



## Naturalist Journeys, LLC Conditions, Responsibilities, & Assumption of Risk

Completion of this Registration Form and receipt of your deposit, acknowledgement of space available by a Naturalist Journeys Travel Planner, will secure your place on a Guided Group Tour, Independent Birding Venture, or Relaxing Lodge Stay with Naturalist Journeys. By submitting this form, you have completed one step in the process; all three are necessary to complete your Registration.

*Please note that tour services begin upon registration. The tour price includes these pre-tour administrative services and for this reason, a portion of your deposit is non-refundable. Your deposit funds the intricate work required to ensure that all aspects of your travel services are in prime order and that your information will be accurately conveyed to our guides and lodges. Each step of tour preparation requires our staff time. Please understand that your tour is not an off-the-shelf product but is a stream of services that grows in intensity the closer we get to departure date.*

It is important that you review our full Conditions, Responsibilities and Assumption of Risk, which includes our Cancellation Policy, and our Terms and Conditions. These have been established to be fair and equitable to our clients, as well as to our partners around the globe - our guides, lodges, and transport services who are involved in tour services.

- Cruise and Special Departure deposits are subject to the terms and conditions of the cruise company and specialty lodges we contract with and may be fully non-refundable. These terms and conditions are primary over those of Naturalist Journeys.
- Our terms and conditions have been revised as of January 1, 2023. Completed Registrations prior to that date will keep their original terms.

### Cancellation Policy - When You Cancel Services

Refunds for Tours and IBV's will be made according to the following schedule:

**If cancellation is made in writing more than 91 /121 / 151 days** according to the deposit stipulations stated above, your deposit will be refunded less a \$200 per person administrative fee and associated payment handling fee of 3% if applicable. There is no administrative fee if you opt to move your deposit to another tour upon cancellation at this time frame; your deposit retains full value.

**Upon interim or final payment**, the remaining amount of your deposit, and other tour fees due as outlined in the itinerary, will be refundable only as follows:

**a). For tours and travel services with final payment due at 90 days:**

- i) Cancellation made in writing 90 to 60 days prior to departure: 50% of your tour fee is non-refundable, plus any additional, non-refundable payments made to providers. Cruise and Special Departure deposits are subject to terms of the cruise company or specialty lodges we contract with and are primary over those of Naturalist Journeys.
- ii) Cancellation made in writing within 60 days of departure: All payments are non-refundable.

There is NO REFUND FOR ANY REASON.

**b). For tours and travel services with final payment due at 120 days:**

- i) Cancellation made in writing 120-90 days prior to departure: 50% of your tour fee is non-refundable, plus any additional, non-refundable payments made to providers. Cruise and Special Departure deposits are subject to terms of the cruise company or specialty lodges we contract with and are primary over those of Naturalist Journeys.
- ii) Cancellation made in writing within 90 days of departure: All payments are non-refundable. There is NO REFUND FOR ANY REASON.

**c). For tours and travel with an interim payment at 150 days:**

- i) Cancellation made in writing 150-120 days prior to departure: Your deposit and the interim payment is non-refundable.
- ii) With remaining full payment due at 120 days that category's policy applies.

**d). For all tours and travel in all categories within 90 days of departure:**

- i) Cancellation made in writing within 90 days of departure: All payments are non-refundable. There is NO REFUND FOR ANY REASON.

**e). NO REFUND** will be made for lost nights or services due to flight delays or cancellation, including weather delays.

**f). NO REFUND** will be made for portions of your tour or travel services that you choose to opt out of such as guided walks or meals.

**g). NO REFUND** will be made for any unused portion of the tour or for "no shows."

We strongly recommend that you purchase Trip Insurance to protect yourself. Many policies require this purchase within 10-14 days of registration for pre-existing conditions to be covered. Some destinations, particularly cruises, require medical and evacuation insurance. For non-pre-existing conditions there is no time frame required but we recommend you have it in place by final payment at 90 days. Insurance is based on your age bracket and trip cost, you choose the amount to insure (it does not have to be to the penny of your trip cost, it's a bracket). Please contact Allianz, or your insurance provider, for questions. Our agency identification number with Allianz is F028775.

Click the banner below for more information or access it later by visiting the Info & Forms page on [naturalistjourneys.com](http://naturalistjourneys.com).

**You Earned the Vacation. We Protect It.**

Allianz Travel Insurance covers you before and during your trip.

[LEARN MORE](#)



Global Assistance



## **Cancellation Policy if We Cancel Services:**

If we are unable to confirm the tour after a 30-day extension (rare) you may receive a full refund or apply all funds to another journey of your choice. If a tour must be cancelled or rescheduled due to circumstances beyond our control, such as a natural disaster, disease outbreak, global pandemic, warfare, or other circumstances considered to be an Act of God / Force Majeure, you will be given options for reimbursement or rescheduling based on the timing of this situation and whether we can retrieve full funds or credit for services paid to vendors. We will always provide reschedule options.

## **Participant Responsibility**

- ✓ Participants must review, understand and upon registration, sign and agree to Naturalist Journeys, LLC Terms and Conditions, Assumption or Risk, and Waiver and Liability.
- ✓ Participants should choose a tour that best fits their abilities, fitness level and interests. Though these trips are not strenuous, participants should be in good health and able to handle several hours of walking per day and differences in altitude, time changes and other factors relating to a tour. Ask your tour planner about pace for any pre-tour concerns.
- ✓ Participants are responsible to meet all legal requirements for destinations visited on the tour or travel service including Visas, Passports or other photo identification, proof of vaccination, evacuation insurance or other as required in countries visited, or by our tour operator partners and cruise companies.
- ✓ Participants must respect the environmental and cultural laws and customs of countries visited.
- ✓ Participants must respect guidelines and regulations given by tour leaders to ensure group safety and comfort.
- ✓ Participants must respect the rights and privacy of other tour members, local guides, drivers, and staff.
- ✓ Participants recognize and accept the fact that the tour is conducted in natural areas where dangerous and venomous wild animals might be encountered over which the Naturalist Journeys or its operators or agents have no control or responsibility.
- ✓ The health and safety of our clients is our main concern. It is the participant's responsibility not to expose others on the tour to contagions. We ask that participants not attend the tour if they are in poor health or have been exposed to a contagious illness such as COVID-19 prior to the tour. If you become sick while on tour, you may be asked to seek local medical help and to isolate from the group until you are not contagious and to take all precautionary measures not to spread contagions.

## **Naturalist Journeys Responsibility Statement**

Naturalist Journeys, LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys) responsibility is limited. Naturalist Journeys designs, organizes, promotes and sells group and independent travel services. While we endeavor to make travel arrangements with reputable suppliers,

Naturalist Journeys acts only as an agent for booking third-party suppliers for land, air and water transportation, hotel/cruise accommodations, restaurants, land operators, excursions, and other tour services for the passenger regarding travel. Naturalist Journeys neither owns nor operates any of these third-party suppliers; they are independent contractors and are not Naturalist Journeys agents or employees. Therefore, Naturalist Journeys assumes no responsibility or liability whatsoever for the willful or negligent acts and/or omissions of such suppliers or any other third party.

Without limitation, Naturalist Journeys is not responsible for any accident, injury, illness, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience for any reason whatsoever in connection with the provision of, or failure to provide, any goods or services by third-party services. Naturalist Journeys assumes no responsibility or liability whatsoever any accident, injury, illness, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience occasioned by or resulting from - but not limited to - acts of God or force majeure (Event Outside Our Control), acts of government such as closure of International borders, acts of war or civil unrest, insurrection or revolt, sickness, quarantine, pandemic restrictions or border or other closures, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, mechanical or other failure of land, water or air transportation, overbooking or downgrading of accommodations, structural or other defective conditions in accommodation facilities, the failure of any transport mechanism to arrive or depart on time, financial insolvency or cessation of services by suppliers, or for any other cause beyond the direct control of Naturalist Journeys including dangers inherent to flora and fauna, dangers associated with recreational activities, sanitation problems, food poisoning, remote evacuation difficulty or lack of access to medical professionals and facilities. Naturalist Journeys accepts no responsibility for resulting loss or expenses beyond those services booked originally for the tour; the tour participant shall bear all such additional losses and expenses.

Naturalist Journeys assumes no responsibility for loss, theft, damage or accident to participant's baggage or personal effects.

## **Changes in Services**

Naturalist Journeys, LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys) reserves the right to make changes in the published itinerary whenever, in its good faith discretion and judgment, conditions warrant. Naturalist Journeys shall, however, use its best efforts to obtain comparable services and accommodations as soon as possible. Naturalist Journeys reserves the right to substitute hotels of similar quality, to make changes in the itinerary where deemed necessary for client safety and comfort, or to cope with changes or delays in transport or other third-party services. Naturalist Journeys reserves the right to substitute tour leaders and will provide notification of this ahead of departure when possible. While rarely necessary, tour and travel service prices are subject to change due to changes in fares, currency fluctuations, park fees, or other cost increases. Naturalist Journeys reserves the right to withdraw without penalty any tour that it has scheduled and announced. Naturalist Journeys is not responsible for expenses incurred by trip members in preparation for the trip (for example, non-refundable air tickets, visa fees, equipment, medical expenses, etc.) or for any necessary additional travel arrangements.

The right is reserved to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour director or supplier to be in the best interests of the health, safety, or general welfare of the tour group or of the individual participant.

## Assumption of Risk

I am voluntarily participating in the trip with knowledge that this trip or tour, conducted or arranged by Naturalist Journeys, LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys) involves certain risks and dangers that include, but are not limited to, the forces of nature, terrorism, civil unrest, wild animals, roads, hotels, vehicles, taxis, boats, elevated walkways, jungle trails or other means of conveyance or accommodation which may not be operated nor maintained to standards common in the United States. I understand that there are inherent risks and dangers with the excursion, known or unknown, relating but not limited to car, truck, tractor, van, bus, train, air, kayak, canoe, raft, inflatable craft, boat, or ship travel, nature walks and hikes, backpacking, wading, swimming, snorkeling, skindiving, and scuba diving, bird watching, wildlife viewing, and photography, accidents or illnesses, and acts of nature including weather, wildlife, man or God. **Nothing in this Acknowledgement and Assumption of Risk and Release and Indemnity Agreement shall be interpreted as the participant releasing Naturalist Journeys from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by Naturalist Journeys negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Naturalist Journeys judgments and decisions, or Naturalist Journeys failure to take reasonable precautions to ensure it provides defect-free equipment.**

## Waiver and Release of Liability

**Nothing in this Acknowledgement and Assumption of Risk and Release and Indemnity Agreement shall be interpreted as the participant releasing Naturalist Journeys from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by Naturalist Journeys negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Naturalist Journeys judgments and decisions, or Naturalist Journeys failure to take reasonable precautions to ensure it provides defect-free equipment.**

In consideration of, and with the payment of my deposit with intention to participate in such trip or tour and/or in other activities and services conducted or arranged by Naturalist Journeys LLC, its owners, agents, employees, and affiliated companies (collectively, Naturalist Journeys), I agree that neither Naturalist Journeys, nor any of their representatives shall be liable for any accident, injury, illness, property damage, or personal loss to me or to those traveling with me in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond Naturalist Journeys control. I hereby waive any and all claims for liability against Naturalist Journeys, LLC or any of their officers or representatives as a result of my participation in this tour, and agree to indemnify and hold harmless from any and all liability to the undersigned, his/her personal representatives, heirs, assigns, and next of kin, for any and all losses, damages, injuries or illness or any claim or demand on account of injury or illness to the person or property of the undersigned. I acknowledge that this hold harmless clause is prerequisite to my taking part in any tour or events

sponsored by Naturalist Journeys.

## **COVID- 19**

Based on guidance from the Centers for Disease Control, all tour participants with departures after February 1, 2022 agree to be fully vaccinated against COVID-19. By “fully vaccinated” we mean that every traveler must have received the full course of an approved vaccine, including a booster shot, at least 14 days before the tour start date. For Americans, this means either the one-shot Johnson & Johnson vaccine or the two-shot Moderna or Pfizer vaccines. Every tour participant must provide Naturalist Journeys with the date(s) of vaccination and a photocopy of their vaccination card at least 14 days before the tour start date. Each traveler must also carry a copy of their vaccination card with them on the tour. All tour participants agree to adhere to the Naturalist Journeys COVID-19 health and safety protocols and to follow the tour leader’s directives regarding health and safety.

## **Photo Release and Sharing**

By registering for and participating in this tour, I agree to grant to Naturalist Journeys and its authorized representatives permission to record through photography and/or video, pictures of my participation in the tour. I further agree that any or all the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote Naturalist Journeys and further that such use shall be without payment of fees, royalties, special credit or other compensation.

Completion of this document and receipt of your deposit, with receipt and recording by a Naturalist Journeys Travel Planner will secure your space on a Guided Group Tour, Independent Birding Venture or Relaxing Lodge Stay.