

Southern Explorations Terms & Conditions

Read these booking terms and conditions thoroughly and carefully before booking a tour with us. These terms and conditions contain important provisions regarding the tour you are purchasing including, but not limited to, our rights to alter the tour, our cancellation and refund policies, a limitation of our liability and other important disclaimers, and a requirement that you agree to execute a release of our liability and assume the risks involved with your tour.

Booking Terms & Conditions

1. Contract with Southern Explorations

This Booking Terms and Conditions Agreement (the “Terms”) is a legal and binding contract between the customer (the “Customer” or “you”) and World Wide Explorations, Inc. doing business as Southern Explorations (“Southern Explorations,” “we,” or “our”).

This contract applies to any and all bookings, reservations, or similar transactions made with Southern Explorations. These Terms & Conditions apply to each and every person who is part of a Reservation made with Southern Explorations whether made directly or through a representative or agent. These Terms include limitation of our liability and other important disclaimers. The Terms also include your rights. It is your responsibility to read this contract entirely and acknowledge that you understand it before making your Reservation and thereby agree to the terms in this contract. By making a Reservation you acknowledge that you have read this contract and agree to its terms.

Southern Explorations offers you a proven service of arranging tours with vetted, quality suppliers. Southern Explorations does not own or operate any entity that provides goods or services for your tour including, for example and without limitation, lodging facilities, bus, plane, train, kayaks, yachts or other transportation companies or devices, food service providers, equipment suppliers, etc. Therefore, the services arranged by Southern Explorations are provided by third party suppliers. Separate “terms and conditions” dictated by the applicable supplier likely apply to your Reservation and purchase and, when that is the case, you agree to abide by such terms and conditions. Southern Explorations will make those available to you if you ask us for them and when possible. These Booking Terms and Conditions govern our services and your responsibilities at all times.

2. Definitions

(A) Terms means these Terms & Conditions.

(B) Southern Explorations, we and our include Southern Explorations’ owners, directors, officers, employees, representatives, agents and affiliates.

(C) Customer and you means the person or people who make a Reservation with Southern Explorations, and also includes the person who is or people who will be traveling on the tour.

(D) Trip and tour mean the tour or vacation whose components, inclusions, and exclusions are

spelled out in each itinerary, including as those components, inclusions and exclusions that may be altered per these Terms. Trip and tour are used interchangeably in these Terms.

(E) Reservation means a booking that satisfies the requirements stated below for reserving a space on a tour.

(F) Trip Cost means the amount you must pay for your complete tour itinerary booked with Southern Explorations.

(G) Tour Start Date is the first date on the itinerary that you have reserved with Southern Explorations. It does not include any earlier departure date that you may have planned including, but not limited, to airline flights arranged for and necessary to your embarkation on the Tour Start Date.

(H) Force Majeure means any circumstances beyond the reasonable control of Southern Explorations including, without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Southern Explorations that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions.

3. Reservations

To reserve a space on any trip, each Customer must submit:

1. A completed application form, which includes the Customer's acknowledgement of these Terms, the Arbitration and Limitation of Remedies provisions, and the Release of Liability, Assumption of All Risks Agreement; and
2. A deposit of \$1000 per person (paid by credit card, upon booking),
3. The balance of the Trip Cost (the "Balance") is due at least 90 days prior to departure. Failure to timely pay the Balance will result in a Cancellation by the Customer that is subject to the cancellation provisions stated in these Terms.
4. Certain trips, including but not limited to Galapagos, Amazon and Antarctica cruises may require different deposits and final payment schedule. Please refer to your trip costs for your deposit amounts and final payment due date.

4. Payments

Payment of the Balance may be made by personal or cashier's check, money order, or credit card (Visa / MasterCard / American Express), except that payment of the Balance submitted less than 90 days prior to the Trip Start Date must be made by credit card or other payment form approved by Southern Explorations in your case. You may only make payment less than 90 days before the Tour Start Date after you have our written agreement to accept your late payment. If you do not

have Southern Explorations prior written approval for late payment, and you have not paid the Balance when due, Southern Explorations reserves the right to treat your Reservation as canceled and subject to the CANCELLATION BY CUSTOMER provisions in these Terms.

No one will be allowed to depart on a trip unless all payments and necessary documents have been received by Southern Explorations. All published prices and rates are based on double occupancy and a 3.5% cash discount. Please contact us directly for the Trip Cost if payment of the Balance will be by credit card.

5. Cancellation by Customer -

Except cancellations by you that occur as a result of other reasons stated in these Terms, a cancellation by you must be in writing and must actually be received by Southern Explorations. Other situations can result in a cancellation by you. These situations are stated throughout these Terms.

All cancellations by the Customer are subject to a cancellation fee. Cancellation fees are per person and calculated based on the Tour Start Date. If you cancel,

91 or more days before...	\$500 per person if you cancel
31 to 90 days before...	50% of the Trip Cost
less than 30 days before...	100% of the Trip Cost

In addition to the fee stated above, the following will be added to and part of the cancellation fee per person: any cancellation fees, surcharges, or nonrefundable deposits charged to Southern Explorations by its vendors and suppliers, such as individual hotels, airlines or other third parties.

Some Galapagos, Antarctica and Amazon vessels apply a different cancellation schedule. In this case, the vessel's cancellation policy is in addition to Southern Explorations' cancellation policy.

Cancellation fees will be withheld from existing deposits or other payments by you to Southern Explorations. If the cancellation fees total more than the existing deposits or other payments, then you must pay the outstanding balance within 30 days. If the cancellation fees total less than the existing deposits or other payments, then the remaining balance will be refunded to you.

No partial refunds will be given for unused hotel rooms, meals, sightseeing trips, trekking arrangements, or other segments or portions of your trip for any reason whatsoever. The Trip Cost is quoted as a package and refunds and credits are not given for services not used.

6. Cancellation by Southern Explorations or its Suppliers

Southern Explorations reserves the right to cancel any Reservation or trip if: (i) the 2 (two) person minimum is not met, and/or (ii) the number of Customers signed up makes the trip economically unfeasible to operate. If these events happen, a full refund of the Trip Cost is given. However, Southern Explorations is not responsible for additional expenses incurred by travelers preparing for the trip (i.e., non-refundable "Advance Purchase" air tickets, equipment,

medical expenses, etc.).

Southern Explorations also reserves the right to cancel any trip: (iii) in the case of a Force Majeure event, and/or (iv) if a third-party supplier's cancellation occurs outside the control of Southern Explorations. **NO REFUND IS GUARANTEED** if a tour is cancelled due to these events. Southern Explorations has the **SOLE DISCRETION AND RIGHT TO MAKE A DECISION** about refunds based on the circumstances that give rise to these events and the timing, **INCLUDING NO REFUND WHATSOEVER**. Southern Explorations also reserves the right to offer, at its sole discretion, an alternative tour if the reserved trip is cancelled for these reasons ((iii) and (iv)).

BECAUSE CANCELLATION AND/OR CHANGES MAY OCCUR WITHOUT REFUND AND/OR RESULT IN COSTS FOR WHICH YOU DO NOT HAVE RECOURSE AGAINST SOUTHERN EXPLORATIONS AND/OR ITS SUPPLIERS, IT IS HIGHLY RECOMMENDED THAT YOU OBTAIN TRAVEL INSURANCE THAT COVERS ALL YOUR COSTS AND POTENTIAL COSTS.

Changes to a trip may occur. Refer to the section in these Terms on Changes by Southern Explorations for some changes that may occur.

In accordance with Washington state law and except as otherwise provided in these Terms, if transportation or other services are canceled by us, all sums paid to us for services not performed in accordance with these Terms will be refunded within thirty days of receiving the funds from the supplier with whom the services were arranged, or if the funds were not sent to the supplier, the funds shall be returned within fourteen days after cancellation by us to you unless you request that we apply the money to another travel product and/or date.

7. Prices, Surcharges and Validity

Southern Explorations publishes trip prices in advance and, rarely but, occasionally faces significant cost increases due to factors over which we have no control. Consequently, in order to offer our services in an economically feasible manner at valuable prices to you, we reserve the right to pass along to you surcharges due to unfavorable exchange rates, increases in airfares or other transport costs, taxes, or if government action should require us to do so. Surcharges will be calculated according to the full extra cost, compared to the original costs and exchange rates.

8. Airlines

Southern Explorations is not responsible for any acts or failures to act of any airlines. We may use airlines different than the one(s) mentioned in our advertisements, and Southern Explorations is not able to guarantee the type of aircraft to be used by any airline. It is common on tours arranged by Southern Explorations that flights with small airlines and/or on small aircraft are part of the itinerary. By making a Reservation with us, you acknowledge and accept this possibility.

In addition, Southern Explorations is not responsible for losses due to cancelled flights, or changed flight itineraries or seat assignment. The responsibility of the airlines is limited to the carriage of passengers and baggage in accordance with the airline's terms and conditions of

service.

If you cancel a Reservation due to a change of airline, aircraft type, route, or destination, additional penalties and fees, in addition to the cancellation fees stated above, are likely to be applied by the airline. We have no control over the airline's cancellation or penalty fees. In addition your cancellation or refusal to agree to flight arrangements or changes after the itinerary is final may cause a cancellation of your Reservation. In that case, the CANCELLATION BY CUSTOMER provisions and fees stated in these Terms apply.

9. Delays

Any costs, whether direct or incidental, incurred by you as the result of delays caused by bad weather, trail conditions, river levels, road conditions, transportation delays, sickness, government intervention or other contingencies which are beyond the control of Southern Explorations will not be reimbursed.

10. Changes by Southern Explorations or its Suppliers

Reasonable changes in the itinerary may be made for your comfort and well-being where deemed advisable by Southern Explorations or its suppliers because of unforeseen circumstances or because of circumstances beyond the control of Southern Explorations. Consider your itinerary as a guide; it is not a contract.

If any such change is made prior to the time the initial deposit is paid, we will tell you of the change at the time of booking. If a change is made thereafter, Southern Explorations will inform you as soon as is reasonably possible. If you cancel your Reservation as a result of any such change the CANCELLATION BY CUSTOMER provision above will apply. SOUTHERN EXPLORATIONS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY SUCH CHANGE AND THE CUSTOMER WAIVES THE RIGHT TO ASSERT A CLAIM FOR SUCH DAMAGES AGAINST SOUTHERN EXPLORATIONS.

11. Changes by the Customer

You are responsible for the actual cost of all changes to a Reservation that are made by you. Southern Explorations is not responsible for additional expenses incurred by you as a result of such changes, including but not limited to non-refundable "Advance Purchase" air tickets, etc.

In addition, you must pay Southern Explorations an administrative fee per change that you make before the Tour Start Date according to the following schedule:

Between 90 and 30 days prior will be charged \$30

Between 29 and 15 days prior will be charged \$50

We cannot accept changes by you within 14 days the Tour Start Date. This includes, without limitation, booking additional accommodations, transfers, or excursions.

This section applies only to changes. Cancellations are subject to other provisions in these Terms.

12. Authority on Tour

As part of the learning and enjoyment of your tour, you are likely to experience different cultural

and social norms. You will also be subject to the laws of the country or countries you travel in. For the legal compliance and safety of Southern Explorations and its suppliers, as well as the safety, well-being, and enjoyment of other Customers, you must comply at all times with the law and respect the norms of the locations you visit. This includes laws that apply to customs, foreign exchange, immigration, and drug control.

From time to time external circumstances, or a Customer's fitness, health, behavior or other activity or decision(s) may threaten the safety, or interfere with the well-being, of the group or individual Customers. As a result, at all times the decision of Southern Explorations, its suppliers, the tour leader, and/or any representative of Southern Explorations or the suppliers is final on all such matters.

If you fail to comply with this section, or if you should interfere with the well-being of the group or individual Customers, then Southern Explorations, its suppliers, the tour leader, and/or any representative of Southern Explorations or the suppliers may order you to leave the tour without recourse to any refund or for damages. If this happens and any person traveling with you must also leave or chooses to leave the tour with you, they will likewise have no recourse to any refund or for damages

13. Tour Start Date

It is your responsibility to be ready to embark on the tour as specified in the itinerary. Southern Explorations is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

14. Medical Fitness & Health

Southern Explorations, its suppliers, the tour leader, and/or any representative of Southern Explorations or the suppliers (collectively "trip leader") has the right to disqualify anyone at any time during the trip if the trip leader believes that the Customer's continued participation will jeopardize the health or well-being of the Customer involved or the group. No refunds of any type are given to the Customer, or to any person traveling with the Customer, when a medical or health condition or limitation of a Customer is not disclosed at the time of booking and results in the Customer being unable to participate in any portion of the trip or causes the Customer to leave the trip for any reason (including being asked to leave by a trip leader). A Customer has failed to disclose a medical or health condition or limitation if the condition or limitation is disclosed but not the scope.

In the event you are injured or become ill and you timely notify us, Southern Explorations will work with you or otherwise attempt to secure medical attention. However, Southern Explorations assumes no responsibility for or regarding the provision of medical care or its cost.

Southern Explorations expressly disclaims any and all liability for medical care or for special dietary requirements. Southern Explorations does NOT warrant or make any representations that the company or any representative, or any third party supplier or tour leader can or will make a determination that an individual Customer IS adequately healthy or fit to embark, continue, or participate in a tour, and Southern Explorations expressly disclaims any such warranties or representations. The responsibility for any determination in favor of embarking, continuing, or

participating in a portion of a tour remains solely with you.

15. Covid 19 Release of Liability

By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your trip.

You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID 19, Southern Explorations has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Southern Explorations shall not be liable to any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, AND HOLD HARMLESS Southern Explorations, its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

16. Baggage

Southern Explorations assumes no liability for loss or damage to baggage in transit to and from a Southern Explorations trip or while on a Southern Explorations trip.

17. Travel Insurance

Because of the rights stated in these Terms, and because of other potential known and unknown external circumstances that may occur (which is an inherent risk of any travel), Southern Explorations HIGHLY RECOMMENDS THAT YOU OBTAIN PERSONAL TRAVEL INSURANCE, including baggage and cancellation insurance. Travel Insurance is a cost effective way to protect yourself and your equipment in the event of problems due to – Canceled Trips, Delays, some Medical Problems, Baggage Loss or Damage. Travel insurance may be purchased through traditional insurers or online insurers (such as [Travelex Insurance Services](#)).

18. Medical Insurance

IT IS HIGHLY RECOMMENDED THAT YOU HAVE MEDICAL INSURANCE FOR YOUR TRIP. WE RECOMMEND THAT YOU COMMUNICATE WITH YOUR INSURER AND CONFIRM THAT YOU WILL HAVE COVERAGE ON YOUR TRIP AND HOW MUCH, OR THAT YOU PURCHASE (ADDITIONAL) MEDICAL INSURANCE. Illness, accidents, and even the possibility of death are risks at any time. When you are traveling abroad these events can result in a range of unexpected expenses to you, from minor to burdensome, and there is no way of knowing ahead of time what the amount of expense may be. It may be that you fall ill and need to pay several hundred dollars for medical care or you may experience a grave accident that requires medical care, rescue including air lifts, loss of limbs or even repatriation costs in the hundreds of thousands of dollars. SOEX is not responsible for these costs. You must weigh the risks and decide how much medical insurance coverage you and those you are responsible for will need and make certain that you have obtained both the limits you want and the coverage you may need. Because every traveler weighs these risks differently, SOEX cannot advise you on what limits of coverage you should buy. SOEX EXPRESSLY DISCLAIMS LIABILITY FOR ANY REPRESENTATION OR WARRANTY SOEX SHARES WITH YOU ABOUT MEDICAL INSURANCE COVERAGE AND LIMITS. YOU ARE SOLELY RESPONSIBLE FOR YOUR DECISIONS REGARDING MEDICAL INSURANCE COVERAGE AND LIMITS.

19. Documents

You must have and it is solely your responsibility to obtain and carry with you a valid passport, all visas, permits and certificates, vaccination certificates, and any other documentation required for the entire tour. Pursuant to governing travel regulations and requirements, ALL PASSPORTS OF TRAVELERS MUST BE VALID AT LEAST 185 DAYS FROM THE DATE OF DEPARTURE.

We are pleased to provide you with information about visas, vaccinations, climate, clothing, baggage, special equipment, etc. However, that information is given to you by us without responsibility on the part for accuracy and lawfulness. By making a Reservation, you expressly waives any claim that Southern Explorations is liable for damages arising from such information.

20. Claims and Complaints

Many problems that might arise during a trip can be rectified quickly and in a manner that allows you to continue to enjoy your trip if you bring them to the attention of the supplier, trip leader, or person "on-the-ground" at the time they arise and during your trip. Therefore, if you find that you have a complaint or claim against Southern Explorations, you must first attempt to obtain a correction of the problem during the trip. If the problem is not solved this way, then you must inform Southern Explorations of the claim or complaint in writing within five days after the end of the trip. If you fail to comply with these requirements, you waive your right to assert any such claim or complaint against Southern Explorations.

21. Release of Liability and Assumption of Risk

By signing these Terms and making a Reservation, you acknowledge that the cost of all Southern Explorations trips have been based upon Customers agreeing to (A) these Terms, (B) the Arbitration and Limitation of Remedies provisions, and (C) the Release of Liability, Assumption

of All Risks, and Indemnification Agreement. Therefore, as lawful consideration for being permitted to participate on such adventure travel activities you acknowledge that you understand and agree to these Terms including the requirement to agree to the Release of Liability, Assumption of All Risks, and Indemnification Agreement and acknowledgement of the Arbitration and Limitation of Remedies provisions.

22. Severability

In the event that one or more of the provisions of the Terms or the Arbitration and Limitation of Remedies provisions, for any reason, is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the Terms and provisions shall be construed as if such invalid or unenforceable provision had never been contained herein.

23. Entire Agreement

The Trip Application, which includes these Booking Terms and Conditions, the Arbitration and Limitation of Remedies provisions, and the Release of Liability, Assumption of All Risks, and Indemnification Agreement, contains the entire understanding between you and Southern Explorations in connection with the subject matter of the Trip Application and it supersedes and replaces all prior negotiations, statements, and representations concerning the subject matter of the Trip Application.

24. Amendment

These Terms may not be amended, altered or modified, except by a written amendment executed by an authorized representative of Southern Explorations.

25. Construction

It is the intent of the Customer and Southern Explorations that no part of the Terms be construed against any party because of the identity of the drafter.

26. Attorney Fees and Costs

If the meaning or application of the Terms is at issue in any dispute between you (or your heirs or assigns) and Southern Explorations, the substantially prevailing party shall be entitled to recover its, his or her expenses, attorney fees and costs.

27. Successors and Assigns

This agreement shall inure to the benefit of and be binding upon Southern Explorations and you and your respective heirs, legal personal representatives, successors and assigns.

28. Updating of Terms and Conditions

Southern Explorations reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions can be found on the Southern Explorations website: www.southernexplorations.com.

I have read this entire agreement, and I am agreeing to it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My agreement applies to all sections of the Booking Terms and Conditions

Agreement.

Arbitration and Limitation of Remedies Provisions

1. Binding Arbitration

By agreeing to the Booking Terms and Conditions and making a Reservation, you agree that any dispute concerning, relating, or referring to the Booking Terms and Conditions; the Release of Liability, Assumption of all Risks and Indemnification Agreement; our catalogue; our website; any other literature or materials concerning a Southern Explorations trip; the trip itself; or any complaint or claim against Southern Explorations shall be referred to and resolved exclusively by binding arbitration by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Tribunal will consist of one arbitrator. The arbitration shall be conducted in Seattle, Washington. Such proceedings shall be governed by the substantive law of Washington State. Judgment on the Award may be entered in any court having jurisdiction. The party prevailing in any dispute shall be awarded attorney fees and all reasonable costs incurred.

2. Limitation of Remedies

YOU AGREE THAT THE SOLE REMEDY FOR ANY DEFAULT BY SOUTHERN EXPLORATIONS ARISING UNDER THE TERMS AND CONDITIONS SHALL BE THE RETURN OF THE PAID TRIP COST. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SOUTHERN EXPLORATIONS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING FOR PERSONAL INJURY) REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SOUTHERN EXPLORATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO RECOVER SUCH DAMAGES.

Release of Liability, Assumption of All Risk, and Indemnification Agreement

Read this Release of Liability, Assumption of All Risks, and Indemnification Agreement thoroughly and carefully before booking a tour with us.

By signing below, I acknowledge that I have voluntarily applied to participate in the trip designated on the Southern Explorations Trip Application (or a trip to which I may subsequently transfer) and that I have carefully read this Release of Liability, Assumption of All Risks, and Indemnification Agreement and that I understand and agree to its terms.

I understand that World Wide Explorations, Inc., its employees, shareholders, subsidiaries, affiliate, officers, director, successors, agents and assigns (collectively Southern Explorations) does not own or operate any entity that provides goods or services for my trip including, for example and without limitation, lodging facilities, bus, plane, train, kayaks, yachts or other transportation companies or devices, food service providers, equipment suppliers, etc.

I agree that Southern Explorations is not liable for any negligent or willful act or failure to act of any third party including but not limited to its suppliers.

Assumption of Risk: I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, raft, ski, horseback or other animal, by foot or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or faulty maintenance of equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property.

I acknowledge that the enjoyment of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment. I understand that the numerous risks and dangers involved, including inherent risks, include but are not limited to: negligence in any manner on the part of Southern Explorations; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Southern Explorations' control.

I assume full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at those destinations.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, LOSS, EMOTIONAL TRAUMA, OR DEATH.

Release of Liability: I acknowledge that the cost of all Southern Explorations trips is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Indemnification Agreement.

Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER SOUTHERN EXPLORATIONS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me and their heirs, successors, assigns and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Southern Explorations from any and all liabilities to the maximum extent permitted by the law.

Indemnification: I further agree to “indemnify” (meaning to defend and to pay or reimburse) Southern Explorations against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the tour or my participation in the tour and any related activities.

Governing Law and Severability of Provisions. This Release of Liability, Assumption of All Risk, and Indemnification Agreement shall be governed by Washington state law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that if any portion of this Release of Liability, Assumption of All Risk, and Indemnification Agreement is held to be invalid, the rest shall nonetheless remain in full force and effect. The Binding Arbitration provision that I have separately read and agreed to applies to this Release of Liability, Assumption of All Risk, and Indemnification Agreement.

I have carefully read the foregoing Release of Liability, Assumption of All Risk, and Indemnification Agreement and fully understand that it will prevent me or any other person on my behalf from filing suit or making any other legal claim for damages in the event of injury, death, property damage, or any other harm, damages, or injury, and I sign it of my own free will.