

GONDWANA TOURS, LLC
BOOKING AGREEMENT
(Last revised October, 22, 2024)

I. PARTIES

A. GONDWANA TOURS, LLC, 3924 Cleaveland Ave. Unit B, New Orleans, 70119, 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. “Participant” is an individual who wishes to book and participate in the Gondwana Tours expedition(s) described herein (the “Tour”).

II. PRICE

2.01 Deposit:

Upon execution of this Agreement, Participant must 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.

**Deposits for Rwanda: Gorilla Trekking Adventure are \$1,500 USD per person and are non-refundable.*

**Deposits for Alaska: Whales & Waterfalls Yacht Adventure are \$2,000 USD per person, and cancellations processed after 30 days from the time the deposit was placed are not eligible for any refund.*

2.02 Cancellations by Participant and Forfeit of Deposit and Fees

In the event that Participant should cancel their Tour, notice of cancellation must be submitted to Gondwana Ecotours in writing to Info@GondwanaEcotours.com. Based upon the date Gondwana receives the written cancellation, the following fees apply. All cancellations are subject to an administrative fee of one hundred and fifty (\$150.00). This fee is waived if the cancellation occurs within 30 days of the time the deposit was paid, provided it is still 121 or more calendar days before the first day of the tour. All refunds are subject to the requirements contained in section 2.06.

Book your future Gondwana Ecotours Adventure with confidence. Our cancellation policy is simple:

Cancellation Date	Cancellation Policy
Book today, pay a \$500 deposit	Refundable if canceled within 30 days of booking date as long as the departure is more than 121 days out.
Cancel 120 to 65 days from departure	50% refund or 65% credit* towards a future trip with Gondwana Ecotours
Cancel 64 to 00 days from departure	No refund or credit

**You may rebook at a future date within two years of the date of your original departure to take advantage of your credit, i.e., credits expire after two years from the initially booked Tour date.*

**Deposits for Rwanda: Gorilla Trekking Adventure are non-refundable*

**Deposits for Alaska: Whales & Waterfalls Yacht Adventure are non-refundable if cancellations are made after 30 days from the time the deposit was placed.*

2.03 Name Change Request by Participant and Fee

Name change requests to bookings previously made by Participant must be made in writing, clearly stating the names of the individuals involved. All name change requests are subject to a one hundred and fifty dollars (\$150) administrative fee per person. This fee is waived if the request occurs within 30 days of the time the deposit was paid, provided it is still 121 or more calendar days prior to departure.

2.04 Refunds for Cancellations by Participant

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

2.05 Payment of Balance

Because Gondwana must make arrangements well in advance of each trip and often must incur nonrefundable costs in preparation for each Tour, Participant understands that the full balance for the Tour must be paid in advance. The balance of the Tour cost is due one hundred and twenty (120) days prior to departure. If not timely paid by Participant, Gondwana may cancel Participant's itinerary without further notice and Participant's Deposit will be forfeited. To secure a reservation on a Tour Departing within one hundred and twenty (120) days, payment in full is required at the time of booking.

2.06 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 a Tour must be canceled, delayed, or rescheduled for any reason, Gondwana may cancel the Tour. In the event that insufficient numbers of participants enroll in any specific Tour, Gondwana may cancel or reschedule that Tour. In this event, Gondwana agrees to apply all funds received from Participant to any other available Gondwana itinerary of Participant's choosing or to a rescheduled trip to the same destination, at Participant's option, within two years of the original departure date.
- B.** At any time or due to foreseeable or unforeseen conditions, Gondwana may elect at its sole discretion, either in advance or during the Tour, 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 Ecotours are designed to wow and educate participants, while helping to sustain local communities and to lighten 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 Tour. Without limitation, Gondwana is not liable to Participant for any injury, death, loss, or damage to Participant's person or property in connection with the Tour. In the absence of Gondwana's gross negligence, Participant agrees not to hold Gondwana, its members, managers, employees, independent contractors, agents and representatives liable for any loss, injury, or damage incurred by Participant during the Tour.

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 Tour. 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 Tour's itinerary should be disclosed to Company. If a medical condition or symptoms arise during the trip, Participant agrees to notify the guide 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 Tour's start point indicated in Gondwana's published itinerary and are responsible for their own travel from the Tour's endpoint 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 Tour 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 Tour's 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 themselves 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.** 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 inoculations recommended by Participant's physician and any other medications such as malaria prophylactics or traveler's diarrhea prescriptions. International travelers should visit www.cdc.gov to review any recommended and required treatments for the destination. Participant is responsible for his or her own medical decisions and abiding by his or her Physician's recommendations and/or obtaining any 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 Tour to receive medical or mental health care, or if Participant is arrested or detained by law enforcement during the Tour, 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 Tour occurs, Gondwana may terminate Participant's participation in the Tour without providing any refund.
- D.** Participant is responsible for bringing and carrying their own equipment and gear and packing appropriately, with the exception of any items which are listed as being provided in Gondwana's published materials regarding the Tour. Gondwana will offer packing suggestions for the Tour, however Participant is responsible for ensuring their 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 Tour. 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.

- E.** Participant authorizes Gondwana to sign waivers on their behalf for activities listed in the brochure, such as kayaking or bear viewing, in order to make things easier for Participants and our third party activity providers. We will send you copies of any and all waivers to review, and if you have any concerns, we will address them, and give you the opportunity to withdraw your signature.

3.06 Compliance with Laws

Participant agrees to comply with all applicable laws, including the laws of the U.S., the laws of the destination country, and any local laws, rules, and regulations. Any criminal, illegal, tortious (intentional or unintentional), negligent, fraudulent, or otherwise improper or inappropriate conduct of Participant are expressly deemed to be their own conduct for their own benefit, are not in any way the responsibility of Gondwana, with Participant agreeing to indemnify and hold harmless Gondwana, and absolving Gondwana 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 Tour without compensation or refund if Participant's conduct is in violation of this Section 3.06.

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 Tour's cost, at the agreed-upon time, as herein described.
- 4.02** Provide to Gondwana any required information necessary for Gondwana to make itinerary arrangements, including Participant's independent flight information and travel itinerary for arrival at the Tour start point.
- 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 Tour. Gondwana is not responsible for Participant's expenses for any items not expressly included in the itinerary description including but not limited to meals, alcohol, upgrades, extra excursions, purchases made during travel, or any other personal expenses incurred by Participant.

- 4.04** Participant assumes all risks by participating and agrees to assume the responsibility of his or her acts, and indemnifies and holds 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.

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 22nd 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 22nd 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 to Company hereunder shall be in writing at Info@GondwanaEcotours.com.

Agreed to as of:

(SIGN NAME)

PARTICIPANT INITIAL HERE: _____

Date

(PRINT NAME) Participant

[For International Travel]

Passport Information:

Name: _____

Number: _____

Expiration Date: _____

Number of Blank Pages: _____