

**THE FOLLOWING TERMS AND CONDITIONS ARE EFFECTIVE OCTOBER 1, 2022.**

**Note: Travel credits and transfers are subject to the Terms and Conditions agreed upon at the time of the original reservation.**

**ORBRIDGE® TERMS AND CONDITIONS, RELEASE AND BINDING ARBITRATION AGREEMENT**

This Agreement includes contractual terms and conditions and releases Orbridge, LLC from liability. Any payment to Orbridge, including but not limited to deposits or full payments, constitutes your acknowledgement of, and agreement to, this Terms and Conditions, Release and Binding Arbitration Agreement Orbridge set forth below and in subsequent tour documents.

**Limitation of Responsibility.** Orbridge LLC, its shareholders, directors, officers, employees and affiliates (collectively, "Orbridge"), does not own or operate any entity that provides 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 excursions or equipment used thereon, food service or entertainment providers, etc., even if they use the "Orbridge LLC" or "Orbridge" name. All such persons and entities are independent contractors. As a result, Orbridge 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, Orbridge is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience (collectively, "losses") 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 or vessel 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, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, 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, epidemics, pandemics or the threat thereof or for any other cause beyond the direct control of Orbridge. In addition, I release Orbridge from its own negligence and assume all risk thereof.

**Rates.** Program rates are based on minimum participation levels, current fares and costs (air, water, land, rail), tariffs and currency values. While Orbridge does everything possible to maintain the listed program rates, they are subject to change effective immediately upon posting unless otherwise specified by Orbridge. In the case of invoicing errors, we reserve the right to re-invoice with the correct pricing.

**Reservations, Deposits and Final Payment.** To secure your reservation, deposits are due upon placing a reservation as follows: (1) \$850 per person per program and \$500 per person per pre-tour and/or post-tour except for programs noted in (2) and (3); (2) \$2,500 per person for Antarctica Discovery and Trans-Siberian Railway and \$500 per person per pre-tour and/or post-tour; (3) a non-refundable \$750 per person is due for Tanzania Wildlife Safari's Rwanda pre-tour. Orbridge accepts payment by check, automated clearing house ("ACH"), wire transfer or major credit card.

Final payment, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, is due for: (1) all programs except Antarctica Discovery and Trans-Siberian Railway—no later than 90 days prior to the program's scheduled departure date; (2) Antarctica Discovery and Trans-Siberian Railway—no later than 195 days prior to the program's scheduled departure date.

If your reservation is made between the final payment due date and the program's scheduled departure date, the full cost of the program, plus any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, is due at the time of registration.

If final payment is not received by Orbridge by the final payment due date, Orbridge may, at any time and with or without notice, cancel your reservation in its sole discretion with no right of refund.

**Reservation Grace Period.** Reservations made no sooner than 120 days prior to all programs' scheduled departure date, except Antarctica and Trans-Siberian Railway, and no sooner than 225 days prior to Antarctica's and Trans-Siberian Railway's departure date may be cancelled within 30 days following the reservation date ("Grace Period") for a full refund.

All payments made for Tanzania Wildlife Safari's Rwanda pre-tour are non-transferrable and non-refundable.

Notice of termination must be received by Orbridge during the Grace Period and provided in writing either via email or mailed letter. The date of receipt will be used for the effective date.

**Reservation Changes.** Reservation changes (including, but not limited to, name changes) are subject to availability and cannot be guaranteed. Reservation changes will not incur an administration fee except in the following cases: 1) Reservation changes completed 90 or fewer days from the program's scheduled departure date for all programs except Antarctica and Trans-Siberian Railway will incur a \$150 administrative fee plus any third-party penalties and/or charges. 2) Reservation changes completed 195 or fewer days from the program's scheduled departure date for Antarctica Discovery and Trans-Siberian Railway will incur a \$150 administrative fee

plus any third-party penalties and/or charges. In addition, any reservation changed from double occupancy to single occupancy will be charged the single occupancy rate, which will be due at the time of final payment or upon receipt of an updated invoice if received after the tour's final payment due date.

**Reservation Cancellation and Refunds.** Notice of cancellation must be submitted to Orbridge in writing either via email or mailed letter. The date of receipt will be used for the effective date and the cancellation will be processed as follows:

(a) For all programs except those noted in (b) and (c), if the cancellation notice is received by Orbridge more than 90 days prior to the program's scheduled departure date, all monies paid to Orbridge for the main program and for any pre-tour and/or post-tour will be refunded less an administrative fee of \$350 per person for the main program and \$200 per person for a pre-tour and/or post-tour. If the cancellation notice is received by Orbridge between 90 and 76 days prior to the scheduled departure date, a 25% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, and the balance will be refunded. If the cancellation notice is received by Orbridge between 75 and 61 days prior to the scheduled departure date, a 50% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, and the balance will be refunded. If the cancellation notice is received by Orbridge between 60 and 46 days prior to the scheduled departure date, a 75% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, and the balance will be refunded. If the cancellation notice is received by Orbridge within 45 days prior to the scheduled departure date, a 100% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives.

(b) For Antarctica Discovery and Trans-Siberian Railway, if the cancellation notice is received by Orbridge more than 195 days prior to the scheduled departure date, all monies paid to Orbridge for the main program and for any pre-tour and/or post-tour will be refunded less an administrative fee of \$950 per person for the main program and \$200 per person for a pre-tour and/or post-tour. If the cancellation notice is received by Orbridge between 195 and 150 days prior to the scheduled departure date, a 25% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, and the balance will be refunded. If the cancellation notice is received by Orbridge between 149 and 120 days prior to the scheduled departure date, a 50% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives, and the balance will be refunded. If the cancellation notice is received by Orbridge within 119 days prior to the scheduled departure date, a 100% cancellation fee will be applied to the full cost of the program, including any pre-tour and/or post-tour, optional excursion(s) fees and optional electives.

(c) All payments made for Tanzania Wildlife Safari's Rwanda pre-tour are non-refundable.

A 100% cancellation fee applies to all non-refundable airfare. Refunds, if any, will be processed within 30 days of our receipt of your written notice.

**Travel Insurance.** Orbridge strongly recommends that you purchase travel and cancellation insurance to protect your investment in the event of unexpected or unforeseen circumstances. In addition, we recommend that you consider obtaining a policy(ies) that will cover emergency medical evacuation insurance and cancel for any reason insurance. Travel and cancellation insurance policies and dates by which policies must be purchased vary by provider/insurer, maximum coverage (including cancel for any reason) is generally only available for purchase within 14 days of your reservation being confirmed. It is advised to determine your insurance needs and make necessary arrangements soon after reserving on tour. If you do not have, but are interested in purchasing, travel and cancellation insurance please contact us.

**Program Cancellations or Postponements.** All programs are subject to cancellation or postponement by Orbridge prior to the scheduled departure date for reasons such as, but not limited to, insufficient participation, or logistical problems that, in Orbridge's sole judgment, may impede program operations or represent conditions or events that may expose program guests and/or Orbridge to undue risk of harm, injury, damage or inconvenience. In the event of program cancellation or postponement by Orbridge, Orbridge may offer you alternative arrangements such as the option to join the same tour on a different date or a different tour. If the price of your alternative booking is lower than your original booking price, Orbridge will refund the difference within 30 days of the alternative program's departure date. If it is higher than your original booking price, Orbridge will invoice you the difference and you will be responsible therefor. Transferred guests are subject to the terms of the original tour. Except for force majeure, if a program is cancelled or postponed by Orbridge, Orbridge will refund all payments made within 30 days of notice of program cancellation or postponement if an alternative arrangement is not offered.

**Itineraries.** Accommodations, the itinerary, travel directors or expedition leaders, lecturers, hosts, faculty or organization representative, and arranged excursions are subject to change or substitution at any time due to unforeseen circumstances or circumstances beyond Orbridge's control. Reasonable efforts will be made to operate programs as planned, however adjustments, substitutions and changes may occur after the final itinerary has been issued. Orbridge may, in its sole discretion, withdraw a program or any part of it, make such alterations or substitutions to the itinerary or program inclusions as it deems necessary or desirable, and pass on to program participants any expenditures or additional costs caused by any such adjustments, or by delays or events beyond its reasonable control.

**Not Included.** Unless otherwise specifically noted in the itinerary, program prices do not include the following expenses, which if applicable are your sole responsibility to pay and satisfy: trip cancellation insurance and passenger travel protection plan; domestic, international, and internal airfares except as indicated in program inclusions; transfers and luggage handling fees except in connection with scheduled group flights; costs associated with obtaining passports or entry visas; airport departure taxes; airline ticketing fees; airport transfers when arriving/departing on other than scheduled group dates; excess baggage charges; any new value added taxes or other taxes added to program costs by applicable governmental authorities; gratuities to drivers, guides, or ship's crew not specified; meals and beverages other than those specified as being included in the itinerary; sightseeing not included in the itinerary; personal expenses such as laundry, communication charges and optional activities (which are subject to availability); ship, air, or transportation fuel surcharges, if applicable; any items not on the "included" list of the tour documents

**Health and Fitness to Travel.** Through your participation in your tour, you assume responsibility for your own health, safety, and welfare and acknowledge that Orbridge cannot absolutely guarantee your safety or health. Your physician can provide guidance on your personal health risk and precautions to take while traveling. Some programs include physically active elements. To enjoy these programs as intended, a minimum level of fitness is required and Orbridge will require all guests to follow local, state, national and/or World Health Organization health and safety mandates. Accordingly, you must be in good physical and mental condition to participate. You represent that you have no physical, mental or other condition, impairment or disability that may or will cause or create a risk of injury or other hazard to yourself or others in respect to any aspect of the program you have selected. Orbridge may, in its sole discretion, limit, restrict or prohibit from participation in any aspect of any program any individual that it considers in its sole discretion to be impaired or unsuitable due to fitness level. In addition, Orbridge may, in its sole discretion and at the participant's sole expense, remove the guest from the program, or restrict the program-related activities of any individual whose physical or mental condition may or is likely to cause a hazard to himself/herself or others, or otherwise impair the enjoyment of other program participants. Any physical condition requiring special attention, diet, or treatment must be reported in writing to Orbridge at the time a program reservation is made. Should you have any questions or need any clarification about a specific program, please ask for details at the time of registration. Orbridge will try to accommodate your situation if possible.

**Accessibility.** Orbridge cannot guarantee that the transportation, lodging, and entertainment/sightseeing accommodations will be accessible to all persons regardless of their physical and mental condition. In addition, many of the activities involved in each program include walking or the like for some distance on uneven ground or pavement or moving water as well as the ability to walk up and down stairs without assistance. Should any individuals seeking to participate in a travel opportunity need special accommodations to ensure their enjoyment of the trip, kindly provide notice at the time the reservation is submitted, and we will see if your participation is feasible. Please

understand that the Americans with Disabilities Act is inapplicable outside the United States.

At the time of reservation, Orbridge needs to be notified to determine if the special needs of an individual traveler can be met through special arrangements. It is possible that minor modifications to the services can be provided, but only if Orbridge is made specifically aware of anticipated needs. This notification should be made in writing no less than two weeks prior to the planned travel. Neither Orbridge nor any of the providers of transportation, lodging, or other services can provide special accommodations without this advance notice.

Where an individual with certain specific needs will be traveling with a group, it is necessary for other members of that person's group to be available to assist as necessary. Neither employees of Orbridge nor any suppliers of services can allow any of their employees to provide physical assistance to any guests.

**Travel Advisories.** The State Department and the Centers for Disease Control periodically issue statements and advisories about risks to travelers. These statements are country specific and contain important information. The State Department information can be found at [www.travel.state.gov](http://www.travel.state.gov), and the CDC statements can be found at <http://www.cdc.gov>. Orbridge highly recommends everyone to review these sites.

**Children.** Orbridge welcomes the participation of children in most of its programs. However, in the event you do include your children or other minors for whom you serve as legal guardian ("Dependents") in your travel plans, you hereby agree that you are and shall be at all times solely responsible for their care, actions, safety and protection during the program and any pre-tour and/or post-tour. Should you have any questions whether a particular program or inclusion is possible or suitable for your Dependent(s), please contact us.

**Baggage.** Program rates include the price of one piece of policy-compliant baggage per person during the land, cruise or rail portion of the program only unless specified in the itinerary. Air carriers and motor coaches often impose significant other restrictions or limitations on the number of pieces, size and weight of luggage and may reject or impose additional fees on luggage exceeding such limitations or restrictions. All such fees are your sole cost and responsibility. In addition and regardless of location or transportation method, your baggage and personal effects are and shall at all times be at your sole risk throughout the entire program. Please check with your air carrier for other applicable baggage restrictions and limitations.

**Travel Documents.** All guests are responsible for possessing and maintaining necessary travel documents. These documents shall be valid under state and federal law and as required by foreign countries being visited. Orbridge is not responsible for invalid travel documents and repercussions thereof.

For U.S. citizens, valid passports are required for travel to foreign destinations and some countries require specific visas prior to entry. Please direct any questions in respect to visa requirements to Orbridge, which shall use commercially reasonable efforts to provide answers as a courtesy, provided that it shall remain your sole responsibility and obligation to obtain and verify that you have all required travel documents, including visas, necessary and appropriate for the program location(s) and sufficient blank pages in your passport for visas and immigration stamps. In addition, some countries require your passport to have an expiry date of not less than six months after your anticipated return to the United States. Orbridge disclaims all liability for any expenses or costs you may incur due to your prohibition or restriction from entering a country on the program itinerary or reentering the United States at the conclusion of the program. If travel documents fail to meet these requirements, boarding of aircraft or ship to any international destination may be denied and entry into such countries may be denied.

**Photos and Videos.** Orbridge may take photographs and/or video of its trips and participant grants Orbridge permission to do so and for it to use such for promotional or commercial use without payment of any compensation to participant. In addition, Orbridge may use, without compensation, any photographs or video taken by tour participants and submitted to Orbridge or to SmugMug without payment of any compensation. In submitting any such photographs or videos to Orbridge or SmugMug, participant warrants that he or she took the image and that the dissemination of same does not violate the copyright rights of any person.

**Data Rights, Permissions.** Data collected and/or derived by Orbridge resulting from your use of the Website is the sole and exclusive property of Orbridge and may be used in any manner consistent with its Privacy Policy located on Orbridge's website. By submitting to Orbridge a digital or hard copy form that includes your personal contact information, including without limitation, your email address and telephone number(s), you give Orbridge and any other entity identified on the form permission to use that information to contact you and as otherwise may be described on the form and/or in the Privacy Policy.

**Other.** Dates, program details and costs are based on tariffs, exchange rates and other information current at the time of printing, but are subject to change at any time. While we do not anticipate material revisions of the itinerary or its included features, we do reserve the right to substitute accommodations or modes of transportation and to make any changes in the itinerary Orbridge, in its sole discretion, deems necessary and in that case any additional expense or cost will be paid by the individual guest. Your baggage and personal effects are your sole responsibility at all times. It is prohibited by federal law and Orbridge policy to bring illegal drugs, firearms, or other contraband (including marijuana for medical or recreational purposes) on any program.

Orbridge may at any time and without notice modify these terms and conditions, and any modification so made will be effective for all reservations made from and after the posted Effective Date.

In the event any term in these terms and conditions is deemed unenforceable the unenforceable clause shall be interpreted to give effect to the parties' intentions to the greatest enforceable extent, and all other provisions hereof shall remain fully enforceable according to their terms.

**Binding Arbitration.** I agree that any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration in Seattle, Washington, either according to the then existing commercial rules of the American Arbitration Association or 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) Washington law. 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. By agreeing to these terms and conditions, both parties are waiving their right to a trial by jury. Any arbitration commenced against Orbridge must be on behalf of only the individual(s) to this Agreement and his or her immediate family members travelling with them, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**Acceptance of Contract.** ANY PAYMENT TO ORBRIDGE, INCLUDING BUT NOT LIMITED TO DEPOSITS OR FULL PAYMENTS, CONSTITUTES YOUR ACKNOWLEDGEMENT OF AND AGREEMENT TO THESE TERMS AND CONDITIONS SET FORTH ABOVE AND IN MORE SPECIFIC TOUR DOCUMENTS.  
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