

## BOOKING TERMS AND CONDITIONS

*Read this agreement thoroughly and carefully before booking a trip with us.  
It is a legally binding contract.*

All Jodi Morris Ventures are fully governed by these terms and conditions (the "Agreement"). This Agreement constitutes the entire understanding and agreement between the traveler and Jodi Morris Ventures LLC, a New Mexico company, with respect to any and all bookings, reservations, tours or transactions made with Jodi Morris Ventures (also "we," "our," or "us"). By booking a venture ("Trip") with Jodi Morris Ventures, paying a deposit for the trip, signing this Agreement, or participating in Jodi Morris Ventures, the traveler (referred to as "You" or "Your") accepts this Agreement in its entirety on the traveler's own behalf and on behalf of all persons listed on the booking, including any minor under the traveler's custody, care or control and direct us to perform services for each and every traveler (included in "You" or "Your" under this agreement).

### RESERVATIONS, ACCEPTANCE OF BOOKING, AND PAYMENT

A booking is not accepted, and there is no contract for services between us, until the required deposit is paid and you receive written confirmation from us. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below. No traveler will be permitted on the Trip without payment in full being received by Jodi Morris Ventures.

### DEPOSITS

For bookings made more than 60 days prior to the advertised date of commencement of the Trip (the "Trip Start Date"), a non-refundable deposit of at least \$1000 of the total price of the Trip is required at the time of booking. Payment of the remaining amount is due no later than 60 days prior to the Trip Start Date. **Failure to do so may result in the cancellation of Your booking without refund.**

For bookings made 60 days or less prior to the Trip Start Date, full payment of the total price of the Trip is required at the time of booking. Such payment is non-refundable.

Note that we use a third payment processing company to receive and process credit card payments for your Trip. We do not receive or store your full credit card payment details.

### RESPONSIBILITY

All bookings are made with Jodi Morris Ventures. However, Jodi Morris Ventures may use the service of agents, affiliates and/or third-party suppliers for various services provided for or associated with Your Trip, including but not limited to lodging, meals, transportation, sightseeing, and activities connected to Your Trip ("Supplier" or Suppliers"). You acknowledge that You are aware and clearly understand that these Suppliers are independent contractors, are not managed or controlled by us, and are not our agents or employees. A Supplier's services are subject

to the Supplier's own terms and conditions, and the local laws and regulations of the relevant country. We will not provide any refund for a Supplier's delay cancellation, overbooking, or strike. You acknowledge and agree that Jodi Morris Ventures is not responsible for and cannot be held liable for any negligent or willful act or failure to act of any Supplier, or of any other person or entity.

Airlines, railways, car services, shipping companies, hotels, and other common carriers and suppliers have their own booking conditions or conditions of carriage, and You will be bound by these as far as the relevant common carrier or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. In addition to all other limitations of liability herein, Jodi Morris Ventures' liability will be limited to and shall not exceed that of its suppliers. You are precluded from making a double recovery by making the same claims and seeking the same recovery against Jodi Morris Ventures and its suppliers.

### **CANCELLATION AND CHANGES**

To cancel your booking, you must submit your request to us in writing by email [Jodi@JodiMorris.co](mailto:Jodi@JodiMorris.co) to the following schedule, based on the date we receive your written notification, not when you send it or notify us by phone.

(a) Cancellation and Changes by You: Should You decide to cancel Your Trip, payments made to Jodi Morris Ventures are non-refundable. No changes will be permitted 60 days or less prior to the Trip Start Date. However, if you request to cancel more than 60 days prior to the Trip Start Date and at the time of cancellation you have fully paid for your Trip, Jodi Morris Ventures will refund Your total payment, less the non-refundable \$1000 Trip deposit. If you request to change your booking more than 60 days prior to the Trip Start Date, Jodi Morris Ventures may at its sole discretion allow You to apply money paid in connection with Your booking to a different Trip.

(b) Cancellation and Changes by Jodi Morris Ventures: If Jodi Morris Ventures cancels or changes the dates of Your Trip for any reason other than a Force Majeure Event as defined in this Agreement, You will be entitled to a refund for all payments made to Jodi Morris Ventures in connection with the Trip less any non-refundable deposits. Jodi Morris Ventures is not obligated to provide refunds if it cancels or changes the dates of Your Trip due to a Force Majeure Event.

In case of cancellation of your Trip, Jodi Morris Ventures may at its sole discretion offer You the option to transfer Your booking to a different Trip in place of a refund. Changes by Jodi Morris Ventures to the itinerary of Your Trip will not trigger entitlement to refund or rebooking. Jodi Morris Ventures reserves the right to alter any itinerary in progress or service at any time without penalty to Jodi Morris Ventures. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors.

If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.

Notwithstanding any other provision of this Agreement, Jodi Morris Ventures, its affiliates, agents, and representatives reserve the right to decline or cancel Your booking at their sole discretion. Jodi Morris Ventures reserves the right to cancel Your booking without refund upon discovery of Your breach of the representations, warranties, terms or conditions of this Agreement.

Under no circumstances will Jodi Morris Ventures be liable for costs, fees, or losses associated with Your travel to and from the Trip incurred due to cancellation or change of your itinerary. **It is strongly recommended You obtain travel insurance coverage for trip cancellation, interruption, and curtailment.**

**"No Shows"**: If you are a "no show," we shall be entitled to treat your reservation as canceled without having given us any notice and 100% of the total Trip price will be forfeited.

**\*IMPORTANT NOTE REGARDING OTHER CANCELLATION COSTS:** Cancellation and transfer schedules for some trips are more strict; consult your itinerary for any special cancellation terms, which also apply. Further, any non-refundable deposits made to third-party suppliers and third-party cancellation fees will be subtracted from any refunds due under this section.

#### **UNUSED SERVICES**

There will be no discounts or refunds for missed or unused services or portions of the Trip (e.g., unused meals, hotel rooms, transfers, etc.), including Your voluntary or involuntary termination/ departure from a Trip for any reason, including but not limited to sickness, late arrival, or premature departure. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, airline default, strikes, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, **we strongly suggest that you secure comprehensive trip cancellation and interruption insurance in order to participate on a Trip.**

#### **LIMITS ON RESPONSIBILITY**

You are solely responsible for booking, paying, and arranging for Your travel and any related accommodations to and from the set starting and ending location and dates for Your Trip. You are also solely responsible for any cancellation or change fees, costs, or losses in connection with such transportation if Jodi Morris Ventures should cancel or change the Trip. **It is strongly recommended You obtain travel insurance coverage for trip cancellation, interruption, and curtailment.**

Jodi Morris Ventures is not obligated to alter any Trip itinerary or suspend, change, or postpone a Trip due to Your being unable, prevented, or delayed from joining a Trip as planned.

#### **LIMITATION OF REMEDIES**

You agree that the sole remedy for any default by Jodi Morris Ventures arising under this agreement shall be the return of the paid Trip cost, to the extent consistent with applicable law. To the maximum extent permitted under applicable law, Jodi Morris Ventures shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Jodi Morris Ventures has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

### **PRICE ADJUSTMENTS**

Quoted trip prices are set far in advance of departure based on our projections of fuel, exchange rates, inflation, tariffs, government fees, airfares and other costs using available information. The price at booking is guaranteed under normal conditions. In the rare event that current costs create an unsustainable financial situation if we were to fully absorb the increases, we reserve the right to pass on these unexpected costs to you in whole or in part. If we do so and your trip price increases by more than 10% of the original tour cost excluding any insurance premiums, you may cancel the booking within 10 days' notice of the surcharge and obtain a full refund less any non-refundable deposits to our suppliers except in the case of an increase in government taxes and park fees as discussed below. We will work with our suppliers to try and obtain any non-refundable deposits so that we can give you a full refund. We cannot guarantee such a result, however. We will give you advance written notice of any price increase and the reason for it. The surcharge must be paid no later than ten (10) days after we provide written notice to you. If the surcharge is not paid within such time, we shall construe such non-payment as an act of cancellation on your part and the cancellation policy set forth in this agreement shall apply, subject to the terms in this paragraph.

Should a rate vary against the U.S. Dollar by more than 3%, we reserve the right to recalculate the Trip cost and apply the differential as a surcharge. Any refund made by us shall be in our absolute and sole discretion.

### **GOVERNMENT TAXES AND PARK FEES**

Any increase in government taxes or park fees affecting the cost included in the Trip price will be passed through and paid for by the traveler. Any increase in the Trip price due to a government tax rate hike and park fees shall not be sufficient grounds for any refund of fees already paid for the Tour.

### **BAGGAGE LOSS**

Temporary or permanent loss of baggage is the responsibility of you or the carrier. **It is recommended that you obtain travel insurance for protection against baggage loss and delay.**

### **CULTURAL DIFFERENCES, DRUG, AND ALCOHOL POLICY**

You acknowledge and understand that traveling to international destinations will expose You to unique situations and experiences that are different than those You are familiar with in Your

home country and city. These differences typically involve cultural and social aspects such as food, drink, attire, and local laws. While Jodi Morris Ventures endeavors to provide guidance regarding these differences, such information is purely informational and it is Your responsibility to perform Your own research regarding such differences and act responsibly while traveling. Jodi Morris Ventures does not tolerate drug use of any kind during Trips and strongly encourages responsible alcohol consumption. Failure to act responsibly in accordance with the terms of this paragraph may involve consequences up to and including immediate termination by Jodi Morris Ventures of Your Trip without a refund or other liability by Jodi Morris Ventures. This policy is in place for Your safety and those traveling with You. Jodi Morris Ventures wants You to have fun and encourages You to take advantage of the local culture, but Jodi Morris Ventures emphasizes safety as a top priority.

### **AUTHORITY DURING TRIPS**

You agree to abide by the authority of the trip leader or other Jodi Morris Ventures representative at all times. You must at all times strictly comply with the laws of all countries visited. Should You fail to comply with the foregoing or, in the opinion of the trip leader or other Jodi Morris Ventures representative, Your behavior causes or may be likely to cause danger, distress or annoyance to others, Jodi Morris Ventures may immediately terminate Your Trip without a refund or other liability by Jodi Morris Ventures. Any costs resulting from being removed from a trip or being declined participation in a trip is at your expense.

### **TRAVEL DOCUMENTS**

It is Your responsibility to ensure prior to the start of Your Trip that You have a valid passport and any required visas, permits, certificates, and proof of vaccination(s). Any information or advice given by Jodi Morris Ventures regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory and provided as a courtesy to You. Jodi Morris Ventures is not responsible for any errors or omissions as to any such information provided.

### **FORCE MAJEURE**

Jodi Morris Ventures will not be deemed in breach of this agreement or otherwise liable to You due to delay in performance or nonperformance of any of Jodi Morris Ventures' obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure Event. "Force Majeure Event" means any circumstances beyond Jodi Morris Ventures' reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, earthquake, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If Jodi Morris Ventures or any vendor, supplier, or similar third party engaged by Jodi Morris Ventures are affected by a Force Majeure Event, Jodi Morris Ventures and any such third party shall be entitled to, and may in Jodi Morris Ventures' sole discretion, vary or cancel any itinerary or arrangement in relation to the Trip without any obligation or liability to You.

### **INSURANCE**

It is mandatory that You have adequate medical insurance while traveling with Jodi Morris Ventures and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses incurred during your Trip. You are required to provide to us your medical insurance provider name and policy number and, when requested in our sole discretion, proof of medical coverage. By participating on this Trip, you confirm that you have the mandatory medical insurance. In addition to the mandatory medical insurance, it is strongly recommended You also obtain coverage for trip cancellation, interruption, curtailment, and for personal property. You are responsible for understanding the specifics of Your travel insurance policy(s) and for ensuring that such insurance covers You during all optional and included activities listed in the Trip itinerary, any flights that you arrange outside your itinerary, and ensuring that there are no exclusion clauses that would limit the coverage You might need. It is Your responsibility to verify Your insurance policy satisfies Jodi Morris Ventures' requirements described herein.

Jodi Morris Ventures shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings damaged, lost, or stolen are not subject to reimbursement by Jodi Morris Ventures. Jodi Morris Ventures does not accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Jodi Morris Ventures including, but not limited to, hotels, pensions, campsites, homestays, vessels, expedition vehicles, or any other mode of transportation.

#### **PRE-DEPARTURE DOCUMENTATION REQUIREMENTS**

It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within 45 days of your receipt of those documents. This agreement, our release and waiver of liability and assumption of risk and indemnity agreement, Your medical insurance information, and, if required, a medical certification must be signed and submitted by you. ***If you fail to submit these and other necessary documentation and information prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this Agreement. We must have this information no later than 45 days prior to the Trip Start Date or one week from the date of booking, whichever comes second. For last minute bookings made less than a week from departure, we must receive these items at the time of booking.***

#### **PASSPORT, VISAS, VACCINATIONS AND OTHER ENTRY REQUIREMENTS**

You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all citizens traveling abroad and should be valid for at least 6 months after your date of return. Visas, permits, vaccination certificates, international driving license, and other documents may be required. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements and required documentation. Any required inoculations must be recorded by the traveler's health practitioner on a valid vaccination certificate, which the traveler must carry in his/her possession throughout the Trip. You are also solely responsible for any

adverse consequences, including additional costs and fees, resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747, <http://www.-travel.state.gov/>. U.S. citizens may register for the U.S. government's Smart Traveler Enrollment Program (STEP), a free service, at <https://step.state.gov/step/>.

Any anti-malaria precautions should be commenced according your doctor's instructions. Please consult your physician for more details. Travelers should bring their own insect repellent.

### **HEALTH REQUIREMENTS, MEDICAL CARE AND SPECIAL NEEDS**

By signing this agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other participants or affect other people's enjoyment of the Trip. If you have a physical condition, dietary restrictions, or other conditions (pre-existing medical) that will require special attention during the Trip, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition. We reserve the right in our sole discretion to accept, decline, or remove anyone from a Trip (at departure or during the Trip) who we judge to be incapable of meeting the Trip's physical demands for his or her own safety.

It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked.

***We assume no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the Trip.***

### **OPTIONAL ACTIVITIES**

During Your Trip there may be opportunities to undertake activities, which do not form part of the itinerary. Jodi Morris Ventures does not endorse or sponsor such activities and makes no representations about the safety or quality of such activities or the standard of the independent operators running them. Jodi Morris Ventures is in no way responsible for Your safety should You elect to enter into such optional activities. If You still elect to partake in an optional activity, You assume full responsibility for any risks involved.

### **PHOTOGRAPHY AND IMAGES RELEASE**

You acknowledge that on Your Trip there may be a photographer or videographer (collectively, "Photographer") engaged by Jodi Morris Ventures or other partners. The Photographer will own the rights to the images, photos, and videos that he or she takes or creates during Your Trip ("Content"). You acknowledge that because the Photographer will own the rights to all Content,



You cannot sell any Content or otherwise use it commercially. You can use Content for personal use only. If You display Content in a public form, including but not limited to a website, You must credit the Photographer by including his or her name and a notation that the Content is owned and copyrighted by the Photographer.

You hereby grant Jodi Morris Ventures and its agents, suppliers, vendors, and similar third-parties, including Photographer, a worldwide, royalty-free, perpetual license to use, re-use, distribute, display, create derivative works of, and reproduce any images, photos, or videos that You provide to Jodi Morris Ventures (whether directly or through a photo sharing service) (collectively, "Your Images") in any medium, including but not limited to print, electronic media, or Internet, free of charge and without Your right to inspection, for any purpose, including to promote and publicize Jodi Morris Ventures' travel services worldwide.

You also acknowledge and agree that Jodi Morris Ventures or other parties, including but not limited to the Photographer and other participants in Your Trip, may during Your Trip take or create images, photos, and videos in any format that contain or feature You. These images may contain Your name, likeness, identity, photographic image, videographic image or oral or recorded statements. You agree that Jodi Morris Ventures may use these materials for any purpose, including to promote and publicize Jodi Morris Ventures' travel services, and hereby grant Jodi Morris Ventures a perpetual, royalty-free, worldwide, irrevocable license to use such images without Your prior inspection.

#### **COMPLAINTS AND CLAIMS**

If You wish to make a claim, submit a complaint, or request compensation for any reason, You must do so via email at address [Jodi@JodiMorris.co](mailto:Jodi@JodiMorris.co) within 15 days of the Trip's completion. Any and all supporting documentation to the claim or complaint must accompany the email. Any claim or complaint received by Jodi Morris Ventures after this deadline will not be accepted or reviewed.

If You have any issues or questions during Your Trip, promptly notify the trip leader or Jodi Morris Ventures representative so that we can try to address them.

#### **SEVERABILITY**

In the event that any term or condition contained herein is held to be unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining terms and conditions herein to survive and continue as binding.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon Jodi Morris Ventures, You, and both parties' respective heirs, legal personal representatives, successors and assigns.



**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Jodi Morris Ventures and You with respect to any and all bookings, reservations, Trips, or transactions made by You with Jodi Morris Ventures, and constitutes a binding agreement. There are no verbal or written representations, warranties, collateral agreements, or terms or conditions other than as expressed herein.

**BINDING ARBITRATION**

I agree that any dispute concerning, relating to, or referencing this agreement, or any other literature concerning my trip or the trip itself shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association. Such proceedings shall be governed by substantive New Mexico law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or part of this contract is void or voidable.

**I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

For Non-Parents - Name of Minor Traveling with You, if Applicable: \_\_\_\_\_

\_\_\_\_\_

*Parents and/or Legal Guardians must sign for participants under the age of 18*

\_\_\_\_\_  
Signature of Minor Participant’s Parent/Guardian      Date

\_\_\_\_\_  
Print Name of Participant’s Parent/Guardian

\_\_\_\_\_  
Print Name of Minor