

Release and Agreement

I am an applicant for a tour provided by Natural Expeditions, LLC. By signing this Release and Agreement, I understand and agree to the following:

1. I understand that my tour begins when I am received by the Natural Expeditions, LLC representative at the international airport in San Jose, Costa Rica on the first day of the tour and ends when I reach the international airport on the last day of the tour.
2. I agree to release, indemnify and hold harmless Natural Expeditions, LLC and its affiliates (which term shall include directors, shareholders, agents and employees of Natural Expeditions, LLC as well as Natural Expeditions, LLC itself), and agree not to sue Natural Expeditions, LLC and such stated affiliates for, any and all claims, demands, actions, lawsuits, settlements, judgments, damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any Natural Expeditions, LLC tour and tour activities. I further agree to release, indemnify and hold harmless Natural Expeditions, LLC and previously stated affiliates from any and all acts of God, war (whether declared or undeclared), terrorist activities, instability in the country of destination, incidents of violence, public health issues or quarantine, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions which make it impossible or commercially unreasonable in the opinion of Natural Expeditions, LLC to conduct the tour, or the acts or omissions of any other agents over which Natural Expeditions, LLC and its previously stated affiliates have no direct or indirect control, including without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators.
3. I understand and agree that Natural Expeditions, LLC shall have no liability or responsibility for me when I am absent from Natural Expeditions, LLC supervised activities or for non-Natural Expeditions, LLC supervised activities, such as visits to friends or relatives.
4. I understand and agree that Natural Expeditions, LLC reserves the right to refuse me tour service if I become violent, present a threat, or harass other travelers while on tour. In such event, I will be responsible for any expenses incurred after I have been removed from the tour and no refund will be issued.
5. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, and if local authorities are involved, I will be subject to the laws of the country I am visiting.
6. I understand and agree that if I become ill or incapacitated, Natural Expeditions, LLC and its employees may take any action they deem necessary for my safety and well-being, including securing medical treatment and transportation home (at my own expense).
7. I understand and agree that Natural Expeditions, LLC has the right to make changes in tour itineraries and to modify transportation or hotel arrangements if necessary.
8. I understand that if the minimum number of travelers for my tour is not met by 60 days prior to the tour start date, Natural Expeditions, LLC reserves the right to cancel the tour and make arrangements with me to

transfer to another tour or to issue a full refund of the amount I paid toward my balance, including my deposit.

9. I understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]). Failure to do so does not constitute grounds for a refund.
10. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.
11. I understand that many of the activities involved are inappropriate for persons with severe health problems or physical disabilities, which inhibit walking or other activities. It is my responsibility to judge the appropriateness of these travel activities in regard to my physical capabilities. It is my responsibility to check the level of difficulty rating.
12. I understand and agree that this Agreement and the Terms of Travel on the Natural Expeditions, LLC website constitute the entire agreement between Natural Expeditions, LLC and me with reference to the subject matter herein, and do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of Natural Expeditions, LLC. This agreement may be amended or modified only in writing, signed by both parties. The waiver of Natural Expeditions, LLC of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
13. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Illinois. In the event of any claim, dispute or proceeding arising out of my relationship with Natural Expeditions, LLC, or any claim which in contract, tort, or otherwise at law or in equity arises between Natural Expeditions, LLC or its affiliates previously stated, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Illinois in the county of McLean and the Illinois Central District, Seventh Circuit of the United States District Court System.
14. I understand and consent that Natural Expeditions, LLC may use any film likenesses taken of me and any of my comments while on a Natural Expeditions, LLC tour for future publicity.

By signing, I certify that I understand and agree to the terms listed above in this Release and Agreement for my tour with Natural Expeditions, LLC.

Signature

Date

**Signature of Parent
(If traveler is under 18 years of age on tour)**

Date