

LIABILITY RELEASE

This Agreement is important. The Agreement includes terms and conditions and releases Knowmad Adventures, Inc., doing business as Knowmad Adventures and Knowmad, from liability.

RELEASE FROM LIABILITY.

Knowmad Adventures, Inc., is defined to include its employees, shareholders, subsidiaries, affiliates, officers, directors, representatives and agents. It does not own or operate any entity which provides goods or services for your trip including, for example, lodging facilities, bus, plane, train, kayak, yacht or other transportation companies or devices, food service providers, equipment suppliers, etc. All such persons and entities are independent contractors. I understand and agree that, as a result, neither Knowmad Adventures, Inc. nor any third party is liable for any act or omission including and without limitation for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned

by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or condition of transportation, dangers incident to recreational activities such as swimming, kayaking, canoeing, rafting, hiking, horseback riding, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause. I release Knowmad Adventures, Inc., from its own negligence and assume all risk thereof.

Knowmad Adventures, Inc., may take photographs or video of its trips and trip participants grant Knowmad Adventures, Inc. permission to do so and to use them for promotional or commercial purposes without

review, payment or any compensation to participant.

ASSUMPTION OF RISK.

I am aware that adventure travel such as that I am undertaking involves hazardous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, the acts or omissions of Knowmad Adventures, Inc., or other persons and companies known or unknown, or by conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to participate in this adventure travel trip I accept the risks and uncertainty involved as an integral part of my adventure. I knowingly accept and assume full responsibility for any and all risks of illness, injury or death and release and hold harmless Knowmad Adventures, Inc., and any third parties.

VOLUNTARY PARTICIPATION.

I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to). I am voluntarily participating in this trip with knowledge of the hazards involved.

ARBITRATION.

I agree that in the unlikely event of any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration in Minneapolis, Minnesota according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Minnesota law. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

BOOKING TERMS & CONDITIONS

WHAT YOUR TRIP INCLUDES

- Pre-trip services
- Expert leadership and guiding
- Accommodations as indicated in detailed itinerary and based on double occupancy
- Local excursions as indicated
- Airport transfers as indicated in detailed itinerary
- Backcountry field arrangements as necessary
- Some equipment for adventure excursions
- Ground transportation and support vehicles
- Additional guides and porters as needed
- Entrance fees and permits
- Alcohol as indicated on select itineraries
- All meals as indicated in detailed itinerary (B-breakfast, L-lunch, D-dinner)

Each trip varies slightly, so call 1 877 616 8747 to speak with us or refer to your trip itinerary.

WHAT ISN'T INCLUDED

- International and domestic airfare unless otherwise indicated (our travel experts can help you arrange your flights through a third party flight provider, but airfare is a separate cost)
- Visa, passport, departure/arrival and excess baggage fees
- Trip insurance
- Medical Insurance
- Activities denoted by an asterisk and listed as optional
- Personal items

SINGLE SUPPLEMENT

Accommodations are based on double occupancy. If you prefer single accommodations you must pay a single supplement fee, which is listed in the trip itinerary. If you are traveling alone and wish to share accommodations, we will try our best to find you a roommate of the same gender.

Should no one be available at the time you register, the Single Supplement is payable and you will be invoiced accordingly. If a roommate is found prior to departure, this fee will be refunded.

BOOKING AND PAYMENT SCHEDULE

A 30% deposit, along with the signed and completed Registration Forms will reserve your Knowmad Adventures trip.

Payment Schedule as Follows:

Time of reservation.....30% Deposit
45 days prior to departure.....Balance

Deposit amounts and payment schedules can vary because additional requirements set forth by local lodges, cruises, etc. take precedent. Deposit amounts and payment structure outlined on your trip proposal documents, also called itinerary or detailed itinerary, supersedes all other information. Payment can be made in the form of credit card, cash, check, money order or bank transfer. If your trip departure is

within the next 45 days, full payment is due to confirm. If your trip departs within 15 days of booking, payment is required by credit card in full.

CANCELLATIONS & REFUNDS

At the time we receive written notice that you must cancel your trip, the following fees will apply based on land cost per person/per trip (all dates are from departure date):

Days Prior to Departure.....Fee
From time of reservation until final payment due date.....Deposit
After final payment due date.....100% of Land Cost

Please note that some trips carry a different cancellation schedule. In this case, that cancellation policy supersedes the information above. Clients are strongly advised to purchase cancellation insurance at the time of making the booking, as this will cover cancellation charges in certain

ADDITIONAL BOOKING TERMS & CONDITIONS

<< Continued from pg. 3

circumstances. Payments due at the time of cancellation remain the responsibility of the client. Knowmad Adventures cancellation policy supersedes that of its subcontractors, including but not restricted to lodges and cruises.

CANCELLATION BY KNOWMAD ADVENTURES

Knowmad Adventures, Inc. reserves the right to cancel any trip due to inadequate sign-up or other cause that makes the trip unfeasible for us to operate, but we will inform you at least 45 days prior to departure. In such a case, the client may choose a full refund of the Land Cost or an alternative trip. If the alternative trip chosen by the client is of lesser or greater value than the tour originally booked then the client will be entitled to a refund of the price difference or be required to pay the price difference. Knowmad Adventures, Inc. is not responsible for additional expenses incurred by members preparing for the trip (e.g. nonrefundable "Advance Purchase" air tickets, visa fees if applicable, clothing, equipment, medical expenses).

UNUSED SERVICES

No partial refunds are possible for unused services including hotel rooms, air or land transport, trekking or excursion days, or other sight-seeing excursions.

PRICES, SURCHARGES & BROCHURE VALIDITY

As we publish our prices more than a year in advance, we may occasionally be faced with significant cost increases due to factors over which we have no control. As such, we reserve the right to impose surcharges or price increases due to unfavorable exchange rates, increases in transport costs, taxes, increases in the cost of services, or if government action should require us to do so. If any surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums the client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Prices and dates on the website are only indicative.

MEDICAL & HEALTH

Good physical and mental health is essential for the enjoyment of these trips. By forwarding the deposit, the client certifies that he/she does not have any physical or other conditions that would create a hazard for himself/herself or other travelers. Medical conditions will not be considered as exceptions to the cancellation policy.

FLEXIBILITY

Trip itineraries as stated for each tour are simply an indication of each trip's events and what the group may realize, and are not a contractual obligation. The client acknowledges that the nature of this type of travel requires significant flexibility and should allow for changes. The client understands that the amenities, type of transport, route, schedule, and itinerary may change without prior notice due to events or local circumstances, which may include but are not limited to mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing issues and other unforeseeable events.

CHANGES BY KNOWMAD ADVENTURES

Knowmad Adventures does its best to operate all trips as advertised, however reasonable changes may be made to itineraries where considered necessary. Knowmad Adventures reserves the right to change any of the services and facilities described in the trip descriptions before a booking is made. If such a change is made, the client will be informed at the time of booking. If Knowmad Adventures makes a major change (a major change is defined as one that affects one day in a five day itinerary) after a client has booked, the company will inform the client as soon as possible if there is time before the departure. If the major change is due to force majeure or unforeseen circumstance, no refund or compensation is payable.

RESPONSIBILITIES OF TRIP MEMBERS

Trip members have certain responsibilities to Knowmad Adventures and other trip members. The client must at all times comply with the laws, customs, foreign exchange and drug regulations of the countries visited. At all times the decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well

being of the group or individual travelers.

Should the client fail to comply with the above or jeopardize the well being of others or the group, then the local guide or local supplier may order the client to leave the trip without recourse to any refund.

TRAVEL DOCUMENTS

The client is responsible for obtaining and possession of a valid passport and all visas, permits, and vaccination certificates and other documents or immunizations required for the entire trip. Any information or advice given by Knowmad Adventures, Inc. on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility or liability on the part of Knowmad Adventures, Inc.

CLAIMS AND COMPLAINTS

If a client has a complaint against Knowmad Adventures, Inc., the client must first inform the local guide/supplier while on the trip in order that the guide/supplier can attempt to rectify the issue.

INSURANCE

It is the responsibility of the client to obtain personal insurance and medical that covers the client while traveling. This insurance must cover at a minimum personal accident, medical expenses, air ambulance, evacuation, loss of effects, repatriation costs and all other expenses which may arise as a result of loss, damage, injury, delay, or inconvenience occurring to the client. It is compulsory that all clients have travel related medical insurance. When the client purchases travel insurance arranged by Knowmad Adventures, Inc. the client acknowledges that he or she is satisfied with the levels of insurance arranged by us. If the client does not purchase insurance recommended by Knowmad Adventures, Inc., the client understands that the price of the trip does not include any insurance. When obtaining travel insurance from a source other than the recommended by Knowmad Adventures, Inc., the client must make certain that the insurer is aware of the type of travel that the client will be undertaking. Cancellation insurance is also highly recommended but not required (ask us about supplemental insurance). If you choose to decline this protection, you are assuming any financial loss with your travel arrangements.

PHOTOGRAPHY

Knowmad Adventures, Inc. may take photographs and/or video of its trips and participants grant Knowmad Adventures, Inc. permission to do so and for it to use them for promotional or commercial use without payment or any compensation to the client.

AIRLINES & FLIGHTS

Knowmad Adventures, Inc. is not responsible for financial loss incurred if client purchases flights that do not align with their itinerary. The responsibility of Knowmad Adventures, Inc. in respect to air travel is limited by the airlines conditions of carriage. Knowmad Adventures, Inc. is not able to specify the type of aircraft to be used by any airline. In addition, Knowmad Adventures, Inc. is not responsible for losses due to cancelled flights or seats or changed flight itineraries. The client cannot cancel the contract with Knowmad Adventures, Inc. without penalty due to a change of airline, aircraft type or destination. Knowmad Adventures, Inc. is not responsible for any airline penalties or fees resulting from changes or trip cancellation once airline tickets have been issued. If due to unforeseen circumstances your trip should be delayed or cancelled, please bear in mind that many airfares carry major restrictions and in many cases are nonrefundable; may only be valid on the carrier listed (i.e., non-endorsable); may require advance purchase; may only be valid for specific travel dates or times; and/or may involve traveling by an inconvenient route.

CONTRACT

To make a booking, the client must complete the Registration Form, sign the Liability Release and pay the required fees. The person(s) listed on the Registration Form are referred to as the "client" in this document. All clients will be bound by the conditions in this document. All bookings are made with Knowmad Adventures, Inc., dba Knowmad Adventures and Knowmad, which sells the trips described in the Knowmad Adventures, Inc. brochure and website. No person has any authority on Knowmad Adventures', Inc. behalf to vary these booking conditions. The service to be provided is the trip(s) referred to in Knowmad Adventures', Inc. brochure, website and discussed with its agents.