

DiscoveryBound Outreach Trips: Terms & Conditions

Please read these Terms and Conditions ("Terms") carefully.

In consideration of the services of Adventure Unlimited, a Colorado Non-Profit Organization, doing business as DiscoveryBound (hereafter "DiscoveryBound or DB" – sometimes referred to as "we", "our" or "us"), in allowing you ("you", "your" or other pronoun variation refers to the Lead Booker, other adult Trip participant or the parent of a minor) and/or your child/children, if any (minors are those under 18 yrs. of age in Colorado; whether singular or plural, sometimes "minor" or "child") to participate in DiscoveryBound (Outreach, National Leadership Council, Compass) Trip ("Trip"), you agree as follows:

In registering for a Trip and making a deposit, the Lead Booker, all adult participants and/or a parent or legal guardian (collectively "parent") of any minor participant agree to be legally bound by these Terms. Note: If your child is included in the Trip booking party, you agree to these Terms for yourself and for and on behalf of your participating child.

1. Lead Booker's responsibility For All Those in Trip Booking Party:

The Lead Booker, each adult participant and the parent of any minor agree that the Lead Booker:

- a. must complete all requested information carefully and accurately to establish the booking;
- b. has authority, as the agent for all those in the booking party, to make this booking for themselves and for all Trip booking party participants;
- c. as an agent, has received express permission from all booking party participants (as well as the parent of any minor) and has authority to list, on all their behalf, booking party participants' identity, contact information, health information and/or other details required to establish the booking;
- d. as an agent, has authority and permission to make payments to DiscoveryBound and to communicate with DiscoveryBound for themselves and on behalf of all booking party participants;
- e. understands they must be of adult age to make this booking, and agrees they are an adult (i.e., 18 yrs. of age or older).

2. Participant Cancellation, Arrival, Dismissal or Return and Costs:

- a. Refer to Payment & Cancellation Policy on the DiscoveryBound website event calendar page for this Trip, as each Trip has a specific detailed policy.
- b. Participant Dismissal: DiscoveryBound reserves the right to dismiss any participant from a Trip if staff believe, in their sole discretion, participant presents a safety concern or medical risk, is disruptive, or otherwise conducts themselves in a manner detrimental to the purpose of the Trip.

If a participant is dismissed, the participant and/or the parent of a minor is responsible for all costs associated with the early departure, with no Trip refund (see below).

c. Dismissal, Non or Late Arrival or Early Departure: DiscoveryBound will not provide a refund if for any reason (whether voluntary or involuntary), a participant does not attend, arrives late or leaves the Trip in progress (including but not limited to voluntary withdrawal, dismissal, illness, injury or any other reason).

d. Costs of Early Departure: If a participant departs early, the participant and/or parent of a minor are responsible for all costs resulting from early departure regardless of the reason. (These costs may include, but are not limited to: evacuation, medical treatment, plane or other transportation, meals and lodging costs, non-refundable airline tickets or change fees, and expenses for staff who may accompany participant).

3. DiscoveryBound Trip Alteration or Cancellation; Force Majeure:

a. Alteration or Cancellation: Although rare, DiscoveryBound reserves the right, in its sole discretion, to alter or cancel some aspect of your Trip arrangements. Changes are typically minor (e.g., change in accommodations or a supplier) and we will notify you of such changes. We may cancel your Trip arrangements in certain circumstances, for example, if your Trip does not meet the minimum number of participants required.

If we make a major change (as defined by us in our sole discretion; examples include: change in accommodations for the whole/most of your Trip, significant change in your Trip length) in your Trip, we will notify you as soon as reasonably possible. Except in the event of a force majeure (see below), you can choose between accepting the altered Trip arrangements and accepting our offer of alternative and comparable travel arrangements, if available. We will refund any price difference if the alternative is of lower value or cancel your Trip arrangements and you will receive a full refund of payments made.

Except in the event of a force majeure (see below) if we cancel your Trip before it starts, you can either receive a refund of all payments made or accept our offer of alternative and comparable travel arrangements, if available, we will refund any price difference if the alternative is of lower value.

b. Force Majeure: DiscoveryBound reserves the right to alter or cancel a Trip, before or after its start date because of an Act of God or other political, social, environmental or other condition beyond our or our supplier/s control (force majeure). Force majeure events include, but are not limited to war or terrorism; civil unrest or emergency; economic collapse; governmental or other authorities' laws, regulations or actions, including restrictions on travel, our trips or otherwise; floods, fires or other natural disasters; industrial or biological disasters; and health threats, including disease outbreaks, epidemics or pandemics. Typically, these events are unexpected

and may compromise the health or well-being of participants or otherwise and prevent our performance. Often, these types of events severely impact - or make impracticable or impossible – our ability to run trips (impracticability/impossibility of performance or frustration of purpose). If DiscoveryBound determines, in its sole discretion, it is unable to perform, in whole or in part, because of a force majeure, DiscoveryBound may alter, suspend or terminate its performance, the DiscoveryBound Refund/Cancellation policies do not apply and no refunds will be granted (unless as determined, in DiscoveryBound's sole discretion). In the event of a force majeure, you agree that DiscoveryBound will not be found in breach of these Terms, and/or legally liable for any losses, costs or damages to you/your child.

c. **Additional Costs or Damages:** In any case, if we alter a Trip, or, cancel before or during a Trip – regardless of whether we issue any refund - DiscoveryBound is not responsible for any costs (such as, but not limited to any indirect, consequential, incidental or other costs/damages) incurred by any Trip booking party participant, including non-refundable airline tickets or change fees.

4. Insurance:

a. **Medical Insurance:** We recommend that Trip participants have medical insurance. Note: Personal medical insurance may not cover participant's medical expenses while traveling inside or outside participant's country of residence. Participants should review their medical insurance to determine if coverage is appropriate, or if a supplemental medical policy is necessary.

b. **Travel Insurance:** We recommend that all trip participants secure appropriate trip and/or travel insurance before traveling. This insurance can assist in protecting participants in the event of issues that arise before or during the Trip such as trip delay, cancellation, trip interruption or early termination. Insurance may include coverage for paid Trip fees, medical treatment or evacuation, costs incurred from canceled flights, lost or stolen baggage or other costs. In considering trip or travel insurance coverage, we recommend you speak with a company's representative to assist in determining the scope of benefits that policy provides. The terms and conditions of coverage will vary depending upon the policy offered by the insurance provider.

c. You should direct all questions regarding coverage to the insurance provider (whether for medical insurance or trip or travel insurance). If you fail to have or purchase appropriate insurance for you/your child, you assume that risk. You agree to accept full responsibility, as applicable, for all associated losses, costs or fees, whether or not covered by insurance. Per the terms of the DiscoveryBound Statement of Risk Form or otherwise, you are responsible for indemnifying DiscoveryBound in the event that we incur these losses, costs or fees.

5. Participants, Minors, Health and Fitness; Disability Limitations or Special Need:

a. **Minors** (those under 18 yrs. of age) attending any Trip must be accompanied by an attending

adult participant or a parent. If the minor is attending a Trip without their parent, the parent fully consents to their child traveling on the Trip with the chosen adult participant, and, as noted above, one of the child's parents must sign the Risk Release form on behalf of the minor.

b. Our Trips are intended for individuals in reasonably good health. However, we offer a variety of Trips of various levels – from “easy” to “strenuous”. Feel free to speak with our representatives about Trip variety and options before you book. All Participants (and parents of minors) assume full responsibility for selecting Trips and activities that are suitable in light of participant's condition and abilities (and as you may see fit, in consultation with your/your child's medical provider).

If a trip participant has any conditions or limitations that may impact or restrict their ability to participate in the Trip, it is important that you (the Lead Booker) inform us at the time of booking. That way, we can talk with the trip participant/parent about the participant's needs, consider any potential reasonable modifications, inquire of suppliers and provide additional information to assist the participant/parent in determining whether the chosen Trip is an appropriate match for them. We reserve the right to decline or cancel the booking in appropriate cases. Please review the DiscoveryBound Statement of Risk Form and Trip details for additional information regarding the activities, risks and participant responsibilities.

Please Note: Trips may 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. Participants/parents of minors should consider these issues carefully, and, as they deem appropriate, discuss these or other issues with their/their child's medical provider, well in advance of the Trip.

6. Special Requests:

If you have a special request for anything that is not a part of your Trip, please check with us when you book your Trip. We will pass this information on to the suppliers we work with. Our note of your request on your invoice confirms we have received it, but does not guarantee that we, or the relevant supplier, can meet your request. If we/our suppliers can meet your request, we will note it on your invoice and will confirm the request separately in writing. ***Note: our staff's verbal confirmation of your special requests is not a guarantee that those requests will be met. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.***

7. Passport, Visa and Immigration Requirements; Advisories; Travel Medications/Prophylaxis:

Note: Applicable if you are traveling outside your home country (the U.S. or Canada)

- a. Booking party participants (including any traveling minor's) specific passport and visa requirements and other immigration or travel requirements are the participant's/parent's responsibility and Trip participants should confirm these requirements with the relevant Embassies and/or Consulates.
- b. We encourage all Trip participants to sign up for the U.S. State Department's Smart Traveler Enrollment Program ("STEP") to obtain various health, safety and security advisories relevant to your international Trip locations – see: <https://step.state.gov/step/>.
- c. DiscoveryBound is not a medical authority and cannot directly advise you or any Trip participant regarding a participant's individual travel related medication or vaccination needs. All Trip booking party participants (and the parent of any minor) are responsible for making these determinations.
- d. DiscoveryBound is not responsible, and (except to the extent covered by DiscoveryBound's Refund/Cancellation Policy, above) there will be no refunds if a participant cannot travel because they have failed to comply with any of these or other requirements.

8. Photo/Video/Social Media Release:

Unless otherwise notified, we reserve the right to use photos, video, and/or fruitage of participants from this program in DiscoveryBound and Adventure Unlimited print, online and social media platforms, and share with partner organizations. Our policy is to not disclose the full name of participants in these promotional pieces unless specifically authorized by the participant/participant parent.

9. Lost, Stolen or Damaged Property:

DiscoveryBound is not responsible for a participant's lost, stolen or damaged personal belongings, whether incurred during travel or while on the Trip. In addition, a participant may be held responsible for damage to, or loss of a Trip supplier's property or equipment, subject to the specific supplier's policies.

10. Other Bookings/Trips:

Other activities or excursions that you may choose to book or pay for while you are on your DiscoveryBound Trip are not part of your package with us. Other bookings, activities or excursions are supplied by third parties and are subject to their own terms and conditions. In that case, your agreement is with the supplier or operator of that booking, and not with us, and DiscoveryBound is not responsible for any aspect of these other bookings, activities or excursions you may choose to participate in.

DiscoveryBound is not responsible for any losses, damage, death, injuries or claims whatsoever arising from, connected with, or related to any activities engaged in by participants when not a part of the Trip itinerary. This includes all independent bookings, activities or excursions by a third party. You will engage in all such activities at your own risk.

I waive and forever relinquish any and all claims that I may have, whether known or unknown, and whether anticipated or unanticipated, against the DiscoveryBound parties arising out of my participation in a booking, activities or excursion not planned by DiscoveryBound.