

Adventures in Good Company, Inc.
Booking Terms & Conditions

The participant ("Participant") must sign these Booking Terms and Conditions ("Terms"). "You", "your", "I" or "my" refers to the Participant.

In consideration of the services of Adventures in Good Company, Inc. ("AGC"; sometimes "we", "our" or "us") in allowing you to participate in an AGC Trip ("Trip"), you acknowledge and agree to these Terms as follows:

1. Booking/Registration: Once we receive your completed registration and Trip Deposit, you are considered preliminarily booked for the Trip. As part of your registration, you are required to read and sign these Terms, read the itinerary and activity level description and agree to have the conditioning and physical preparedness required for the Trip, submit health information, read and sign the AGC Acknowledgment and Assumption of Risks & Release and Indemnity Agreement ("Risks & Release Agreement"), and review, and, if applicable, sign any other required forms or information. **Your final acceptance and participation in the Trip is contingent upon AGC's receipt and review of all required (completed and/or signed) forms and information and your full and timely payment.**

2. Price: Prices are per person, in US dollars, and are set well ahead of the trip departure date. Our prices vary depending on a variety of cost factors, with peak travel dates being the most expensive. Prices may change during the course of the year and most often the best price will be for those who book early. **Prices cover land costs only;** they do not include airfare to and from the trip nor any required travel documentation, such as passports or visas. Please see the Terms below as well as the AGC web page for each Trip departure for the specific details for all items included in the Trip price.

3. Trip Deposit; Final Payment and Discounts:

- **Deposit:** A non-refundable deposit is due at the time of booking: \$500 for scheduled U.S. departures, \$600 for scheduled international departures, and 25% of the trip cost for custom, private, or select departures.
- **Balance:** The balance of your trip fee is due as follows:
 - Scheduled U.S. Departures: 90 days before the trip start date
 - Scheduled International Departures: 120 days before the trip start date
 - Custom, Private, or Select Departures: 150 days before the trip start date

If payment in full has not been received by the applicable due date, AGC will charge the outstanding balance to the payment method on file from the deposit, unless you instruct AGC otherwise. If final payment cannot be processed within 2 days of the payment deadline, AGC reserves the right to treat your booking as canceled and AGC shall be entitled to keep the deposit and any other payments you have made to AGC through the date of cancellation.

- **Payments:** The total Trip price includes the deposit and all prices are in USD. Payments may be made with most major credit cards or bank debit cards. All payments, once received, are non-refundable, except under the circumstances identified in these Terms.
- **Discounts:**
 - a. **Early Bird Discount:** The first five people to sign up for any trip receive 5% off the trip price.
 - b. **Frequent Traveler Discount:** Take two trips within 180 days of each other and receive a discount on the second trip. The discount is 10% on trips less than 10 days long and within the continental United States and 5% on any other trip.
 - c. **Refer a Friend Discount:** If you have previously traveled with AGC and refer a first-time traveler, ask them to mention your name when signing up and you'll receive a \$150 credit towards your next trip. If you do not have a current trip balance due or if the maximum discount has been reached, credit will be issued towards a future booking.
 - d. **Except for the occasional special offer or last-minute discount, the maximum discount on a single booking is 15% off.**
 - e. Additional discounts are available for **Very Important Adventurers (VIAs)**; see our discounts page for more information: <https://www.adventuresingoodcompany.com/trip-info/trip-discounts>

4. Participant Cancellation and Transfer Policy:

- All cancellation, transfer, and trip change requests **must be made in writing by email to support@goodadventure.com** and receipt of such requests must be acknowledged by AGC in writing.
- AGC understands how disappointing it can be if you are forced to cancel or change your long-anticipated adventure. Our cancellation policy is not meant to be punitive, however, we plan far in advance for each departure and continuously send non-refundable payment to hotels and other suppliers. We use your payments to prepare for your participation and handle other costs associated with our operations. Therefore, we must strictly adhere to our cancellation and transfer policy for all participants. We strongly suggest purchasing travel insurance in the event you must cancel or otherwise change plans.
- **If you must cancel your Trip in the days prior to departure, your cancellation fee will be determined according to the chart below:**

Domestic (U.S.) Trips	International Trips	Custom / Private Trips	Cancellation Fee
91+ days before departure (before FPD)	121+ days before departure (before FPD)	151+ days before departure (before FPD)	100% of deposit (deposit forfeited)
45–90 days before departure	60–120 days before departure	90–150 days before departure	50% of total trip cost
44 days or fewer before departure	59 days or fewer before departure	89 days or fewer before departure	100% of total trip cost (no refund)

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*If you cancel within 10 days of booking, your deposit will be converted to a credit to be applied towards a new booking, valid for one year from the cancellation date, when you register 10 days or more before the final payment deadline.

**If you register after the final payment deadline, the entire amount is due within 2 days of booking and the deposit is NON-REFUNDABLE.

- **Transfers: Transfers to another trip are only allowed before the final payment deadline on scheduled departures only.** You may transfer one time to another scheduled departure for a fee of \$250, after which time the standard cancellation fees apply. Additional transfer requests from the original booking are subject to the normal cancellation policy and require a new booking and deposit payment. When transferring to a new trip, the Participant is responsible for any differences in the deposit and/or trip costs.
- 5. AGC Trip Cancellation or Alteration; Force Majeure:** Please understand that International or US Federal, local requirements, guidance and other factors associated with operating trips, may require AGC to adopt different policies, or to alter, suspend or cancel a trip at any time.
- AGC reserves the right to combine or alter any aspect of a Trip, including itinerary, dates, activities or location for reasons including but not limited to: low registration, weather, health hazards, environmental hazards, conflict/war/terrorism, or for any other reason AGC determines, in its sole discretion, is appropriate.
 - AGC also reserves the right to cancel all or portions of a Trip for reasons similar to the examples given above. In the event of such a cancellation (other than for a Force Majeure event - see below), full or partial refunds or credits, if any, will be at AGC's sole discretion, and determined on a trip by trip basis.
 - **Force Majeure:** AGC reserves the right to cancel a Trip, before or after its start date because of an act of nature or other political, social, health, environmental or other condition beyond its control (in each case, a "Force Majeure Event"). Force Majeure Events include, but are not limited to war or terrorism, civil unrest, economic collapse, governmental or other authorities' restrictions on travel or otherwise, fire, earthquakes, floods, or other natural disasters, and health threats, including disease outbreaks or pandemics. Typically, these events are unexpected and unforeseeable and may compromise the health or well-being of participants or otherwise prevent our performance. Often, these types of events severely impact or make impossible our ability to run trips. If AGC determines, in its sole discretion, it must cancel before or during a Trip because of a Force Majeure Event, AGC may suspend or terminate its performance, the AGC cancellation policy stated above does not apply and no refunds will be granted (unless, determined otherwise in AGC's sole discretion). In the event of a Force Majeure Event, you agree that AGC will not be found in breach of these Terms, and shall not be legally liable for any losses, costs or damages to you.
 - If AGC alters the Trip, or, cancels before or during the Trip - regardless of whether AGC issues any refund - AGC is not responsible for any indirect, consequential, incidental or other costs/damages you may incur, including but not limited to non-refundable airline tickets or change fees, equipment purchased for the Trip, visas or vaccinations.
- 6. Getting To and From Your AGC Trip:** Participants are responsible for getting to and from the start and end point of their Trip, and for arriving by the designated start time on the first day of the Trip. Please note that many airlines assess stringent penalties for changes or cancellations — up to 100 percent of the ticket price in certain cases — for which you will be personally responsible. Before purchasing your airfare, please wait until you receive and carefully read your Trip confirmation and Pre-Departure Document.
- 7. Passports, Visas and Health Documents:** Every Participant must have the required documentation necessary to participate in their Trip before the departure date. This includes, but is not limited to obtaining a passport or required visas. Among other important requirements, passports must be valid for at least six months after the Participant's return date. Participants are also responsible for obtaining and maintaining all required health documents and vaccinations, and abiding by all government entry and exit requirements.
- 8. Participant Health and Fitness:** Participant is responsible for reviewing the Trip's itinerary, activity level, and AGC's activity level descriptions, and Participant agrees to have the conditioning and physical preparedness required for the Trip prior to joining the Trip. Whether in conjunction with your medical provider or not, you should consider the Trip's activities carefully and assume full responsibility for selecting a trip that's suitable for your abilities. Our Trips are intended for people in reasonably good health. AGC reviews and relies upon the information you provide to us during the registration process, to endeavor to understand your health and medical issues. Although AGC strives to accommodate a wide range of individuals, AGC reserves the right to deny admission or ongoing participation on medical or health grounds in appropriate cases; for example, if we believe participation may compromise your own well-being or the well-being of the group, or, if you are unable to meet any of the physical, mental, cognitive or other demands of the Trip. Even if you are accepted on an AGC Trip, you should consider carefully whether, in conjunction or not with your medical provider, the Trip and activities are appropriate for you. **Note:** Trips frequently take place in remote areas where medical care may be delayed and medical services and facilities may be primitive or inadequate. Certain health conditions or medications taken may react negatively with the level of exertion, type of activity or environment, including activities undertaken at altitude, in places with poor air quality, humid or dry climates, extremely cold or hot weather, or other factors. In addition, some health conditions - including but not limited to diabetes, asthma, allergies (including a potential anaphylactic reaction), seizure disorder or cardiovascular issues (including high blood pressure) or pregnancy - can deteriorate quickly under certain conditions and distance from definitive care can be a factor. **All participants are responsible for their own food and water intake on a Trip.** Language differences may impede your understanding of certain ingredients in various dishes and AGC cannot provide reliable translation, or guarantee any special dietary arrangements. You understand that consistent with the Risks & Release Agreement you are required to sign, AGC is not responsible or liable for, among other things, any Participant's allergic reaction or incident resulting from an allergy.
- 9. Participant Travel Medication/Prophylaxis and Information:** AGC is not a medical authority and cannot directly advise you regarding your individual travel related medication or vaccination/prophylaxis needs. You are responsible for making these determinations regarding your travel. We do, however, strongly recommend that you consult your medical professional and/or visit a travel clinic well before the Trip to discuss requirements and/or options for travel-related vaccinations and/or medications. **Note:** Travel clinics frequently have limited hours and may require advance notice to order medications. You and your medical professional are encouraged to generally review the Trip location/s

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and itinerary in connection with information from the U.S. Centers for Disease Control and Prevention, the U.S. State Department; the World Health Organization or other sources, to consider health issues and determine what, if any, travel-related vaccinations and/or medications may be required or appropriate. If your Trip is outside of the U.S., we also recommend enrolling in the Smart Traveler Enrollment Program (“STEP”) to receive periodic travel updates on your destination.

- 10. Participant Non or Late Arrival or Early Departure:** Should Participant be delayed for any reason in getting to or departing from their Trip, or if Participant must leave early, AGC is not liable for any additional costs incurred in joining or leaving the Trip (such as costs for accommodations or transportation), nor will Participant receive a refund for any missed portion of their Trip as a result of late arrival or early departure.
 - **Note:** If AGC declines to accept a participant for medical or health reasons, we will refund your trip payments, including the deposit. If for any other reason (whether voluntary or involuntary), Participant does not attend, arrives late or leaves the AGC Trip in progress (including but not limited to voluntary withdrawal, dismissal from the Trip, illness, injury or any other reason), there will be no refund.
 - **If Participant departs early,** Participant is responsible for all costs of early departure whether the departure is for medical reasons, dismissal, personal emergency, or otherwise. These costs may include, but are not limited to: evacuation, medical treatment, meals and lodging costs, non-refundable airline tickets, change fees or other transportation costs, and expenses for staff who may accompany Participant.
- 11. Participant Non-Acceptance or Dismissal:** The granting or denial of acceptance to a Trip is within the sole discretion of AGC. AGC reserves the right to decline to accept Participant for medical or health reasons, or to revoke or terminate or limit participation at any time if AGC reasonably determines Participant’s condition, behavior or actions are inappropriate or disruptive, or adversely affect Participant’s health or safety, or the health, safety or enjoyment of other participants. If AGC withdraws or dismisses a participant, including for failure to submit requested information (including inaccurate or incomplete information) or for providing misleading or false statements on any AGC forms, there will be no refund.
- 12. Insurance:** All participants must have medical insurance. AGC requests Participant provide the name of their medical insurance carrier and policy number on the AGC Medical Information Form completed in connection with your Trip registration and documentation. AGC will provide the insurance information to the Trip guide for use in the event of an emergency in which Participant is incapacitated or otherwise unable to provide their medical insurance information to the appropriate medical service provided. Otherwise, AGC will keep your medical insurance information confidential. By signing these Terms, Participant authorizes AGC and its Trip guides to convey Participant’s insurance information to the appropriate medical service provider in order to obtain medical treatment/care for Participant. Please note that your personal medical insurance may not cover your medical expenses while traveling inside or outside your home country. Review your medical insurance to determine if coverage is appropriate, or if a supplemental medical policy is necessary. If you do not confirm or secure appropriate additional personal medical insurance, as needed, you understand you are at risk of significant expense and liability. You agree to accept full and complete responsibility for any and all Participant medical expenses and associated costs, whether or not covered by medical insurance.
 - **Travel Insurance:** AGC strongly suggests you purchase travel insurance to help protect you and your travel investment in the event of, but not limited to, Trip cancellation or interruption, injury or illness. We offer travel protection through Travelex Insurance Services. For more information on the available plans visit www.travelexinsurance.com or contact Travelex Insurance Services at 800-228-9792 and reference location number **06-0331**. Travelex Insurance Services, Inc CA Agency License #0D10209. Insurance coverages underwritten by Zurich American Insurance Company (NAIC #16535, state of domicile: New York), 1299 Zurich Way, Schaumburg, IL 60196. Certain coverages not available in all states. You should direct all questions regarding travel insurance and its coverage to the insurance provider – whether Travelex or otherwise – to understand the terms of coverage. **If you fail to have or purchase any travel insurance, you will not have the benefit of any policy defined insurance protection in the event you need it, assume that risk, and will be fully responsible, as applicable, for all trip fees and costs.**
- 13. Photo/Statement Authorization:** AGC reserves the right to photograph, film, record or otherwise capture the name, image, voice, verbal or written statement, photograph or visual likeness (collectively “images”) of Participant for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications or for any other informational, promotional, educational or other use, as well as approve such use by third parties with whom AGC may engage in joint marketing, without compensation to Participant. AGC owns all ownership and copyright rights in the images and Participant waives any inspection or approval rights.
- 14. Internet Postings; AGC Protected Materials:** AGC encourages participants to ‘spread the word’ about their experiences on an AGC Trip. At the same time, we expect participants to respect AGC, contact us directly with complaints, and not to disparage AGC in postings on the Internet, including on social media platforms. Also, please understand that AGC websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of AGC, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized, without our written permission.
- 15. Lost, Stolen or Damaged Property:** AGC is not responsible for Participant’s lost, stolen or damaged personal belongings, whether incurred during travel or while on a Trip. In addition, Participant may be held responsible for damage to, or loss of AGC property or equipment. This may include sharing in the group’s collective responsibility for willful equipment/property destruction or loss.
- 16. Information Disclosure and Participant Responsibilities:** It is critical that you provide honest, accurate and complete information during AGC’s registration process, and importantly, in response to the health information questions. Providing this information does not necessarily exclude you from the Trip. AGC requests this information to assist us in understanding Participant health issues, considering potential modifications and for use during emergencies. In signing below, you agree you have or will submit true, complete and accurate information to AGC. **Falsifying information or providing inaccurate medical or health information can create serious risks to you or others, and may result in AGC**

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rescinding your registration or dismissing you from a Trip. Further, you must notify us if your health condition changes between the time you submit your health information and before the Trip start date (or during the Trip).

17. Right to Change Terms. AGC reserves the right to change provisions of these Terms without prior notice. Except for any changed Terms during the time you are booking your Trip, these Terms (as may be revised from time to time) remain in full force and effect.

I agree: I have read, understand and agree to these Terms. I agree to review all Trip materials, accurately complete all required forms, and abide by the terms of those documents. I agree that Colorado substantive law (without regard to its "conflict of laws" rules) governs these Terms, any dispute I have with AGC and all other aspects of my relationship with AGC, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only (exclusively) in Larimer County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. The Participant must sign these Terms during registration.

I, Participant, understand that my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of these Terms.

Participant Signature **Date** **Print name here**