

# **NICHOLS EXPEDITIONS**

## **IMPORTANT LIABILITY INFORMATION FOR INTERNATIONAL TOURS**

### **TERMS AND CONDITIONS**

#### **RESPONSIBILITY TO TRIP PARTICIPANTS**

Nichols Expeditions gives notice that services provided in connection with its itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Nichols Expeditions in any way. Although it endeavors to choose the best suppliers available, Nichols Expeditions has no right to control their operations and therefore makes these travel arrangements upon the express condition that Nichols Expeditions, and its own agents and employees, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. Each of these passenger conveyance companies, tour companies, hotels, restaurants, etc., is subject to the laws of the country where the service is provided.

Nichols Expeditions reserves the right to substitute both trip leaders and hotels from those listed in the itinerary without notice.

Nichols Expeditions reserves the right to decline to accept or to restrain from further participation any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or deportment impede trip operation or the rights, welfare, or enjoyment of other trip members. A refund based on cost of unused land services is the limit of Nichols Expeditions' responsibility in such a case.

#### **LIMITATION OF LIABILITY**

Nichols Expeditions shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the individual trip itineraries that may be required either en route, prior to, or following a trip, when caused by individual clients' travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under Nichols Expeditions' control; (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad; (c) bodily injury or property damage for any reason, including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which Nichols Expeditions has no control.

#### **TRIP PARTICIPANT'S RESPONSIBILITY**

It is the Trip Participant's Responsibility to select a trip appropriate to their abilities and interests. We are happy to discuss the trip with you, as well as provide you with names of past participants who can discuss their experience with you. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing for the trip by studying the itinerary and pre-departure information packets sent by Nichols Expeditions and for bringing the appropriate clothing, health care items and equipment as advised therein.

#### **MEDICAL**

Many of our tours are physically demanding and may require travel to areas where medical facilities are virtually nonexistent and evacuation can be prolonged, difficult and expensive. Nichols Expeditions assumes no liability regarding provision of medical care. Trip participants are urged to check their insurance coverage to be sure it is adequate.

#### **INSURANCE**

**Nichols Expeditions Carries No Insurance for Foreign Trips.** It is the responsibility for each trip participant to make sure that they have their own medical and accident insurance that is effective in foreign countries. Each participant will be provided with an application for an optional Travel Insurance policy that will enable them to receive baggage, trip cancellation, medical and accident (including emergency evacuation) insurance in foreign countries. Trip cancellation insurance reimburses you for nonrefundable air and land costs should you have to cancel the trip due to personal or family illness. You may purchase Travel Insurance coverage through Nichols Expeditions or from your travel agent.

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Nichols Expeditions, Inc., their agents, owners, officers, volunteers, participants, employees, tour providers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NE"), I hereby agree to release, indemnify, and discharge NE, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1) I acknowledge that my participation in outdoor adventure based activities such as hiking, biking, river trips and sea kayaking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, NE employees and local tour providers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I am voluntarily participating on the tour with knowledge that travel to the foreign country and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; or negligence on the part of Nichols Expeditions or others. I acknowledge that the enjoyment and excitement of international adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life in the United States and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NE's equipment or facilities, including any such claims which allege negligent acts or omissions of NE.

4) Should NE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6) In the event that I file a lawsuit against NE, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions", especially noting those regarding limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will. By signing this document I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NE on the basis of any claim from which I have released them herein.

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_