

INDIANA AUDUBON TERMS AND CONDITIONS

Texas Rio Grande Valley Tour 2020

We believe it is best to begin with a clear written understanding of our respective responsibilities and obligations. Please read the entire document and select "I/we have read and understood these terms and conditions" to continue with the booking process. If you prefer, you can request a paper booking form, fill it out, sign it, and return it by fax or mail. We will not consider your booking confirmed until we receive both your completed booking form and your deposit (or full payment for late bookings). If you have any questions, please feel free to contact us by e-mail at bbumgardner@indianaaudubon.org or by phone at (219)-928-6905 (US & Canada) INDIANA AUDUBON SOCIETY undertakes to create a trip itinerary, to provide a trip leader to guide expeditions, and to arrange for all travel services and accommodation. INDIANA AUDUBON SOCIETY reserves the right to substitute other suppliers of arranged services, and to alter the itinerary when deemed necessary or advisable. The passage contract used by the airline shall constitute the trip participant's sole contract regarding international air travel and is not a contract with INDIANA AUDUBON SOCIETY.

TRIP PRICE

The price of the trip includes all accommodation, ground transport as required by the itinerary, tour materials and the service(s) of a leader, entrance fees to parks and reserves mentioned on the itinerary, as well as meals as indicated on the final itinerary. Exclusions to prices are noted on your itinerary or are designated as optional activities. The price represents a complete package; itemization of individual costs is not available. Not included are flights between your home and the tour's starting and ending destinations. Travel expenses such as departure taxes, passports, visas, immunizations, insurance, medical costs, evacuation, optional excursions, room service, minibar, laundry, excess baggage, telephone calls and expenses of a purely personal nature are not included. Any expenses arising from the delay, disruption or extension of a trip due to causes beyond INDIANA AUDUBON SOCIETY'S control are not included. Tips to the Indiana Audubon Society tour leader are not included. If you have questions about what is or is not included in your tour, please do not hesitate to contact us. A special note on trip reports: Our guides write trip reports for many of the tours, but due to time constraints, busy schedules, and other reasons, a trip report cannot be produced for every tour. Indiana Audubon Society cannot guarantee that a trip report will be written for any tour.

TRIP PRICE INCREASE

Due to a variety of possible circumstances beyond our control, the total trip cost is subject to change, although this is only as a last resort. Participants will be notified if any changes to the trip cost will be incurred. INDIANA AUDUBON SOCIETY tries its best to anticipate the rising costs of service in every country it operates, but when unexpected increases occur we will reserve the right to increase our price by 10% of the tour price. If greater increases are necessary, participants will be allowed to withdraw from the tour without cancellation penalty. If you wish to avoid the cost of a single room (single supplement), we will attempt to find a roommate for you, but please be aware that this is not always possible, and if we are unable to find a suitable roommate for you, you will be required to pay the single supplement. Please note rooming preferences will be honored to the best of our ability, but not guaranteed. In some locations, such as remote field stations or very small lodges, single rooms may not be available, and sharing arrangements need to be accommodated. Whenever INDIANA AUDUBON SOCIETY is aware of these situations, participants will always be informed prior to booking. When unexpected sharing must occur (particularly in remote locations where communication is difficult) the lack of availability at a

particular hotel or lodge is usually not notified to us in advance and is only discovered on arrival. Under these circumstances, your leader(s) will do their best to accommodate the group's preferences.

RESERVATIONS and PAYMENTS

To secure your reservation, we require a deposit as well as the signing of the booking form including the assumption of risk and liability release, either electronically or handwritten on a paper form. DEPOSITS ARE NON-REFUNDABLE IF YOU DECIDE TO CANCEL YOUR TOUR. If INDIANA AUDUBON SOCIETY cancels a tour, deposits are almost always refundable; please refer to the section on CANCELLATIONS below. INDIANA AUDUBON SOCIETY reserves the right to refuse or decline bookings for any reason whatsoever, at its sole discretion. A booking is accepted only from the date that INDIANA AUDUBON SOCIETY has confirmed acceptance in writing and received your booking form and payment. Only at this point does the contract between the participant and INDIANA AUDUBON SOCIETY come into existence. If payments are not received according to the payment schedule outlined in the invoice, INDIANA AUDUBON SOCIETY reserves the right to treat these bookings as canceled and charge cancellation fees as outlined in this booking form. For tours to all international destinations, the full balance is due 90 days prior to the starting date of the tour. Payments for bookings made less than 90 days prior to departure are due in full at the time of booking. We accept payments by check, bank draft, or bank-to-bank (wire) transfer. Credit cards payments may require additional credit card processing fees and must be paid by participant if this is the preferred method of payment. All checks must be in US dollars and drawn on a US bank. For payments by wire transfer, you must instruct your bank to cover all bank charges involved in sending the wire. In many instances, an intermediary bank will deduct additional charges, which are deducted from the total that is transmitted to our account. If this is a small amount (US\$25 or less), we will absorb it, but if the charges are more than US\$25, INDIANA AUDUBON SOCIETY will invoice you for the charges.

INSURANCE

All trip participants are responsible for their own personal travel insurance to cover accident, medical expense, evacuation, repatriation, and loss of effects. We suggest you check your health policy to determine if it provides any overseas coverage (most do not). In addition, we strongly recommend trip cancellation/interruption coverage. We cannot stress how important this is to protect your investment. Please note that most traveler insurance companies require policies to be purchased within a short period following booking, depending on the insurer, so bear this in mind when booking and applying for travel insurance.

CHANGE OF ITINERARY or LEADER

INDIANA AUDUBON SOCIETY reserves the right to make tour changes if the need should arise due to unforeseen circumstances or for safety reasons. If the trip leader/guide determines it is best to deviate from the activities described in the trip program, he/she will make reasonable efforts to substitute an activity of comparable interest and satisfaction to the trip participants. If significant changes are necessary prior to the start of any tour, participants will be informed. If a change of itinerary or operation mode is imposed upon us for any reason, such as airline strikes, weather or political unrest, the additional costs, whatever these may be, shall be the participants' responsibility. Finally, INDIANA AUDUBON SOCIETY reserves the right to reassign or substitute any of its leaders to any tour.

GROUP SIZE

A suitable maximum group size to enjoy a tour will depend very much upon the location and type of habitats visited. The tour pages on the Indiana Audubon Society website state the maximum group size for each tour, or you may contact us and ask. All but a very few of our tours are limited

to 8-12 participants and one leader. When there are more than 12 participants a second leader will be provided at no additional charge.

MEDICAL CARE

All applicants with medical problems that could interfere or limit participation in the tour, or with communicable diseases, are required to make them known to us. The trip leader/guide has the right to disqualify anyone at any time from certain activities, if he/she has reason to believe that the person is not capable of safely participating in the activity. INDIANA AUDUBON SOCIETY makes no representation that there will be a doctor on any trip, and we assume no liability whatsoever regarding provision of medical care. If a participant is injured or becomes ill, INDIANA AUDUBON SOCIETY or the trip leader/guide may, at the participant's cost, arrange medical evacuation or other emergency services.

RESTRICTIONS AND PARTICIPATION

Our tours do not normally entail very strenuous activity but, if this cannot be avoided, it will be made clear in the tour details. Nevertheless, participants must be able to complete moderate walks of several miles a day, sometimes on uneven or slippery surfaces, to participate fully in the activities of the tour. To cater for the needs of all clients, our tours sometimes involve long days in the field and traveling long distances.

AUTHORITY OF TRIP LEADER/GUIDE

Please let the trip leader/guide know of any problems or dissatisfaction; he/she will usually be able to remedy the situation. If a schedule change is necessary, he/she will ordinarily consult with trip participants. However, on matters relating to the safety and proper conduct of the trip, the leader's decision is final. INDIANA AUDUBON SOCIETY accepts no responsibility for a participant who breaks the laws or regulations of any country visited, who is judged detrimental to the safety or welfare of others on the trip, or whose behavior impedes the operation of the trip or the rights, welfare or enjoyment of other trip participants. Such a person may be asked to leave the trip and INDIANA AUDUBON SOCIETY shall not be liable for any additional expenses incurred by a person excluded from further participation on a trip, including, but not limited to, ground costs and airfares.

TRAVELER'S RESPONSIBILITY

Trip participants' responsibilities include: selecting a trip appropriate to their interests and abilities; determining that destinations and activities are appropriate for them; determining that they are in sufficient health and fitness to undertake the trip and activities along the way; acquiring necessary passports, visas and immunizations; securing adequate insurance coverage; bringing appropriate clothing and equipment; passing through customs. Participants are responsible for the fate of all personal belongings they choose to bring on the trip.

DOCUMENTATION

For tours outside of your country of citizenship, a passport valid for six months after the date of completion of your international travel is required for all trips. Many countries require foreign visitors to obtain a visa before they can enter the country. It is the responsibility of the traveler to determine their visa requirements for all destinations and countries visited within a tour, though INDIANA AUDUBON SOCIETY can help you with this upon request.

CANCELLATION BY TRAVELER

We require written notice of cancellation (email or fax), which is effective upon receipt by us. If you need to cancel your booking, you must inform us immediately via email or fax and we will confirm your cancellation. Based on the date that we acknowledge your cancellation notice,

cancellation fees will apply per person. This policy and fee schedule also applies to pre-trip and post-trip extensions as well as any transfers from one tour extension to another. For cancellations of all other tours received 60 days or more prior to the first day of the tour, your cancellation fee will be your deposit. For cancellations of all other tours received 59 days or less prior to the first day of the tour, your cancellation fee will be the full cost of the tour. Please note that bank charges may be deducted from the refund you receive. INDIANA AUDUBON SOCIETY cannot waive or reduce cancellation fees, so it is highly recommended that you purchase a trip cancellation/interruption insurance.

CANCELLATION BY INDIANA AUDUBON SOCIETY

We always try to run a tour, and sometimes at a loss, even if few people have signed up. Certain tours are designated as “guaranteed departures” which means they will never be cancelled due to insufficient bookings. Trip cancellations by Indiana Audubon Society are a matter of last resort. However, we simply cannot run some tours without a minimum number of bookings, and if we fail to reach that number we will be forced to cancel the tour. If this should happen, you will receive a full refund of any payment made. Participants should note that the cancellation of a pre- or post-tour extension due to insufficient participation, or any other reason, does not alter your rights and obligations with respect to the main tour. INDIANA AUDUBON SOCIETY’S responsibilities are limited to ground services only. Airfares may not be refundable from airlines, so we strongly advise tour participants to obtain travel insurance.

TOUR ANNULMENT DUE TO CIRCUMSTANCES BEYOND INDIANA AUDUBON SOCIETY’S CONTROL

If a tour cannot commence due to circumstances beyond our control, including but not limited to technical or maintenance problems with transport, changes imposed by rescheduling or cancellation by air or sea carriers, government action, industrial dispute, war or threat of war, civil strife, terrorist activity, riot, natural or man-made disaster, severe weather conditions, or any situation considered threatening to the safety of our participants and/or staff, the tour will be annulled. In the event of an annulment, then INDIANA AUDUBON SOCIETY will refund all payments minus all expenses incurred by us. Where non-refundable prepayment has been made by INDIANA AUDUBON SOCIETY, most of the tour costs will not be refundable. In these instances, documentation will be provided by Indiana Audubon Society to allow participants to make a claim on their travel cancellation/interruption insurance. Keep in mind that many travel insurance policies will not cover civil unrest however. Also note that we cannot be responsible for any airline cancellation fees or other travel expenses you may face if the tour you signed up for is disrupted. For this reason, we strongly advise tour participants to obtain travel insurance.

IAS Trip Terms and Conditions Acknowledgement

Name

Date

Name

Date