



Sunrise Birding, LLC

983 Durham Road, Guilford, Connecticut 06437 USA

Galápagos Tour -- July 15 - 27, 2007

TERMS AND CONDITIONS

Tour Price

The tour price is based on current airfares, taxes, tariffs, and currency values and on the basis of 14 participants. While everything possible has been done to secure listed prices, they are subject to change. The tour price is based on double occupancy and includes all meals and accommodation beginning with dinner on July 15, 2007, round trip airfare from Quito to the Galápagos, licensed Galápagos Naturalist guide, 3 nights hotel at El Jardin, day trip to Antisana, 9 night/10 day cruise on the San Jose, local guide and Sunrise Birding guide throughout the program and Airport Transfers within Ecuador.

Tour price does not include airfare from hometown to Quito and return, transfers to and from your home airport, Galápagos National Park fee of \$100 per person, international departure taxes, items of a personal nature such as alcoholic beverages and soft drinks and other personal items not specifically mentioned as included, gratuities, at your discretion, to naturalist guides and crew, passport expenses, travel, baggage, accident or cancellation insurance.

Note: This tour, though not particularly strenuous, is intended for persons in reasonably good health and physical condition. Passengers must be capable of walking over uneven terrain, getting into and out of small boats safely and have sufficient stamina to keep pace with the tour. By forwarding a deposit for this tour, you certify that you are in good health and physical condition and do not have any physical disability, medical condition or other limitation that would create a hazardous situation for you or other passengers. If you have any questions your ability to take part in any of the tour activities, please call Sunrise Birding at 203.453.6724.

Reservations/Payment Schedule

A deposit of \$500 per person payable by check or money order is required with registration. \$200 of the deposit is nonrefundable. The balance of tour price is due 120 days prior to the tour. Full payment is required at time of registration for participants registering within 120 days of departure.

Cancellations and Refunds

Up to 120 days prior to departure, this is a \$200 cancellation fee per person on remaining deposit. Within 120 days of departure, there is no refund of any deposit or fees paid. There is no refund for unused portions of the tour, including, but not limited to, missed meals, hotel nights, and excursions. If Sunrise Birding cancels the tour, there is a full refund. There will be no exceptions to this cancellation policy. Participants are strongly urged to purchase comprehensive travel insurance.

Conditions

Sunrise Birding reserves the right to make changes to the itinerary whenever conditions warrant. Costs are subject to change due to changes in airfares, currency fluctuations, park fees, or other cost increases. Sunrise Birding reserves the right to withdraw without penalty any tour that it has scheduled and announced. Sunrise Birding is not responsible for expenses incurred by trip members in preparing for the trip (for example, non-refundable air tickets, visa fees, equipment, medical expenses, etc.) or for any necessary additional travel arrangements.

The right is reserved to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour director or supplier to be in the best interests of the health, safety, or general welfare of the tour group or of the individual participant.

Due to the nature of the touring in the Galápagos, weather conditions or government regulations may require changes to be made to the itinerary and/or the cancellation of certain shore excursions. Every attempt will be made to adhere to the itinerary within the limits of safety and time. In the event of changes, passengers have no right to any refund or other compensation. Expedition fees are based on group participation. Should you choose not to take part in any activity or make use of services provided, no refund will be made.

Assumption of Risk

As with any trip, participating in this tour, involves certain risks and dangers that include, but are not limited to, the forces of nature, terrorism, civil unrest, wild animals, roads, hotels, vehicles, taxis, boats, elevated walkways, jungle trails or other means of conveyance or accommodation which may not be operated nor maintained to standards common in the United States. Participants must understand and accept that there are inherent risks and dangers with the excursion, known or unknown, relating but not limited to car, truck, tractor, van, bus, train, air, kayak, canoe, raft, inflatable craft, boat, or ship travel, nature walks and hikes, backpacking, wading, swimming, snorkeling, skin diving, and scuba diving, bird watching, wildlife viewing, and photography, accidents or illnesses, and acts of nature including weather, wildlife, man or God. However, in consideration of the right to participate in this excursion, participants release Sunrise Birding and its officers, agents, leaders, employers, and employees from all responsibility for damages, injuries, deaths, losses or delays due to any reason whatsoever, and assume responsibility for all risks and dangers in connection with the excursion.

Participants understand that an accident or illness could occur in remote places without access to immediate or timely medical treatment or facilities and that there is the risk of tropical or other diseases. Participants are aware that medical services or facilities may not be readily available during all or part of my trip. This includes emergency medical care, presence of physicians, and adequate medication. With knowledge of the foregoing, participants assume all of such risks. Moreover, participants must certify that they are in good health and able to participate in such trip or tour and the activities related thereto except as otherwise disclosed in writing on the required Registration and Release form.

Waiver and Release of Liability

In consideration of, and with the payment of a deposit with intention to participate in such trip or tour and/or in other activities and services conducted or arranged by Sunrise Birding, participants agree that neither Sunrise Birding nor any of their representatives shall be liable for any accident, injury, property damage, or personal loss in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond Sunrise Birding's control.

Participants waive any and all claims for liability against Sunrise Birding or any of their officers or representatives as a result of my participation in this tour, and agree to indemnify and hold harmless from any and all liability to the undersigned, his/her personal representatives, heirs, assigns, and next of kin, for any and all losses, damages or injuries or any claim or demand on account of injury to the person or property of the undersigned. Participants acknowledge that this hold harmless clause is prerequisite to my taking part in any tour or events sponsored by Sunrise Birding. **Acceptance of all terms and conditions is evidenced by submission of a deposit and signed registration form and Agreement to Release and Indemnify.**