



BOOKING CONDITIONS: Granston Travel Group Inc, DBA Tribu Travel (“The Company”) requires a trip planning fee to initiate a booking (a “Trip”) with a client (“You,” “Your,” “I”, etc.) as outlined in booking fees (below). An additional deposit equal to 30% of the Trip’s estimated cost is required to confirm booking. The balance is payable 90 days prior to departure. Due to currency fluctuation, all quoted rates are valid for 5 days; after that time, rates will be recalculated based on the current exchange rate at the time of final payment. Applicable exchange rates shall be specified on the Company website’s or, for customized arrangements, at the time of quote. In the event of a drop in the value of the United States Dollar relative to foreign currencies, the Company may require a supplemental payment bearing a relation to the drop in the value of the Dollar.

CANCELLATIONS: The Company reserves the right to postpone, change, or cancel any Trip due to not reaching the minimum participant number or for any other reason. Upon the cancellation of any Trip by the Company, You shall be given the option of either rescheduling the Trip or receiving reimbursement of the deposit and any balance, at which time the Company shall be released from any further liability to You, including, without limitation, any liability for additional pre-departure costs You may have incurred, non-refundable advance purchase air tickets, visa fees, equipment purchases and/or medical expenses. For cancellations made by You on land tours, the following cancellations fees will apply: Any period post deposit up until 90 days prior to departure 30% of tour cost; 90 days or less prior to departure 100% of tour cost. During holiday booking periods cancellation policies are subject to change and will be advised at time of booking. Cancellation charges are per person. Cancellation of any air arrangements are subject to the restrictions of Your ticket and policies of the airline. Note: The purchase of trip insurance from a 3rd party is encouraged and can be facilitated by The Company. For credit card payments, a 3.5% banking fee will be added to the trip cost and is non-refundable.

CREDIT CARD MERCHANT: Our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us.

RESPONSIBILITIES: You are responsible for obtaining all necessary travel documents and immunizations, including but not limited to passports and visas. You acknowledge and agree to follow all reasonable instructions provided by the Company, its agents and representatives and any other tour operators, throughout the Trip, including without limitation, instructions with respect to the rescue and evacuation from a Trip. As a tour participant, You are responsible for Your own baggage (and its contents) and other personal items throughout the entire Trip, and any loss or damage thereto is at Your own risk. The Company shall not be liable or responsible for any injury, damage, or loss of baggage (or any contents);



or for any injury, damage, liability or loss resulting from injury, damage, or loss of baggage (or any contents).

HEALTH, FITNESS & SAFETY: I acknowledge that I may be joining an international Trip. I understand I may come into contact with and be exposed to wild and dangerous animals and insects and other substantial and significant risks of physical harm and peril. Such risks may also include, but are not limited to, infectious and mosquito-borne diseases, which risks may be further exacerbated by inadequate medical treatment in the remote areas in which I may be located during a Trip. I assume the risk of injury. The Company urges You to remain informed as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the U.S. government prior to booking travel to international destinations. I represent and warrant that I have no knowledge of any physical, emotional or other condition or disability which may create a hazard to myself or any other tour participants. I represent and warrant that I have discussed this Trip with my personal physician, who has assured me that I am physically fit and able to undertake the Trip. I am not under the influence of drugs and am sufficiently qualified and capable to participate in all tour activities. I hereby authorize any medical treatment deemed necessary in the event of an injury while participating in the activity. I have either appropriate travel and medical insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. The Company reserves the right to refuse service to any individual whose actions, conduct or physical or mental condition is determined, in the Company's sole and absolute discretion, to be detrimental or incompatible with the safety, interest, comfort, harmony or well-being of any Trip as a whole. I agree to wear the appropriate safety gear pertinent to the specific activity. I also agree to comply with all rules of the ground operator and follow the instructions of personnel when given. While participating in an adventure activity, I will not leave the area of activity/operation and I will stay clear of obvious or known hazards.

ASSUMPTION OF RISK: I voluntarily subject myself to all dangers, risks and rigors involved or associated with the Trip and the itinerary and I am fully aware of the extensive risks involved therewith. I hereby assume for myself, including any minor children for which I am responsible, any and all risks and responsibility associated with my participation in a Trip offered or organized by the Company and any accidents that occur, including but not limited to, any and all risks of illness, injury, death, loss of or to personal property, and expenses. I elect to participate in spite of the risks. Before commencing a tour within a Trip, many of our operators will ask You to sign a form acknowledging that You understand and accept that Your tour may have inherent dangers.

RELEASE & WAIVER: The Company (including, for the purpose of this agreement, its owners, managers, employees, agents, suppliers, contractors, and any person or company associated with the planning and/or execution of Your Trip) hereby notifies You, as a traveler, that all tickets or vouchers issued to You for transportation, conveyance, hotel accommodations, or tours are made for You on the express condition that the Company shall not be liable or responsible for any injury, death, damage, liability, loss, accident, delay, expense or irregularity which results from any of the following: (a) any defect in any vehicle or other mode of transportation; (b) any act or omission of any person or entity engaged in conveying passengers or providing lodging or tour activities, including the acts or omissions of any agent, employee or contractor of any such person or entity; (c) any act or omission of any other person or entity



engaged in carrying out the arrangements of the tour. The Company shall not be liable or responsible for any injury, death, damage, liability, loss, accident, delay, expense or irregularity which results from: (i) delays or changes in schedule or itineraries; (ii) hotel over-booking or down-grading of service; (iii) failures of others to perform obligations for the benefit of the Company or its tour participants; (iv) injury, sickness or ill health; (v) weather or acts of God; (vi) strikes; (vii) civil disobedience or disturbance, riot or war, hostilities, terrorism or threats thereof; (viii) epidemic or quarantine; (ix) fire, accident, flood, or explosion; (x) currency fluctuations; (xi) animals; (xii) other events or occurrences beyond the direct control of the Company. By confirming Your reservation and participating in the Trip, You assume any and all risk of any and all injury, damage, liability, loss, accident, delay, expense or irregularity which may result from any or all of the events or occurrences described in this paragraph. In no event shall the Company be liable for acting in accordance with instructions from You or any entity or person authorized to act on Your behalf.

IN CONSIDERATION OF SERVICES, ACTIVITIES, AND/OR PROPERTY BOOKED OR PROVIDED BY THE COMPANY, I, FOR MYSELF AND ANY MINOR CHILDREN FOR WHICH I AM A PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE, AND ANY HEIRS, PERSONAL REPRESENTATIVES, AND MEMBERS OF MY FAMILY, HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS, KNOWN AND UNKNOWN AGAINST, AND COVENANT NOT TO SUE THE COMPANY AND EACH OF ITS OWNERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, AND OPERATORS, AND THEIR INSURERS AND EACH AND EVERY LAND OWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY THE ACTIVITY IS CONDUCTED, FROM ANY AND ALL LIABILITY AND WAIVE ANY CLAIM FOR DAMAGES, INJURY, ILLNESS, DEATH, AND EXPENSE ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL SERVICES PERFORMED UNDER THIS AGREEMENT AND ALL ACTIVITIES OCCURRING WHILE ON A TRIP, EVEN THOUGH MY INJURY, DAMAGE OR DEATH MAY BE CAUSED BY OR RESULT FROM ANY ACT, OMISSION, NEGLIGENCE OR CARELESSNESS ON THE COMPANY'S PART. THE FOREGOING RELEASE INCLUDES WAIVER OF ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA. SECTION 1542 PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSS, DAMAGE OR EXPENSES OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE AND WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PHYSICAL INJURY, STRICT LIABILITY, PRODUCT LIABILITY, UNDER STATUTE OR OTHERWISE. IN NO EVENT SHALL THE COMPANY TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY YOU FOR THE SERVICES PROVIDED HEREUNDER. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED OR THE TRIP. REGARDING THE SERVICES OR ANY OTHER MATTER HEREIN, THE COMPANY DOES NOT GUARANTEE YOUR SATISFACTION WITH THE TRIP, THE ITINERARY OR



THE ACTIVITIES. THE COMPANY CATEGORICALLY DISCLAIMS ALL LIABILITY FOR ACTIVITIES ARRANGED BY YOU OR THIRD PARTIES.

INDEMNIFICATION: You agree to indemnify, defend and hold harmless the Company from and against any loss, claim, damage, liability or expense (including attorneys' fees and expenses) arising out of or to which the Company may become subject as a result of Your conduct or activities, or based on any statements, written or verbal, actions, or omissions made by You before, during or after the Trip. You agree to promptly reimburse the Company for any legal or other expenses as incurred in connection with the investigation or defending of any such loss, claim, damage or liability (or action in respect thereof).

PHOTOGRAPHY: I hereby agree to permit the Company, its agents, employees, contractors, suppliers, and other Trip participants, to take photographs and make film records of this Trip, which may include pictures of me, without compensation or further recourse. I understand and agree that such photographs and my name and likeness may be used for commercial and/or promotional purposes.

GENERAL: If any of the provisions contained herein, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof. This agreement and any question concerning its validity, construction or performance shall be governed by the laws of the State of California. No amendment, modification or waiver of any of the provision of this agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby. Your payment of a deposit, or any partial or full payment of a reservation, shall constitute Your accepting all of the terms and conditions set forth herein.

MEDIATION: You agree to participate in mediation before filing suit regarding any disagreement involving this agreement. Either party may initiate mediation by sending a written demand for mediation to the other party. If the other party does not respond to the demand within 14 days or fails to participate in any scheduled mediation agreed to by the parties, the party sending the demand may seek an order compelling mediation, and, in that event, the party that did not respond to the demand or participate in the scheduled mediation shall pay the actual attorney's fees and costs incurred by the party seeking an order to compel mediation. The mediation will be held in San Diego, CA. The parties shall attempt to agree on the identity of the mediator, but if they cannot agree within 14 days after any party gives notice of its intent to proceed to mediation, then each party shall select a mediator. The two selected mediators shall select a third mediator to preside over the mediation. The mediation may not last longer than one full business day (approximately 8 hours) unless all the parties consent thereto. The parties will each pay one-half of the costs of mediation. Each party shall bear its own attorneys' fees in connection with the mediation. If the parties cannot resolve the dispute through mediation, any party may submit the dispute for resolution by litigation in a court of law in San Diego County. The parties hereto waive any objection to such jurisdiction based on forum non conveniens.