

# Terms & Conditions

Please read this agreement thoroughly and carefully before booking a trip with us.

## **AGREEMENT**

The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you the trip “Participant” and The Expedition Leaders LLC dba Miru Adventures (“MA” or “Company”) with respect to any and all bookings, tours or transactions made with MA.

By submitting a booking form and agreeing to these Terms & Conditions (“Agreement”), you accept all of the terms in this Agreement and direct us to perform services on your behalf. All persons named in this booking (“Participants,” “you,” “your,” “traveler”) are subject to this agreement. By signing this agreement, you affirm that you have made all other Participants listed in the booking aware of these terms – regardless of how final payment is made – and that all Participants accept these terms. The services to be provided are the travel services referred to in MA’s brochure, itinerary and website and discussed by you with its agents.

Special note regarding marine-based expeditions. If you are booking a marine-based expedition, you may be asked to accept a separate Contract of Carriage with the vessel owner/carrier (collectively, the “Carrier”) of your cruise which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Carrier. By agreeing to the Contract of Carriage and accepting the conditions therein, you agree that any dispute that you raise directly with the Carrier will be governed by and subject to the terms and conditions of the Contract of Carriage. For the avoidance of doubt, this Agreement governs the relationship between you and MA, and any dispute

or claim that you raise with MA will be subject to this Agreement and not the Contract of Carriage. To the extent there is a conflict between this Agreement and the provisions of the Contract of Carriage as they relate to you and MA, this Agreement shall prevail and supersede the provisions of the Contract of Carriage.

## **1. RESERVATIONS AND PAYMENTS**

A deposit is required to reserve a place for you on a MA program. Unless otherwise specified on your invoice, a \$1,500 USD deposit is required for trips costing \$7,500 USD or less and a \$2,500 USD deposit is required for programs costing greater than \$7,500 USD. The balance of the expedition fare is due 120 days prior to departure. If your booking is made 120 days or less prior to departure, the entire trip cost must be paid when we confirm the trip with you. Airfare is due at the time of issuance. All prices are quoted in U.S. dollars and must be paid in U.S. dollars. Important: Some tours are governed by different deposit, cancellation and refund policies, which will appear on the invoice. The terms and policies on the invoice govern your tour to the extent they are different than those that appear here.

Your reservation is accepted and confirmed when MA has received all of the following from each person: (i) the initial trip deposit, (ii) an executed Release of Liability, Assumption of Risk, and Indemnification Agreement, and (iii) executed Terms & Conditions. If you fail to submit these and other necessary documentation prior to departure, we reserve the right to treat the booking as cancelled by you and impose cancellation fees. A booking is not final and a contract is not created between us until you receive a written confirmation of your booking from us.

Payments may be made by credit card, cash, check or wire transfer. If you pay your deposit by wire transfer or check, we cannot confirm your reservation until your payment has cleared the bank. Checks returned by the bank will incur a 5% returned check fee.

## **2. CANCELLATION AND REFUND POLICY**

Notification of cancellation must be received in writing by MA. Our standard cancellation fees will be applied per person according to the following schedule if a different fee schedule was not provided on your invoice, based on the date we receive your written notification:

- 181 days or more prior to departure: \$500 per person
- 121 through 180 days prior to departure: Loss of deposit
- 60 through 120 days prior to departure: 50% of expedition fare
- 1 through 59 days prior to departure: 100% of expedition fare

Note that some tours are governed by different deposit, cancellation and refund policies, which will be specified on your invoice. Some airfare may be non-refundable. Once an expedition has departed, there will be no refunds from MA for any unused portions of the trip, including if you leave a tour for any reason or have to be removed from a tour. In addition, no partial refunds are possible for unused services including hotel rooms, air or land transport, or other sightseeing excursions, including those that are unused if your tour is interrupted due to quarantine, pandemic, government actions/inactions, and other circumstances that are outside of our control. If you have to be removed from a tour for any reason, including but not limited to for quarantine, you will not be entitled to a refund, nor costs for personal expenses such as airline tickets, other travel or hotel expenses.

The above policy also applies to all travel arrangements made by MA for you.

There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, pandemic, quarantine, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, we strongly encourage you to purchase tour cancellation and interruption insurance.

### **3. TRAVEL MEDICAL INSURANCE, TRIP CANCELLATION AND INTERRUPTION INSURANCE**

YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF US\$100,000 covering all applicable dates of travel with MA. By booking a trip with us, you represent and warrant that you have this coverage. We may at our discretion require that you provide proof of coverage. This insurance must cover personal injury and emergency medical expenses. Due to the remoteness of where we travel, an adequate medical facility could be 72 hours away or more and emergency evacuation and adequate medical treatment may be delayed or unavailable in certain areas. We also strongly advise that all travelers purchase trip cancellation and interruption insurance as coverage against a covered unforeseen emergency that may force you to cancel or leave an expedition while it is in progress. MA will not be held responsible for delays due to force majeure or other reasons. Any additional costs accrued will be your responsibility. You are strongly recommended to extend your coverage to include cancellation for any reason ("CFAR"), curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of our trips and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the

terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

#### **4. SHARE POLICY**

Accommodations on all MA programs are based on double occupancy. If you are traveling alone and wish to share accommodations, a roommate will be assigned to you whenever possible. Upon booking you will be required to pay a Single Supplement, if we are able to pair you with a roommate, the supplement will be refunded. Please note that single accommodations are limited and cannot be guaranteed throughout. When pairing roommates, we will always pair participants of the same sex. All shared accommodations are nonsmoking.

#### **5. MEDICAL INFORMATION**

Participation in an MA program requires that you be in generally good health. It is essential that persons with any medical problems and related dietary restrictions make them known to us well before departure. We can help you decide whether the trip you have selected is appropriate for you although it is ultimately your responsible to determine if the trip is right for you. The trip leader has the right to disqualify you at any time during the trip if they believe you are physically incapable and/or if your continued participation will jeopardize other participants on the tour. There will be no refund given under these circumstances.

#### **6. LUGGAGE RESTRICTIONS**

Luggage size and weight limitations for both checked and carry-on luggage, imposed by the airlines or as an operational requirement due to type of aircraft, will apply for flights to/from/within this program. Specifications will be provided with pre-departure materials.

#### **7. CHANGES BY YOU**

If you change your trip dates or alter your itinerary after we confirm your trip, a change fee may be imposed. The type and scope of change dictates the amount of the change fee. Our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations. These are included in the change fee and can be substantial. The date that TBT receives the written cancellation determines the cancellation charge applicable, which follows the cancellation fees schedule as stated on your invoice.

## **8. CANCELLATIONS OR CHANGES BY US AND FLEXIBILITY**

MA reserves the right to cancel, alter or modify an itinerary before or after departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances that may make operation of the trip inadvisable. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, infectious disease outbreaks, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives. MA is not responsible for any expenses or losses incurred by you due to such changes, including any expenses in preparing for the trip, including nonrefundable or penalty-carrying airline tickets, special clothing, hotel, visa or passport fees, or other trip-related expenses. This is one of the reasons why we encourage our travelers to purchase travel insurance.

If we cancel for reasons not related to Force Majeure, a check for a full refund will be issued to you less any nonrefundable deposits advanced to local suppliers. This refund will constitute full settlement of claims you may have arising out of our cancellation. Should your trip be cancelled, altered, modified, postponed, otherwise rescheduled for non-Force Majeure reasons, we will, as soon as reasonably possible, notify you of available alternatives. You will likewise be advised of any changes to your tour that may require a supplemental payment from you. Note that the refund policy described in this paragraph does not apply to cancellations or changes that we make to your tour due to Force Majeure. Please see the paragraph titled "Force Majeure" below to read about the options we may provide in the event we have to cancel or change your trip due to Force Majeure.

## **9. FORCE MAJEURE**

MA will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, pandemic, epidemic, diseases and viruses that are known, unknown or novel such as coronavirus/COVID-19 (including any spread thereof), foodborne, airborne, and communicable illnesses and disease,

government intervention of any kind that affect domestic and/or international travel, government restrictions or warnings, diplomatic or health organization (e.g., World Health Organization) warnings, border closings, weather conditions, and unforeseen circumstances.

In the uncommon situation where Force Majeure prevents, significantly hinders, renders it difficult, or makes it impossible for us or our Suppliers to provide services, including but not limited to your tour, we and/or our Suppliers shall be entitled to, in our sole and absolute discretion, take one or more of the following steps: vary, reschedule, postpone, or cancel any tour itinerary or arrangement, including tour dates and the entire tour itself.

If your trip is affected by Force Majeure, we will notify you of the nature and extent thereof if practicable. MA cannot refund or reimburse you for the trip cost or other personal costs. We may, as a courtesy and in our discretion, use reasonable endeavors to reimburse you of any payments that you have made to us reduced by any and all non-refundable deposits and cancellation fees that we have paid to suppliers and other third parties to provide components of your tour.

It is important for clients to understand that once we receive their trip monies, we have to advance monies to our Suppliers who will be providing components of their tour. These monies are typically non-refundable and non-recoverable by us. Further, these suppliers are independent from us and we do not manage or operate them.

Regarding civil unrest, once MA has investigated the prevailing situation, as it deems fit, it shall remain in MA's sole and absolute discretion whether to proceed with the tour.

## **10. RESPONSIBILITY**

MA acts only as an intermediary for the various independent suppliers that provide lodging, meals, restaurant services, transportation, sightseeing, activities or other goods and services connected with your tour ("Supplier" or "Suppliers"). You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by MA and are not agents or employees of MA. MA shall not be held liable for any act, default, injury (including personal injury, emotional injury, or 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 MA, or of any persons for whom 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. A Supplier's services are subject to the Supplier's own terms and conditions and the local laws and regulations of the relevant country. MA will not provide a refund for a Supplier's delay, cancellation, overbooking or strike. Any conflict between a Supplier's terms and conditions and MA's as to MA's rights and responsibilities under this Agreement will be governed by this Agreement.

## **11. PRE-DEPARTURE DOCUMENTATION**

It is important that you carefully read all tour-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within 14 days of your receipt of those documents. This Agreement, our current liability waiver (however titled), if required, a medical statement or certification must be signed and submitted by you. If you fail to submit this and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this Agreement.

## **12. PASSPORTS AND VISAS**

You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all U.S. citizens traveling abroad and should be valid for at least 6 months after your date of return. We suggest you apply for or renew a passport early. Other required documents may include visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

## **13. HEALTH CLAUSE**

Suppliers and government entities may quarantine, isolate, deny entry to or take other measures involving clients with symptoms of infectious diseases or illnesses in hotels and or aboard confined modes of transport such as ships, trains, and planes. No refunds will be provided to you for any unused portion of travel, damages, losses or other claims if you are quarantined. MA is not responsible for any costs, damages

or losses incurred by you in the event you are quarantined or otherwise interrupted from starting or completing your trip or using portions thereof.

#### **14. PARTICIPATION AND HEALTH REQUIREMENTS**

Our trips are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. By signing this Agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants or affect other people's enjoyment of the tour. If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition. We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour's physical demands.

#### **15. MEDICAL CARE**

In the event medical care becomes necessary on your journey, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your location, and that the medical facilities and attention available abroad may be limited. Decisions are made by MA staff and guides based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions. MA assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the tour.

#### **16. COMPLAINT PROCEDURE AND TIME LIMITATION**

If you have a complaint during your tour, you must promptly notify MA or your tour leader of the problem so that they can attempt to remedy the situation. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from MA. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on MA within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.

If you are not satisfied after using this notice procedure, you must submit your complaint in writing to MA within 14 days of the tour's end date. MA will not consider any claims submitted after this period.

#### **17. TOUR START DATE**

It is your responsibility to be ready to embark on the tour as specified in the itinerary. MA is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures. MA will make reasonable efforts to help you meet your tour group but cannot guarantee it and will not be responsible for any costs or expenses you incur to join a trip.

#### **18. COMPLIANCE WITH LOCAL LAWS AND TOUR ETIQUETTE**

You must strictly comply with all local laws and health requirements, respect local customs and culture, accurately assess your abilities, respect other tour members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others.

#### **19. IMAGES RELEASE**

You agree that MA may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the trip, you must inform us or your tour leader in writing at the start of the trip. You understand that this material may be used in brochures, e-mails, and online to promote MA and its product offerings.

#### **20. POLICY ON THE USE OF REMOTELY PILOTED AIRCRAFT SYSTEMS (RPAS)**

The use of Remotely Piloted Aircraft Systems (RPAS) formerly known as UAVs or drones is strictly prohibited on any of the travel programs offered by MA. This policy has been established in recognition of guest safety, security, privacy, and the varied and sometimes unpredictable rules, regulations and laws concerning the usage of RPAS in the locations we visit. Violations of this policy may lead to your removal from the travel program without any liability to MA. Should a guest arrive with a RPAS system, it must be stored and cannot be deployed at any time during the program.

## **21. LIMITATION OF REMEDIES**

You agree that the sole remedy for any default by MA arising under this agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, MA shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if MA has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

## **22. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement or the performance thereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Seattle, Washington, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive State of Washington 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.

## **23. EXCLUSIVE GOVERNING LAW AND JURISDICTION**

This Agreement and any actions and proceeding brought hereunder shall be governed by the laws of the State of Washington without regard to conflict 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 exclusively in the courts of the State of Washington, or if it has or can acquire jurisdiction, in the United States District Court for the Western District of Washington, 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.

#### **24. 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.

#### **25. HEADINGS**

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

#### **26. SUCCESSORS AND ASSIGNS**

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

#### **27. UPDATING OF TERMS AND CONDITIONS**

MA reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions can be found on our website [miruadventures.com/terms-and-conditions](http://miruadventures.com/terms-and-conditions)

#### **28. 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.

#### **29. 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.

### 30. 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 MA 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. This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

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*I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.*

**SIGNATURE**

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**PRINT NAME**

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**DATE**

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Parents and/or Legal Guardians must sign for participants under the age of 18

**SIGNATURE OF MINOR**

**PARTICIPANT'S PARENT/GUARDIAN**

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**DATE**

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**PRINT NAME OF**

**PARTICIPANT'S PARENT/GUARDIAN**

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**PRINT NAME OF**

**MINOR**

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