

Nature Photography Adventures

Terms and Conditions

Egret Communications doing business as Nature Photography Adventures (referred to in this document as Nature Photography Adventures) designs, executes, and leads photography adventures around the planet.

Securing Space

Space in one of our adventures can only be secured by making a deposit, submitting an application, and having that application accepted. That space stays secure as long as two conditions are met: 1) there are sufficient signups to make the program economically viable, and 2) all payments are made on time.

Cancellations, Changes, and Refunds

Each of our programs is linked to a specific cancellation policy. That policy is structured to give everyone a window for a full refund minus an administrative fee. As we approach the adventure dates, the policy changes to reflect unrecoverable payments made on behalf of the group to service providers. At some point, depending on the nature of the travel, funds to cover the activities of the adventure have been disbursed and no refund will be issued.

Note that in group travel there is a minimum group size, different for each adventure, which is necessary to maintain to make the trip economically viable to deliver. If a cancellation drops the group size below that minimum size, a refund will not be made, as that would impact the economic viability of the adventure for all other participants and for Nature Photography Adventures. If a new participant fills the void created by such a cancellation, an appropriate refund will be made.

While many cancellations are made for reasons beyond the control of the participant (and we at Nature Photography Adventures totally understand and sympathize) the cancellation and refund policies have to stand in all circumstances.

Currency

Our rates are in United States dollars. It is the responsibility of the participant to work out the logistics to pay in that currency.

Flexibility

All travel, anywhere, by anyone, is subject to change. Flight times change and flights do get cancelled. Weather, earthquakes, volcanic eruptions, politics, labor disputes, international events, mechanical issues, and simply traffic volume can cause delays or cancellations. Roads and railways can be closed for similar reasons.

Sometimes an adventure that is underway has to flex to such changes. That might mean that something included in the itinerary becomes undeliverable. It might mean that lodging changes. It might introduce a sense of uncertainty. It is our (Nature Photography Adventures and our providers) objective to make adjustments on the fly that achieve as many of the adventure goals as possible. It is your job (participants) to give us room to work and embrace the changes with a sense of adventure.

Responsibility

By signing up for an adventure and making payments to cover your participation, you acknowledge that you have certain responsibilities. You acknowledge that Nature Photography Adventures has designed your adventure and worked with providers to put logistics in place to carry it out – but that you also understand that there are many things beyond its control in delivering those adventures.

It is expressly understood and agreed that Nature Photography Adventures assumes no responsibility or liability for service, transportation, or equipment made available by any resort, hotel or other person or entity, either as to its availability or as to its safety, quality, or condition, nor for the acts (negligent or otherwise) of any employee or agent of such establishment, firm, person, or entity. It is also understood and agreed that Nature Photography Adventures does not assume any responsibility or liability for the safety of any participating individual.

It is further understood that many factors may cause substitution of facilities and/or equipment, minor inconvenience or modification to the itinerary and Nature Photography Adventures reserves the right to modify and/or cancel arrangements due to unfavorable circumstances and to substitute other facilities, equipment, or experiences. It is understood that Nature Photography Adventures makes no warranty and assumes no responsibility or liability for such substitutions. Nature Photography Adventures reserves the right to cancel any scheduled adventure at any time. No refunds can be made for cancelled arrangements or substituted facilities, experiences, or equipment due to circumstances beyond our control such as weather, natural events, political strife, strikes, or outbreaks. Participants (through the act of submitting applications and making payments) confirm that they indemnify Egret Communications doing business as Nature Photography Adventures and its staff from any and all claims, suits, liability, injuries, losses and damage of any person or their belongings which arise out of participation in a Nature Photography Adventure, or from a participant's withdrawal, cancellation, or expulsion from an adventure.

It is noted that while Nature Photography Adventures builds and executes an itinerary for each adventure, that participants are responsible for making their own arrangements to arrive and depart from each adventure. As observed above, travel is full of surprises that can result in delays. It is the responsibility of the participant to arrive by the stated "start" time of each adventure and be ready to go. It is not the responsibility of Nature Photography Adventures or the other participants to alter adventure plans to accommodate late arrivals. We strongly suggest arriving with a buffer day before the start of the program you are joining. Similarly, Nature Photography Adventures works hard to ensure a finish time for each program. It is the responsibility of each participant to plan return flights and other activities after that point in time – and it is strongly advised to keep a buffer window between an adventure's finish time and your next activity.

It is the responsibility of each participant to evaluate whether or not they are physically and emotionally ready to undertake the challenges of each adventure. Our adventures are active, with varying levels of physical activity involved. We describe those levels in adventure descriptions with the understanding that events beyond our control can elevate those levels. Further, group travel involves spending significant time with individuals you may not know, and it is the responsibility of each participant to contribute to the positive group attitude during the adventure and when flexibility is needed. By submitting an application form and payments associated with participation, each participant certifies that he/she is or will be physically and emotionally ready to participate in the adventure. Further, it is the responsibility of each participant to inform Nature Photography Adventures if changes to the

physical or emotional readiness occur, even if that means that the participant needs to withdraw from the adventure and that some or all payments are not refunded. Nature Photography Adventures reserves the right to refuse participation to a paid participant for an activity or an entire adventure if we deem that participant is not physically or emotionally ready – at any time before or during an adventure.

Nature Photography Adventures provides extensive preparation materials well in advance of each adventure. It is the responsibility of each participant to study the preparation materials for the adventure and to come prepared. Nature Photography Adventures reserves the right to exclude unprepared participants from activities they are not prepared for. If participants are not adequately prepared to participate in the full adventure they may be excluded from the adventure.

Nature Photography Adventures and/or the guides associated with each adventure will give both an initial orientation and orientations for each key part of an adventure. Guides will orient the group about rules and appropriate behavior in protected places and cultures we are visiting and about risks involved in our outings. It is the responsibility of each participant to attend those orientations and use the information presented. It is the responsibility of all participants, as directed by their guides, to be vigilant of such dangers and to abide by rules and regulations of parks and protected areas and all instructions presented by tour guides.

Nature Photography Adventures' adventures are "no smoking" adventures.

Trip Insurance

It is strongly advised that all participants purchase comprehensive trip insurance to cover accident, medical, baggage and trip cancellation issues when you make your initial booking for an adventure with us. Please be advised that whether or not you buy trip insurance Nature Photography Adventures will NOT be responsible for expenses caused for reasons beyond our control.

Adventure Participation

When Nature Photography Adventures receives an application and/or deposit from a participant on one of our adventures, or from a parent or guardian of a minor participant, the trip participant is, in all respects, subject to the above terms and conditions, which have been read and agreed to. Each trip participant further agrees to observe and comply with additional terms and regulations Nature Photography Adventures deems desirable or necessary or prescribes during the course of an adventure.

In submitting an application, Trip Participant declares that he/she has read and understands the Terms and Conditions outlined above and the release of liability, assumption of risk, and indemnity represented in this agreement. No oral or other representations supersede the terms and conditions outlined above.

Trip participant, in rendering payment, has accepted this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement and shall be deemed to have executed it for Trip Participant, Trip Participant's heirs, executors, administrators, successors, assigns and next of kin. Trip Participant agrees that any appropriate state or federal district court located in Springfield, Missouri shall have exclusive jurisdiction over any case or controversy arising under or in connection with Terms and Conditions and/or the subject adventure.