

LIMITATION OF LIABILITY

Your application is not complete until you have read, signed and returned the Limitation of Liability and Release and Assumption of Risk form.

VIKANDER INTERNATIONAL PHOTOGRAPHY EXPEDITIONS, its owners, agents employees, and affiliated companies hereby give notice that they act only as agents for hotels, transportation companies, land operators, and suppliers of travel services, and assume no responsibility or liability whatsoever in connection with the operation or service of any aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel which may be used wholly or in part, for services to Vikander International Photography Expeditions' trip members. Vikander International Photography Expeditions, its operators, airlines, and agents will not be responsible for any act, error, or omission, nor for any injury, loss, accident, delay, inconvenience, irregularity, or damage which may be occasioned by any cause whatsoever, including acts of nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule.

Vikander International Photography Expeditions reserves the right at any time, either prior to or after departure, to, in its good-faith discretion, change or re-price any tour, trip, or expedition. This includes, but is not limited to, the right of Vikander International Photography Expeditions to alter or omit any part of the itinerary, to substitute hotels or leaders, or to change any means of conveyance without notice and without allowance of refund, with liability for increased costs, if any, to be borne by trip members.

If Vikander International Photography Expeditions decides to cancel any tours, treks or expeditions due to acts of insurrection, strikes, acts of God, or any other cause beyond the control of Vikander International Photography Expeditions, refunds will be based upon the difference between the original trip price and the cost of the services already provided and those monies that may be refunded or recovered from various operators associated with the trip. If nothing can be recovered by Vikander International Photography Expeditions, nothing will be refunded. Vikander International Photography Expeditions reserves the right to accept or reject any person as a trip member at any time.

PARTICIPANT RESPONSIBILITY. Trip members assume the responsibility to select/design a trip most appropriate to their physical abilities and interests. Members are responsible for being in sufficiently good health to undertake their trip and may be required to obtain a physician's release to participate in the trip. Members are also responsible for studying all pre-departure information; for bringing all detailed equipment and clothing; for conforming to standards of personal hygiene to minimize the risk of traveler's disease — as set by the trip leader; for acting in a manner considerate of fellow group members and the countries visited. Smoking is not permitted in buses, cars, below decks on boats, tented camps, and other designated non-smoking areas.

AIRLINE RESPONSIBILITY. The airlines concerned are not to be held responsible for any act, omission, or event during the time passenger is not on board their planes or conveyance. The passenger contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of their programs and/or passenger. Similar responsibility as noted above applies to all types of carriers.

**Trip Member's Agreement Regarding Complete Assumption of Risk of Travel and Release of
Vikander International Photography Expeditions, Liability**

I ACKNOWLEDGE THE RISK AND HAZARDS OF TRAVEL IN REMOTE AREAS WHERE INJURY, DELAY, OR UNANTICIPATED EVENTS MAY OCCUR. BY SIGNING THIS STATEMENT I ACCEPT RESPONSIBILITY FOR MY OWN WELFARE AND WAIVE ANY FUTURE CLAIMS AGAINST VIKANDER INTERNATIONAL PHOTOGRAPHY EXPEDITIONS, FOR LIABILITY TO MAXIMUM EXTENT PERMITTED BY LAW.

I acknowledge and agree that by participating in a Vikander International Photography Expeditions ("VIP") tour, trek, expedition, or vacation, I am doing so willingly and of my own volition. I understand that travel to VIP destinations may entail risks (and rewards) above and beyond those encountered in travel to destinations in the industrialized world. By signing below, I unconditionally accept, acknowledge, understand, and agree to fully assume all of the risks inherent in travel to VIP destinations as such risks are described below. By signing below, I fully agree to release VIP from all liability in connection with my tour, trek, expedition, or vacation.

I understand that I am undertaking travel to remote geographical areas located in lesser-developed countries where, among other things, a sense of urgency, attention to detail, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of infrastructural development, telecommunications facilities, methods of conducting business, medical evacuation, etc., may be deemed unsatisfactory and/or not equivalent to those found in the industrialized nations. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or the availability of prescription type drugs, may not be possible. I understand and acknowledge all of these risk factors.

I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. I have been advised that my tour leader may be required to improvise and exercise his or her good-faith discretion and/or make decisions based on the consensus of the group which may not please me personally but satisfy the larger desires of the group. I understand and accept these aspects of group travel.

I accept that while traveling to VIP destinations the following situations may and oftentimes do occur: delay; partial or complete changes in timing or routing of itinerary; changes in announced trip leaders; changes in grades of lodging or camping accommodations; modes or quality of air, land, and/or sea transport. I understand that in most, if not all, instances, these situations are due to geographical, physical, governmental, or other restrictions beyond the reasonable control of VIP. I agree that if any of the foregoing situations arise while I'm traveling on a VIP trip, VIP may have to make last-minute decisions to address the changed circumstances. I agree to release VIP from any and all liability whatsoever in connection with such decisions, provided they are entered into at the time by VIP with a good-faith business justification. I understand and agree that VIP does not guarantee a verbatim compliance with the itinerary or itineraries that have been furnished to me.

I am aware that travel may entail risks including, but not limited to, the hazards of traveling in politically unstable areas, the perils of civil disturbances and war, the forces of

nature, arbitrary or capricious itinerary changes mandated by governmental authorities or private concerns, and accidents, caused by acts either beyond the control of VIP, or the negligent acts of third parties.

I understand that VIP contracts with a network of business firms, governmental agencies, and individuals for field services. These businesses, firms, governmental agencies, and persons may include United States or foreign-based companies, subcontractors, business concerns, agents, employees, and associates (all of whom shall be referred to as "third parties"). In many instances, VIP is required to contract with particular third parties solely at the insistence of a foreign government or its agencies. To the best of VIP's knowledge, such third parties are qualified to perform the tasks for which they have been retained.

I understand, however, that VIP cannot fully supervise or guarantee the performance of such third parties because of, among other things, remote geographic locations, lack of telecommunication facilities, time constraints, and governmental restrictions. I knowingly assume this risk and I fully release and hold harmless VIP from any and all liability for all of the acts or omissions of such third parties unless VIP can be shown to have been reckless in its dealings with or reliance upon such third parties.

I FULLY ASSUME ALL OF THE ABOVE DESCRIBED RISKS AND RELEASE VIP FROM ANY AND ALL LIABILITY IN CONNECTION WITH ANY AND ALL OF THOSE RISKS.

I agree that this Complete Assumption of Risk of Travel and Release of VIP Liability shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives. It is my intention to fully assume all the risk of travel and to release VIP from any and all liabilities to the maximum extent permitted by law.

I acknowledge and agree that the cost of all VIP trips has been based upon Trip Participants executing this document. **I have voluntarily agreed to participate in a VIP trip, and willingly execute this document. I absolutely understand its contents and its legal ramifications, especially those pertaining to my full assumption of the risk of travel and my release of VIP from any and all liability to the maximum extent permitted by law.**

I confirm that I have fully read, fully understand, and fully agree to all of the terms and conditions contained herein and in other VIP literature and correspondence, especially noting the policies on cancellations, refunds, limitations of liability, participant responsibility, and airline responsibility. I agree that the cancellation policies expressed in the VIP literature shall take precedent over and supersede any rights to refund mandated under the consumer protection laws of any state. I also confirm that I have fully read and understand my responsibilities as outlined in the *Travel Health Notes* information provide to me by VIP prior to the trip departure.

I understand that all Trip Applications are subject to acceptance by VIP in Palm Desert, California, U.S.A. I agree that in the unlikely event that a dispute of any kind arises between myself and VIP, the following conditions will apply: (a) the dispute will be submitted to a neutral third-party mediator in Palm Desert, California, with both parties splitting equally the costs of such mediator. If the dispute cannot be resolved through mediation, then (b) the dispute will be submitted for binding arbitration to the American Arbitration Association in Palm Desert, California; (c) the dispute will be governed by California law; and (d) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the sum of the land

and air (if applicable) cost of my trip with VIP. I agree that this is a fair and reasonable limitation on the damages, of any sort whatsoever, that I may suffer.

I agree to fully indemnify VIP for all of its costs, expenses, damages, etc. (including attorneys' fees), arising from or attributable to any claims or actions I might make or bring against VIP and which claims or actions have been specifically released by me in this document.

I agree that in the event any part or portion of this Trip Member's Agreement Regarding Complete Assumption of Risk of Travel and Release of Vikander International Photography Expeditions, Liability is found to be void or unenforceable, then such part or portion will be stricken but the rest of this document will be given full force and effect.

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SIGNATURE _____

(Parent or guardian must sign if applicant is under 21 years of age)

DATED: _____