventures and that G Adventures is not liable to any Client for such changes or amendments.

G Adventures shall not be liable for or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of G Adventures, its agents, or representatives, which shall include any termination of the Client's participation in the Product due to the Client's own fault, negligence or breach of these Terms.

15. CHANGES

Changes made by G Adventures: Reasonable changes to any Product or the itinerary of any Product may be made where deemed necessary or advisable for operational reasons by G Adventures, in its sole discretion. If G Adventures makes a Material Change (defined as a change affecting at least one in three full days of the itinerary, or which materially affects the character of the Product in its entirety) to any Product, G Adventures will inform the Client(s) booked on such Product of any Material Change as soon as reasonably possible, provided that there is sufficient time before departure to properly notify all affected Clients. If a Material Change is made more than 14 days prior to departure, the affected Client may elect to:

- accept the Material Change and proceed with the amended Product;
- book another Product of equivalent or greater value, if available (the Client shall be responsible for paying any difference in price between the amended Product and the Product booked in its place);
- book another Product of a lower value, if available, with a refund payable to the Client of the difference in price; or
- cancel and receive a full refund of all monies paid in respect of the land-only portion of the applicable Product (and for clarity, this shall not extend to additional Products booked by the same Client which are not subject to a Material Change).

The affected Client must notify G Adventures or Client's Travel Agent of their decision within 14 days of receiving the notification of alteration, or they shall have been deemed to accept the Material Change and deemed to have agreed to the amended Product itinerary.

Once a Tour has departed, changes to such Product's itinerary may be necessary or advisable as a result of unforeseen circumstances or other reasons related to effective Product operation, health, safety, Client enjoyment, or Client comfort. Any such changes are at the discretion of G Adventures. The Client acknowledges that they must have reasonable financial resources available to cover incidental expenses on every Product on which they travel, whether or not they arise from a change in the Product itinerary or from generally participating in the Product or travel, and that G Adventures shall not be liable for any Client's failure to prepare adequately for their travel and unforeseen circumstances which may arise during such travel and participation in the Product(s). G Adventures will not be liable for any indirect and/or consequential losses associated with any changes to a Product's itinerary.

Changes made by the Client: Client is responsible for ensuring that information provided to G Adventures in making their booking is accurate, up-to-date, and correct. Bookings are not transferable to other Products. Any changes to the travelling Client's name on any Product booking are subject to G Adventures' approval. Any changes to a booking will depend on availability and will be on a request basis and subject to G Adventures' approval. Any extra costs incurred for making the change requested by a Client will be charged to the Client along with an administrative fee. No changes are permitted to any booking within 10 days of departure of the first Product to depart under the applicable booking.

16. CLIENT'S ACCEPTANCE OF RISK

The Client acknowledges that the nature of the Products is adventurous and may involve a significant amount of risk to Clients' health and/or safety. There are dangers inherent to adventure travel generally and Client acknowledges they have considered such risks to health and safety and are willing to assume them by accepting their booking of such Product. The Client hereby assumes all such risk and does hereby release G Adventures from all claims and causes of action arising from any losses, damages or injuries or death resulting from these risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Product Itineraries. Standards of hygiene, accommodation and transport in some countries where Tours take place are often lower than comparable standards than what the Client may reasonably expect in their home country or region.

The Client acknowledges that the degree and nature of personal risk involved depends on the nature of the Product booked, or the location(s) in which such Product operates, and that there may be a significant degree of personal risk involved in travel on the Product, particularly if such Product involves physical activities, travel to remote locations, carriage by watercraft, participation in extreme sports or other high-risk activities, or travel to countries with under-

developed infrastructure. The Client acknowledges she or he has considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks associated with travel under such conditions. The Client acknowledges and agrees that G Adventures is not responsible for providing information or guidance to the Client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where Products are operated.

The Client must at all times strictly comply with all applicable laws and regulations of all countries and regions visited on the applicable Tour. Should the Client fail to comply with the above or commit any illegal act when on the Tour or, if in the opinion of the G Adventures (acting reasonably), the Client's behavior is causing or is likely to cause danger, distress or material annoyance to others, G Adventures may terminate that Client's travel arrangements on any Product immediately without any liability on G Adventures' part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals or incidentals.

Clients agree that they are responsible for any costs incurred by G Adventures, G Adventures' Third Party Suppliers or G Adventures' partners, as a result of damage, destruction, theft, or excess cleaning fees caused or occasioned by the Client while on a Tour. Clients agree to immediately report any pre-existing damage of this kind to staff of the accommodation, transportation service, or facility (as appropriate) and to G Adventures' representative as soon as possible upon discovery by the Client.

Client agrees to take all prudent measures in relation to their own safety while on any G Adventures Tour, including but not limited to, the proper use of safety devices such as seatbelts, harnesses, and helmets, and obeying all posted signs and warnings in relation to Client health and safety. Neither G Adventures nor its Third Party Suppliers (as hereinafter defined) shall be liable for any failure on the Client's part to comply safety instructions or recommendations of G Adventures or its Third Party Suppliers.

Client agrees to bring any complaints regarding a Product to G Adventures as soon as possible in order to provide G Adventures with the opportunity to address such complaint properly. Client agrees to inform the Tour Leader or other designated G Adventures representative at the earliest opportunity, or to the G Adventures local Office Manager at the nearest location to the applicable Tour, or to G Adventures' Customer Service department directly. G Adventures assumes no liability for complaints that are not properly brought to the attention of G Adventures with sufficient notice for G Adventures to resolve or attempt to resolve any Client complaints. Any complaint made after the completion of a Tour must be received in writing by G Adventures via its agents or directly within 30 days of the end of the Tour in question.

17. G ADVENTURES IS NOT LIABLE FOR ITS THIRD PARTY SUPPLIERS

G Adventures makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with the travel services and other services you purchase or which form the component parts of your Tour(s). Third Party Suppliers and/or subcontractors for the provision of travel services that form part of the Tour(s). Although G Adventures takes all reasonable care in selecting Third Party Suppliers, G Adventures is unable to control Third Party Suppliers and do not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. The travel services and other services provided by Third Party Suppliers are subject to the conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These conditions may limit or exclude liability of the Third Party Supplier. Client acknowledges that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they provide services and G Adventures does not warrant that any Third Party Supplier is in compliance with the laws of the Client's country of residence, or any other jurisdiction.

G Adventures is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than G Adventures and its employees. For clarity, the Client agrees that G Adventures and/or any carrier will not be held liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

18. OPTIONAL EXTRAS

Optional Extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the Product description or itinerary, or in the price of the Product) do not form part of the Product. Client agrees that any assistance given by G Adventures' Tour Leaders or other G Adventures' representative in arranging, selecting, or booking any Optional Extras is purely at the request of the Client, and G Adventures makes no warranties regarding such information and expressly disclaims any liability whatsoever arising from any Optional Extras or participation thereon by any Client, or any information provided by any G Adventures representative or Tour Leader regarding any Optional Extras. Accordingly, the Client hereby releases G Adventures from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

The Vessel used in Expedition Trips carries staff, onboard service providers, which may include medical staff, spa personnel, and/or entertainers who operate as independent contractors. Their services and products are charged as optional extras. Neither G Adventures nor the Carrier is responsible for their performance or products. These contractors contract directly with the Client for their services. Neither G Adventures nor the Carrier is responsible for any such person's acts or omissions in providing goods or services to the Client.

Shore Excursions on Expedition Trips are subject to their own set of Terms and Conditions, separate and apart from these Terms, and may be reserved after an Expedition Trip has been booked and confirmed. All Clients must ensure that they are fit and healthy to undertake Shore Excursions. Any Client using such services or activities shall be deemed to agree and consent that any liability for any loss, damages, death, personal injury, illness, emotional distress, mental

suffering or psychological injury or loss of or damage to property shall be the sole responsibility of the provider of such service or activity.

19. LIABILITY

G Adventures is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any Client, the unforeseeable or unavoidable act or omission of a third party, or the provision of any services that form any part of the Product(s), or a Force Majeure event (as defined herein).

G Adventures shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in a Tour. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. G Adventures cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by G Adventures such as hotels, houses, yachts, vessels, expedition vehicles, or any other mode of transportation.

In the event that any loss, death, injury or illness is caused by the negligent acts and/or omissions of G Adventures or of the Third Party Suppliers of any services which form part of the Contract then G Adventures limits its liability, where applicable by all applicable International Conventions.

Carriage of Clients and their luggage by sea is governed by the Athens Convention which is expressly incorporated into these Terms & Conditions and any liability of G Adventures and/or the Carrier for death or personal injury or for loss or damage to luggage arising out of carriage by sea shall be determined solely in accordance with this Convention. The Athens Convention limits the Carrier's liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Guest unless written notice is given to G Adventures and/or the Carrier.

- in the case of apparent damage, before or at the time of disembarkation or redelivery; or
- in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Any damage payable by G Adventures up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from G Adventures on request.

In so far as G Adventures may be liable to a Client in respect of claims arising out of carriage by sea, G Adventures shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in these Terms shall be deemed as a surrender thereof. To the extent that any provision in these Terms is made null and void by the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further. G Adventures' liability will not at any time exceed that of the carrier under its Conditions of Carriage and/or applicable or incorporated conventions or other legislation. Any liability in respect of death and personal injury and loss of and damage to luggage which G Adventures may incur to the Client, whether under the contract with the Client in accordance with these Terms or otherwise, shall always be subject to the limits of liability contained in the Athens Convention for death/personal injury.

Notwithstanding anything to the contrary elsewhere in these Terms, G Adventures shall not in any circumstances be liable to Clients for any loss or antipodal loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability G Adventures may incur for the negligent acts and/or omissions of its Third Party Suppliers shall be limited to a maximum of the price which the Client paid for the Product, not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then G Adventures liability will not exceed \$1,000. G Adventures will not at any time be liable for any loss of or damage to valuables of any nature. The Client agrees that they shall be precluded from making a double recovery by making the same claims and seeking recovery against G Adventures and its Third Party Suppliers, contractors or other third parties.

20. LIABILITY: NATIONAL GEOGRAPHIC JOURNEYS

G Adventures is not liable for any consequential enrichment for National Geographic Journeys as outlined in its catalog and on its website (www.nationalgeographicexpeditions.com) and has licensed G Adventures to organize and administer any Product classified as National Geographic Journeys. The Client waives any claim against National Geographic Society, National Geographic Expeditions or any of their employees, parents, subsidiaries, affiliates, officers, directors, successors, representatives, assigns (collectively "National Geographic"). The Client acknowledges and agrees that the provisions of Section 16, 17 and 19 apply to National Geographic with respect to any Product classified as National Geographic Journeys. National Geographic shall not be held liable for any damage to, or loss of, property or injury to, or death of, persons, whether direct or indirect, except in the unlikely event that such loss, damage, injury or death is a direct result of National Geographic's gross negligence or willful misconduct related to any Product classified as National Geographic Journeys.

21. FORCE MAJEURE

G Adventures shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for G Adventures failure to commence, perform and/or complete any duty owed to the Client if such death, disability, delay, bodily injury (including emotional distress or injury), illness, damage, or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, hoaxes and where so ever any of the same may arise or be caused, riot, insurrection and any government, riot, fire, extreme weather or any other cause whatsoever beyond the reasonable control of G Adventures; or an event which G Adventures or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, shall constitute "Force Majeure".

22. IMAGES AND MARKETING

The Client agrees that while participating in any G Adventures Product (including, without limitation, Group/Independent travel, Expedition Trips, National Geographic Journeys and other Product(s)) images, photos or videos may be taken by other Clients and/or G Adventures representatives or Tour Leaders that may contain or feature the Client in part or in whole. The Client acknowledges that they consent to such photographs being taken and agrees that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to G Adventures, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees including but not limited to National Geographic), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client.

23. NATIONAL GEOGRAPHIC JOURNEYS: LICENSE TO CLIENT CONTENT

Copyright in all photographs, video, and related materials created by the Client ("Expedition Materials") shall belong to the Client upon creation. By participating in any National Geographic Journeys Tour, the Client grants to G Adventures and National Geographic a non-exclusive, worldwide, irrevocable license to use any Expedition Materials provided by the Client to G Adventures or National Geographic in any media for the following limited purposes: editorial use, promotion of its editorial use, promotion of National Geographic's travel programs, or promotion of the mission of National Geographic. (See more at: <http://www.nationalgeographicexpeditions.com/information/terms>). By participating in any National Geographic Journeys Tour, the Client also grants to National Geographic the license and consent set forth in Section 22.

24. NATIONAL GEOGRAPHIC SOCIETY TRADEMARKS

National Geographic Society owns the words "National Geographic", "National Geographic Society", "National Geographic Journeys," and YELLOW BORDER DESIGN (individually and collectively, the "NG Trademarks"). National Geographic has granted G Adventures a non-exclusive license to use the NG Trademarks for "National Geographic Journeys," separately or in combination with the Yellow Border Design, for the specific purpose of advertising and promoting any Product(s) classified as National Geographic Journeys. G Adventures has no interest or rights in the use of the NG Trademarks other than through this license. G Adventures is a separate legal entity from NG and is in no way an integrated, divisional or consolidated party of NG's business.

25. PRIVACY POLICY

G Adventures must collect personal information from Clients in order to give effect to any booking, to deliver the Products and any collateral services, and to assist in evaluating such Products. G Adventures takes care to safeguard all Client information and protect the privacy of all of our Clients. G Adventures collects, uses and discloses only that information reasonably required to enable us to provide the particular Product(s) that you have requested as described in the G Adventures' Privacy Policy, which can be accessed any time at <http://www.gadventures.com/terms-conditions-privacy/> and is expressly incorporated into these Terms. In particular, G Adventures may share your information, as necessary, with our Third Party Suppliers and operators who deliver services or component parts of Product to Clients, in order to enable them to provide such products and services. All such Third Party Suppliers are bound by the terms of the G Adventures' Privacy Policy. By submitting any personal information to G Adventures, Clients indicate their acceptance of the terms of G Adventures' Privacy Policy.

26. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void for any reason then such term or condition will be deemed severed from these Terms or amended to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

27. CONTRACT PARTIES & SUCCESSORS

These Terms shall enure to the benefit of and be binding upon G Adventure and the Client and their respective heirs, legal and personal representatives, heirs, executors, estate trustees, successors and assigns, as well as anyone named in any booking made by the booking Client on whose behalf the Client is purchasing any Product.

28. APPLICABLE LAW

The Contract and these Terms are subject to the laws of Ontario, Canada and all Clients submit to the exclusive jurisdiction of the courts located in Toronto, Ontario, Canada for the resolution of any dispute under these Terms or concerning a Product.

29. AMENDMENTS

G Adventures reserves the right to update or alter these Terms at any time, and shall post the amended Terms on the G Adventures website at <http://www.gadventures.com/terms-conditions/>. Any such amendment shall take effect 10 days following its posting to the G Adventures website. The latest Terms, as amended, may be accessed any time on G Adventures' website or will be sent to Client upon written request to G Adventures. Clients shall be deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the G Adventures' website. G Adventures recommends that all Clients refer to the Terms prior to their travel to familiarize themselves with the most up-to-date version hereof.