

ECOTRAVEL ADVENTURES, LLC BOOKING AGREEMENT

(Last revised June 23, 2023)

I. PARTIES

A. ECOTRAVEL ADVENTURES LLC, 6877 Sun River Road, Boynton Beach, FL 33437, a Florida Limited Liability Company engaged in the business of organizing, promoting, and providing travel services including tours within the United States and international tours, also known as Ecotravel Adventures (hereinafter called “Ecotravel Adventures” or “ETA” or “the Company”).

B. “Participant” is an individual who wishes to book and participate in the ETA Trips described herein (the “Adventure”).

II. PRICE

2.01 Deposit:

Upon execution of this Agreement, Participant must pay the Deposit in the amount of FIVE HUNDRED AND NO/100 (\$500.00)* DOLLARS per person. Payment of the deposit indicates Participant’s acceptance of these terms and conditions.

**Deposits for Bali/Darwin: Indo-Pacific Adventure are \$1,000 USD per person and are non-refundable.*

2.02 Cancellations by Participant and Forfeit of Deposit and Fees

In the event that Participant should cancel their Adventure, notice of cancellation must be submitted to Ecotravel Adventures in writing to Info@Ecotravel-Adventures.com. Based upon the date ETA receives the written cancellation, the following fees apply. All cancellations are subject to a one hundred (\$100.00) dollar administrative fee. All refunds are subject to the requirements contained in section 2.05.

Book your future ETA Adventure with confidence. Our cancellation policy is simple:

Cancellation Date	Cancellation Policy
Book today, pay \$500 deposit	Refundable if canceled within 30 days of booking date as long as the departure is more than 121 days out.
Cancel 120 to 65 days from departure	50% refund or 65% credit* towards a future trip with Ecotravel Adventures
Cancel 64 to 00 days from departure	No refund or credit

**You may rebook at a future date within two years of the date of your original departure to take advantage of your credit, i.e., credits expire after two years from the initially booked Adventure date.*

2.03 Refunds for Cancellations by Participant

Cancellations and requests for refund made by Participant must be made in writing. All refunds are subject to the terms contained in section 2.02.

2.04 Payment of Balance

Because the Company must make arrangements well in advance of each trip and often must incur nonrefundable costs in preparation for each Adventure, Participant understands that the full balance for the Adventure must be paid in advance. The balance of the Adventure cost is due one hundred and twenty (120) days prior to departure. If not timely paid by Participant, ETA may cancel Participant's itinerary without further notice and Participant's Deposit will be forfeited. To secure a reservation on an Adventure departing within one hundred and twenty (120) days, payment in full is required at the time of booking.

2.05 Cancellation by Ecotravel Adventures and Flexibility of Arrangements

- A. Participant recognizes that travel including international travel is subject to political situations, meteorological conditions, natural and man-made disasters, safety issues, health epidemics, airline and other provider delays, rescheduling,

and cancellations, and any other foreseeable or unforeseeable condition that may arise. In the event that ETA determines, in its sole discretion, that an Adventure must be canceled, delayed, or rescheduled for any reason, ETA may cancel the Adventure. In the event that insufficient numbers of participants enroll in any specific Adventure, ETA may cancel or reschedule that Adventure. In this event, ETA agrees to apply all funds received from Participant to any other available ETA itinerary of Participant's choosing or to a rescheduled trip to the same destination, at Participant's option, within two years of the original departure date.

- B.** At any time or due to foreseeable or unforeseen conditions, ETA may elect at its sole discretion, either in advance or during the Adventure, to deviate from the published arrangements in the itinerary and choose substitute arrangements of similar quality; this determination is to be made at the Company's sole discretion. Participant agrees and understands that any deviations from published accommodations, meals, activities, providers, or other travel arrangements are made at ETA's sole discretion and that ETA will owe Participant no refund, reduction in price, or compensation for any such deviation.

III. PARTICIPANT TERMS

3.01 Acknowledgment and Assumption of Risks

ETA Adventures are designed to wow and educate participants, while helping to sustain local communities and to lighten the environmental footprint of travel. ETA emphasizes natural experiences. Due to the unique nature of ETA's trip experiences, the unpredictable nature of travel, weather, and environmental factors including wild animals, there may be more risks encountered by ETA participants than might be encountered on a run-of-the-mill vacation.

Participant acknowledges that he or she willfully assumes any and all risks associated with participating in this Adventure. Without limitation, the Company is not liable to Participant for any injury, death, loss, damage to Participant's person or property in connection with the Adventure. In the absence of ETA's gross negligence, Participant agrees not to hold Ecotravel Adventures, its members, managers, employees, independent contractors, agents and representatives liable for any loss, injury, or damage incurred by Participant during the Adventure.

3.02 Physical and Medical Limitations

Participant is responsible for meeting with his or her physician to discuss the destination, activities, and hazards or risks which may be encountered during the Adventure.

Participant is responsible for obtaining any and all immunizations, medications, and any other items which may be needed by Participant based upon his or her conditions. Some itineraries are more physically demanding than others; trip descriptions should be reviewed thoroughly by prospective Participants to determine whether the trip is appropriate for each Participant. ETA encourages Participants to prepare physically for the conditions and activities which may be encountered during the trip, such as training for long hikes and breaking in equipment and hiking boots well ahead of departure. Any medical conditions which may limit Participant's ability to participate fully in the Adventure's itinerary should be disclosed to the Company. If a medical condition or symptoms arises during the trip, Participant agrees to notify the tour leader immediately.

3.03 Travel Documents

Participant is responsible for obtaining and completing the necessary travel documents, ensuring their sufficiency, and paying any applicable fees therefore, including passports, visas, customs declarations, entry/exit taxes, immunization records, and any other travel documentation which may be required by a destination country. For example, Participant is responsible for verifying that his or her passport is not expired, that it has sufficient blank pages as required by the destination (at least five), and that the passport is not due to expire within the specified time period (at least six months after completion of the trip). Participant must provide his or her passport information to ETA at the time of booking for international trips.

3.04 Arrangements for Travel to/from Itinerary Start/ End Point

Participants are responsible for their own travel to the Adventure's start point indicated in ETA's published itinerary and are responsible for their own travel from the Adventure's end point to their home destinations. These costs are not included in the "Trip Cost" unless expressly stated. Participants should plan to arrive with sufficient time to make it to the Adventure start point prior to the departure time. In the event that Participant is delayed for any reason, ETA has no obligation to wait for Participant to arrive in order to begin the trip, and Participant is responsible for his/her own change fees, overnight expenses, lodging, meals, transportation costs and arrangements to meet up with the group. No refunds or reductions will be issued for any portion of the trip missed or costs incurred due to Participant being delayed in traveling to the Adventure's start point for any reason.

3.05 Participant's Responsibility for Safety, Health, and Equipment

- A.** ETA recommends that all Participants obtain travel, health, and medical evacuation insurance, which are recommended protections for Participant. Participant is responsible for obtaining these protections for themselves at adequate levels. If Participant chooses not to follow these recommendations, this decision is Participant's own decision and is made at Participant's own risk; The Company shall not be responsible for this decision or any resulting damages. No refunds beyond those described in the cancellation policy herein will be granted.
- B.** ETA recommends that each Participant consult with his or her physician regarding the Participant's travel plans, to determine Participant's fitness to participate, and discuss inoculations recommended by Participant's physician and any other medications such as malaria prophylactics or traveler's diarrhea prescriptions. International travelers should visit www.cdc.gov to review any recommended and required treatments for the destination. Participant is responsible for his or her own medical decisions and abiding by his or her Physician's recommendations and/or obtaining any recommended inoculations or medications prior to travel to the destination at Participant's cost. Participant is responsible for discussing his or her travel plans with his or her physician and following any recommended precautions; ETA is not responsible for Participant's own medical decisions or conditions.
- C.** In the event that Participant becomes physically or mentally incapable of continuing with an itinerary, or in the event that ETA at its sole discretion determines it is necessary to make arrangements for Participant to leave the Adventure to receive medical or mental health care, or if Participant is arrested or detained by law enforcement during the Adventure, or proceeds with a course of action which would be considered illegal under the laws of the United States or the country in which the Adventure occurs, ETA may terminate Participant's participation in the Adventure without providing any refund.
- D..** Participant is responsible for bringing and carrying their own equipment and gear and packing appropriately, with the exception of any items which are listed as being provided in ETA's published materials regarding the Adventure. ETA will offer packing suggestions for the Adventure, however Participant is responsible for ensuring their own comfort by researching what he or she may need for the planned activities in that destination and packing appropriately and bringing sufficient gear. ETA is not responsible for loss, theft, damage, or destruction of any item that Participant brings or purchases on the Adventure. In some instances, luggage weight or size restrictions will apply, and these

restrictions will be communicated to Participants in advance; failure to comply with these restrictions will be at Participant's expense.

- E.** Participant authorizes ETA to sign waivers on their behalf for activities listed in the brochure, such as kayaking, scuba diving, or bear viewing, in order to make things easier for Participants and our third party activity providers. We will send you copies of any and all waivers to review, and if you have any concerns, we will address them, and give you the opportunity to withdraw your signature.

3.06 Compliance with Laws

Participant agrees to comply with all applicable laws, including the laws of the U.S., the laws of the destination country, and any local laws, rules, and regulations. Any criminal, illegal, tortious (intentional or unintentional), negligent, fraudulent, or otherwise improper or inappropriate conduct of Participant are expressly deemed to be their own conduct for their own benefit, are not in any way the responsibility of Ecotravel Adventures, with Participant agreeing to indemnify and hold harmless Ecotravel Adventures, and absolving Ecotravel Adventures and its principals, managers, officers, employees, and partners of all liability, vicarious or otherwise. Participant agrees that ETA may terminate Participant's participation in the Adventure without compensation or refund if Participant's conduct is in violation of this Section 3.06.

IV. GENERAL DUTIES AND RESPONSIBILITIES OF PARTICIPANT

In addition to the foregoing provisions, the parties also agree that Participant shall:

- 4.01** Pay ETA the agreed-upon deposit as well as the remaining balance of the Adventure's cost, at the agreed-upon time, as herein described.
- 4.02** Provide to ETA any required information necessary for ETA to make itinerary arrangements, including Participant's independent flight information and travel itinerary for arrival at the Adventure start point.
- 4.03** Make travel arrangements and be responsible for Participant's travel expenses for travel to the beginning point of the itinerary or return from the end point of the itinerary, and for any expenses incurred by Participant before, during, or after the Adventure. ETA is not responsible for Participant's expenses for any items not expressly included in the itinerary description including but not limited to meals, alcohol, upgrades, extra excursions, purchases made during travel, or any other personal expenses incurred by Participant.

- 4.04** Participant assumes all risks by participating and agrees to assume the responsibility of his or her acts, and indemnifies and holds Ecotravel Adventures harmless for any and all damages, attorney fees, and costs. Any criminal, illegal, tortious (intentional or unintentional), negligent, fraudulent, or otherwise improper or inappropriate actions taken by Participant are expressly deemed to be his/her own actions for his/her own benefit, are not in any way the responsibility of the Company, with Participant assuming all liability therefore and agreeing to indemnify and hold harmless Ecotravel Adventures, and absolving the Company and its principals, managers, officers, employees, subcontractors, providers, and partners of all liability, vicarious or otherwise, to any person or property, including but not limited to other participants.

V. OTHER TERMS

- 5.01** All of the terms, covenants, agreements and conditions herein shall be binding upon all of the parties hereto, and their respective heirs, executors, administrators, and assigns.
- 5.02** This Contract shall be governed by the laws of the State of Florida in all respects.
- 5.03** The parties agree that disputes under this Agreement are to be settled by binding arbitration, that ETA and Participant will have opportunity to be present and submit evidence in any arbitration, that the arbitrator will be chosen at the Company's sole discretion, and that the location will be selected by the arbitrator are hereby agreed upon by all parties:

Except as otherwise expressly set forth herein, any controversy or dispute arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration with an arbitrator chosen by Ecotravel Adventures at Ecotravel Adventures sole discretion. The arbitrator's decision shall be final and binding on all parties. Said decision shall be non-appealable and may be enforced by entry in the 15th Judicial

District Court in and for the County of Palm Beach, State of Florida, the venue selected by the parties. The arbitrator shall determine who shall bear the ultimate cost (including attorney's fees). In the event judicial intervention is needed, the parties do hereby specifically and affirmatively provide for the use of injunctive relief to require the use of this arbitration provision, and to protect the status quo. In the event judicial intervention is needed, the parties do hereby agree to litigate in the 15th Judicial District Court in and for the County of Palm Beach, State of Florida, the venue selected by the parties.

5.04 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, at different times and/or places, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic signatures may be used on any counterparts hereof, and that the electronically signed document or reproduction thereof shall be deemed an original, for all purposes, admissible into evidence as an original record for all purposes, and that electronic signatures hereon shall be deemed authentic and presumed to be genuine, to the same extent as if it were a manually signed original paper record.

5.05 Notice. All notices required or agreed to be given to the Company hereunder shall be in writing at Info@Ecotravel-Adventures.com.

Agreed to as of:

(SIGN NAME)

PARTICIPANT INITIAL HERE: _____

Date

(PRINT NAME) Participant

[For International Travel]

Passport Information:

Name: _____

Number: _____

Expiration Date: _____

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