



Terms and Conditions

By booking or participating in a tour, adventurer, and or an expedition and any related products or services (a "Tour") with Furthest Frontiers Expedition LLC. ("Furthest Frontiers Expeditions" or the "Tour Operator"), you ("you") agree to these Terms & Conditions (the "Terms").

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party. For expediency, it might be necessary to take information over the phone and not via the Tour Operators website. Those who take this option do so with complete acceptance of all terms and conditions that are outlined in this document and available on the website.

1. THE BOOKING CONTRACT

Your booking is confirmed and a contract exists when the Tour Operator issues a written confirmation after the receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the Tour Operator or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport. You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the Tour Operator.

2. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Tour Operator if any changes or cancellations are required and keeping your party informed. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

3. SINGLE TRAVELER INFORMATION

On some of the Tour Operators Tours, we offer the ability to lower the cost for single travelers by pairing up two single travelers of the same sex in the same room. This way the single traveler will avoid having to pay a supplement fee. If the single traveler chooses to have a room of their own instead of sharing a room with another single traveler of the same sex they have that option available to them. If you choose the single room sharing option prior to 70 days out from departure, we will do our best to pair you with another single traveler of the same sex. We will notify you before 70 days out if we were able to find another traveler to share the room with. If not we will advise you what the single supplement cost will be and you can decide to pay the additional supplement cost or cancel your Tour prior to 70 days out from departure. If you request a space on one of the Tour Operators Tours less than 70 days before departure and would like to share a room with a traveler of the same sex the Tour Operator will do its best to find you, as soon as possible, that accommodation. The Tour Operator will let you know if that accommodation is available and if it is, you will have to pay the full balance which is nonrefundable after 70 days out before departure. If the room sharing accommodation is not available the Tour Operator will advise and inform you of what the supplement fee will be at that point if you choose to travel on the Tour as a single traveler in your own room. The full nonrefundable balance will have to be paid at that point, due to it being under 70 days prior to departure.

4. REQUIRED MEDICAL INFORMATION

You must provide all medical information reasonably requested by the Tour Operator, and complete the mandatory confidential medical form (the "Medical Form"), available on the Tour Operator's website. Medical Forms are mandatory for all Furthest Frontiers Expeditions Tours, Adventures and or Expeditions.

The medical information you provide to Furthest Frontiers Expeditions will be held in the utmost strictest confidence and will be used only to the extent necessary to provide necessary emergency medical care and evaluate fitness for travel. Please note that this may include transmitting your information overseas to any countries to which you may be visiting, or to a Furthest Frontiers Expeditions regional management office or local partner, but only as required. The collection, use, and disclosure of your information are governed by the Furthest Frontiers Expeditions Privacy Policy.

We reserve the right to decline to allow your participation on our tour due to medical reasons.

Furthest Frontiers Expeditions is neither a medical facility nor a medical provider and, therefore, has no responsibility regarding medical advice of any type including inoculations that you or your physician deem necessary for your safe participation

Please note that certain medical forms must be filled out depending on the physical rating of the trip on which you are participating on. The physical rating can be found on

each trip page. In addition, more information on physical ratings can be found under the about tab on the Furthest Frontiers Expeditions site. If you have any questions, please feel free to contact a Furthest Frontiers Expeditions agent at 1-844-637-9424.

- For trips that are physically rated at 1,2, or 3, please fill out the Confidential Medical Waiver.
- For trips with a physical rating of 4, please fill out the Confidential Medical Form and if necessary, the Confidential Medical Statement.
- For travelers participating on a trip with a physical rating of 5, please fill out the Confidential Medical Form, as well as the Confidential Medical Statement. Also, a doctor's signed release is required.

Please submit your medical forms at least 70 days out from departure. If you book a trip with Furthest Frontiers Expeditions between 70 to 21 days before departure Furthest Frontiers Expeditions will need this form as soon as possible, but no later than 21 days prior to departure. You agree to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. The Tour Operator will maintain the information in accordance with the Tour Operator's Privacy Policy available on the website.

The Tour Operator reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour. The Tour Operator reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where the Tour Operator determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to the Tour Operator at the time of booking. The Tour Operator may refuse to carry pregnant women over 12 weeks. The Tour Operator may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

In the event that you do not complete the required mandatory confidential Medical Form or provide medical information reasonably required by the Tour Operator for any reason by the deadline indicated above, the Tour Operator reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. The Tour Operator does not provide medical advice.

It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements. Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not

meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

5. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests, but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms of the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

6. AGE REQUIREMENTS

Anyone under the age of 18 on the date of departure is considered to be a minor. Minors must be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by the Tour Operator, the minimum age for minors travelling on any Tour is 16 years old.

All bookings with a minor are subject to review and approval by the Tour Operator. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents and documentation, and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. The Tour Operator will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

The accompanying adult on a booking with a minor or minor(s) assumes all assumptions of risk and limitations of liability. The Tour Operator does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

7. MANDATORY INSURANCE REQUIREMENTS

YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF AT LEAST \$200,000 USD COVERING ALL APPLICABLE DATES OF TRAVEL WITH THE OUR OPERATOR. This insurance must cover personal injury and emergency medical expenses. On the first day of your Tour, a representative of the Tour Operator will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include cancellation, 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 any Tour offered by the Tour Operator 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.

8. PRICES, SURCHARGES AND TAXES

The published price of the Tour and any products or services offered by the Tour Operator is subject to change at any time, before or after booking confirmation, up to 60 days before departure. Tours are priced and advertised exclusive of applicable sales taxes. After a confirmation invoice has been issued by the Tour Operator, the Tour Operator reserves the right to impose surcharges on any products or services booked for reasons arising from increases in transportation costs, fuel costs, destination taxes or fees, chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable products or services; provided however, the Tour Operator will only do so where the increase in question is greater than 2% of the original price paid for the products or services (excluding add-ons, insurance, and taxes). Upon learning of the necessity to impose a surcharge in accordance with this section the Tour Operator will provide notice to you as soon as reasonably possible. Where the increase in price is greater than 7% of the original price of the applicable products or services (excluding add-ons, insurance and taxes), you may choose to either: 1. Cancel the applicable booking without incurring any penalty; or 2. Accept the change of price. You must notify the Tour Operator of your choice within 70 days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase. From time-to-time the Tour Operator may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by the Tour Operator are not entitled to reduced pricing.

9. VALIDITY

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 of these Terms. You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking the Tour Operator's website at least 72 hours prior to departure as minor changes may have been made after the time of booking.

10. DEPOSITS

At the time of booking, a nonrefundable deposit of \$200, as applicable, per person per Tour is due to the Tour Operator. The Remaining final balance is fully refundable if the booking is canceled 100 day or more out from the start of the Tour. If the booking is made 70 days or less prior to departure, full payment is due at the time of booking. If you cancel your tour, your deposit will remain valid until you're ready to travel with us. Please refer to section 14 in these terms to learn about the Tour Operators refund policy if you choose to cancel your tour with the Tour Operator.

11. DETAILS REQUIRED FOR BOOKING

As a condition of booking, you must provide the information requested by the Tour Operator along with final payment. If you fail to provide all required information prior to the date on which full payment is due, the Tour Operator reserves the right to treat your booking as cancelled and levy any cancellation fees deemed reasonable by the Tour Operator, at its sole discretion. If you fail to supply information required by the Tour Operator for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by the Tour Operator, the Tour Operator reserves the right to treat your booking as cancelled and levy any cancellation fees deemed reasonable by the Tour Operator, at its sole discretion. The information required by the Tour Operator will vary by Tour and will be communicated to you or to the Tour Operator's authorized agent during the booking process. The Tour Operator will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

12. AIRFARE

Tour prices do not include airfare to and / or from departure site, unless expressly mentioned in the Tour's descriptions.

The Tour Operator has a partnership with a company that handles airfare. You may use the partnership established between the Tour Operator and the airfare company to purchase tickets or you may choose to acquire your tickets by other means through online agencies or directly through the airlines. The Tour Operator recommends that you buy refundable airline tickets. The Tour Operator requires air ticket information at least 55 days out so the Tour Operator can arrange your airport transfers. Please email mail your arrival information including airline name, flight number and arrival time to traveldocs@furthestfrontiers.com

The Tour Operator is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

13. FINAL PAYMENT & ACCEPTANCE OF BOOKING

The confirmation sent by the Tour Operator will contain details of final payment required for any booking. Payment of the balance of the price for any products or services

booked is due 70 days before the departure date of the first product or service included in the applicable booking.

If full payment is not received by the applicable due date, the Tour Operator may, at its sole discretion, change the rate payable for the booking, or treat the booking as canceled and retain the deposit paid on booking as part of the cancellation fee.

If a booking is made less than 70 days before the departure date of the first product included in the applicable booking, then the full amount must be paid at the time of booking.

If you book a tour prior to 70 days out from the departure date, the Tour Operator will collect your deposit, and then an email reminder will be sent to you requiring you to pay the remaining balance via a hyperlink to our merchant's secure site at least 70 days out prior to departure.

Please familiarize yourself with the Tour Operators cancellation policies. These can be found in section 14 of these terms and conditions. If for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice. The Tour Operator is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to the Tour Operator.

14. CANCELLATION BY THE PARTICIPANT

You may cancel your booking by notifying the Tour Operator by calling our office at 1-844-637-9424 Monday through Friday 9am-5pm CST. The Tour Operator will also require you to send an email confirmation to billing@furthestfrontiers.com stating that you are canceling your trip. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Tour Operator and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).

Cancellation of a Tour: If you cancel your Tour, the Tour Operator will retain the \$200 nonrefundable deposit (which can be used for future travel) and any money paid to the Tour Operator below that will be refunded based on the following schedule:

100 days or more prior to departure – 100% remaining balance refunded

99 to 89 days prior to departure - 75% remaining balance refunded

88 to 78 days prior to departure - 50% remaining balance refunded

77 to 70 days prior to departure - 25% remaining balance refunded

69 days or less to program departure - 0% remaining balance refunded

For certain products or services, the Tour Operator might have alternative cancellation terms that may apply. The Tour Operator will advise you of any such requirements prior to confirmation of the applicable booking.

15. CANCELLATION OF A TOUR BY THE TOUR OPERATOR

A departure date for a Group Tour offered by the Tour Operator will become a guaranteed departure when at least 4 bookings are secured by valid deposits.

If the Tour does not meet the minimum of at least 4 bookings by 70 days out from departure date, the Tour Operator will notify others booked on the Tour that the Tour has been cancelled.

The Tour Operator guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonable itinerary changes as described in these Terms, or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on the Tour Operator's website or by contacting the Tour Operator. Printed materials displaying Tour information and departure dates are subject to change, and may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by the Tour Operator before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from the Tour Operator:

- (a) A substitute Tour of equivalent or superior value; or
- (b) A substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from the Tour Operator the difference in price between the price of the Tour originally purchased and the substitute Tour; or
- (c) A full refund of all monies paid for the cancelled Tour.

The Tour Operator is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, the Tour Operator reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, the Tour Operator will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, the Tour Operator may provide you with a refund for unused products or services as determined in its discretion.

16. TRAVEL DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with the Tour Operator as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Tour Operator that is a direct result of your failure to secure or be in possession of proper travel documentation. The Tour Operator does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment, and you agree that the Tour Operator is not responsible for any errors or omissions in this information.

17. FLEXIBILITY & UNUSED SERVICES

You acknowledge that the nature of adventure travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by the Tour Operator. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Tour Operator (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of the Tour Operator, including your removal from a Tour because of your negligence or breach of these Terms.

18. CHANGES

Changes made by the Tour Operator may modify your itinerary where reasonably required at its sole discretion. If the Tour Operator makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), the Tour Operator will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 100 days before departure, you may choose to:

- i) Accept the Material Change and proceed with the amended product or service;
- ii) Book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or
- iii) Book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or

- iv) Cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change).

You must notify the Tour Operator of your choice within 7 days of receiving notice or you will be deemed to accept the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of the Tour Operator. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with the Tour Operator, whether or not such expenses arise from a change of itinerary, and the Tour Operator is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. The Tour Operator will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to the Tour Operator is accurate and up-to-date. Any changes to your name on any booking are subject to the Tour Operator's approval. Any changes to a booking depend on availability and are subject the Tour Operator's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 70 days of departure on the applicable booking.

19. ACCEPTANCE OF RISK

You acknowledge that adventure travel in its various forms is a HAZARDOUS sport that has many dangers and risks. The products and services offered by the Tour Operator may involve a significant amount of risk to your health and safety. You realize that injuries are common and an ordinary occurrence. You agree by agreeing to these terms, you freely accept and voluntarily ASSUME ALL RISK OF PERSONAL INJURY OR DEATH or for property damage which results in any way from negligence, conditions on or about the premises and facilities, during the operation of the Tour. By traveling with the Tour Operator you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in

adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, high altitude trekking, carriage by watercraft, participation in “extreme sports” or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that the Tour Operator is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You acknowledge that you are responsible to make yourself aware through, State Department travel warnings and any other sources available to you in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly.

Whilst we will do our best to inform you of relevant changes to the State Department Travel Advice, <https://travel.state.gov/content/passports/en/alertswarnings> it is up to the you, and not the Tour Operator, to know what the State Department travel advice to a certain country, or region of a country, is and to be adequately insured to travel there. The Tour Operator accepts no liability if you (a) choose to cancel a booking because of State Department advice or (b) you are not adequately insured to travel.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Tour Operator (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, the Tour Operator may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Tour Operator. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Tour Operator or the Tour Operator’s suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to the Tour Operator as soon as possible in order to provide the Tour Operator with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of the Tour Operator or the Tour Operator's customer service department directly. The Tour Operator assumes no liability for complaints that are not properly brought to the attention of the Tour Operator and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by the Tour Operator within 30 days of the last day of travel of the booking in question.

WARNING

You assume the risk of any injury to person or property resulting from any of the inherent dangers and risks of hiking, trekking, biking, rafting, watersports, sailing, mountain climbing, or any other sports and may not recover from Tour Operator employee or Directors for any injury resulting from any of the inherent dangers and risks of hiking, trekking, biking, rafting, watersports, sailing, mountain climbing, or any other sports: including, but not limited to : Changing weather conditions; existing and changing snow conditions, bare spots, rocks, stumps, trees, collisions with natural objects, man-made objects, or other individuals; variations in terrain; and failure of individuals own abilities.

20. THE TOUR OPERATOR IS NOT LIABLE FOR SUPPLIERS

The Tour Operator makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfers operators, shore excursion operators, tour and local guides, destination management companies, and other independent parties ("Suppliers") to provide you with some or all of the components of your booking. Suppliers may also engage the services of local operators and sub-contractors. Although the Tour Operator takes all reasonable care in selecting Suppliers, the Tour Operator is unable to control Suppliers, does not supervise Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Suppliers are subject to the terms and conditions imposed by these Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provisions of their services. These may limit or exclude liability of the Supplier. You acknowledge that Suppliers operate in compliance with the applicable laws of the countries in which they operate and the Tour Operator does not warrant that Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

THE TOUR OPERATOR IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN THE TOUR OPERATOR AND ITS EMPLOYEES.

The Tour Operator is not liable for the acts or omissions, whether negligent or otherwise, of Suppliers or any independent contractors.

21. AUTHORITY ON TOUR

The Tour Operator has Tour Leaders that run group tours. The decision of the Tour Leader is final on all matters likely to affect the safety of any traveler or staff member participation in the tours. If you fail to comply with a decision made by a Tour Leader, or interfere with the well-being of the group, the Tour Leader may direct you to leave the tour immediately, with no right of refund. We may also elect not to carry you on any future tours booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our travel guidelines.

22. OPTIONAL EXTRAS

“Optional Extras” refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and do not form part of the Tour. You agree that any assistance given by the Tour Operator’s representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and the Tour Operator makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of the Tour Operator regarding any Optional Extras. You release the Tour Operator from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

23. LIABILITY

The Tour Operator and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall 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. You waive any claim against the Tour Operator for any such loss damage, injury, or death.

In the event that any loss, death, injury, or illness is caused by the negligent acts or omissions of the Tour Operator or the Third Party Suppliers of any services which from part of the booking contract then the Tour Operator limits its liability where applicable by all applicable international conventions.

Notwithstanding anything to the contrary elsewhere in these Terms, the Tour Operator will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

For claims not involving personal injury, death or illness, any liability the Tour Operator may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which you paid for the applicable Tour, not including insurance premiums and administration charges. Where this relates to loss or damage to luggage and other personal possessions then the Tour Operator liability will not exceed \$1,000 US. The Tour Operator will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you will be precluded from making a double recovery by making the same claims and seeking recovery against the Tour Operator and its suppliers, contractors or other third parties.

24. FORCE MAJEURE

The Tour Operator will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Tour Operator failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Tour Operator; or an event which the Tour Operator or Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

25. IMAGES AND MARKETING

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives, that may contain or feature you. You consent to any such pictures being taken and grant a perpetual,

royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors, to reproduce for any purpose whatsoever including marketing, promotions and the creation of promotional materials by or with sub-licensees, in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

26. ADDITIONAL NOTES

The Tour Operator shall not be liable for any expenses such as additional hotel nights and meals not specified in the tour itineraries that may be required either in route, prior to or following a tour, when caused by your individual travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under the Tour Operator's control. The Tour Operator shall not be liable for any expenses that are incurred in recovering luggage lost by airlines, belongings left behind on a Tour, or in shipping purchases or other goods sent home from abroad. The Tour Operator has the right to exclude you from further participation if you do not meet the physical or other requirements of participating on the tour or activities envisaged. You have the responsibility to select a tour appropriate to your abilities and interests. We are happy to discuss the tour with you. You are responsible for being sufficiently fit and in good health to undertake the tour. You are responsible for preparing for the tour by studying the itinerary and tour notes and for bringing the appropriate clothing and necessary equipment as advised therein. You are responsible for the proper care and use of any equipment and gear provided by the Tour Operator or its suppliers for the entire duration of the tour. This includes but is not limited to tents, sleeping pads, bags, or mattresses, folding chairs, tables, saddles, shower, toilet equipment and trekking poles. You will examine equipment assigned to you and will immediately inform your tour leader if any equipment appears to be damaged or otherwise not in good working condition. You acknowledge responsibility for the condition of the equipment and agree to be charged for the replacement value of the equipment or costs of repair if not returned in working order at the end of the tour, excluding normal wear and tear.

27. PRIVACY POLICY

The Tour Operator must collect your personal information to deliver the Tour and any products or services booked. The Tour Operator collects, uses and discloses only that information reasonably required to enable the Tour Operator and its Third Party Suppliers to provide the particular Tour, products and/or services that you have requested as described in the Tour Operator's Privacy Policy, which can be accessed any time on the Tour Operators site and is expressly incorporated into these Terms. By submitting any personal information to the Tour Operator, you indicate your acceptance of the Tour Operator's Privacy Policy.

28. SEVERABILITY

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only as broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

29. CLAIMS & COMPLAINTS

If you have a complaint about your tour please inform your Tour Leader at the time, in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour. You may mail your complaint to Furthest Frontiers Expeditions 20 Edwardsville Professional Park Suite D, Edwardsville, IL, 62025 USA

30. CONTRACT PARTIES & SUCCESSORS

These Terms shall be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

31. APPLICABLE LAW

The Contract and these Terms are subject to the laws of the State of Missouri, United States of America, and you submit to the exclusive jurisdiction of the courts located in St. Louis, Missouri, United States of America, for the resolution of any dispute under these Terms or concerning any Tour, product or service.

32. AMENDMENTS

The Tour Operator reserves the right to update or alter these Terms at any time, and will post the amended Terms on the Tour Operator's website. Any amendment will take effect 7 days after being posted to the Tour Operator's website. An up to date copy of these Terms, as amended, may be accessed at any time on the Tour Operator's website. A copy of these Terms can be sent to you upon request please email the Tour Operator at info@furthestfrontiers.com. You are deemed to have accepted any amendments to these Terms on the date that is 7 days after their posting on the Tour Operator's website. The Tour Operator recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.

33. GENERAL CONDITIONS

No person, save with the express permission in writing of the Chief Executive Officer of the Tour Operator, has the authority or is empowered to waive or vary any of the Terms.

34. ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be Travel Industry. The place of arbitration shall be St. Louis,

Missouri, United States of America. The arbitration shall be governed by the laws of the State of Missouri. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND AGREE WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

THIS DOCUMENT IS AN ARBITRATION AGREEMENT: PLEASE READ IT CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHT TO GO TO COURT TO SEEK LEGAL REMEDIES. INCLUDING ANY RIGHTS YOU MAY HAVE TO A TRIAL BY JURY. INSTEAD OF SETTLING ANY CLAIMS OR DISPUTES IN COURT YOU AND TOUR OPERATOR AGREE TO HAVE ANY CLAIMS OR DISPUTES SETTLED BY BINDING ARBITRATION. THIS AGREEMENT WILL BE BINDING ON BOTH PARTIES AND WILL CONTINUE IN EFFECT DESPITE THE TERMINATION OF ANY OTHER CONTRACT BETWEEN YOU AND TOUR OPERATOR.

Revised on June 16th, 2017