

# STUFFED DUFFEL

## PARTICIPANT AGREEMENT

**NOTE: BY SIGNING THIS DOCUMENT, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE TERMS & CONDITIONS BELOW.**

### 1. OUR RESPONSIBILITIES

Stuffed Duffel recognizes the faith and trust you put in us to plan your travel. We will do our utmost to create and deliver the perfect trip for you. Our aim is to provide you with reliable and personalized service. We will respond to your messages promptly and will keep you informed as your itinerary evolves. If at any time you have questions or concerns we ask that you let us know immediately so we can address them.

The role of Stuffed Duffel is to manufacture tours and itineraries to fit the requirements of our customers. In doing so, Stuffed Duffel may use independent suppliers for the provision of selected services. However Stuffed Duffel accepts responsibility for the proper performance of your contract with us, subject to the following booking conditions.

### 2. BOOKING

To make your booking, please make sure you have the correct names, nationalities and date of birth of all travelers – as per their passport. Stuffed Duffel will hold an option of 7 days from the time Stuffed Duffel have confirmed a tour, before the cancellation rules apply. If our service or a tour is booked less than 7 days prior to the service is rendered or the tour commences, cancellation rules will apply immediately. If you need longer time, please let us know. If a tour or hotel is fully booked Stuffed Duffel will try to offer you an alternative property of a similar standard and location.

### 3. PRICES & PAYMENT

We require a nonrefundable planning fee of \$500 to begin planning your trip. To confirm a specific itinerary, we collect a 25% deposit on the total trip price, or more if there are larger nonrefundable supplier amounts due (in some circumstances such as yacht or plane charter a larger non-refundable deposit may be required and separate terms will be drawn up). Please note that until we have received your deposit payment at the time of confirmation, all arrangements are subject to availability and/or price change. Final payment is due 90 days prior to the trip start date. All prices are in US dollars. Payment can be made by personal cheque, bank transfer, bank draft or credit card (Visa, MasterCard or American Express). If final payment is not received, Stuffed Duffel reserves the right to release your reservations and assumes that the trip has been cancelled by you. In this instance, our standard cancellation fees would apply.

### 4. CANCELLATION

Do to the fact that each trip we create is unique, all cancellation policies will vary and depend on the terms and conditions placed by the services involved. We will present you with the payments and cancellation policies of your trip prior to the requesting the initial deposit.

In the case of death or illness, special cancellation terms can be negotiated, if Stuffed Duffel is in possession of an officially approved death/sick certificate copy.

In the unlikely event that Stuffed Duffel has to cancel a tour or a service for any reason, Stuffed Duffel will try to offer the choice of an alternative arrangement or you will receive a full refund. Stuffed Duffel will do our utmost to inform you about any cancellations earliest possible and latest 14 days before commencement of our services.

### 5. CHANGES

It is sometimes necessary (or recommended) that changes be made to your itinerary after it has been confirmed with your deposit. This is most common when a third party (i.e. airline, hotel) makes changes that are beyond our control, such as a flight cancellation or schedule change. In other instances, changes may be necessary due to extreme weather or events in the region. We will always do our best to rework the itinerary in a way that minimizes changes to the flow and pricing of your trip. However, if the itinerary changes require us to re-price your trip you will be responsible for the difference in cost. In such cases you will have the opportunity to accept the changes or to receive a full refund.

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## 6. RESPONSIBILITIES/LIABILITIES

“Stuffed Duffel” is defined to include Personalized Adventures LLC and its owners, employees, agents and affiliates. Stuffed Duffel does 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 operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Stuffed Duffel is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Stuffed Duffel is 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, surfing, 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 or the threat thereof or for any other cause beyond the direct control of Stuffed Duffel. In addition, I release Stuffed Duffel from its own negligence and assume all risk thereof.

Stuffed Duffel may take photographs or video of its trips and participants grant Stuffed Duffel permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant. Stuffed Duffel reserves the right to change hotels or other features of the trip if Stuffed Duffel believes it will enhance the safety, comfort or enjoyment of the trip.

## 7. ASSUMPTION OF RISK.

I am aware that adventure 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, the negligence of Stuffed Duffel, or other 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 or consistent with standards in the United States during some or all of the time during which I am participating on the trip and that when available may not be of the quality which exists in the United States. In order to partake of the enjoyment and excitement of this adventure travel 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 and of the negligence of Stuffed Duffel and agree to hold harmless and release Stuffed Duffel from claims of third party negligence.

## 8. 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 presented by Stuffed Duffel, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

## 9. FORCE MAJEURE

Force Majeure means those circumstances where the performance of our contract with you is prevented or affected by reasons of war, threat of war, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, government actions and all similar events beyond our control. In these circumstances, Stuffed Duffel shall not be liable for any compensation or otherwise responsible for any expenses or losses the client might incur.

## 10. PRIVACY

Your privacy is important to us. Stuffed Duffel is required to collect personal information (such as passport details) in order to plan your trip. We appreciate the sensitive nature of this information and will not share it with third parties (other than as required for booking air, hotel or other reservations as a part of your trip) without your express

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written permission. By sending us your initial deposit, you are consenting to Stuffed Duffel collecting and using your personal information as required to plan your trip and provide you with proper services.

## 11. TRAVEL DOCUMENTS & PASSPORTS

It is your responsibility to ensure that you have a valid passport and meet all necessary entry requirements of the country or countries you will be visiting. These requirements vary by country and nationality and can change from time to time. Stuffed Duffel will do its best to inform Travellers of these general requirements, but we ask that you contact the appropriate embassy(ies)/consulate(s) in your country of residence. Stuffed Duffel is not responsible for delays, changes or costs of any kind due to incomplete, expired or inaccurate Traveller documentation.

## 12. HEALTH

By sending us your initial deposit you certify that you nor to your knowledge anyone travelling with you, if applicable, does not have any physical or other condition or disability that would make travelling unsafe for you or other Travellers. It is your responsibility to ensure that you have received all appropriate vaccinations. Please consult your doctor before travelling with us and take all necessary precautions.

## 13. COMPLAINTS

Should a problem occur, please advise both Stuffed Duffel and the service supplier in question immediately, as most problems can be solved on the spot. Should you remain dissatisfied, please write to us setting out the complaint in detail within 28 days of the end of our services under the contract. Stuffed Duffel cannot accept responsibility for any complaints which are not notified entirely in accordance with this clause. Should any legal dispute arise it must be settled in San Francisco, California according to and depending on which Stuffed Duffel booking office(s) was/were used for the rendered services.

**By signing below, I hereby agree to the terms of this "Participant Agreement on behalf of myself and the travelling members of my party on whose behalf I am paying. I agree not to initiate a chargeback or refund request that is not authorized by that Agreement.**

**Signature:**

**Date:**

**Print:**