

# Terms & Conditions Biblical Adventures, LLC

## PAYMENT SCHEDULE

Based on Land/Cruise Cost, per person

# Scheduled Departures

At time of reservation	\$500.00
100 days prior to trip departure	Remaining Balance

Prices are in US Dollars, and all payments must be made in US Dollars by major credit card (Visa, MasterCard, or American Express). After we receive your deposit, we will provide you with detailed pre-trip information including a packing list, visa information (if required), statement of account, health and safety standards for your trip, vaccination requirements, and travel protection information. Certain trips, including those designated as "Strenuous", require participants to have their physician complete and sign a Physician Certificate. We will provide you with rendezvous instructions and final trip details approximately three weeks prior to trip departure.

# What Your Trip Includes

The Land and/or Cruise Cost\* for most trips includes Expert leadership, accommodations as noted in the itinerary, field arrangements (including camp and cook staff, group camping and commissary equipment, necessary activity equipment), most meals, sightseeing as noted in the trip itinerary, group airport transfers, ground transportation and support vehicles, local guides and support staff/porters, entrance fees and permits.

\*Note- "Land/Cruise Cost" is defined as including the cost of the trip. Internal airfare, park fees, permits, and taxes may be included in the price or broken out separately. Unless otherwise noted, payment and cancellation policies apply to the total Land/ Cruise Cost, inclusive of internal airfare, park fees, permits, single supplements, and taxes, even when broken out separately. Travel agent commission is calculated from Land/Cruise Cost only and excludes tier charges, single supplements, internal flights, permits, park fees, visas, extra services, and trip protection.

Each trip varies slightly, so please call and speak with one of our Trip Specialists or download itineraries at <u>www.biblical-expeditions.com</u>. International airfare, optional gratuities, personal items, and all other items not specifically mentioned as included are not included.



## Solo Travelers

Accommodations (hotels, tents, and cruise cabins) are based on double occupancy. If you prefer guaranteed single accommodation, you must pay a single supplement fee, which is listed in the Trip Itinerary. If you are comfortable sharing your room with a same-gender roommate, we will match you with a same-gender roommate. If you book your trip within 95 days before departure, we will charge you the full single supplement and, if you are matched with a roommate, refund it to you. Please talk to a Trip Specialist when booking to discuss your specific options.

# Cancellations & Refunds

Based on Land/Cruise Cost, per person

At the time we receive written notice that you must cancel your trip, the following refunds will apply (all dates are from departure date):

# Scheduled Departures (1) (2)

Refunds will be issued on the following basis:

- Cancellation within 7 days of registration, in writing, unless within the final payment due timeframe **Full Refund**
- Cancellation occurring after the initial 7 days of registration, but more than 100 days before departure **No Registration Deposit Refunded**
- 50-99 days prior to departure 50% of Expedition Cost Refunded
- 49 or fewer days prior to departure No Refund

# Custom, Private and Special Departures (1) (2)

Cancellation within 7 days of registration, in writing (*unless within 100 days of departure date*) - **Full Refund** 

94 to 61 days prior to trip departure - **50% Refund** 60 days or less prior to trip departure - **No Refund** 

- (1) Cruises require a 25% non-refundable deposit at the time of booking. The final, non-refundable balance is due 130 days prior to trip departure.
- (2) Select Custom or Private departures have a 50% non-refundable deposit at the time of booking.

No refunds will be given for unused hotel rooms, meals, activities, or trek arrangements for any reason whatsoever. Land Cost is quoted as a package and credits are not given for services not used. Extra services, such as transfers, additional nights at hotels, upgrades, extensions, and internal air, once purchased, are non-refundable.



Cancellation and refund policy applies to the entire Land Cost of trip, including trip cost, internal airfare, park fees, permits, and taxes. We recommend you purchase the Optional Travel Protection Plan to protect your investment.

# Cancelled Trips

Biblical Expeditions reserves the right to cancel any trip due to inadequate enrollment or other cause that makes the trip unfeasible for us to operate but will inform you at least 45 days prior to departure. In such a case, a full travel credit toward a future trip or refund of Land/Cruise Cost is given, except in those instances such as force majeure or epidemics where prepaid deposits or irrevocable commitments cannot be returned or reversed. In any event, Biblical Expeditions will provide alternative travel dates for a postponed trip. If a refund is sought, only recoverable funds will be provided. Biblical Expeditions is not responsible for additional expenses incurred by members preparing for the trip (e.g., non-refundable Advance Purchase air tickets, visa fees if applicable, clothing, equipment, or medical expenses). Do not purchase your air tickets before speaking with your Trip Specialist.

If a trip is cancelled or postponed due to force majeure (war, labor strikes, earthquakes, flooding, epidemic, a major world event adversely affecting international travel patterns, etc.), Biblical Expeditions will provide a travel credit or refund the portion of the trip cost that is recoverable after using good faith efforts to recover payments already advanced to suppliers (hotels, transportation companies, etc.) We will refund the balance as promptly as possible. However, Biblical Expeditions does not guarantee recovery of any or all the advance payments made, and our use of good faith efforts to recover these payments will not include the institution of any legal proceedings. Biblical Expeditions is not responsible for expenses incurred by trip members in preparing for a cancelled or postponed trip (e.g., non-refundable purchase of air tickets, visa fees, inoculations, equipment, etc.) or for any additional arrangements should the trip member depart prior to the scheduled group departure date.

#### Baggage

Biblical Expeditions assumes no liability for loss or damage to baggage in transit to and from a Biblical Expeditions trip or while on a Biblical Expeditions trip. We recommend purchasing the optional travel protection plan.



#### Price

Prices are per person based on double occupancy, quoted in US dollars, and are set well ahead of the trip departure date. Our prices vary depending on a variety of cost factors, with peak travel dates being the most expensive. Prices may change during the year and seasonal prices may not be reflected on the Website. Prices cover land costs only; they do not include airfare to and from the trip. Trip prices include baggage transfers, porterage, and all ground transportation during your trip. Please see the web page for each trip departure for the specific details for all items included in the trip price. All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.

#### Delays & Cost Increases

The cost of delays is not included if any trip is delayed due to bad weather, trail conditions, river levels, road conditions, transportation delays, government intervention, quarantine, sickness, border closures or other contingency for which Biblical Expeditions or its third-party operators cannot make provisions. Land/Cruise Costs are subject to increase without prior notice, even after you have signed up on the trip. We often publish our prices more than a year in advance. Between that time and the time of the trip's actual departure, we are occasionally faced with significant cost increases that we cannot absorb (i.e., foreign currency fluctuations, fuel surcharges, or increases in cost of services). We regret this situation, and we do everything we can to avoid raising prices, but sometimes it is unavoidable. We will do our best to limit such increases and will notify you before final payment. We will not, however, increase the price after your final payment.

### Airlines

The airlines are not to be held responsible for any act, omission, or event during the time passengers are not on board their planes or conveyance. The passage contract in use by the airlines concerned, when issued, shall constitute the sole contract between the airlines and such purchasers of these tours and/or passenger. Such conveyance, etc. is subject to the laws of the countries involved. Please read the conditions on the back of your airline ticket.



Airlines used vary in degree of safety and risk. Some foreign air carriers have an unknown safety and maintenance record. Biblical Expeditions is not liable for incidents involving airline safety, risk, delays, etc., or incidents that result in injury, delay, or death.

If Biblical Expeditions has already purchased the participant's airfare or applied a deposit toward participants airfare, the below applies to the air purchase only.

The passage contract in use by the airlines when the tickets are issued shall constitute the sole contract between the airlines and the passenger. Unless the airlines cancel the flights, the tickets are nonrefundable. The participant can use his or her ticket for future air travel within the duration of one year (not necessarily to Israel), but the airline will charge a reissuance fee to exchange his or her existing ticket to do so. The cost to exchange an existing ticket depends on the terms of the pending group contract.

Note, that all changes / cancelations are the sole responsibility of the passenger once tickets have been issued.

#### Medical & Health

It is vital that persons with medical problems make them known to us well before departure. The trip leader has the right to disqualify anyone at any time during the trip if he or she feels the trip member is physically or mentally incapable or if a trip member's continued participation will jeopardize the individual involved or the group. Refunds are not given under such circumstances. Hospital facilities are often unavailable, and evacuation can be prolonged, difficult, and expensive. Biblical Expeditions assumes no liability regarding provision of medical care. You will need to provide us with your medical history and any dietary restrictions as requested in the required documentation. You will be screened at the start of, and subsequent days throughout the trip, for fever and respiratory distress. If you exhibit symptoms, you may be quarantined from the group or required to evacuate at your own expense. In certain circumstances, an entire trip may be truncated in order to assure safety for all involved.

If you participate on certain designated trips including those with the Activity Level of "Strenuous", the Physician Certificate must be signed by your physician. Once you have been confirmed on a trip, normal cancellation fees apply if your doctor does not approve the Physician Certificate. We can send you this form prior to you making your reservation so your doctor can pre-approve you. The State Department <u>www.travel.state.gov</u> and the US Centers for Disease Control and Prevention <u>www.cdc.gov</u> periodically issue statements, advisories, and warnings about risks to travelers. These statements are country specific and contain important information. We strongly urge all participants to review any State Department warnings, alerts, advisories, and destination specific information



at <u>www.travel.state.gov</u> as well as specific health information for their destination at <u>www.cdc.gov</u>.

PLEASE NOTE: Biblical Expeditions does not sell Travel Insurance, nor is the Travel Insurance offered by our hosting platform WeTravel connected to us in anyway. While we strongly encourage all participants to acquire travel insurance to protect their purchase, it is not a requirement to travel with Biblical Expeditions. **Biblical Expeditions does however require you to have Overseas Medical Coverage and provide a copy of the policy prior to departure.** 

## Photography

Biblical Expeditions may take photographs and/or video of its trips and trip participants grant Biblical Expeditions permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

# Responsibilities of Trip Members

Trip members have certain responsibilities to Biblical Expeditions and to other trip members. Trip members are responsible for understanding the conditions stated in the Trip Itinerary and selecting a trip in consultation with Biblical Expeditions that is appropriate to their interests and abilities and for preparing for the trip by studying the Trip Itinerary and supplemental trip information sent by Biblical Expeditions. Screening for fitness (for trips rated "Level 4" or "Level 5") is made by our Trip Specialists at the time of booking. At the trip leader's discretion, a member may be asked to leave the trip at their own expense and without right of refund if the leader feels that the person's further participation may be detrimental to the individual or to other trip members for any reason including illness, physical inability to participate at trip level, disruptive behavior, etc.

# NOTE TO GROUP LEADERS AND INDIVIDUAL REGISTRANTS:

All Biblical Expeditions' programs are considered unconfirmed (provisional) until 25 participants are registered 110 days prior to the scheduled date of departure. In light of the early unconfirmed status of Biblical Expeditions' programs, it is recommended and important that the following two items be considered:

1) Individuals and groups should make sure to register ASAP to be counted as part of the required minimum number of participants.



2) Participants are also advised not to make any personal travel plans until the program is considered confirmed at 110 days prior to departure.

Should a participant desire to purchase personal airline tickets, make additional hotel arrangements, or purchase any other travel arrangements not under the auspices of Biblical Expeditions administration (prior to 110 days of the scheduled departure), it is recommended that he/she consult Biblical Expeditions prior to any such purchases.

Biblical Expeditions cannot be held responsible for any personal flight or land arrangements made by a participant before, during, or after the program.

# DISCLAIMER OF RESPONSIBILITY:

Biblical Expeditions is not a travel agency and is only acting as an intermediary for the suppliers identified on this, or any accompanying documents, in selling services, or in accepting reservations or bookings for services which are not directly supplied by itself (such as air carriage, hotel accommodations, ground transportation, meals, etc.).

You will hold as harmless Biblical Expeditions for breach of contract or any intentional or careless actions or omissions on the part of such suppliers, which any result in any loss, damage, delay, injury, or increase in program fees to any traveler. Unless the term "guaranteed" is specifically written on the ticket, invoice, or reservation itinerary, Biblical Expeditions does not guarantee any supplier's rates, bookings, or reservations. It shall not be responsible for any cancellations, injuries, damages, or losses caused to any traveler in connection with war, terrorist activities, or any other actions, omissions, or conditions outside its control. By embarking upon the trip, the traveler voluntarily assumes all personal and financial risks involved with such travel, whether expected or unexpected. Travelers are hereby warned of such risk and are advised to obtain appropriate insurance coverage against such risks

### Release from Liability

Biblical Expeditions, Biblical Adventures, its and their owners, directors, officers, employees and affiliates, (collectively Biblical Expeditions LLC) does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers,



etc. All such persons and entities are independent contractors. As a result, Biblical Expeditions LLC is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Biblical Expeditions LLC is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, swimming, kayaking, sailing, canoeing, horseback riding, hiking, bicycling, canyoning/canyoneering, fishing, cruising, camping, helicopter tours, 4×4 Jeep/ATV tours, hot air ballooning, mule riding, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, the adequacy of medical attention if and when provided; epidemics or the threat thereof including, but not limited to, exposure to COVID-19 by any means of transmission; epidemics or the threat thereof or for any other cause beyond the direct control of Mountain Travel. In addition, I release Biblical Expeditions LLC from its own negligence and assume all risk thereof.

Biblical Expeditions LLC reserves the right to change the itinerary or program features at any time and for any reason, with or without notice, and Biblical Expeditions LLC shall not be liable for any loss of any kind as a result of any such changes. Hikes, sightseeing events, lodging, itineraries, special programs, etc., are subject to change or cancellation. Biblical Expeditions LLC reserves the right to substitute such features if necessary due to weather, water conditions or levels, other events of force majeure, mechanical or other conditions beyond the control of Biblical Expeditions LLC. Biblical Expeditions LLC is not responsible therefor and is not required to compensate passengers under these circumstances. Biblical Expeditions LLC may cancel or postpone a program (or an option) for any reason whatsoever. If so, for cancellations based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to Biblical Expeditions LLC to the extent its suppliers are crediting Biblical Expeditions LLC with those monies paid by Biblical Expeditions LLC to them. Under no circumstances is Biblical Expeditions LLC obligated to refund the cost of any purchased travel insurance. Biblical Expeditions LLC is not required to cancel any program for any reason including



without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Biblical Expeditions LLC is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Biblical Expeditions LLC makes the flight arrangements or cancels the program. Biblical Expeditions LLC reserves the right to substitute vessels, hotels or attractions of a similar category for those listed in this brochure.

MISCELLANEOUS MATTERS: I understand that Biblical Expeditions LLC reserves the right to take photographic or film records of any of its trips and it may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom Biblical Expeditions LLC may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by Biblical Expeditions LLC.

I agree to follow all written and verbal rules of safety presented to me by Biblical Expeditions LLC and the independent contractors it employs. I understand that Biblical Expeditions LLC reserves the right to refuse as a trip participant, or remove from a trip, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive or disrespectful to other trip participants, guides or third parties, or who it determines to detract from the enjoyment of the trip by others.

Biblical Expeditions LLC reserves the right to change hotels or other features of the trips itinerary if Biblical Expeditions LLC believes it will enhance the safety, comfort or enjoyment of the trip.

ASSUMPTION OF RISK. I am aware that adventure travel such as I am undertaking involves hazardous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Biblical Expeditions LLC, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible or consistent with standards in the United States during some or all of the time during which I am participating on the trip and that when available may not be of the quality which exists in the United States. In order to partake of the enjoyment and excitement of this adventure travel trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Biblical Expeditions LLC and agree to hold harmless and release Biblical Expeditions LLC from claims of third party negligence.



I acknowledge and agree that in an emergency or life-threatening situation, without immediate access to physician assistance, some foreign local operators and/or medical personnel may, if they deem necessary, administer needed assistance, including-but not limited to-the use of prescription drugs.

I am aware that while on or traveling to or from my trip, I might be exposed to COVID-19 from other people, animals, or objects. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Biblical Expeditions from any such developments. In addition, I recognize that the U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same. See https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/ and https://wwwnc.cdc.gov/travel/destinations/list/

I also accept the following risks of participating on this trip including, without limitation: All other risks associated with coronavirus (COVID-19) including preclusion from public or private buildings, land or areas, inconvenience, limitations and closures, etc.; Risk of my travel insurance not covering COVID-19 related claims; All risks regarding transportation problems including, without limitation, entry into or exit from any country and/or difficulties with or closure of transportation systems or the unavailability of other features or attractions within the country where my trip takes place; The likelihood that at some or all destinations or facilities and/or on cruises, motor coaches or at hotels or restaurants I may be required to undergo a temperature check, wear a mask while in public and observe social distancing requirements; The possibility I will have to produce evidence of a vaccination against COVID-19; The potential for being guarantined, even if I am not symptomatic and/or do not have COVID-19 and/or the possible requirement that I have a negative COVID-19 test immediately before returning to the United States and/or on or after arrival at my destination; Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine, evacuation expenses, added air or hotel expense, etc., as a result thereof are to be borne by the participant.

KAYAKING – I understand that there are certain inherent and other risks with regard to kayaking, some of which include but are not limited to the inability to control the kayak or avoid rocks or other submerged obstacles, unexpected rough water, the risk of being thrown from the kayak, hypothermia, the risk of being hit by your own or someone else's kayak, third party negligence or willful misconduct, the risk of being driven into the sea by a large wave, and changing and adverse weather conditions.



BICYCLING – I understand that there are certain inherent and other risks with regard to bicycling, some of which include defective or improperly maintained equipment, mechanical failure, the negligence of other cyclists or of motorists, (cars, trucks, buses, etc.) my cycling at excessive speed for the conditions and/or not paying adequate attention to the road, the existence of natural or man-made obstacles on the road or other defective conditions in the road, animals which may be in the road or which may attack me or the bicycle, third party negligence or willful misconduct, vehicular negligence and the use, installation or maintenance of any optional or add-on equipment such as pedals, odometers, mirrors or bar ends.

HELICOPTER TOURS – I understand that there are certain inherent and other risks with regard to helicopter transportation, some of which include but are not limited to adverse weather conditions, defective or inadequate maintenance or equipment, the inability of the helicopter to avoid obstacles on the ground or while ascending or descending, pilot error, third party negligence or willful misconduct, overloading, improper loading and/or fuel-relating problems.

4X4 – JEEP-ATV TOURS – I understand that there are certain inherent and other risks with regard to 4 X 4-Jeep-ATV tours, some of which include but are not limited to inadequate or negligent maintenance or equipment, issues concerning adequacy of the vehicle for the tours scheduled, third party negligence or willful misconduct, the driver not being able to navigate the road or route chosen, falling out of the vehicle, the risk of encounters with natural or man-made obstacles such as trees, buildings, rocks, etc., and driving at excessive speed for the conditions.

ROCK CLIMBING – I understand that there are certain inherent and other risks with regard to rock climbing, some of which include but are not limited to dangers of falling rocks, defective or inadequate safety equipment, dangers of falling from rocks or on or into crevices or other natural or man-made obstacles, weather and changes therein, third party negligence or willful misconduct, defective equipment, problems associated with heights or fear of heights, exhaustion, etc.



MULE RIDING – I understand that there are certain inherent and other risks with regard to mule riding, some of which include but are not limited to the inability to control the mule, unpredictable actions of the mule such as stopping unexpectedly, not moving, turning around, skittishness, being "spooked", biting, bucking, tripping or stumbling, rubbing against trees, rocks or other manmade or natural obstacles, falling over obstacles in the path or terrain, riding at excessive speed, third party negligence or willful misconduct, defective or poorly maintained or installed equipment, mule train guide or leader negligence, hazardous trail conditions and unfavorable weather conditions, etc.

SNORKELING – I understand that there are certain inherent and other risks with regard to snorkeling, some of which include but are not limited to dangers of the sea or in other snorkeling areas, weather, cold and/or moving water, defective or inadequate equipment, encounters with animal or marine life or flora, third party negligence or willful misconduct, negligent or inadequate rescue operations and/or inadequate or distant medical facilities.

VOLUNTARY PARTICIPATION. I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Mountain Travel catalog and supplements or brochures relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

BINDING ARBITRATION. I agree that any dispute concerning, relating, or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C.1-16 pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law without consideration of the California Arbitration Act and will take place in San Francisco, CA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury. Any arbitration commenced against Biblical



Expeditions LLC must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

PARTICIPANTS MUST ALSO AGREE TO THE FOLLOWING:

KNOWING AND VOLUNTARY EXECUTION. I have carefully read this Agreement and the Booking Information section of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Biblical Expeditions LLC and/or its affiliated organizations and agree to it of my own free will. By signing below, I hereby acknowledge that the information I have provided in this form is complete and accurate and any typographical errors will not render the document void. Furthermore, I acknowledge that I have carefully read this agreement including the Release from Liability, Assumption of Risk, and Binding Arbitration as well as the Biblical Expeditions LLC - Booking section and the Code of Conduct.