

The following Contract, Terms & Conditions, and Legal Disclaimer apply to all our trips and events. Everyone signing up for a trip will be required to review and agree to the terms. This document will always be posted on our website so you can review and familiarize yourself with it at.

1000 Leagues Travel

Contract, Terms & Conditions, and Legal Disclaimer

In consideration of 1000 Leagues Travel, its parents, subsidiaries (1000 Treks, Sober Treks, Adventure-us, SoCal Scuba), affiliated persons, companies, or entities, respective officers, directors, partners, shareholders, members, agents, employees and volunteers, successors, representatives, and assigns (hereinafter "1000 Leagues Travel", "The Company", "We") allowing you ("You", "Participant") to participate in any trip or event ("Trip" or "Trips"); you, yourself, and on behalf of your spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement ("Agreement") and its terms and conditions ("Terms"):

1. DEPOSIT & BOOKING CONFIRMATION.

1.1. A **non-refundable** deposit starts your reservation process. You will then receive this contract and a questionnaire, which need to be filled out and signed within 72 hours to finish your reservation. If you don't agree to the Terms of this contract, you may cancel your reservation within 72 hours of its receipt and receive a refund of your deposit.

1.2. Your booking is confirmed, and a contract exists when 1000 Leagues Travel issues a written confirmation and/or invoice after receipt of the applicable deposit amount and all requested and required documents.

1.3. Please check your confirmation carefully and report any inaccurate or incomplete information to 1000 Leagues Travel immediately.

1.4. Once you are confirmed, your deposit becomes **movable**. That means, if you need to cancel your participation on the trip for any reason, you may request a **credit** for 100% of your deposit that can be applied to any 1000 Leagues Travel Trip which departs within one year of the departing date of the original trip. Unused credits will expire one year from the departure date of the original trip. Please be aware that your spot on the new trip will be subject to availability, and our trips tend to fill up fast.

1.5. All deposits are non-transferable; you may not transfer your deposit to another person.

1.6. Deposits for additional activities and extensions are not refundable, movable, or transferable. If you cancel your participation in the trip, extensions, and/or activities, you will forfeit 100% of your deposit for the extensions and/or activities.

2. PAYMENTS & ACCEPTANCE OF BOOKING.

2.1. Full payment is due on the "due date." You may make payments on any flexible payment schedule you prefer, so long as you are fully paid by the due date.

2.2. The Trip **MUST** be fully paid by the due date. If the Trip is not paid by 11:59 PM PST on the due date, you will forfeit all your deposits (including deposits for additional activities and extensions) and be removed from the Trip. Any payment made in excess of deposits will be refunded to you.

2.3. Your payments (excluding deposits and payments for additional activities and any other non-refundable payments) are refundable, movable, or transferable before the due date. After the final payment due date, all payments and deposits are entirely non-refundable, non-movable, and non-transferable.

2.4. Trip bookings after the due date may be allowed from time to time, dependent on the spots available, if 100% of the Trip cost is paid at the time of booking. Additional activities may not be available or may carry additional cost(s). All payments made will be non-refundable, non-movable and non-transferable.

3. DETAILS REQUIRED FOR BOOKING.

3.1. As a condition of booking, you must provide the information requested by 1000 Leagues Travel within the time period stipulated. If you fail to supply information required for air tickets, permits, or other inclusions, you will also be liable for any costs, fees, or losses due to failure to obtain or provide such information. In the event that you fail to supply the information required, we reserve the right to treat your booking (or the relevant component of your booking) as canceled and levy any cancellation fees we deem reasonable, at our sole discretion. 1000 Leagues Travel will not be held responsible for any fees you incur as a result of errors, changes, omissions, inaccuracies, late, misplaced, or otherwise incomplete information you have provided.

3.2. Any changes to your name or other changes to a booking depend on availability and feasibility and are subject to 1000 Leagues Travel's ability to make such change(s). You are responsible for any resultant costs, including but not limited to differences in pricing as well as potential administrative fees assessed by any of the 3rd party companies involved as well as 1000 Leagues Travel.

4. BOOKING ON BEHALF OF OTHERS.

4.1. By booking on behalf of another person or other 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 1000 Leagues Travel will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

4.2. By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included in that booking. This means that you are responsible for making all payments due in connection with your Trip booking, notifying 1000 Leagues Travel if any changes or cancellations are required, and keeping your party informed.

4.3. While you may book on behalf of other travelers, every person participating in a Trip must sign and agree to the Terms of this contract and assumes full responsibility and liability for himself/herself.

5. TRAVEL DOCUMENTS.

5.1. 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, certificates (including but not limited to vaccination or medical certificates), and insurance policies.

5.2. You accept full responsibility for obtaining all such documents prior to the start of the Trip, 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 Company that is a direct result of your failure to secure or be in possession of proper travel documentation.

5.3. If a passport is required for the Trip, you must have a passport that is valid 6 months after the last date of travel for the Trip.

5.4. 1000 Leagues Travel may provide guidance to the best of its ability but makes no representations or warranties as to the accuracy or completeness of any information provided on passports, visas, vaccinations, climate, clothing, baggage, special equipment, or other travel specific information and requirements, and you agree that the Company is not responsible for any errors or omissions in this information.

6. CANCELLATIONS.

6.1. 1000 Leagues Travel is not responsible for Trip cancellations or cancellations of specific activities during a Trip due to conditions such as an Act of God, sickness, quarantine, pandemic, epidemic, criminal activities, war or war-like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and wheresoever any of the same may arise or be caused by riot, insurrection and government restraint, fire, bad weather, unpredicted situations, or any other cause whatsoever beyond the reasonable control of 1000 Leagues Travel; or an event which 1000 Leagues Travel or the Third-Party Supplier of services, even with all due care, could not reasonably foresee, any and all of which, individually and collectively, constitute "Force Majeure". Although the Company will make its best effort (as relates to anything under its control) to mitigate the issue(s) caused by such situation, minimize associated costs and losses, and determine in its discretion the optimum solution for all parties involved, any such cancellations will not entitle the participant to a refund, credit, or the option to transfer.

6.2. The Company is not responsible for any incidental expenses or consequential losses that you may incur as a result of the canceled booking, including but not limited to visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, and loss of enjoyment. Where a significant element of a Trip as described cannot be provided after departure, 1000 Leagues Travel will attempt to 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 Company may, under no obligation, provide you with a refund for unused products or services as determined in its discretion.

7. COVID-19/CORONAVIRUS ("VIRUS").

7.1. On March 11, 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization. For all intents and purposes under this contract, any travel changes or impact related to or occurring as a result of the Virus, although where otherwise could be acknowledged as "foreseeable," will qualify as unforeseeable and as a "Force Majeure" event. Due to the ever-changing and unpredictable nature of the Virus/pandemic, the Company will make every effort to effect all Trips as planned but

under various circumstances (government-mandated, safety-related, Supplier-affected, or otherwise) may need to modify or cancel a Trip, in part or in its entirety, and **may** be unable to provide refunds or credits to the traveler.

7.2. Proof of COVID-19 vaccination may be required. If we choose to require proof due to an increase in case numbers, and/or the Centers for Disease Control (CDC), World Health Organization (WHO), or countries we will be visiting require it, you will then be required to show proof of current vaccination and all required boosters of an approved vaccine to 1000 Leagues Travel at least seven (7) days before the first day of the Trip, or you will not be allowed to participate in the Trip and will forfeit all your payments. The type of vaccine accepted by different countries may vary, and all our groups will have to comply with all the requirements from the CDC, WHO, and countries we will be visiting, traveling through, or returning to. Noncompliance with any of the vaccinations requirements at any time may result in your removal from the trip without any refunds or compensation. 1000 Leagues Travel will not be held responsible for any circumstances resulting from failure to provide proof of vaccination.

7.3. Proof of a negative COVID-19 test might also be required. All travelers must be ready to provide proof of a negative COVID-19 test if required by any of the locations we will be visiting, traveling through, or returning to. Noncompliance may result in your removal from the trip without any refunds or compensation, and furthermore may result in imposed quarantine or other measures, which might result in loss of airfare and other financial consequences. 1000 Leagues Travel will not be held responsible for any circumstances resulting from failure to provide a negative COVID-19 test whenever required.

7.4. The Company will not be held liable for any new or existing infection contracted or transmission encountered before or during a Trip, and any damages or losses thereby incurred. It is the traveler's responsibility to inform 1000 Leagues Travel if he/she has detected or been diagnosed with an infection at any point before, during, or within 14 days following a Trip. Although not an automatic preclusion, the Company will, in its discretion, disallow or terminate travel by anyone previously, currently, or newly (throughout the course of a Trip) infected by the Virus. It is your responsibility to ensure your insurance plan covers you if the Virus affects your travel plans in any way.

Section 7 will remain under continual revision, but until containment and predictability are achieved will be governed as herein stated.

8. TRIP PARTICIPANT/TRAVELER ACCOUNTABILITY.

8.1. You are responsible for being on time for activities and to be at the designated places at the designated times. You may be left behind if you are not on time at the designated places at the designated times and will be responsible for meeting the group at the next location. You will also be responsible for any costs and consequences that result from being left behind.

8.2. 1000 Leagues Travel will not be held liable for leaving behind any Trip participant who is for any reason unable to adhere to the Trip itinerary, including any schedule changes made before or during the Trip. The Company will not be responsible for assisting any participant in his/her joining the Trip for any portion or activity, whether the delay or delinquency is foreseen or unforeseen.

8.3. 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 the Trip, the Company may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Company's part. You will not be entitled to any refund, credit, or transfer 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.

8.4. 1000 Leagues Travel maintains a strict drug policy. Regardless of the terms of discovery, any possession, use, or attempt to obtain illicit drugs when on a Trip will result in the decided and immediate removal of the participant and termination of the remainder of travel with the group. The participant will be wholly responsible for his/her costs thereafter incurred and return travel, with the Company owing no continued duty to such traveler.

8.5. If your behavior is causing or is likely to cause disruption, danger, distress, or material annoyance to others, we reserve the right to remove you from any activity, day(s), or the remainder of the Trip. Negative behaviors may include but are not limited to adverse conduct resulting from alcohol consumption, disrespecting, harassing, or antagonizing others, bullying, gossiping, fighting, and yelling. No refund, credit, or option of transfer will be given in the event of such consequence. Any and all costs

incurred thereafter, including but not limited to return travel and incidentals, are wholly the participant's responsibility.

8.6. You agree to bring any complaints to 1000 Leagues Travel as soon as possible in order to provide the Company with the opportunity to properly address such complaints. You agree to inform your Group Leader, or another representative of 1000 Leagues Travel, directly. We assume no liability for complaints that are not properly brought to the attention of 1000 Leagues Travel and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Trip must be received in writing by 1000 Leagues Travel within 14 days of the last day of the Trip associated with such complaint.

8.7. You agree to assume complete fiscal responsibility for yourself during the Trip. You must be financially prepared for any and all incidental expenses, whether explicit or implicit, incurred on the Trip. 1000 Leagues Travel will not provide coverage or assistance for, and will make no accommodations related to, any charges (whether anticipated, additional, or otherwise) not expressly included within a Trip's description. The participant must be prepared with the financial wherewithal reasonable for travel to, from, and within the Trip's destination(s) for the entire duration of such Trip.

8.8. You are responsible for any costs (including repair, replacement, and cleaning fees) incurred by 1000 Leagues Travel or the Company's Suppliers for property damage, destruction, or theft caused by you (directly or indirectly) while on a Trip. You agree to immediately report any pre-existing damage to 1000 Leagues Travel and the staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

8.9. You are responsible for any additional taxes, such as VAT, hotel taxes, sales taxes, or any taxes that are imposed by governments and need to be paid at the location.

9. GROUP LEADERS.

9.1. 1000 Leagues Travel will provide Group Leaders whenever they are necessary for logistics and enjoyment of the Trip. The intended Group Leader is often listed in the description of the Trip. However, 1000 Leagues Travel makes no promise of a specific person and may send a different Group Leader than the one indicated.

1000 Leagues Travel Group Leaders are not Guides and are not responsible for your safety. Each acts as the Company's representative by coordinating the group and serving as liaison between 1000 Leagues Travel and the local operators and suppliers.

9.2. The Group Leaders make decisions as authorized by 1000 Leagues Travel. It is your responsibility to effectively communicate with, cooperate with, and abide by all guidelines given by the Group Leader so long as you are a participant in the Trip or partake in any activity thereof.

10. AIRFARE.

10.1. Trip prices do not include domestic, international, or other airfare, unless expressly mentioned in the Trip's description, and you understand that you are solely responsible for booking such travel.

10.2. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information, including applicable cancellation terms. 1000 Leagues Travel 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.

10.3. 1000 Leagues Travel is not responsible for the consequences, missed activities, or additional expenses incurred that any flight changes (made by you or the airlines), missed flights, luggage-related issues, or any other related flight or schedule changes may result in. We suggest you purchase an insurance policy that provides coverage for any such incidents.

11. ADDITIONAL ACTIVITIES, EXTENSIONS, AND OCCUPANCY.

11.1. "Additional Activities" are optional extras which include any activity, transportation, meal, product, or service presented as optional or not expressly included in the Trip itinerary or price of the Trip. You understand that any assistance given by 1000 Leagues Travel, in its sole discretion, in arranging, selecting, or booking any Additional Activities is provided only upon your request, and the Company serves solely as a coordinator and intermediary. The Company makes no warranties and expressly disclaims any liability whatsoever arising from participation in Additional Activities or any information provided by 1000 Leagues Travel regarding any Additional Activities. You release the Company 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 the booking of optional extras.

11.2. 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 Additional Activities, if any, is not the responsibility of 1000 Leagues Travel, and you may or may not have recourse against the "Third Party Supplier" (as defined below) providing such service or activity, as more fully set forth in Section 13.2 below.

11.3. Additional Activities may not be available if you book after the due date. Availability is not guaranteed for any Additional Activity, and any optional extra may sell out or become unavailable at any time before you have booked and secured your reservation for such activity.

11.4. Extensions are optional portions of a Trip, often extending the duration of a Trip, detailed in the itinerary that you may elect to partake in at an extra cost. While different rules and restrictions may apply for different extensions, the Terms of this contract shall apply equally and in full effect to all extensions, unless otherwise expressly stated. The payment schedule for extensions may differ from the payment schedule for the main itinerary, and full payment may be required at the time of booking or before the final due date for the main itinerary. Any required payment before the due date is non-refundable when booking an extension.

11.5. Occupancy: You will be placed in a double-occupancy or triple-occupancy room, unless arrangements are made for single-occupancy at an additional cost.

11.6. If you request to partake in additional activities, an extension, or a single supplement and the Company has made such accommodation or reservation on your behalf, you will be responsible for the corresponding payment.

11.7. No cancellations, refunds, or transfers will be permitted or given for any reason, including but not limited to medical conditions (pre-existing or otherwise) once an additional activity, extension or additional booking, or single has been paid by the Trip participant to 1000 Leagues Travel.

12. FLEXIBILITY & UNUSED SERVICES

12.1. 1000 Leagues Travel may modify your itinerary where reasonably required or advisable in its sole discretion.

12.2. You acknowledge that the nature of adventure travel requires flexibility and acknowledge that you will permit reasonable alterations to products, services, and itineraries by 1000 Leagues Travel. The routes, 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 Company (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, and no transfers permitted, for services that are missed or unused after departure, including your removal from a Trip because of your negligence or breach of this Agreement.

12.3. Once a Trip has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, Force Majeure, or concerns for your health, safety, enjoyment, or comfort. Any changes are at the discretion of 1000 Leagues Travel. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with the Company. The Company will not be liable for any consequential losses associated with any changes to a booking or itinerary.

12.4. Any changes to a booking that diverge from the Company's itinerary are your sole responsibility, and you are responsible for informing 1000 Leagues Travel of any such divergence in advance as well as making the necessary accommodations both to provide for yourself while apart from the Trip and to ensure your joining or rejoining the Trip if applicable. No credits or refunds will be given, nor transfers permitted for any Trip days or activities you choose to forego or fail to attend.

13. THIRD-PARTY SUPPLIER LIABILITY.

13.1. 1000 Leagues Travel often hires one or more local companies ("Tour Operators") to book hotels, accommodation providers, activity providers, transportation providers, tour and local guides, and other independent parties ("Suppliers"). Tour Operators and Suppliers may also engage the services of Subcontractors. 1000 Leagues Travel may also hire Suppliers or Subcontractors directly. All of these (Tour Operators, Suppliers and Subcontractors) are collectively referred to in this contract as "Third-Party Suppliers". Although 1000 Leagues Travel takes all reasonable care in selecting every Third-Party Supplier and individual we hire, ultimately, we are unable to control them, do not supervise them, and therefore cannot be responsible for their acts or omissions.

13.2. Any services provided by Third-Party Suppliers are subject to the terms and conditions imposed by these companies, and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of those companies. You acknowledge that Third-Party Suppliers are required to operate in compliance with the applicable laws of the countries in which they operate, and 1000 Leagues Travel does not warrant that any of those companies or individuals are in compliance with the laws of your country of residence or any other jurisdiction.

13.3. 1000 Leagues Travel 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 supplier or outside party.

14. TRAVEL INSURANCE

14.1. ***Travel insurance is required.*** This is for your own safety and well-being, and it's an important investment. This stipulation is additionally necessary because of the adventurous nature of our Trips, in which some of the activities and places we visit may be hazardous.

14.2. *Your policy must include personal injury, death, medical expenses, emergency evacuation and treatment, repatriation, and personal liability, with a minimum coverage of USD\$200,000.*

14.3. Although only the aforementioned components are required, it is strongly suggested that your policy provide coverage for Trip cancellation, interruption, or delays for any reason, as well as protection for your flights and baggage, including delays and loss of baggage and personal effects, and loss of personal property. Keep in mind that 1000 Leagues Travel is not responsible in any circumstance for any loss or cost related to any of the above, should you choose not to include them in your policy.

14.4. *You will need to provide a copy of your insurance policy to 1000 Leagues Travel at the latest seven (7) days after the final payment for the Trip, or you will be removed from the Trip and will forfeit all your payments.*

14.5. You acknowledge that insurance coverage is not included in the cost of any Trip offered by 1000 Leagues Travel, 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.

14.6. We recommend that you purchase insurance as soon as possible. Many companies require you purchase coverage within 15 days of making your first payment (including initial deposit) towards the Trip in order to purchase comprehensive insurance

policies or take advantage of certain benefits. Note some companies may require the purchase of an insurance plan prior to your initial deposit/payment or enforce stricter policy date purchase minimums. We are not responsible for individual insurance company selection or guidelines.

14.7. You will be provided with links for different insurance companies in the Traveler Questionnaire; however, you may purchase insurance from any company you wish.

14.8. Because of the adventurous nature of our Trips, the itinerary and some locations are subject to change due to weather, tide changes, road conditions, logistics, and other unforeseen circumstances. Whenever we make a change to the itinerary, we will do our best to maintain the integrity of the Trip. However, things can happen that are beyond our control. We STRONGLY recommend that the insurance policy you choose will cover you in case any of the aforementioned or other changes affect our plans in a way that affects your vacation.

14.9. PLEASE MAKE SURE TO UNDERSTAND YOUR COVERAGE, AS YOU ARE RESPONSIBLE FOR HAVING THE PROPER COVERAGE FOR THE TRIP AND THE ACTIVITIES IN WHICH YOU WILL BE PARTICIPATING.

14.10. Any claims or claim disputes in regard to insurance will be between the insured and the insurance company only. 1000 Leagues Travel will not be held liable for any claims and will not indemnify any persons for any claims made through the insurance company.

LEGAL DISCLAIMER AND RELEASE OF LIABILITY STATEMENT:

A. 1000 Leagues Travel acts as coordinator for the Trip and is not responsible for acts and omissions or failure to provide services by the hotels, tour operators, cruise lines, or other service providers and Suppliers.

B. 1000 Leagues Travel is not responsible for your safety. Outdoor and adventure activities are inherently dangerous. By choosing to participate in a Trip sponsored by 1000 Leagues Travel, you understand and acknowledge that you may be exposed to dangers and hazards, including

but not limited to falls, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injury from your lack of fitness or conditioning, ocean and river currents, hypothermia, hostile or aggressive wildlife, drowning, death, equipment failure, defective and/or negligent design and/or manufacture of equipment, negligent operation and/or use of equipment, carelessness, and/or negligent instruction and/or supervision. As a consequence of these risks, you acknowledge that you may suffer property damage and/or serious bodily injury or death. You further acknowledge that these risks may be exacerbated by the unavailability of hospital facilities, qualified medical care, and/or timely emergency evacuation. 1000 Leagues Travel assumes no responsibility for providing medical care during the Trip and any financial costs incurred by you in connection with any medical care and/or evacuation that you require.

C. Some 1000 Leagues Travel Trips may include specialized activities requiring participant certification and/or specialized training. You understand and acknowledge that 1000 Leagues Travel is not responsible for providing the necessary training and/or certification for your participation in these activities. By signing up for any such activities, you represent that you have or will have by the time of said activities completed the training and/or acquired the necessary certifications. You also certify that you are current and trained at the level of training and experience necessary.

D. By participating in any Trip, you take responsibility for your own safety and well-being and agree to release 1000 Leagues Travel from ANY responsibility, liability, or claim in law or in equity. You represent that you are qualified, in good health, and in proper physical condition at the time of the Trip and during all applicable activities, and if not will abstain from participating.

E. 1000 Leagues Travel Trips may involve travel within, to, and from your country of residency, and within, to, and from locations abroad. 1000 Leagues Travel makes no warranty, either express or implied, regarding the suitability, safety, insurance, or other aspects of any Third-Party Supplier of transportation, tours, services, products, facilities, or any other aspect of the Trip. By participating in any Trip, you agree to release 1000 Leagues Travel from any liability or responsibility incurred as a result of or in connection with any travel related to the Trip; this includes but is not limited to harm to person or property, or property loss, resulting from or occurring in connection with the negligent acts or omissions of 1000 Leagues Travel.

F. YOU HAVE VOLUNTARILY ELECTED TO PARTICIPATE IN THE TRIP AND APPLICABLE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL RISKS AND ALL RESPONSIBILITY FOR ANY INJURY, LOSSES, AND DAMAGES THAT YOU MAY INCUR AS A RESULT OF YOUR PARTICIPATION.

G. You hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless 1000 Leagues Travel, its parents, subsidiaries (1000 Treks, Sober Treks, Adventure-us, SoCal Scuba, and applicable others), affiliated persons, companies, or entities, respective officers, directors, partners, shareholders, members, agents, employees and volunteers, successors, representatives, and assigns – individually and collectively, the “Released Parties” – with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorney’s fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to your participation in the Trip, including claims for Liability caused in whole or in part by the negligence of the Released Parties. You further agree that if, despite this Agreement, you or anyone on your behalf makes a claim for Liability against any of the Released Parties, you will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim. 1000 Leagues Travel is entitled to recovery of attorneys’ fees and court costs in the event the release and covenant not to sue are breached.

H. 1000 Leagues Travel shall not be held liable for any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by (a) an act or omission of any other Supplier, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other Supplier; or (b) any 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 (c) any event of Force Majeure. You hereby waive any claim against 1000 Leagues Travel for any such loss, damage, injury, or death.

I. In the event that any loss, death, injury, or illness is caused by the negligent acts or omissions of 1000 Leagues Travel or the Third-Party Suppliers of any services which form part of the Trip, then the Company limits its liability where applicable by all applicable international conventions.

J. Notwithstanding anything to the contrary elsewhere in these Terms, 1000 Leagues Travel will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, 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.

K. While participating in any Trip, you agree that photographic, digital, or video images that may contain or feature you may be taken by other participants, 1000 Leagues Travel, or its representatives. You consent to any such images being taken and grant a perpetual,

royalty-free, worldwide, irrevocable license to the Company, its contractors, sub-contractors, and assigns, 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 expectation of privacy, any further obligation, or remuneration payable to you.

L. You hereby warrant that you are at least 18 years of age and have read this Agreement carefully, understand its terms and conditions, agree to pay any costs and fees associated with the Trip, acknowledge that you have agreed to this Agreement freely and voluntarily, without any inducement, assurance, or guarantee, and intend for your signed consent to serve as confirmation of your complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. Any modifications or other agreements made between 1000 Leagues Travel and the participant must be in writing and signed by both parties. This Agreement supersedes any such alterations made prior to the date of consent to this Agreement by the participant. All the Terms of this contract will apply to any other agreement made unless expressly and explicitly made otherwise in such agreement.

M. If any provision of this Agreement is held to be unlawful, void, too broad, or for any reason unenforceable, the invalidity or unenforceability of any such provision shall be deemed severable from this Agreement and will in no way affect the validity or enforceability of any other provision.

Legal Disputes

I. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, and if the dispute cannot be settled through negotiation within thirty (30) days from the date the participant made 1000 Leagues Travel aware of such dispute, claim, question, or disagreement (to be reported no later than 14 days from the day such dispute, claim, question, or disagreement occurred), the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

II. Any dispute which is not resolved informally within ninety (90) days from the date the dispute, controversy, or difference was first referred to the AAA, including but not limited to any claim or controversy arising out of or relating to this Agreement or any

alleged breach of this Agreement, shall be finally resolved by arbitration (or expedited arbitration, if the parties so agree) conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in any state or federal court in Los Angeles, California. The decision as to whether to adjudicate the dispute in court or through arbitration shall be made at the sole discretion of 1000 Leagues Travel. The issues and claims in any such arbitration shall be decided in accordance with California law. In the event arbitration is selected by 1000 Leagues Travel, the number of arbitrators shall be one (1), any award in such arbitration shall be final and binding, and judgment on any such award may be entered in any court having jurisdiction.