

TERMS AND CONDITIONS

THIS DOCUMENT CREATES A CONTRACTUAL RELATIONSHIP BETWEEN THE EVOLVED TRAVELER AND YOU, THE CUSTOMER/PARTICIPANT IN THE VACATION PACKAGE PROVIDED BY THE EVOLVED TRAVELER, AFTER READING THIS ENTIRE CUSTOMER AGREEMENT (THE "AGREEMENT"), IN ORDER FOR YOUR TRAVEL OR VACATION PACKAGE RESERVATION TO BE COMPLETED, YOU MUST INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS FOUND IN THIS AGREEMENT.

LIMITS ON THE EVOLVED TRAVELER'S RESPONSIBILITIES

THE EVOLVED TRAVELER and its affiliates, owners, officers, agents, employees, contractors and subcontractors (hereafter in this paragraph "THE EVOLVED TRAVELER") purchase transportation, hotel accommodations, restaurant services and other services from various independent suppliers that are not subject to its control. THE EVOLVED TRAVELER, nor any associate organization, agent, employee, contractor or subcontractor shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of THE EVOLVED TRAVELER, owners, officers, agents, employees, contractors and subcontractors, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers.

In addition, THE EVOLVED TRAVELER cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of THE EVOLVED TRAVELER. In no event will THE EVOLVED TRAVELER be responsible for incidental, consequential or special damage or loss suffered by any person. THE EVOLVED TRAVELER's maximum liability, for any reason whatsoever, will be limited to the amount paid to THE EVOLVED TRAVELER for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, THE EVOLVED TRAVELER is not acting as principal but only as agent for the companies, LLCs or persons providing or offering the means of transportation and accommodation. To the extent THE EVOLVED TRAVELER shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation.

RESERVATIONS & PAYMENTS

Deposits and all payments may be made by cashier's check or credit card (Visa, MasterCard, American Express and Discover) on any journey from THE EVOLVED TRAVELER

Deposit schedules are for journey costs only and are as follows:

| | |
|------------------------------|-------------------|
| At time of reservation: | 25% of total cost |
| 90 days prior to departure*: | Balance due |

If you make your reservation less than 90 days prior to your scheduled departure, full payment will be collected at time of booking. *Due to financial commitments, some journeys may require final payment

120 days before departure. Journeys with special events may require additional deposits and may be subject to alternate cancellation terms as indicated in the detailed itinerary.

EVOLVED EXPEDITION PLANNING FEE:

Creating a personalized, private journey is very time-intensive and requires a planning fee to initiate. The fee schedule is as follows:

| | |
|---------------------|--------|
| Outside of 60-Days: | \$250* |
| Within 60-Days: | \$500* |

This non-refundable fee will automatically be credited toward the final payment of your trip.

After receiving your planning fee, we will prepare a draft itinerary and review with you all the logistics and provide you with a total cost estimate.

*Certain specialty trips such as safaris and those with rail or cruise components may require a higher non-refundable itinerary planning fee. You can send us a check, or to begin the process right away, you can give us a credit card number (Visa, MasterCard, American Express, or Discover.)

COST OF JOURNEYS INCLUDES:

HOTELS - Based on availability, THE EVOLVED TRAVELER offers luxurious or best available room will be included in the cost. Single rooms must be reserved in advance at a supplementary cost. Right is reserved to substitute hotels for those named provided in a personal itinerary or on THE EVOLVED TRAVELER website when necessary. Specific bed types should be requested at time of booking and cannot be guaranteed.

MEALS: As noted in itinerary. Every effort will be made to provide bottled water, soft drinks, coffee or tea are included with meals but this cannot be guaranteed.

TRAVEL DIRECTOR. Some journeys will include the services of the Travel Director who will manage all matters pertaining to the journey operation

SIGHTSEEING: With English-speaking guide as shown in the itinerary, including entrance fees for places visited. Air-conditioned vehicles are utilized when available. Four-wheel-drive vehicles may be used in many locations as necessary. Water is included on all sightseeing excursions unless unavailable in a particular destination or location.

LUGGAGE. All transportation and transfer of two full-size suitcases, except when mandated by charter air carriers or airlines. On some programs baggage may be limited to 20 pounds. Traveler will be responsible for overweight charges imposed by an airline or air charter company.

PORT TAXES. All port taxes on cruise portions of itineraries are included.

TRANSFERS. Group or individual airport transfers on arrival and departure flights.

COST OF THE EVOLVED TRAVELER JOURNEYS DOES NOT INCLUDE

Air transportation; airport taxes; passport and visa expenses; laundry, alcohol, and all items of a personal nature; expenses of guides, buses or cars for sightseeing not included in the itinerary; excessive baggage charges; health, accident, baggage, and trip cancellation insurance; gratuity to hotel, cruise, train and restaurant staff as well as local guides and drivers for normal on-journey services or for any personal services; gratuity to the Travel Director; and other items not mentioned as being included.

PASSPORTS / VISAS

You are responsible for obtaining any travel documents and/or verifying entry requirements necessary for each country of travel and/or transit on your selected itinerary. Entry laws differ with respect to each traveler's citizenship. THE EVOLVED TRAVELER cannot obtain personal travel documents for customers or assume responsibilities for notice of countries' current requirements. You are responsible for any expenses incurred as a result of the delays or itinerary changes related to your lack of appropriate travel documents.

PRICING & CHANGES

Prices include all items noted above and are based on current rates of exchange at the time of trip proposal and/or confirmation. THE EVOLVED TRAVELER reserves the right to increase tour prices and without notice to withdraw any part or the entire trip and to make such changes as may be necessary, and the resulting extra cost, if any, shall be paid by the guests.

UNUSED SERVICES

If you make any changes to any portion of your journey after you have departed, such changes will be completely at your own expense. Refunds are not available for services provided in the journey prices not utilized by you.

CANCELLATION POLICY:

The cancellation policy is applicable to all **THE EVOLVED TRAVELER** journeys. Written notice must be received by certified, mail, fax or email.

Cancellation fees are as follows:

- **Cancellations received up to 91 days prior to departure: 10 % of tour price per person**
- **Cancellations received 90-61 days prior to departure: 25% of tour price per person**
- **Cancellations received 60-31 days prior to departure: 50% of tour price per person**
- **Cancellations received within 30 days prior or en route: 100% of tour price per person**

You may transfer your reservation, depending upon availability, from one journey to another (in the same calendar year) by notifying us at least 91 days prior to the journey for a transfer fee of \$50 per person, after which time our cancellation policy applies. THE EVOLVED TRAVELER is not responsible for additional expenses such as airline cancellation fees, visa fees, vaccinations, purchases of clothing or equipment or other expenses that may occur as a result of the cancellation.

Once THE EVOLVED TRAVELER has accepted deposits for a THE EVOLVED TRAVELER journey, the departure is guaranteed, except in case of 1) force majeure, which includes any major events that adversely affect international travel patterns, events that endanger travelers, or 2) circumstance beyond THE EVOLVED TRAVELER's control among other things.

THE EVOLVED TRAVELER does its best to operate all journeys planned or listed but many operational circumstances and program aspects are outside of our control, and as such, we reserve the right to cancel a program for any reason. Should a program be cancelled or inoperative we will inform you as soon as possible about the cancellation. THE EVOLVED TRAVELER is not responsible for additional expenses that may occur /as a result of the cancellation, such as airline cancellation fees, visa fees, vaccinations, purchases of clothing or equipment for the cancelled program or other expenses.

CANCELLATION, TRIP INTERRUPTION & BAGGAGE INSURANCE

The Evolved Traveler recommends that you purchase a Travelex travel protection plan to help protect you and your trip investment.

Consider travel protection for:

- Trip Cancellation
- Trip Interruption
- Emergency Medical Expenses
- Emergency Evacuation/Repatriation of Remains
- Trip Delay
- Baggage & Personal Effects
- Baggage Delay and more.

TRAVEL ASSISTANCE & CONCIERGE SERVICES*: With a Travelex Travel Protection Plan, emergency assistance and travel services are just a phone call away from virtually anywhere in the world.

YOU HAVE 24/7 ACCESS TO A WIDE RANGE OF SERVICES:

- Visa Requirements
- Cash Transfers
- Assistance with Lost Tickets or Passports
- Local Medical Care
- Emergency medical assistance
- International Dining Suggestions
- And More!

For more information on the recommended plans or to enroll, click on the link below or contact Travelex Insurance Services at 800-228-9792 and **reference location number 05-1426**.

Please Note: To be eligible for the waiver of pre-existing medical condition exclusion, the protection plan must be purchased within 21 days (Travel Select) or 30 days (Travel Max) from the time you make your initial trip deposit. However, the plan can be purchased any time prior to departure.

Not concerned about cancelling your trip?

Select the \$0 trip cost level to receive all other base plan benefits including medical, baggage, trip delay and even \$1,000 of trip interruption coverage.

*Travel Assistance & Concierge Services are provided by the designated provider as listed in the Description of Coverage. This is a brief description of benefits. For a summary of plan details on benefits, coverages, limitations and exclusions, please refer to the applicable Description of Coverage. Travel Insurance is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC #10952. Travelex CA Agency License #0D10209. 1308333

ELIGIBILITY

All guests are expected to be in good health. We consider our journeys to be active. Moderate to strenuous exertion, including long walks and climbing stairs is sometimes an integral part of your journey. Riding in four-wheel-drive vehicles on rough terrain or unpaved paths can aggravate back conditions. Flying aboard small aircraft is required in many areas.

HEALTH & INOCULATIONS

Immunization requirements vary from country to country. Please consult your personal physician and/or local public health board, or the Centers for Disease Control and Prevention (CDC) in Atlanta (404-322-4559 or www.cdc.gov/travel). Additionally, we strongly suggest you have a complete physical since some itineraries include areas of high altitude and extreme temperature fluctuation. Bring this to your doctor's attention. Required inoculations, if any, must be recorded by traveler's health practitioner on a valid vaccination certificate which the traveler must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy or mental illness should not participate in these rigorous travel programs.

ACKNOWLEDGMENT OF RISK

You understand and acknowledge that your travel in connection with and participation in the vacation package arranged at your request by THE EVOLVED TRAVELER may involve risk and potential exposure to injury and possibly death. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, subcontractors, officers or agents of THE EVOLVED TRAVELER or the negligence or participation of other participants, contractors and/or subcontractors to THE EVOLVED TRAVELER. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks,

dangers and hazards are a potential in connection with recreational activities which may take place during your trip.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this vacation package in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of THE EVOLVED TRAVELER.

CALIFORNIA SELLER OF TRAVEL PROGRAM –California Seller of Travel registration: #2125625-40.

IMPORTANT NOTICE

THE EVOLVED TRAVELER Journeys vary in pace, but in general, they require participants to be in good physical and mental health. THE EVOLVED TRAVELER will make reasonable efforts to accommodate the special needs of its travelers; however, such travelers should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals are sharply limited. Accordingly, when you reserve your journey, please inform THE EVOLVED TRAVELER of any physical disabilities or limitations so that we can help you determine the appropriateness of the itinerary you select. Notwithstanding the foregoing, THE EVOLVED TRAVELER reserves the right to decline, to accept or retain any person as a passenger should such person's health or mental condition or physical infirmity or general deportment impede the operation of the trip or the rights or welfare or enjoyment of other guests; refund of unused land services is the limit of THE EVOLVED TRAVELER's liability. It is the guest's responsibility to judge the appropriateness of these travel activities to their physical capabilities. At times, the vendors with whom THE EVOLVED TRAVELER contracts may require a doctor's release to travel for travelers of a certain age with special disabilities.

ARBITRATION

You hereby agree that any dispute concerning, relating or referring to this Agreement, the brochure/flier /website/invoice or any other literature concerning your trip, the trip itself or any claim for damages due to injury or death which occurs during or in connection with the trip shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in an arbitration conducted in **Los Angeles County, California, USA**. Such proceedings will be governed by substantive California law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

WAIVER OF JURY TRIAL

IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION

THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT

REGARD TO CONFLICTS OF LAWS PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

SEVERABILITY

The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

WAIVER

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

EXCLUSIVITY

Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of THE EVOLVED TRAVELER and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

RELEASE OF LIABILITY

In consideration of the services and arrangements provided by THE EVOLVED TRAVELER, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify THE EVOLVED TRAVELER, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled vacation package and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF THE EVOLVED TRAVELER.

EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against THE EVOLVED TRAVELER its owners, officers, director, agents, contractors, subcontractors and employees, for any reason whatsoever.

IN CONSIDERATION OF PARTICIPATING IN MY EVOLVED TRAVELER TRAVEL PACKAGE, MY SIGNATURE ON MY BOOKING FORM INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND I ACKNOWLEDGE

THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. MY SIGNATURE ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY THE EVOLVED TRAVELER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE.