



## **Journey: Galapagos Islands 2022**

**Travel Dates: December 08 - 18, 2022**

### **PRIVATE AIRCRAFT OWNER/OPERATOR – PARTICIPANT CONTRACT AND TERMS & CONDITIONS**

Please read the following information carefully. In order for your reservation to be completed, you must indicate your acceptance of the terms of this Agreement by completing and submitting the Reservation Form along with the deposit to Air Journey, LLC. The acceptance of your Reservation Form and deposit by Air Journey, LLC creates a contractual relationship between you, the pilot/passenger/participant, in the Journey provided by Air Journey, LLC.

Journey to the Galapagos Islands 2022

December 08 – 18, 2022

This agreement sets forth the terms and conditions under which Air Journey, LLC, 11382 Prosperity Farms Road, Suite 222, Palm Beach Gardens, Florida 33410 (hereinafter called Air Journey), agrees to provide the services described in the itinerary for the Journey to the Galapagos Islands 2022 (hereinafter called the "Journey") from December 08 - 18, 2022.

#### **Responsibility**

Air Journey is responsible to the participants for contracting for all services and accommodations offered in connection with the Journey. However, in the absence of negligence of Air Journey, we are not responsible for personal injury, property damage or other loss caused by (a) any air carrier, hotel or other supplier of any of the services being offered in connection with the Journey, or by (b) delays, or defects in or failures of any aircraft, vessel, automotive vehicle, or other means of transportation or supplier that is not under its direct control.

#### **Journey Price**

The price of the full Journey is \$11,295 per person, double occupancy (additional charge applies for single room occupancy), with an additional \$2,995 plane registration fee per participating aircraft. Quoted program prices are per person, double occupancy. **Basis of Rates:** All prices are based on two persons sharing a room. All prices and fares are quoted in U.S. dollars. The rates are based on current tariffs and are subject to change due to unforeseen circumstances. While Air Journey will make reasonable efforts to maintain the listed price, if it is necessary to levy a surcharge, Air Journey reserves the right to do so and will notify you at the time of final invoicing. Air Journey reserves the right to cancel the Journey because of inadequate enrollment that makes the Journey economically infeasible to operate. In such a case, a full refund of the Journey cost will be made. Air Journey is under no obligation to give a breakdown in costs of any journey.

***Journey prices include*** deluxe or best available accommodations and all applicable taxes in the destinations, and options as indicated in the itinerary, from arrival at the first hotel through departure from the last hotel. All meals beginning with dinner on the first night of the Journey and ending with

breakfast on the last day of the Journey, or as indicated in the itinerary, are included. All taxes; group transportation; airport transfers on arrival and departure in each destination; excursions; services of professional staff to assist you throughout the trip; all beverages, including house wine and/or beer at lunch and dinner, and non-alcoholic beverages at all scheduled meals; tips or gratuities to local guides, drivers, porters and wait staff. **Not included in the price:** commercial airfare (if needed) unless otherwise indicated; optional travel and trip cancellation insurance; passport and visa fees; personal expenses such as laundry, telephone, internet, and fax fees; all beverages not mentioned above as included; all meals not mentioned above as included; hotel minibar charges; meals not scheduled by Air Journey; and inoculation and medication costs of any kind. Any tips or gratuities not specifically mentioned as included in the total Journey price will be at your discretion. No refund will be made for any accommodations or services included in the Journey price that you voluntarily do not use.

**Suite Upgrades:** Suite rooms may be available in some destinations; more information about them, including their additional costs, can be sent to you on request.

**Commercial Airfare:** In an attempt to insure that all participants travel together on the same flight, we are happy to assist you in reserving commercial flights required for your Journey. Price of commercial flights is not included in your Journey price unless otherwise indicated.

### **Reservations and Payment**

A non-refundable deposit per person and signed contract/waivers is required to secure a confirmed reservation on the Journey. Subsequent payments must be made in accordance to the payment schedule provided on your initial Journey invoice. If your reservation is made within 60 days of departure, the entire cost of the trip must be paid at the time of confirmation. If the Journey is fully booked when your Reservation Form is received, your payment will be returned within 7 days, or with your authorization, Air Journey may retain the deposit and place your name on a waiting list in the event other Participants cancel their reservations. Even if you authorize Air Journey to put your name on a waiting list and retain your deposit, Air Journey will notify you within 7 days that the Journey is fully booked. **Payment may be made by check or wire transfer.**

### **Insurance**

Trip cancellation, health and accident insurance are recommended – and an entry requirement for travelers to some countries visiting during the COVID Pandemic. If interested, Air Journey will send you information regarding our suggested third party vendor and options for Trip Cancellation Insurance. There are varying packages available. The price is based on a person's state of residency, birth date and amount covered. To cover a pre-existing condition, the insurance premium must be purchased within 14 days of your initial deposit. Insurance premiums and refunds are subject to the policies of the insurance carrier. Contact Anais ([561 841-1551 ext. 3](tel:5618411551)) at Air Journey for more details and to provide you with a quote.

### **Passports & Visas**

It is the participant's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. Failure to obtain visas and/or entry permits does not negate the terms and conditions. All guests are advised to check with the appropriate government authority to determine necessary documents. A valid passport is required for U.S and Canadian citizens traveling to all international destinations. Passports must be valid for six (6) months after the return of your journey

and should also have sufficient blank visa pages for entry and exit stamps. Many destinations also require a visa for U.S. and Canadian citizens; those countries within your itinerary will be shared with you by Air Journey. Citizens of other countries should contact the appropriate consular office for entry requirements pertaining to their journey. You may be refused boarding or disembarked from a plane, vessel or train without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred by Air Journey which result from improper documentation or noncompliance with applicable regulations.

### **Health Requirements**

This is an active trip that requires you to make a realistic assessment of your health. To enjoy the trips as intended, a minimum level of fitness is required. All Participants are expected to be in active good health, to be comfortable traveling as part of a group, and to be ready to experience cultural differences with grace. Air Journey will require prior notice if any participant has any physical or other condition or disability that would prevent them from participating in active elements of any trip and/or could create a hazard to him or herself or to other members of the group. Air Journey may require guests to produce a doctor's certificate certifying that they are fit to participate. Any physical condition requiring special attention, diet, or treatment should be reported in writing when the reservation is made. We will make reasonable efforts to accommodate Participants with special needs; however, we cannot accommodate wheelchairs. . Walking and climbing stairs are required in many hotels and airports, and are part of many excursions. If you require a slower pace, extra assistance, or the use of a cane or walking stick, arrangements will be made for private touring at each destination, if necessary, at the discretion of our Journey staff. Any extra cost for such arrangements will be the responsibility of the Participant. If you would like to forego some of the scheduled sightseeing to rejuvenate and relax, please feel free to do so at any time. Acting reasonably, if Air Journey is unable to properly accommodate the need of the person(s) concerned or believes that health and safety may be compromised, Air Journey reserves the right to refuse participation. Air Journey also reserves the right to remove from the trip, at the participant's own expense, anyone whose physical condition or conduct negatively impacts the enjoyment of the other guests or disrupts the tour. Malaria and other diseases may be present in some of the countries featured in this itinerary; proof of yellow fever inoculation may be required. For the latest recommendations on specific health precautions for the areas you will visit, consult your physician and the Centers for Disease Control. The participant represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour.

### **Itinerary Changes**

The itinerary and Journey leaders are subject to modification and change by Air Journey. Every reasonable effort will be made to operate the Journey as planned; however, should unforeseen world events and conditions require our itinerary to be altered, Air Journey reserves the right to do so for the safety and best interest of the group without prior notification or consultation. The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights for any particular flight leg of the Journey, that flight leg will be canceled and alternative arrangements may be made, at the discretion of Air Journey. Every effort will be made to operate tours as planned but alterations may occur after the final itinerary has been issued.

**Photography and Video:** We reserve the right to take photographs or videos (the “Photography”) during the Journey and to use the Photography for promotional purposes. Participants who prefer their images not be used must notify us in writing before the commencement of the Journey.

**Cancellation and Refunds:**

***If you cancel your reservation or change your plans, your right to receive a refund is limited,*** as set forth in the following schedule. All cancellations will become effective as of the date of the postmark or email receipt. All requests for refunds must be sent to Air Journey in writing via mail, fax or email.

***Refunds, if applicable, will be made within 14 days of receipt of your notice of cancellation.***

Air Journey reserves the right to cancel the Journey at any time for any reason whatsoever, in its sole and unreviewable discretion. Provided, however, that Air Journey shall have no right to cancel the Journey less than ten (10) days before the scheduled departure except due to circumstances that make it physically impossible for it to operate the Journey. If cancellation within 10 days of the departure date is required because it is physically impossible to operate the Journey, Air Journey will notify the participant as soon as possible.

The passenger’s acceptance of any refund offered under this Agreement shall constitute a waiver of any additional remedies.

Air Journey assumes no responsibility and shall not be held liable for Acts of God, fire, flood, fog, smog, weather, mechanical failures, acts of government or other civil or military authorities, wars, civil disturbances, riots, terrorist acts, crimes, strikes, shortages of aviation fuel, epidemics, pandemics, quarantines, hazards incident to sea, land and air travel, or any other similar occurrence that is beyond its reasonable ability to control.

Leaving the Journey in progress or opting out of planned activities, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of the Journey. If you cancel and are able to provide a substitute Participant for the Journey, you will receive a full refund of money paid toward the price less, an administrative charge of \$250 for effecting the substitution once the substitution Participant has paid in full.

Partial Room Cancellation: Should you have guests joining you on the Journey for a limited portion, an additional supplement will apply to the price for the remaining guest.

Air Journey is at no time responsible for the inability of the Participant to complete a Journey, or a portion thereof, or delays, or cancellation of the tour, or bookings at accommodations that are lost because of any delays or cancellations, resulting from any problem arising from a defective or unusable aircraft. All responsibilities relative to the aircraft shall be borne by the Pilot in Command.

**Cancellation received by Air Journey are subject to the following:**

Given outside of 120 days of departure:	AJ retains deposit per person and plane registration fee
Between 120 and 90 days of departure:	AJ retains 50% of tour cost and plane registration fee program
Between 89 and 60 days of departure:	AJ retains 75% of tour cost and plane registration fee plus the
Less than 60 days or no show of departure:	AJ retains 100% of tour cost and plane registration fee

## **Refunds**

Refunds are not made for any missed services. Please see our Limits on Air Journey's Responsibility clause below. Should Air Journey cancel the tour after deposits have been received due to fewer than the minimum participants required, the full deposit will be refunded. Should Air Journey cancel the tour at any time due to factors beyond their control (including, but not limited to, war, flood, force of nature, disease, riot, civil action), Air Journey will refund the client whatever portion of moneys are reimbursed by ground operators and accommodation suppliers. Often money reimbursed by ground operators and suppliers are in the form of a credit for a future stay, in which case, Air Journey will provide a future itinerary to the traveling group to complete the unfinished portion of the Journey within the year. If the participant is unable to travel on the future itinerary, Air Journey will do everything within reason to find a substitute participant to take their position. If a substitute Participant is found, the original participant will receive a full refund of money paid toward the price once the substitution Participant has paid in full.

## **Limits on Air Journey's Responsibility**

Air Journey does not own or operate any property or entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, Air Journey is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, Air Journey is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provisions of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

There are many inherent risks in adventure travel of the type involved here that cannot be eliminated without destroying the unique character of this activity, including the activity of travel by private aircraft. These inherent risks are some of the same elements that contribute to the unique nature of this activity, and can be the cause of loss or damage to your personal equipment, can lead to illness, injury or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. While not an exhaustive list, some of the risks involved in the activity of private aircraft travel include flight over unknown or foreign terrain, inclement weather, hostile actions by foreign governments, risk in the consumption of foreign foods and liquids, unavailability of adequate medical care, lack of familiarity with foreign laws and customs, failure of equipment, willful or negligent actions by other participants, or intentional or unintentional violation of foreign laws resulting in confinement or imprisonment. The participant understands that private aircraft travel entails risk of injury, illness, or death to themselves and other participants for which the participant may be responsible. Participant assumes all such risks identified above, those known and unknown, inherent or otherwise, associated with participating in these trips.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkeling, hot air ballooning, helicopter flights, ziplining, high altitude treks, climbing, whitewater rafting, jet boat rides, snowmobiling, primate tracking and any

activity which Air Journey considers to carry inherent risk of serious illness, injury or death (“Activities”) then you fully understand and acknowledge that activities carry with them various inherent risk of serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release Air Journey and its affiliates, their agents, employees and representatives from any liability whatsoever related thereto.

Further, as consideration for being permitted to participate in the Activities; you release Air Journey, whether known or unknown, from, and agree not to sue or make claim against Air Journey for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of Air Journey (but not its reckless, willful, or fraudulent conduct), and/or from any defect in equipment. You further agree to indemnify and hold Air Journey harmless with respect to any claim made against Air Journey by anyone else which (a) related to your participation, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself.

Air Journey and any of its employees, officers, directors, or shareholders, nor any other person acting for, through, or on behalf of it shall not be liable for any loss, damage, injury, sickness or death arising from any cause whatsoever including but not limited to any errors or omissions contained in its literature or brochures, from late or non- confirmation of bookings, or from any cause within or not within its control, or from any negligence of itself or any agent or of any independent contractor with which it deals, including any third party from or by whom aircraft or motor vehicles are leased or serviced or from whom accommodation, meals, tours or transportation are obtained for the Client.

### **Travel Advisories and Warnings**

It is the responsibility of the participants to become informed about the most current travel advisories by referring to the US State Department’s travel website at [travel.state.gov](http://travel.state.gov) or by phone at 888-407-4747. In the event of a State Department Travel Advisory against travel to the specific destination location(s) of the trip, should the participant still choose to travel, notwithstanding any travel advisory, the participant assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

**Release of Liability:** Air Journey, nor any of its respective owners, directors, employees, contractors, officers or agents (collectively, the “Released Parties”) are not responsible for any act, omission, or event during the time the Journey Participants are

Shall be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider, (B) any loss or damage due to delay, cancellation or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control, and (C) any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits,

consequential, exemplary, indirect or punitive damages or otherwise that may arise out of or occur during your travel in connection with the Journey. The Participant waives any claim against any of the Released Parties for any such loss, damage, injury, or death, including any right to seek consequential, punitive or exemplary damages against any of the Released Parties for any reason whatsoever. None of the Released Parties shall be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket.

**Acknowledgement of Risk:** You understand and acknowledge that your travel in connection with and participation in the Journey or any activities which may take place during the Journey, may involve travel to a country where a U.S. Department of State travel advisory or alert is in place and may involve risk and potential exposure to injury or fatal injury and that risk and dangers may arise or be caused by the negligence or participation of other Participants, contractors, and/or subcontractors for the Journey or from other foreseeable and unforeseeable causes including weather and other acts of nature.

**Express Assumption of Risk and Responsibility:** In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the Journey and that you willingly and voluntarily assume full responsibility for any injury, loss or damages suffered by you or caused by you. By registering for the Journey, you certify that you do not have any mental, physical or other condition or disability that would create a hazard for yourself or other Participants. Air Journey reserves the right in its sole discretion to accept, decline to accept or remove any Participant on the Journey and reserves the right, subject to the terms and conditions contained herein, to withdraw any part or all of the Journey and to make such changes as may be necessary.

By registering for the Journey, the Participant agrees to the Operator-Participant Contract and these terms and conditions.