

**GONDWANA TOURS, LLC**  
**BOOKING AGREEMENT**  
(Last revised February 2nd, 2022)

**I. PARTIES**

**A. GONDWANA TOURS, LLC**, 1128 Lowerline St. New Orleans, LA 70118, a Louisiana Limited Liability Company engaged in the business of organizing, promoting, and providing travel services including tours within the United States and international tours, also known as Gondwana Ecotours (hereinafter called “Gondwana” or “the Company”).

**B.** The “Participant”, an individual who wishes to book an expedition on and participate in the Gondwana Tours expedition(s) described herein.

**II. PRICE**

**2.01 Deposit:**

Upon execution of this Agreement, Participant agrees to pay the Deposit in the amount of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS per person. Payment of the deposit indicates Participant’s acceptance of these terms and conditions.

**2.02 Cancellations by Participant and Forfeit of Deposit and Fees**

In the event that Participant should cancel his or her expedition, notice of cancellation must be submitted to Gondwana in writing. Based upon the date Gondwana receives the written cancellation, the following fees apply. All cancellations are subject to a fifty (\$50.00) dollar administrative fee. All refunds are subject to the requirements contained in section 2.05.

**A. Cancellation Notice Received Less than Thirty (30) Days Prior to Departure.** In the event of a cancellation within thirty (30) days prior to departure, **no refunds will be granted** and Participant is obligated to pay the entirety of the trip cost. Participant agrees that Gondwana has earned the entire trip cost if Participant cancels less than thirty (30) days prior to departure, and Participant agrees to pay Gondwana any remaining balance on the entire trip cost prior to the date of departure.

- B. Cancellation Notice Received Less than Ninety (90) but More than Thirty (30) Days Prior to Departure.** Participant agrees that fifty (50%) of the total trip cost is forfeited if Participant cancels less than ninety (90) days prior to departure but more than thirty (30) days prior to departure. In the event of a cancellation within ninety (90) days prior to departure, but before thirty (30) days prior to departure, and Participant timely requests a refund of other costs paid, Gondwana agrees to return all funds received **less** fifty (50%) of the total trip cost.
- C. Cancellation Notice Received More than Ninety (90) Days Prior to Departure.** In the event of a cancellation prior to ninety (90) days before departure, and Participant timely requests a refund of Deposit and any other payments made towards trip costs, Gondwana agrees to return all funds received including Deposit and any other payment towards trip costs, **less** the five hundred (\$500.00) dollar deposit. Participant agrees that if Participant cancels more than ninety (90) days prior to departure, that Gondwana has earned the five hundred (\$500.00) dollar deposit.
- D. Thirty (30) Day Period to Cancel for Trips Booked More than One Hundred Twenty (120) Days Prior to Departure - Refund of Deposit Less \$50.00 Administrative Fee.** Only in the event a trip is booked more than one hundred twenty (120) days prior to departure **and** the Participant timely submits cancellation notice and requests a refund of the deposit within thirty (30) days of booking, the Deposit will be refunded, **less** a fifty (\$50.00) administrative fee. For example, if a Participant books a trip 180 days prior to departure, and then changes his mind, he can cancel and request a refund of his Deposit, but the Deposit is only refundable if he does so within thirty (30) days of booking, in this example before 150 days prior to departure. In this example the Deposit would be returned by Gondwana, less the fifty (\$50.00) administrative fee.

### **2.03 Refunds for Cancellations by Participant**

Cancellations and requests for refund made by Participant must be made in writing. All refunds are subject to the requirements contained in section 2.02.

### **2.04 Payment of Balance**

Because Gondwana must make arrangements well in advance of each trip and often must incur nonrefundable costs in preparation for each expedition, Participant understands that the full balance of the trip must be paid in advance. The balance of the expedition cost shall be due ninety (90) days prior to departure. If not timely paid by Participant,

Gondwana may cancel Participant's itinerary without further notice and without necessity of returning the Deposit. To secure a reservation on a trip departing within ninety (90) days, payment in full is required at the time of booking.

## **2.05 Cancellation by Gondwana and Flexibility of Arrangements**

- A.** Participant recognizes that travel including international travel is subject to political situations, meteorological conditions, natural and man-made disasters, safety issues, health epidemics, airline and other provider delays, rescheduling, and cancellations, and any other foreseeable or unforeseeable condition that may arise. In the event that Gondwana determines, in its sole discretion, that an itinerary must be cancelled, delayed, or rescheduled for any reason, Gondwana may cancel the itinerary. In the event that insufficient numbers of participants enroll in any specific itinerary, Gondwana may cancel or reschedule that itinerary. In this event, Gondwana agrees to apply all funds received from Participant to any other available Gondwana itinerary of Participant's choosing or to the rescheduled trip to the same destination, at Participant's option.
- B.** At any time or due to foreseeable or unforeseen conditions, Gondwana may elect at its sole discretion, either in advance or during a trip, to deviate from the published arrangements in the itinerary and choose substitute arrangements of similar quality; this determination is to be made at Gondwana's sole discretion. Participant agrees and understands that any deviations from published accommodations, meals, activities, providers, or other travel arrangements are made at Gondwana's sole discretion and that Gondwana will owe Participant no refund, reduction in price, or compensation for any such deviation.

## **III. PARTICIPANT TERMS**

### **3.01 Acknowledgment and Assumption of Risks**

Gondwana's expeditions are unique, exotic, and unusual. Gondwana ecotours are designed to wow and educate participants, while helping to sustain local communities and lightening the environmental footprint of travel. Gondwana emphasizes natural experiences. Due to the unique nature of Gondwana's adventure experiences, the unpredictable nature of travel, weather, and environmental factors including wild

animals, there may be more risks encountered by Gondwana participants than might be encountered on a run-of-the-mill vacation.

Participant acknowledges that he or she willfully assumes any and all risks associated with participating in this trip. Without limitation, Gondwana is not responsible for any injury, death, loss, damage to person or property in connection with the trip. Participant agrees not to hold Gondwana, its members, managers, employees, independent contractors, agents and representatives liable for any loss, injury, or damage incurred in the absence of gross negligence.

### **3.02 Physical and Medical Limitations**

Participant is responsible for meeting with his or her physician to discuss the destination, activities, and hazards or risks which may be encountered during the itinerary. Participant is responsible for obtaining any and all immunizations, medications, and any other items which may be needed by Participant based upon his or her conditions. Some itineraries are more physically demanding than others; trip descriptions should be reviewed thoroughly by prospective Participants to determine whether the trip is appropriate for each Participant. Gondwana encourages Participants to prepare physically for the conditions and activities which may be encountered during the trip, such as training for long hikes and breaking in equipment and hiking boots well ahead of departure. Any medical conditions which may limit Participant's ability to participate fully in the itinerary should be disclosed to Company. If a condition arises during the trip, Participant agrees to notify the tour leader immediately.

### **3.03 Travel Documents**

Participant is responsible for obtaining and completing the necessary travel documents, ensuring their sufficiency, and paying any applicable fees therefore, including passports, visas, customs declarations, entry/exit taxes, immunization records, and any other travel documentation which may be required by a destination country. For example, Participant is responsible for verifying that his or her passport is not expired, that it has sufficient blank pages as required by the destination (at least five), and that the passport is not due to expire within the specified time period (at least six months after completion of the trip). Participant must provide his or her passport information to Gondwana at the time of booking for international trips.

### **3.04 Arrangements for Travel to/from Itinerary Start/ End Point**

Participants are responsible for their own travel to the itinerary start point indicated in Gondwana's published materials and are responsible for their own travel from the

itinerary end point to their home destinations. These costs are not included in the “Trip Cost” unless expressly stated. Participants should plan to arrive with sufficient time to make it to the itinerary start point prior to the departure time. In the event that Participant is delayed for any reason, Gondwana has no obligation to wait for Participant to arrive in order to begin the trip, and Participant is responsible for his/her own change fees, overnight expenses, lodging, meals, transportation costs and arrangements to meet up with the group. No refunds or reductions will be issued for any portion of the trip missed or costs incurred due to Participant being delayed in traveling to the itinerary start point for any reason.

### **3.05 Participant’s Responsibility for Safety, Health, and Equipment**

- A. Gondwana recommends that all Participants obtain travel, health, and medical evacuation insurance, which are recommended protections for Participant. Participant is responsible for obtaining these protections for him/her self at adequate levels. If Participant chooses not to follow these recommendations, this decision is Participant’s own decision and is made at Participant’s own risk; Gondwana shall not be responsible for this decision or any resulting damages. No refunds beyond those described in the cancellation policy herein will be granted.
  
- B. Participants should visit [www.cdc.gov](http://www.cdc.gov) to review any required or recommended inoculations, medicines, and/or other treatments for their destination. For the wellbeing of all Participants, Gondwana Ecotours has the right to adjust its immunization and/or virus testing policies based on the then current requirements and recommendations of relevant international, federal, state, and local authorities and advisors. Changes to these policies will not justify cancellations or refunds outside of the cancellation provision at Section 2.02 of this agreement.

Gondwana recommends that each Participant consult with his or her physician regarding the Participant’s travel plans, to determine Participant’s fitness to participate, and discuss required inoculations and/or those recommended by Participant’s physician and any other medications such as malaria prophylactics or travelers’s diarrhea prescriptions. Participant is responsible for his or her own medical decisions and abiding by his or her Physician’s recommendations and/or obtaining any required or recommended inoculations or medications prior to travel to the destination at Participant’s cost. Participant is responsible for discussing his or her travel plans with his or her physician and following any recommended precautions; Gondwana is not responsible for Participant’s own medical decisions or conditions.

- C. In the event that Participant becomes physically or mentally incapable of continuing with an itinerary, or in the event that Gondwana at its sole discretion determines it is necessary to make arrangements for Participant to leave the expedition to receive medical or mental health care, or if Participant is arrested or detained by law enforcement during the expedition, or proceeds with a course of action which would be considered illegal under the laws of the United States or the country in which the expedition occurs, Gondwana may terminate Participant's participation in the expedition without necessity of providing any refund.
- D. In the event Participant's participation is terminated for any reason including those listed in Section C above, or in the event of medical emergency requiring arrangements for care, Participant agrees to make any such arrangements that may be necessary and to pay all costs for such arrangements at the time of service or purchase. Only in the extraordinary event that Participant is physically or mentally incapable of doing so, or if required by the care provider, shall Gondwana incur any such costs up front for Participant's benefit. In the event that Participant cannot or will not make such arrangements, Participant agrees that Gondwana may make such arrangements on Participant's behalf as may be necessary in Gondwana's sole discretion, and Participant agrees to indemnify Gondwana Tours and be responsible for the cost of any arrangements made on Participant's behalf. Any such costs paid by Gondwana shall be reimbursed by Participant within thirty (30) days, and any unpaid amounts after thirty (30) days shall be subject to interest at the rate of twelve (12%) percent per annum, with Participant additionally responsible for any attorneys fees or costs incurred in collection thereof. Gondwana shall not be responsible for these costs, nor shall Gondwana be held responsible for any other claims connected to termination of Participant's participation. Participant assumes all risks by participating and agrees to assume the responsibility of his or her acts, indemnifying and holding Gondwana harmless for all damages, attorney fees, and costs.
- E. Participant is responsible for bringing and carrying his or her own equipment and gear and packing appropriately for the destination, with the exception of any items which are listed as being provided in Gondwana's published materials regarding the trip. Gondwana will offer packing suggestions for the itinerary, however Participant is responsible for ensuring his/her own comfort by researching what he or she may need for the planned activities in that destination and packing appropriately and bringing sufficient gear. Gondwana is not responsible for loss, theft, damage, or destruction of any item that Participant brings or purchases on the trip. In some instances, luggage weight or size

restrictions will apply, and these restrictions will be communicated to Participants in advance; failure to comply with these restrictions will be at Participant's expense.

### **3.06 Compliance with Laws**

Participant agrees to comply with all U.S. as well as destination country Federal, State and local regulations and laws, and any other applicable laws. Any criminal, illegal, tortious (intentional or unintentional), negligent, fraudulent, or otherwise improper or inappropriate actions taken by Participant are expressly deemed to be his/her own actions for his/her own benefit, are not in any way the responsibility of Gondwana, with Participant agreeing to indemnify and hold harmless Gondwana, and absolving the Company and its principals, managers, officers, employees, and partners of all liability, vicarious or otherwise. Participant agrees that Gondwana may terminate Participant's participation in the itinerary without compensation or refund if Participant takes such actions.

## **IV. GENERAL DUTIES AND RESPONSIBILITIES OF PARTICIPANT**

In addition to the foregoing provisions, the parties also agree that Participant shall:

- 4.01** Pay Gondwana the agreed-upon deposit as well as the remaining balance of the trip cost, at the agreed-upon time, as herein described.
- 4.02** Provide any required information to Gondwana including personal information necessary for Gondwana to make travel and other arrangements, and including Participant's independent travel itinerary including flight information, for arrival at the beginning of the itinerary.
- 4.03** Make travel arrangements and be responsible for Participant's travel expenses for travel to the beginning point of the itinerary or return from the end point of the itinerary, and for any expenses incurred by Participant before, during, or after the trip. Gondwana shall not be responsible for Participant's expenses for any items not listed as included in the itinerary description including but not limited to meals, alcohol, upgrades, extra excursions, purchases made during travel, or any other expenses incurred.
- 4.04** Participant assumes all risks by participating and agrees to assume the responsibility of his or her acts, indemnifying and holding Gondwana harmless for any and all damages, attorney fees, and costs. Any criminal, illegal, tortious (intentional or unintentional), negligent, fraudulent, or otherwise improper or inappropriate actions taken by Participant

are expressly deemed to be his/her own actions for his/her own benefit, are not in any way the responsibility of Gondwana, with Participant assuming all liability therefore and agreeing to indemnify and hold harmless Gondwana, and absolving the Company and its principals, managers, officers, employees, subcontractors, providers, and partners of all liability, vicarious or otherwise, to any person or property, including but not limited to other participants.

- 4.05** Participant agrees not to use any Gondwana proprietary information, including but not limited to any information provided to Participants in Gondwana communications or materials, media including photography and video, pricing information, forms, business model and marketing tactics, other participants' contact information, and any other business information and proprietary ideas, plans, strategy, systems and forms of Gondwana which Participant may acquire before, during, or after the expedition, but which proprietary information is not widely available for public use, for his or her own financial gain or in pursuit thereof.

## **V. OTHER TERMS**

- 5.01** All of the terms, covenants, agreements and conditions herein shall be binding upon all of the parties hereto, and their respective heirs, executors, administrators, and assigns.
- 5.02** This Contract shall be governed by the laws of the State of Louisiana in all respects.
- 5.03** The parties agree that disputes under this Agreement are to be settled by binding arbitration, that Gondwana and Participant will have opportunity to be present and submit evidence in any arbitration, and that the following arbitrator and location selected by the arbitrator are hereby agreed upon by all parties:

Except as otherwise expressly set forth herein, any controversy or dispute arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration with retired Judge Frederick Steve Ellis, 2406 Laurel Street, New Orleans, Louisiana 70130, (985) 264-2147. In the event that Judge Frederick Steve Ellis is unable or unwilling to arbitrate, then retired Judge John W. Greene, 701 Menetre Drive, Covington, Louisiana 70433, (985) 892-6876 shall arbitrate. In the event that Judge John W. Greene is unable or unwilling to arbitrate, then the parties agree to use Michael G. Helm, 832 E. Boston Street, Unit 4, Covington, LA 70433, (985) 867-8667. In the event Michel G. Helm is unable or unwilling to arbitrate, then the parties agree to use a single arbitrator from Mediation Arbitration Professional Systems, Inc. (MAPS), MAPS, Two Lakeway Center, 3850 North Causeway Boulevard,



Suite 400, Metairie, Louisiana 70002, (504) 831-2141, who shall arbitrate this issue. In the event that MAPS is unable or unwilling to arbitrate, then the parties agree to use a single arbitrator from The American Arbitration Association, 13455 Noel Rd, Dallas, TX 75240, (972) 702-8222, who shall arbitrate the issue. The arbitrator's decision shall be final and binding on all parties. Said decision shall be non-appealable and may be enforced by entry in the 22<sup>nd</sup> Judicial District Court in and for the Parish of St. Tammany, State of Louisiana, the venue selected by the parties. The arbitrator shall determine who shall bear the ultimate cost (including attorney's fees). In the event judicial intervention is needed, the parties do hereby specifically and affirmatively provide for the use of injunctive relief to require the use of this arbitration provision, and to protect the status quo. In the event judicial intervention is needed, the parties do hereby agree to litigate in the 22<sup>nd</sup> Judicial District Court in and for the Parish of St. Tammany, State of Louisiana, the venue selected by the parties.

**5.04 Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, at different times and/or places, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic signatures may be used on any counterparts hereof, and that the electronically signed document or reproduction thereof shall be deemed an original, for all purposes, admissible into evidence as an original record for all purposes, and that electronic signatures hereon shall be deemed authentic and presumed to be genuine, to the same extent as if it were a manually signed original paper record.

**5.05 Notice.** All notices required or agreed to be given hereunder by any party shall be in writing unless stated otherwise herein, at the following addresses or such other addresses as provided in writing by one party to the other:

Participant has read Gondwana's recommendations for travel, health, and medical evacuation insurance and understands the importance of these recommended protections. If Participant chooses not to follow these recommendations, this decision is Participant's own decision and is made at Participant's own risk; Gondwana shall not be responsible for this decision or any resulting damages.

Participant is responsible for discussing his or her travel plans with his or her physician and following any recommended precautions. Participant is responsible for obtaining any inoculations or medications recommended by his/her physician prior to travel to the destination at Participant's cost.

PARTICIPANT INITIAL HERE:  _____
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Agreed to as of:

**(SIGN NAME)**

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**Date**

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**(PRINT NAME) Participant**

**[For International Travel]**

**Passport Information:**

Name: \_\_\_\_\_

Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Number of Blank Pages: \_\_\_\_\_