



## TERMS AND CONDITIONS

Please read this information carefully, as payment of a deposit represents your acceptance of the following Terms and Conditions. These Terms and Conditions apply to all Biblical Expeditions trip departing on or after **March 31, 2022**.

### Our Mission

We use the world of the Bible to help people gain the confidence they need to read the Bible in its context, making better disciples.

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**Basis of Pricing:** All prices are per person based on two persons sharing a room or cabin, unless otherwise noted and quoted in U.S. dollars.

**Eligibility:** Anyone under 18 must be accompanied by a parent or guardian for the entire Expedition. Some itineraries have minimum age requirements—call for more information.

### Included in Expedition Cost:

- Accommodations and breakfast and dinner at the hotel (unless otherwise noted)
- All educational materials
- Pre-departure devotional
- Entrance fees and activities noted as included in the itinerary
- All gratuities unless otherwise noted on the itinerary

- Biblical Expeditions exclusive concierge service (unless otherwise noted)
- AC luxury bus and driver during the Expedition
- Transfers to and from group flights where applicable
- Services of Biblical Expeditions experts and/or local guides, lecturers, Expedition leaders, and any other staff
- Group assistance upon arrival at the airport.

**Not Included in Expedition Cost:**

- Air transportation and related fees (except as indicated in the itinerary)
- Transfers for individual airport arrival or departure
- Passport, visa, and permit expenses
- Travel and/or medical insurance
- Medical expenses and immunizations
- Baggage/accident/cancellation insurance
- Personal expenses, such as laundry, telephone calls, and alcoholic beverages
- Any other items not specifically noted as included.

**Single/Shared Accommodations:** A limited number of single rooms/cabins are available at an extra cost on a first-come, first-served basis. Biblical Expeditions will assist as possible persons requesting a roommate. The participants will be notified if a suitable roommate is not available, in which case the single rate will be charged.

**Payments, Cancellations, and Refunds:** To reserve space on an Expedition, a non-refundable per-person deposit in the amount indicated on the itinerary is required. Final payment is due no later than 100 days prior to departure. Payments can be made by credit card, e-check or by mail-in check. A participant's reservation may be canceled by Biblical Expeditions if full payment has not been received by 100 days prior to departure. For reservations made within 100 days of the departure date, full payment is required when the reservation is accepted. All cancellation notices must be received in writing and emailed to [registrations@biblical-expeditions.com](mailto:registrations@biblical-expeditions.com).

**Refunds will be issued on the following basis:**

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

***\*Excludes any merchant processing fees as these are not collected by Biblical Expeditions.***

This policy also applies to pre- and post-Expedition extensions and extra arrangements confirmed on any participant's behalf. Any revisions made within the Cancellation Period, such as a change in departure date or choice of Expedition, are subject to this cancellation policy. Any airline tickets issued are subject to the carrier's refund policy. Arriving late or leaving an Expedition in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of an Expedition.

Biblical Expeditions reserves the right to cancel any Expedition because of inadequate enrollment that makes the Expedition economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the participants.

If an Expedition is canceled prior to departure by Biblical Expeditions, participants will be provided with a full refund of monies paid minus any merchant processing fees; except in the event that the cancellation is due to a significant event that makes it infeasible to operate the Expedition as planned, in which case Biblical Expeditions will provide the participants with a refund and/or credit toward a future Expedition equivalent to the amount paid to the tour operator.

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If Biblical Expeditions or the tour operator cancels the Expedition in progress, the participants will receive a prorated refund based on the number of days not completed on the Expedition. If a participant elects to leave an Expedition in progress of their own volition, the participant will not receive any type of refund. If Biblical Expeditions or the tour operator cancels the Expedition in progress and the participant elects not to immediately return to his/her original point of departure for the Expedition, or if the participant elects to leave an Expedition in progress of their own volition, the participant acknowledges and agrees that (i) the participant shall be solely responsible for his/her travel plans once he/she departs the Expedition, (ii) neither Biblical Expeditions nor the Tour Operator shall have any responsibility for or control over the participant's safety or activities once he/she departs the Expedition, and (iii) the participant releases and holds harmless Biblical Expeditions and the Tour Operator, from any and all costs, liability, loss, damage, injury, or death that may arise out of the participant's decision to not return to his/her original point of departure from the cancelled Expedition in progress. Except as outlined above when Biblical Expeditions cancels an Expedition, Biblical Expeditions and the Tour Operator have no responsibility for any expenses, including any non-refundable expenses, incurred by the participants in preparing for a cancelled Expedition or for any additional arrangements should the participants embark prior to the scheduled group departure date.

**Itinerary Changes:** The itineraries and staff presented on the website are subject to modification and change by Biblical Expeditions. Every reasonable effort will be made to operate Expeditions as planned, but alterations may still occur after final itineraries are sent.

**Travel Documents and Information:** Participants are responsible for obtaining any documents required for their participation in the tour such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the terms and conditions, and any extra costs incurred for rerouting

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or delay due to travel without the necessary documents will be the participant's responsibility. If not a U.S. citizen, participants should contact their embassy or consulate to ensure they obtain the proper documentation.

For all international departures, a passport valid for at least six months after the completion of the tour is required.

**Health Considerations:** To enjoy the travel experience, participants should be in good physical and mental health. Participants should have sufficient stamina to keep pace with a full day of activities and should be able to walk over uneven terrain and climb stairs. Biblical Expeditions will make reasonable efforts to accommodate participants with disabilities on all of its tours, but not all tours may be suitable for all participants. If you have any questions about your ability to participate in a tour, please contact us at [questions@biblical-expeditions.com](mailto:questions@biblical-expeditions.com). Any physical condition, diet, or treatment requiring special attention or accommodation must be reported in writing when the reservation is made.

**Please be aware that healthcare standards, facilities, and services abroad may vary depending on the destination.**

**Travel/Overseas Medical Insurance:** Tour cancellation insurance is available at an additional cost and is **strongly recommended**. Overseas Medical Insurance is required for all Expeditions. You can find a list of companies who offer such policies in our Program Information guide [here](#).

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**Photography:** Biblical Expeditions, the tour operator, and the Expedition leader reserve the right to take photographs or videos during the operation of any Expedition or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation on an Expedition, the participant agrees to allow his/her likeness to be used by Biblical Expeditions, Biblical Expeditions-authorized third parties, and the tour operator without compensation to the participant. If the participant prefers that his/her

likeness not be used, he/she must notify Biblical Expeditions and/or the tour operator in writing prior to departure of the Expedition.

**Medical Authorization and Coverage:** In the event the participant becomes sufficiently incapacitated as to be unable to direct his or her own care, there is no one on the Expedition who can direct participant's care, and Biblical Expeditions is unable or does not have time to contact participant's emergency contact, the participant, by registering and paying a deposit for an Expedition, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician and/or surgeon licensed in the United States, or, if in a foreign country and no physician licensed to practice in the United States is reasonably available, by a duly licensed physician deemed competent to render the necessary care. In addition, the participant certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the participant, or that in the absence of this medical insurance coverage, the participant agrees to pay all costs of rescue and/or medical services as may be incurred on the participant's behalf.

**READ CAREFULLY: RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER**

Biblical Expeditions tours are organized and administered by professional tour operators hired as independent contractors. The use of designated tour operators allows Biblical Expeditions to offer participants a wide array of educational travel opportunities. The tour operator acts only as an agent for the respective suppliers by making arrangements for transportation, accommodations, and other services.

Neither Biblical Expeditions nor the tour operator shall be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers. Biblical Expeditions and the tour operator reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of tour participants.

Biblical Expeditions and its designated tour operator also reserve the right, without penalty, to withdraw the tour announced, to decline to accept any person as a participant in a tour, or to require any participant to withdraw from the tour at any time (including, but not limited to inappropriate, or offensive behavior) when such action is determined by tour staff to be in the best interests of the health, safety or general welfare of the tour group or the individual participant.

Dates, schedules, tour details, and costs, although provided in good faith based on information available at the time of publication on the website are subject to change and revision.

Biblical Expeditions and their respective employees, affiliates, officers, directors, successors, representatives, agents and assigns (collectively "Biblical Expeditions") and the Tour Operator will not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any Other Provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such Other Provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The participant waives any claim against Biblical Expeditions and/or the Tour Operator for any such loss, damage, injury, or death.

Neither Biblical Expeditions, nor the Tour Operator, will be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the participant's Expedition departure city. Baggage and personal effects are at all times the sole responsibility of the participant.

**Assumption of Risk:** By registering for an Expedition, the participant acknowledges that he/she is aware that travel such as the Expedition he/she is undertaking involves potentially dangerous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, illness, or by willful or criminal conduct of third parties or by terrorism.

PLEASE NOTE THAT THE "ARBITRATION AGREEMENT" SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE (i) WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN THE PARTICIPANT AND BIBLICAL EXPEDITIONS AND/OR TOUR OPERATOR UNDER THIS AGREEMENT TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND (ii) THE PARTICIPANT AND BIBLICAL EXPEDITIONS AND THE TOUR OPERATOR WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE BE SURE TO READ AND REVIEW CAREFULLY THE ENTIRE SECTION LABELED "ARBITRATION AGREEMENT" BELOW. BY ACCEPTING THIS AGREEMENT, THE PARTICIPANT AGREES TO BE BOUND BY THE ARBITRATION AGREEMENT.

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**Arbitration Agreement:** (1) Biblical Expeditions and Tour Operator (collectively "Tour Provider"), and the participant agree that any and all disputes and claims that the participant and Tour Provider may have against the other that arise out of or relate to this Agreement and the Expedition, including the breach, termination, enforcement, interpretation or validity of this Agreement, including the agreement

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to arbitrate (the “Arbitration Agreement”) and the scope or applicability of this Arbitration Agreement (collectively, “Disputes”), including but not limited to the arbitrability of any and all Disputes, and even if the events giving rise to Disputes occurred before this Arbitration Agreement became effective, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. The participant and Tour Provider agree to give up the right to sue in court. The participant and Tour Provider also agree to give up the right to have Disputes heard by a jury and the ability to seek to represent, in a class action or otherwise (see paragraph 9 of this Arbitration Agreement below). The only exceptions to this Arbitration Agreement are that (i) the participant and Tour Provider retains the right to sue in small claims court and (ii) the participant and Tour Provider may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

(2) This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.

(3) Any arbitration between the participant and Tour Provider will be conducted by the American Arbitration Association (the “AAA”) and will be governed by the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the participant and Tour Provider cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement.

(4) If either the participant or Tour Provider wants to arbitrate a Dispute, the participant or Tour Provider must first send by mail to the other a written Notice of Dispute (“Notice”) that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Expedition to which the Notice relates, and the relief requested. The participant’s Notice to Tour Provider must be sent by mail to Arbitration Notice of Dispute, c/o Biblical Expeditions, 4808 S Roanoke Ave, Springfield, MO 65810. Tour Provider will send any Notice to the participant at the contact information Tour Provider has for the participant or that the participant provides. It is the sender’s responsibility to ensure that the recipient receives the Notice. During the first 45 days after the participant or Tour Provider sends a Notice to the other, the participant and Tour Provider may try to reach a settlement of the Dispute. If the participant and Tour Provider do not resolve the Dispute within those first 45 days, either the participant or Tour Provider may initiate arbitration in accordance with the rules and procedures provided for by the AAA. A form for initiating formal arbitration may be found on the AAA’s website at [www.adr.org](http://www.adr.org) (“Arbitration Form”). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, the participant must send a copy of this completed Arbitration Form to Tour Provider at the address listed above to which the participant sent the Notice of Dispute.

(5) AAA charges fees to conduct arbitrations. Ordinarily, the claimant has to pay that fee to start a case, but if the participant wishes to commence an arbitration against Tour Provider, and the participant is seeking to recover less than \$10,000 (inclusive of attorneys’ fees), the participant will not have to pay this filing fee; Tour Provider will pay it on the participant’s behalf. If the participant is seeking to recover \$10,000 or more, the participant will have to pay the filing fee charged by AAA, but Tour Provider will reimburse that fee if the participant wins the arbitration.

(6) If the participant is seeking to recover \$10,000 or less, AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the participant or Tour Provider may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither the participant nor Tour Provider request one, Tour Provider will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$10,000, the manner and place of the hearing will be determined in accordance with the AAA Rules.

(7) Regardless of how the arbitration proceeds, the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

(8) The participant and Tour Provider may incur attorneys' fees during the arbitration. In addition to whatever rights the participant may have to recover the participant's attorneys' fees under Applicable Law, if the participant prevails in the arbitration, and if Tour Provider failed to make a settlement offer to the participant before the arbitration or the amount the participant wins is at least 25% greater than Tour Provider's highest settlement offer to resolve the Dispute, then Tour Provider will pay the participant's reasonable attorneys' fees in addition to the amount the arbitrator awarded. If Tour Provider wins the arbitration, the participant will be responsible for the participant's own attorneys' fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a Dispute or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by Applicable Law.

(9) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not order Tour

Provider to pay any monies to or take any actions with respect to persons other than the participant, unless Tour Provider explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. THE PARTICIPANT AND TOUR PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THE PARTICIPANT'S OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. Further, unless Tour Provider agrees, the arbitrator may not consolidate other persons' claims with the participant's, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void, but the rest of this Agreement, including the provisions governing where actions against Tour Provider must be pursued, will remain in effect.

(10) The participant and Tour Provider agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.