

# TERMS AND CONDITIONS



*Safety is our top priority and your well-being is our primary concern while you are travelling with us. We acknowledge that Antarctica is one of the most remote and undeveloped regions on the planet. Antarctic Logistics & Expeditions, LLC and its affiliated entities (collectively "ALE") believes it is only prudent to give clear warning to all of our guests that they, like ALE, must adapt their expectations and travel plans to allow for the unpredictable conditions in this extreme environment. Delays of days or weeks must be anticipated and planned for. We strongly suggest that you purchase a fully flexible return ticket for your flight home to allow for delays.*

*ALE understands how disappointing it is for travelers if they are forced to cancel their adventure, especially one that they have been looking forward to for a long time; however, ALE plans these experiences a long time before departure and must make non-refundable payments to suppliers of transportation and other services. Therefore, ALE must strictly adhere to its refund policy for all travelers. ALE requires that you **carefully read these Terms and Conditions and strongly advises you to purchase trip cancellation and interruption insurance** as protection against an emergency which may force you to cancel or leave an experience while it is still in progress.*

**Information Note** – This Note does not form part of the **Terms and Conditions**. It is intended to give guidance about what you are agreeing to by signing this form.

**Paragraphs 1–3, 7 and 12** are about reservations, deposits and costs if you cancel, and refunds.

**Paragraphs 4–6** are about ALE's right to cancel the trip or decline your booking, and what it means if ALE changes or delays itineraries.

**Paragraph 8** is about medical evacuation insurance.

**Paragraphs 9–10** are about the safety of you and the other members of the group. They describe what actions will result if you are removed from an experience.

**Paragraph 11** tells you that you will also have to sign a **Waiver and Assumption of Risk Agreement**.

**Paragraph 13** is about use of your image in ALE's publicity and other media.

**Paragraph 14** provides that you will inform ALE if you feel any COVID-19 symptoms or are tested positive for COVID-19 within 14 days before departure.

**Paragraph 15** is the law under which these **Terms and Conditions** are written.

## ANTARCTIC LOGISTICS & EXPEDITIONS LLC TERMS AND CONDITIONS

1. In order to make a reservation, you must complete all of ALE's booking forms including the Medical Information Form (MIF), Personal Information Form (PIF), Waiver, and Skills Questionnaire (if required for your experience). Your reservation is confirmed once your forms and deposit of \$5000 (USD) have been received. Signed copies of the MIF, Waiver, and this Terms and Conditions document must be returned to our Salt Lake City office 90 days prior to your experience departure date. These forms are mandatory and you will not be permitted to participate in your experience unless they are completed and signed.
2. If booking directly through ALE, your deposit of \$5000 (USD) must be received by wire transfer from your bank to ALE's account or by a check drawn on a US bank account. The Invoice is a part of these **Terms and Conditions** and specifically outlines the payment schedule for your chosen ALE experience. If booking through an agent, please contact your agent directly for payment details and instructions. Please take notice that once your deposit is paid, should you wish to cancel at any time thereafter, the deposit is refundable up to 90 days prior to departure, less a \$1000 (USD) processing fee. Additionally, the cancellation penalties detailed below will be applied. For this reason, we strongly urge you to take suitable cancellation insurance coverage. Your deposit secures your flight reservation up to 90 days prior to departure. Within 90 days of departure, your seat is only confirmed upon final payment and your deposit becomes non-refundable.

3. Experience rates are based on tariffs and exchange rates in effect at the time of printing and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, fuel prices, services, and labor costs sometimes increase the cost of experience arrangements significantly and ALE reserves the right to revise its prices.
4. ALE reserves the right to decline your participation if ALE determines that it would not be safe or prudent for you to participate in an experience. ALE's decision to decline your participation in any experience shall be in its sole and absolute discretion. Should your application for participation in an experience be justifiably declined by ALE prior to the scheduled date of departure, ALE will refund all payments received from you or your agent less \$1000 (USD) processing fee, and this will be the limit of ALE's liability. ALE shall not under any circumstances be liable for any expenses incurred by you or your agent in preparation for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip-related expenses.
5. ALE reserves the right to cancel an experience prior to the scheduled date of departure for any reason whatsoever, including too few participants or logistical problems caused by pandemics, strikes, acts of terrorism, wars, acts of God, or any other circumstances beyond ALE's control which may make operation of the trip inadvisable. The decision to cancel an experience is within the sole and absolute discretion of ALE. In the event of a cancellation by ALE, all money received by ALE from you or your agent for that experience will be promptly refunded. This refund will be the limit of ALE's liability and ALE shall not under any circumstances be liable for any special or consequential damages, whether known or unknown, and shall not be liable for any expenses incurred by you or your agent in preparation for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip-related expenses.
6. ALE reserves the right to change or delay itineraries as it so determines. While every effort will be made to adhere to the planned itinerary, it must be realized that for this type of adventurous travel to inhospitable regions impacted by severe and unpredictable weather, changes to the itinerary may occur, for which ALE accepts no responsibility, however caused and for whatever reason. ALE reserves the right (in its sole and absolute discretion) to reschedule the departure and return of any of its experiences in the Antarctic region at any time, as conditions warrant, and without prior notification and with no further obligation on ALE's part. ALE also reserves the right (in its sole and absolute discretion) to alter or omit any part of the itinerary, with due notice wherever practicable to guests. **Such rescheduling does not constitute cancellation by ALE.** Every reasonable effort will be made by ALE staff to ensure that all your objectives are met.
7. Should you be unable to accept any changes or modifications to the travel schedule and/or itinerary and decide to cancel, then notification of cancellation must be received in writing by ALE. At the time we receive your written cancellation, the following penalties will apply:
  - More than 90 days prior to departure payments are refundable, less a \$1000 (USD) processing fee.
  - Less than 90 days prior to departure the full experience cost is non-refundable.
  - If cancellation occurs within the 90-day period and full payment has not been received, the full payment will still apply and unpaid monies are due immediately.
  - If payments are not received by the dates specified on the invoice, ALE reserves the right to cancel your booking and withhold return of all payments received unless a change in your payment schedule has been agreed in writing by an authorized representative of ALE.
8. In case of a medical problem arising during the experience, which results in costs for evacuation, including, but not limited to the use of aircraft or repatriation, responsibility for payment of these costs belongs solely with you. You must provide proof of adequate insurance or have other arrangements in place to cover costs associated with medical care and evacuation. Please refer to your experience for the amount of coverage that you will need. **Responsibility for all costs is yours alone and you will be billed for such costs.**
9. Your safety during all ALE's experiences is paramount. ALE staff will do their utmost to ensure that any safety or other issues that arise are resolved for the benefit of the group or individuals on the experience. By signing these **Terms and Conditions** you are accepting the authority of the leader, whether that be a Captain, Field Operations Manager or other ALE staff member, to take decisions affecting the group or individuals.
10. If you are or become, in the sole judgment of ALE's authorized representative on site, incapable of participation or continued participation in any experience, without risk or prejudice to yourself, fellow experience members or staff, ALE reserves the right to declare your participation or continued participation terminated. ALE's authorized representative on site may require you to leave the group if it is believed that your health is at risk, your presence puts the health of others at risk, if an illegal act is committed, or if your behavior becomes detrimental to the safety, enjoyment or well-being of the group. In such events, ALE will assist in your safe return to Punta Arenas, Chile, at ALE's convenience. This will be the limit of ALE's liability and ALE shall not under any circumstances be liable for any special or consequential damages, whether known or unknown.

11. Please understand that there are certain known and unknown hazards involved in Antarctic experiences, which you must accept voluntarily at your own risk. You will need to sign a separate **Waiver and Assumption of Risk Agreement** after your booking has been accepted. ALE will not be liable for any illness, injury or death sustained during an experience (including, without limitation, any illness, injury or death caused by exposure to, infection from, or spread of COVID-19), nor will it be liable for any uninsured losses of your property. ALE shall not be responsible for any injury to person (whether or not resulting in death) or damage to property arising out of any act of war, terrorism, insurrection, revolt or other civil or military uprising occurring in the countries of origin, destination or passage. **ALE strongly urges you to check with your insurance agent to make sure you are adequately covered for all eventualities.**
12. ALE's staff, agents and representatives, other than an authorized representative of ALE, are not entitled to promise refunds for whatever reasons, and ALE will not be bound by any such oral promises.
13. Unless you otherwise inform ALE in writing prior to the commencement of an experience, you give ALE permission to take photographs, video and sound recording of you during the experience, and hereby release all rights over this media. You authorize ALE to use, reproduce, and publish photographs and video taken that may pertain to you – including your image, likeness, and voice – without compensation. You understand that this material may be used in ALE's printed publications, e-mails and online, whether on webpages, blogs or social media sites, to promote ALE and its product offerings.
14. You certify and represent that, if you are feeling any of the symptoms related to COVID-19 (e.g. fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, loss of taste or smell, etc.), you will inform ALE. Furthermore, if you are positively tested for COVID-19 within 14 days before participation in an ALE experience, you will inform ALE so that it may take appropriate measures.
15. These **Terms and Conditions** shall be governed by and in accordance with the laws of the State of Utah. All disputes hereunder shall be resolved by the courts of the State of Utah, and you hereby consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to you. If either you or ALE breaches any of the terms of this Agreement, then the breaching party shall pay to the non-breaching party all of the non-defaulting party's costs and expenses, including attorneys' fees, incurred by that party in enforcing the terms hereunder.
16. Upon advancement of a deposit or any part of full payment for a reservation on any of ALE's experiences, you acknowledge and confirm that you, having read and understood these **Terms and Conditions** in their entirety,
  - i. agree to be bound by all of the terms hereof;
  - ii. confirm that these Terms and Conditions will be binding on your heirs, next of kin, executors, administrators and successors; and
  - iii. agree that this is the entire understanding between you and ALE and that this agreement cannot be modified or changed in any way except in writing signed by both parties.

In **Witness Whereof**, I hereby accept and execute these **Terms and Conditions** as of the date set forth below.

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

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

Witness Name (Print): \_\_\_\_\_ Witness Signature: \_\_\_\_\_

### FOR PARTICIPANTS UNDER THE AGE OF MAJORITY

I hereby accept and execute these **Terms and Conditions** on behalf of my child or ward as of the date set forth above.

Name of Child/Ward: (print) \_\_\_\_\_ Date of Birth of Child/Ward: \_\_\_\_\_

Name of Parent/Guardian: (print) \_\_\_\_\_ Signature of Parent/Guardian: \_\_\_\_\_