

TOUR PARTICIPANT INFORMATION

Tour participants are responsible for providing correct information regarding personal details. Planet Earth Adventures will not be responsible for costs incurred due to incorrect, incomplete or inaccurate information.

PAYMENT

The prices quoted are for cash, check, or money order. A non-refundable deposit of \$2,000 US per person is due within 7-days of booking. Your reservation is considered confirmed once we receive your payment. The balance of the tour price is payable to Planet Earth Adventures, LLC 90 days prior to departure. Failure to pay by that date entitles Planet Earth Adventures to cancel your booking without notice and without refund of the deposit. Prices quoted are in U.S. funds (unless otherwise specified) and all payments must be made in U.S. funds.

AMENDMENTS/TRANSFERS

If you wish to change your original arrangements, or transfer to another tour, you must notify Planet Earth Adventures, LLC in writing. Once Planet Earth Adventures receives your notice, and, subject to availability, the amendment or transfer will take effect. If you wish to transfer to another tour scheduled to commence within 12 months of your original departure date, the following charges will apply:

- If the booking is changed between the time of booking and 60 days prior to your original departure date, \$150 plus any applicable increase in airfare charges; or
- If the booking is changed within 60 days prior to your original departure date, charges levied in accordance with Planet Earth Adventures' cancellation fees will apply.

CANCELLATIONS

If it becomes necessary to cancel your tour, you must notify Planet Earth Adventures immediately in writing only. Once Planet Earth Adventures receives your written notice, cancellation will take effect. Please note that the following charges will apply on cancellation:

- If cancellation takes place from Booking to 91 days prior to departure, 100% of the deposit.
- If cancellation takes place between 90 and 31 days prior to departure, 50% of the tour price will be forfeited.
- If the cancellation takes place less than 30 days prior to departure, 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial credits or refunds will be given for services not used.

Planet Earth Adventures strongly recommends that you take out travel insurance, including cancellation insurance, upon booking.

HEALTH AND FITNESS REQUIREMENTS

Participants should be healthy and active and are strongly advised to follow our pre-departure fitness training recommendations. On receipt of your booking form, Planet Earth Adventures will send you a medical questionnaire which must be completed and returned to us as proof that you are fit enough to participate in the tour. If you are over 50 years of age, have a pre-existing medical condition, or are booked on a trip graded "challenging," "exploratory" or "high-activity" it is a requirement that this questionnaire be completed by your doctor. It is vital that participants with medical problems make them known to us well before departure. If you suffer from muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Medical services may be limited given the remote areas in which some tours operate.

If your condition requires that you have a special medical apparatus or assistance during your tour, we must be made aware of that at the time of booking in order to determine whether we can accommodate your needs. If you are using prescription drugs, please bring an adequate supply with you and keep them on your carry on luggage.

TOUR LEADERS

Our Tour Leaders take their responsibilities seriously and if a Tour Leader believes in his/her judgment that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this circumstance you will be offered the option of taking another tour considered suitable for you or a full refund. If during a tour the Tour Leader considers you should not participate further he/she may direct you not to continue and you must follow the Tour Leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances. Planet Earth Adventures reserves the right (at any time) to change the nominated Tour Leader for any tour. If this happens, Planet Earth Adventures will try to ensure that the alternative Tour Leader has expertise commensurate with that of the nominated Tour Leader. Any such change by Planet Earth Adventures will not give rise, for any reason, for you to cancel the tour and/or claim any expenses, loss or damage from Planet Earth Adventures which may be suffered in any manner whatsoever.

INSURANCE

We strongly recommend that you purchase trip cancellation/interruption insurance to protect your travel investment at the time of booking your reservation. This coverage will offset cancellation charges in the event of illness before or during the trip. Trip cancellation/interruption and baggage insurance is available at a supplemental cost. Details can be found in our website under "Insure my Trip" Tours generally take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Where necessary, evacuation can be prolonged, difficult and expensive. Medical and evacuation expenses will be the responsibility of the participant. For some trips, we require that you obtain enhanced medical insurance covering aircraft evacuation costs in the event of a medical emergency. Evacuation insurance is mandatory on some of the tours. Trip members are responsible for purchasing insurance and showing proof of such to Planet Earth Adventures. Personal travel insurance is not included in the tour price. Planet Earth Adventures strongly recommends that you take out travel insurance including cancellation insurance upon booking your trip.

DELAY, CANCELLATION, OR CHANGES

Planet Earth Adventures reserves the right to cancel any tour prior to departure (including, but not limited to by reason of too few people booking on any tour) in which case participants will be given a full refund. However, you will not be entitled to make any further claim for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, airport and airline taxes). If Planet Earth Adventures cancels any tour as result of the issuance of a travel warning (from any statutory or regulatory body) then Planet Earth Adventures will provide a refund to participants less the deposit and any third party costs directly or indirectly incurred by Planet Earth Adventures in relation to any pre-payments made by Planet Earth Adventures for the particular tour affected. If the travel warning occurs within 30 days of the date of departure, there will be no refund. Travel insurance may compensate you depending on the circumstances.

ROUTE CHANGES/POSTPONEMENT OR DELAY

Planet Earth Adventures may for any reason change the date of departure or the conclusion of the tour, or it is possible that a route change, postponement or delay (either in relation to departure or to the duration of the tour) may become necessary due to inclement weather, political

restrictions or any other cause. In the event of a change, postponement or delay, participants have no right to refund of the tour price (in whole or in part) or other compensation for any injury, loss or damage.

AIRLINE

This Booking Form, and these Terms and Conditions of Contract are not issued on behalf of, and do not commit, any airline whose services are used or proposed to be used in the course of the tour.

TOUR PRICES

Tour prices are based on ground costs, airfares and exchange rates at the time of printing this brochure. Planet Earth Adventures, LLC tries its utmost not to increase tour prices (in full or in part). However sometimes increases are outside of its control. Planet Earth Adventures reserves the right to increase tour prices (or any part) without notice at any time before and including the departure date to reflect increases in costs for reasons outside Planet Earth Adventures' control including, but not limited to: exchange rate fluctuations, increased fuel costs, airfares, airport charges, or increases in ground operator service fees. Any increase in tour prices must be paid for prior to the departure date.

EXCLUSIONS FROM THE TOUR PRICE

The following items are excluded from the tour price:

- a) Visa, passport and vaccination charges.
- b) Departure, airport and airline taxes.
- c) Extra meals not included in the itinerary.
- d) Laundry, postage, personal clothing, medical expenses, personal travel insurance and items of a personal nature.
- e) Emergency evacuation charges.
- f) Tips and excess baggage charges.

REFUNDS

Refunds will not be given for unused hotel rooms, meals, unused rental equipment, missed days due to late arrival or any other modified trip arrangements for any reason whatsoever. Trip/Tour costs quoted as a package and credits are not given for services not used.

DOUBLE OCCUPANCY

Land accommodations are based on double occupancy, unless otherwise indicated in the trip description or invoice.

SINGLE TRAVELERS

If you are a single traveler wishing to share accommodations, we will try to match you with a roommate. If no roommate becomes available, a single supplement will not be charged. If you request a single or private room, a single supplement will be charged.

ANIMAL ENCOUNTERS

Trip members must at all times follow the instructions of our guides and staff. Should an individual be overly confident, eager or reckless in approaching an animal the participant may be withdrawn from the trip. While we do our best, we cannot guarantee that we will see all the wildlife referenced in our trip specific marketing material.

RESPONSIBILITY/ WAIVER OF LIABILITY

Payment of my deposit represents my acceptance of the terms and conditions herein. To the extent permitted by law, I waive any and all claims I may now and in the future have against, and release from all liability, and agree not to sue, Planet Earth Adventures, LLC and its officers,

employees, guides, agents or representatives (collectively its staff), or the various Land Management Authorities who grant the license to operate the tour (the licensor), for any injury, loss, expense or damage sustained by me resulting from or in relation to my participation in the tour with Planet Earth Adventures due to any cause whatsoever, including, without limitation, negligence on the part of Planet Earth Adventures, its staff, or the licensor. I HEREBY RELEASE AND DISCHARGE PLANET EARTH ADVENTURES, LLC AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION I am aware that, except where Planet Earth Adventures operates as the service provider, Planet Earth Adventures acts only as agent for the owners, contractors and suppliers providing bus services, hotel accommodations, activities and all other travel related services. Planet Earth Adventures assumes no responsibility and will not be liable for any injury, loss, expense or damage (either direct or consequential) resulting from or in relation to such services. I accept all the usual and inherent dangers and risks of the proposed tour and the possibility of personal injury, death, property damage, or loss resulting from those dangers and risks. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the dangers and risks which may be incurred by travel and activities beyond the safety of life at home or at work, and those dangers and risks contribute to such enjoyment and excitement, being a reason for my participation. These risks and dangers include but are not limited to: physical exertion which I may not be prepared for; extreme weather; remoteness from medical services and evacuation facilities; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance that are not operated/maintained to standards common in the U.S.; high altitude, adequacy of medical attention; consumption of alcoholic beverages. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH. I acknowledge and agree that if I suffer any illness, Planet Earth Adventures can, at my cost, arrange such medical treatment and emergency evacuation as it or its staff deems necessary for my health, safety or both. I also acknowledge and confirm that:

- a) I am not relying on any representations by Planet Earth Adventures, its staff, or any other inducement or coercion to participate in this tour; hence I choose to participate of my own free will;
- b) I am over 18 years of age.
- c) I have read and understood these Terms and Conditions of Contract, the Booking Form and agree that their provisions will be binding on me and my heirs, next of kin, executors, administrators, all minors under the age of 18 traveling with me, and their successors.
- d) It is my intention to fully assume all the risk of travel and to release Planet Earth Adventures from any and all liabilities to the maximum extent permitted by law.

If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

GOVERNING LAW

The Terms and Conditions of Contract are governed by the laws of Alaska. In the event of a legal dispute, I consent to the following conditions:

- a) The dispute of any claim or cause of action against the Company shall be the state or federal courts located in the Municipality of Anchorage, Alaska United States of America, only.
- b) The dispute will be governed by Alaska law.
- c) The maximum recovery will be the land cost of my trip with Planet Earth Adventures.

SATELLITE PHONE & GLOBAL POSITIONING DEVICES

In addition to global positioning devices and a satellite telephone, we also bring multiple emergency position indicating radio beacons. EPIRBs transmit a distress signal to overhead satellites and allow search and rescue personnel to pinpoint the location of the signal. Trip members may be shown how to activate these devices, however, they are only to be used in case of life-threatening emergencies. Significant discomfort or inconvenience does not merit triggering the device. Search and recovery personnel would arrive by helicopter and would retrieve the people and abandon all equipment. If a trip member were to set off an EPIRB when not deemed necessary by the authorities, that person would be responsible for both the significant cost of the rescue plus the cost to replace any abandoned or lost equipment.

ITINERARY

Our itineraries are intended as an example only. Participants should allow for flexibility due to changes in weather, natural history or cultural events, or other logistical arrangements deemed necessary by Planet Earth Adventures or our staff. While every effort will be made to adhere to the planned itinerary, it must be realized that with this type of adventurous travel to inhospitable regions impacted by severe and unpredictable weather and ice conditions. Many of our camps and the animal populations we seek are far from any one town's landing strips and may in fact be equidistant to another town. Should it be decided that animals are better

accessed from a different point or region, changes of itinerary may include a change of destination.

IMAGES & WILDLIFE

Marketing materials contain photographs that depict typical locations, scenes and animals that may be viewed on a Planet Earth Adventures trip. Imagery may not be a specific representation of the equipment we may use, animals we may see or weather conditions we may experience. The sightings of wildlife on the trip can vary and are not guaranteed.

PHOTOGRAPHY

Planet Earth Adventures, LLC reserves the right to take photographic records on trips for promotional purposes, and travelers grant Planet Earth Adventures express permission to use their images for such purposes.

GROUP SIZE

The maximum number of participants per group does not include the trip leaders, guides, camp staff or trip medic (if applicable). Should only one space remain on a trip, it is our policy to accept two persons traveling together, even if it exceeds the stated trip maximum. Planet Earth Adventures may host multiple groups operating independently from a common base camp with separate guides. Such groups are typically scientists or filmmakers on longer term projects but may include other tour groups.

SIGNATURE

All participants are required to complete this Booking/Reservation Form (which outlines the basic terms and conditions related to your booking/trip) and a Liability Release/Medical Form (release and assumption of risk form). Please read these documents carefully before booking your trip to ensure you are comfortable with the terms and conditions in these documents. The Reservation Form must be completed at time of booking. The Liability Release / Medical Forms must be completed within 90 days of the trip departure date. Participation on any trip will be declined in the absence of the signed and completed Liability Release Form and Booking Form, with no refund. No modifications to the terms of the Liability Release and Assumption of Risk as outlined in the Liability Release Form will be accepted.

Your signature below signifies your acceptance of the Trip Leader's authority to make decisions affecting the group or individuals. For instance, such leader may require an individual to leave the group if he/she believes that person's health is at risk, if an illegal act is committed, or their behavior becomes detrimental to the safety, enjoyment or well being of the group. Should Planet Earth Adventures, LLC., or anyone acting on their behalf be required to incur legal fees and costs to enforce this agreement, the enrolling trip participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs. This agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of the State of Alaska applicable therein. In the event a lawsuit is filed, the enrolling participant(s) agree(s) to do so solely in the Municipality of Anchorage in the state of Alaska in the United States of America.

Upon making an advance payment, or any part of full payment for a reservation for a Planet Earth Adventures trip, the undersigned acknowledges and confirms that he or she, having read and understood these Terms and Conditions in their entirety, agrees (i) to be bound by all of the terms hereof, (ii) confirms that these Terms and Conditions will be binding on his or her heirs, next of kin, executors, administrators and successors, and (iii) that this is the entire understanding between myself and Planet Earth Adventures, LLC., and cannot be modified or changed in any way by any statements or representations by myself or by Planet Earth Adventures, LLC.

Participant Signature: _____

Date: _____

Print Name: _____

Parents and/or legal guardians must sign for participants under the age of 18.

VOLUNTARY PARTICIPATION

I acknowledge that I have voluntarily applied to participate on this trip and that I have read the description of the trip as it appears on the website together with all information contained in this Booking Form and I have read the Terms & Conditions of this trip. I am voluntarily participating in this trip with the knowledge of the hazards involved.

WARNING

There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, including but not limited to hiking, fishing, wildlife viewing, the use of watercraft (referred to herein as "activity" or "activities"), and the use of any related equipment. In consideration of the services of Planet Earth Adventures LLC, its agents, owners, officers, directors, volunteers, participants, employees and all other persons or entities associated with or acting in any capacity on their behalf, I acknowledge and agree to the following:

INDEPENDENT CONTRACTORS

I acknowledge that Planet Earth Adventures LLC, may at times use independent contractors to provide services such as transportation and guiding. I understand that Planet Earth Adventures LLC does not retain control over these contractors and is not liable for their acts or omissions whether negligent or willful.

ACKNOWLEDGMENT OF RISKS

I acknowledge that the same elements that contribute to the unique character of an activity can be causes of loss or damage to my/our equipment, accidental injury, illness, or even permanent trauma or death.

The following describes some, but not all, of the inherent risks of activities: 1) Falling; 2) Cold weather and heat related injuries and illnesses including hypothermia, heat exhaustion, heat stroke and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 4) River or stream crossings; 5) Travel to or from the activity; 6) Risks associated with crossing, climbing or down climbing of rock, snow and/or ice; 7) Equipment failure and/or operator error; 8) Risks typically associated with watercraft including change in water flow or current; submerged, semi-submerged and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning; 9) My sense of balance, physical coordination, and ability to follow instructions; 10) Attack by animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities.

I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I agree to assume responsibility for the risks identified herein and those risks not specifically identified. I certify that I am (we are) physically and mentally capable of participating in this activity. My/our participation in this activity is purely voluntary. Therefore, I assume full responsibility for myself and any minor children for whom I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and any related expenses. I acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness, my/our reaction time may be diminished and the risk of accident increased. I acknowledge that basic safety precautions may include wearing a U.S. Coast Guard approved personal flotation device while in or upon any watercraft.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, drowning, and/or death.

MEDICAL AUTHORIZATION & FINANCIAL RESPONSIBILITY

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in activities. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

BINDING INDEMNIFICATION

I agree to defend, hold harmless and indemnify Planet Earth Adventures LLC, from any claim, liability, loss, damages or expenses resulting or arising from a claim brought by a fellow participant, rescuer, or any other person for loss or damage caused by my conduct. In the event Planet Earth Adventures LLC or anyone acting on its behalf is required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

CHOICE OF LAW & VENUE

Any dispute between Planet Earth Adventures LLC and me and/or my heirs, successors, parents or guardians resulting or arising from this agreement, activities or any information and/or literature concerning activities shall be resolved exclusively in the State of Alaska. Such proceedings will be governed by substantive Alaska law. If I have a legal dispute which cannot be settled through discussions between parties, I will attempt to settle the dispute first through mediation before a mutually acceptable mediator in the State of Alaska. I further agree to pay all costs and attorney's fees incurred by Planet Earth Adventures LLC in defending a claim or suit if the claim or suit is withdrawn or to the extent a court or arbitrator determines that Planet Earth Adventures LLC is not responsible for the loss.

SEVERABILITY CLAUSE

If any part of this agreement is deemed unenforceable by an arbitrator or court of competent jurisdiction, all other parts shall be given full force and effect.

RELEASE OF LIABILITY

I have read, understand and accept the terms and conditions of this agreement. By signing this document, I for myself, and for any minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby agree and promise to accept and assume all of the risks of the activities in which I/we will participate. I agree to release, discharge, indemnify and hold harmless Planet Earth Adventures LLC, from any and all claims, liabilities and losses asserted by or on behalf of me arising from or related to my participation in the activities. This release includes property loss, personal injury, illness or death claimed to be caused in whole or in part by the negligence of Planet Earth Adventures LLC arising from or related to the activities and risks noted above and those not specifically mentioned.

Participant Signature

Date

Parents and/or legal guardians must sign for participants under the age of 18