

Terms and Conditions
For
Chautauqua International Birding and Natural History Tour
Texas Trip - 28 March-3 April 2016

The Company Chautauqua Backroad Adventures, LLC is a limited liability company created and operated with John Rappole, James Berry, and Mark Baldwin as equal partners. Its purpose is to offer all-inclusive tours worldwide to persons interested in birds, scenic beauty, and natural history with expert commentary.

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Tour Structure

This tour is designed to visit sites in South Texas that combine extraordinary diversity of birds with remarkable aspects of natural history in the company of leading experts. The tour participants will be divided into two subgroups depending on their interests and physical capabilities.

For SubGroup 1, "Serious Birders," a typical day will begin with a voluntary bird walk at 6 AM on the Welder campus, followed by breakfast at 7:30 AM and departure by 8:30 AM. A drive of 1-2 hours follows, during which leaders will take some time to describe our destination and what we hope to see. On arrival we will spend 1-2 hours in the field followed by a picnic lunch or visit to a deli or restaurant with a reputation for outstanding food. We will then either continue our exploration of the site's avian diversity and natural history. By 3 PM or so, we will begin the trip back to home base or on to the next destination. Dinner will generally be at about 6:30 PM, followed by a review of the day's sightings. This review often will be followed by an evening program on a natural history topic delivered by a leading authority on the subject. After the program, we may have an evening spotlight ride to see what we can see.

For SubGroup 2, "Nature Buffs," the day's activities will be more relaxed. The day will begin with a continental breakfast, followed either by activities at Welder or a drive of up to an hour or so to regional sites of particular interest, such as the Texas State Aquarium, Padre Island National Seashore, and the King Ranch. Lunch will be at a local eatery of excellent reputation in the vicinity of our destination, followed by further exploration of the area around the day's destination. We will plan to head back to Welder in time to arrive at the Guest Quarters by 5 PM or so. Catered dinner will be at about 6:30 PM, generally followed by an evening program on a natural history topic.

Membership in the two subgroups (Serious Birders and Nature Buffs) is entirely voluntary, and members of one subgroup are welcome to join the other subgroup on any given day simply by informing the group leader in the evening prior to the next day's activities (so that transportation arrangements can be finalized).

Group Size Group size for our tours ranges from one to 14 people plus the leaders. Size of the two subgroups ("Nature Buffs" and "Serious Birders") will vary.

Physical Requirements

"**Serious Birder**" tours require an ability to walk up to four miles. Most walks will be along paths or walkways, but some require navigation along wet and slippery streambeds or through thick brush. Some tours require an ability to paddle a canoe for up to three hours (with the current). Persons with special sensitivity to exposure to sunlight, insect bites or poison ivy should take appropriate prophylaxis in terms of clothing, foot gear, and chemical applications, and have appropriate treatments with them in case of exposure.

Physical requirements for participants in the "**Nature Buff**" tours will be much less rigorous. These persons should be able to walk for 30 minutes or so on walkways, paths, or boardwalks.

Dietary Restrictions No special provision will be made for persons with dietary restrictions whether medical (such as diabetes or gluten intolerant), personal (such as vegetarian), or religious.

Tour Activities All activities are optional within the general framework of the tour. We encourage and assist participants in the pursuit of personal aims if these do not conflict with the conduct of the tour. All tour participants should have binoculars and know how to use them.

What the Tour Price Includes The price for tours includes all travel from the time of your arrival at the designated airport where the tour will begin until your departure on completion of the tour; also lodging, continental breakfast, catered evening dinner, side trip costs (such as boat rides), tour materials, and the services of the leaders and lecturers. Routine tips for meals, porters, drivers, and other service providers are also included.

The following items are not included in the tour price: visas, travel to and from the designated airport from your home, immunizations, excess baggage charges, optional excursions, telephone calls, alcoholic beverages (except wines provided with the evening meal), laundry, snacks, or anything of a purely personal nature. If you have questions, please contact us.

Restrictions on Tour Participation We advise against participation in the tour by persons with a health problem or any physical limitation that could restrict full involvement in any aspect of the tour, such as walking difficulties, diabetes, asthma, or angina. We will provide any information that you or your doctor may need to judge your capacity to participate fully in the tour. We do not program strenuous physical exercise, but participants should be able to complete walks of up to half a day, ride in any seat in tour vehicles, and meet the basic time schedule of the tour. We reserve the right to send home persons unable or unwilling to conduct themselves in a manner compatible with the satisfactory operation of the tour.

Reservations, Deposits, and Payments Reservations for tours require a non-refundable deposit of \$200 at time of registration with 50% due 60-90 days prior to the start of the tour (depending on required lead-time for on-site reservations) and the remainder due 30 days prior to the start of the tour. Within the 30 day period immediately preceding the start of the tour, all payments are nonrefundable. These charges are necessary due to the special nature of the all-inclusive tours that we offer, with their fixed up-front costs for us (advance reservation of resort lodges, booking of a caterer, and expert program hosts, etc.). We understand that payment of these charges involve an element of risk, and strongly suggest that guests obtain trip insurance.

Reservations accompanied by deposits are accepted in order of their receipt, and rooms are assigned accordingly. Reservations can be made by contacting us by email or regular mail. Once we have received the \$200 deposit along with the filled-out and signed registration form and liability waiver, your registration is confirmed. Payment may be made in US dollars by check, Pay Pal, or credit card (MasterCard or Visa).

Refunds If the tour is cancelled for any reason, potential guests will receive a complete refund. If a guest is forced by circumstances to cancel a reservation at least 30 days prior to the start of the tour, all payments made up to that time will be refunded except for the \$200 deposit. There will be no guarantee of refunds for cancellations made within 30 days of the start of the tour. However, if we are able to fill the tour with a replacement, we will refund all but \$200 of previous payments. Obviously, there is no guarantee that we will be able to accomplish that task, which is why we recommend trip insurance. No refunds are given for skipped meals or other on-tour activities.

Tour Alterations Our tours are carefully planned but sometimes circumstances beyond our control require us to make significant changes after a tour has been published on our website. If such changes occur, for example in itinerary or leadership, before a tour has been confirmed to run (30 days before tour departure unless otherwise specified), participants will be informed and may withdraw from the tour without penalty. If significant changes occur after a tour has been confirmed but before it has departed, it will be our decision whether or not we can run the tour successfully. Participants may withdraw without penalty only if they have a written agreement with Peregrine Birding and Natural History Tours. If we decide that the tour cannot be run successfully, the tour price will be refunded. If significant changes to itinerary or mode of operation are forced upon us while a tour is in progress, for example, by weather delay, we will adjust the tour to the new realities as best we can. However, we are not responsible for any additional costs. These costs, if any, are a participant expense and will be invoiced after the tour concludes.

Tour Confirmation Tours are confirmed 30 days prior to their departure date.

Booked Tours A confirmed tour is listed as “closed to new bookings” on our website when all the spaces have been booked and paid. However, we will maintain a waitlist for those persons submitting a reservation form after the tour is closed.

Tour Cancellation In case of tour cancellation, all deposits and other payments for the tour will be refunded.

Tour Materials Past or prospective bird lists and General Information sheets will be sent to each registrant on receipt of a deposit. Final tour information, meeting instructions, a participant list, and any additional materials will be mailed about three weeks before tour departure. A final tour report will be mailed to all participants after the tour.

Travel Insurance Many companies offer travel insurance, and we suggest that you protect your tour investment by purchasing a policy.

Travel to the Point of Departure Clients are responsible for travel from their homes to the designated airport where the tour will begin. A single pickup time will be arranged for each airport, so travelers must assure that their flights get in before that time. Similarly, a single shuttle to the airports will be arranged for the morning of the last day of the tour, and travelers must assure that their flights depart well after that time.

Assumption of Risk and Liability Release Agreement We expect our clients to take reasonable and prudent care for their own safety and to recognize that Chautauqua Backroad Adventures cannot guarantee anyone's personal safety. For these reasons, we are willing to provide you with the tour opportunity you have requested only if you accept your personal responsibilities and you release us from liability for your safety within the limits of the law by entering into the Assumption Of Risk And Liability Release Agreement that you will be sent at the time you register for a tour.

Note: The Chautauqua International website (<http://chatauquainternational.com>) constitutes our document of record. Should published or distributed materials concerning tour descriptions, itineraries, costs, etc., differ in any way from the current website version, the website (<http://chatauquainternational.com>) version is correct.