

TERMS & CONDITIONS, RELEASE FROM LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION CLAUSE

This Agreement is important. It includes terms and conditions and releases your sponsoring organization and Criterion Travel, Inc. from liability. It must be signed by all participants.

TOUR OPERATOR: Criterion Travel, Inc.

AIRFARE: My program's sponsoring organization ("Sponsor") and Criterion Travel ("CT") accept no liability for any airline cancellation penalty incurred by the purchase of a non-refundable airline ticket in conjunction with this tour. The air ticket when issued shall constitute the sole contract between the passenger and the airline concerned. Participants should consider purchasing refundable airline tickets or insurance for airfare in the unlikely event that plans change or the trip is cancelled.

PAYMENTS, CANCELLATIONS & REFUNDS: Upon payment of a deposit, all reservations are subject to these Terms & Conditions, Release from Liability, Assumption of Risk and Binding Arbitration Clause, as well as to the payment and cancellation provisions as stated in the trip brochure, webpage, catalog, or other promotional materials by which the passenger agrees to be bound. Final payment may be made by check, wire transfer or credit card (credit card payments will be charged by Criterion Travel and will incur a processing fee of 2%). Cancellations shall not be effective until they are received in writing and confirmed by Sponsor and CT.

Refunds cannot be made to passengers who do not complete the tour for any reason. There are no refunds for unused meals, accommodations, or other trip features. Sponsor and CT reserve the right to cancel the tour or to require any participant to withdraw from the tour at any time at his/her own expense, when such action is determined by tour staff to be in the best interest of the health, safety, comfort or general welfare of the tour group or the individual participant, and subject only to the requirement that only the recoverable portion of the tour price that corresponds to the cost of unused services and accommodations be refunded or credited.

INSURANCE: Travel insurance for trip cancellation and interruption, medical problems, baggage loss and delay, etc., is highly recommended, and we urge participants to obtain it for this tour. Trip cancellation policies are detailed above and are strictly applied. Participants are free to purchase travel insurance of their choice, and should clearly understand the difference between "primary" and "secondary" travel insurance. Participants should carry details of their travel insurance coverage with them on the program.

CHANGES IN ITINERARY, PROGRAM AND COSTS: The itinerary is subject to change at the discretion of Sponsor and CT. Should unforeseen world events or conditions require the itinerary to be altered, Sponsor and CT reserve the right to do so for the safety and best interest of the group. Any extra expenses incurred in this situation are the responsibility of the participant.

In the event of a cancellation by a lecturer, Sponsor and CT will attempt to notify all participants as soon as possible. Reasonable efforts will be made to find a replacement lecturer, but the ability to do so will depend on the availability of appropriate lecturers and proximity to the departure date. If an appropriate substitute cannot be found, Sponsor and CT will make reasonable efforts to provide other educational opportunities or program enhancements to ensure a viable travel study experience. Please note that all participants are bound to the cancellation fee schedule and other terms and conditions of the program regardless of whether or not a replacement lecturer is found.

Weather and cloud cover conditions for viewing solar eclipses and other astronomical or natural phenomena are beyond the control of Sponsor and CT and are not guaranteed.

PERSONAL INFORMATION: All personally identifiable information provided by tour participants is confidential. Personal information is not shared with third parties or made publicly available except name, home city, and email address may be included in the tour participant list that is distributed to tour staff and participants prior to departure and/or upon return. Relevant information provided by tour participants to Sponsor and CT is shared with the entities providing tour services in the destination.

INADVERTENT ERRORS AND CHANGES: Reasonable efforts have been made to ensure the accuracy of information presented in this publication. Sponsor and CT are not responsible for errors in or damages resulting from use of the information contained herein. Information contained in this document is subject to change.

RESPONSIBILITY: Sponsor and CT, Inc. and their owners, directors, officers, employees and affiliates, (collectively "Sponsor and CT") do not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground or safari operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Sponsor and CT are not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. In addition, Sponsor and CT are not liable for their own negligence, and I agree to release them from same. Without limitation, Sponsor and CT are not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection

with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics, pandemics, or the threat thereof or for any other cause beyond the direct control of Sponsor and CT. In addition, if your travel program includes passage on a sea/river vessel owned/operated by Noble Caledonia Limited (NCL), the Conditions of Carriage of NCL will apply for the cruise portion of the trip. NCL's Conditions of Carriage limit its liability in accordance with the Athens Convention and the London Convention that limit the liability of all companies operating international passenger cruises. These conditions apply on board whether or not you have read them. These conditions can be found here: <http://www.criteriontravel.com/NCL/CoC.pdf>

Sponsor and CT may take photographs or video of their trips and I grant Sponsor and CT permission to do so and for them to use same for promotional or commercial use without payment of any compensation.

Reasonable efforts will be made to operate the program as planned, however Sponsor and CT reserve the right to make changes in the published itinerary whenever, in their sole judgment, conditions warrant, or if they deem it necessary for the comfort, convenience or safety of the tour participants. Sponsor and CT reserve the right to withdraw this tour without compensation, except for a refund of moneys paid to them. The right is reserved to decline to accept or retain any person as a member of the tour, or to substitute another qualified leader or special guest. Baggage and personal effects are the sole responsibility of the owners at all times. The price of the program is subject to change. Any tariff, exchange rate, or fuel increases will be passed onto participants.

CORONAVIRUS (COVID-19). I am aware that while traveling, I might be exposed to COVID-19 or other communicable diseases from other people, animals or objects. I assume all risk of any such contacts and agree to hold harmless Sponsor and CT from any such developments. Any expenses or costs incurred as a result are to be borne by the participant.

COVID-19 vaccination is not required but it is recommended that you consult with your doctor regarding vaccination. Note that any traveler who exhibits cold or flu-like symptoms, including those who test positive for COVID-19, may be asked to isolate from the group or advised to isolate/practice social distancing and/or mask if they are exhibiting symptoms.

ASSUMPTION OF RISK. I am aware that travel such as that I am undertaking involves hazardous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, or the negligence of persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip may not be of the quality of such services or facilities in North America. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death.

VOLUNTARY PARTICIPATION. I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Sponsor catalog and supplements or brochures relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

BINDING ARBITRATION. I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, according to the then existing Comprehensive Arbitration Rules & Procedures of JAMS. Such proceedings will take place in Hillsboro, OR and will be resolved in accordance with Oregon law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Any arbitration commenced against CT must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

By agreeing to these terms and conditions, both parties are waiving their right to a trial by jury.

KNOWING AND VOLUNTARY EXECUTION. I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Sponsor, CT and/or their affiliated organizations and sign it of my own free will.

Please Sign

Signature of Releaser

_____, 20_____
Dated

Printed name: _____

For a Minor

I, as an authorized parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms of the above. In the event this trip travels outside the United States and the minor is not accompanied by all legal guardians on this trip, I agree to carry with me a notarized document from each legal guardian not on the trip, granting his or her approval for the minor to travel on this trip and to present said document(s) to any authority requesting such. In the event I am the sole guardian of the minor, I agree to carry documentation evidencing such and present to any authority when requested.

_____, 20____.
Name of Minor Signature of Releaser Dated

Printed name of Releaser _____