

## TERMS & CONDITIONS

### CUSTOMER AGREEMENT

The acceptance of your reservation and deposit by Zegrahm Expeditions, Inc., d/b/a Zegrahm Expeditions (hereinafter with its affiliates, owners, officers, agents, employees, contractors and subcontractors collectively referred to as "ZE" or "Company") creates a contractual relationship between ZE and you, the customer/participant in the travel package provided by ZE and sponsored by MIT and the MIT Alumni Association, (hereinafter collectively referred to as MITAA) and on behalf of yourself and all other customers/participants for whom you are purchasing the travel package, herein referred to as "you" or "your" and represents your acceptance of the terms and conditions of your travel package set out herein below (the "Agreement"). Please read the following information carefully. After reading this Agreement, in order for your expedition reservation to be completed, you must indicate your acceptance of the terms and conditions found in this Agreement by signing and returning it to the Company or acknowledging and accepting them online.

**You may be asked to accept a separate Contract of Carriage with the vessel owner/carrier (collectively, the "Carrier") of your cruise which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Carrier of your cruise. By agreeing to the Contract of Carriage and accepting the conditions therein, you agree that any dispute that you raise directly with the Carrier will be governed by and subject to the terms and conditions of the Contract of Carriage. For the avoidance of doubt, this Agreement governs the relationship between you and ZE, and any dispute or claim that you raise with ZE will be subject to this Agreement and not the Contract of Carriage and to the extent there is a conflict between this Agreement and the provisions of the Contract of Carriage as they relate to you and ZE, this Agreement shall prevail and supersede the provisions of the Contract of Carriage.**

**1. Reservations:** a \$2,500 per person deposit will reserve a place for you on this ZE program. The balance of the expedition fare is due 120 days prior to departure. Air fare is due at time of issuance. All prices are quoted in U.S. dollars and must be paid in U.S. dollars.

**2. Cancellation and Refund Policy:** Notification of cancellation must be received in writing by ZE. At the time ZE receives your written cancellation, the following penalties will apply:

Days Prior to Departure	Cancellation Fee
180 days or more	\$750 per person
120-179 days	\$2,500 per person
1-119 days	100% of expedition fare

Some air fare may be nonrefundable. Once an expedition has departed, there will be no refunds from ZE for any unused portions of the trip. The above policy also applies to all extensions and independent travel arrangements made in conjunction with this program.

**3. Trip Cancellation and Interruption Insurance:** ZE and MITAA strongly advise that all travelers purchase trip cancellation and interruption insurance as coverage against a covered unforeseen emergency that may force you to cancel or leave an expedition while it is in progress. ZE will not be held responsible for delays due to force majeure. Any additional costs accrued will be the responsibility of the traveler. Due to the remoteness of where we travel, an adequate medical facility could be 72 hours away or more and emergency evacuation and adequate medical treatment may be delayed or unavailable in certain areas.

**4. Share Policy:** Accommodations on all ZE programs are based on double occupancy. If you are traveling alone and wish to share accommodations, a roommate will be assigned to you whenever possible. When pairing roommates, we will always pair participants of the same sex. All shared accommodations are nonsmoking. If it is not possible to pair you with a roommate, you may be asked to pay a single supplement for the land portion of the program.

**5. Medical Information:** Participation in a ZE program requires that you be in generally good health. It is essential that persons with any medical problems and related dietary restrictions make them known to us well before departure. We can counsel you on whether the expedition you have selected is appropriate for you.

The tour leader has the right to disqualify you at any time during the tour if he or she feels you are physically incapable and/or if your continued participation will jeopardize other participants in the tour. There will be no refund given under these circumstances.

**6. Scuba Diving:** Scuba diving is offered on select voyages and is limited to the first 16 Advanced Open Water certified scuba divers who complete provided forms; due dates strictly enforced. Scuba divers must have completed two open water dives within the 12 months prior to trip departure. In the

event you are permitted to participate in scuba diving activities on your trip: (i) you specifically acknowledge and recognize the potential for injury and death which can result from swimming or scuba diving, including the malfunction of dive equipment, the natural environment, animal or sea life, currents and other changing conditions, decompression sickness, embolism or other hyperbaric injuries; (ii) you realize and acknowledge that diving with compressed air, nitrox, tri-mix, or other gases involves certain risks and requires specific training; and (iii) you certify that you have been properly trained for the breathing mixture(s) you will use and understand the risks involved. **Not all voyages offer scuba diving as an activity.**

**7. Luggage Restrictions:** Luggage size and weight limitations for both checked and carry-on luggage, imposed by the airlines or as an operational requirement due to type of aircraft, will apply for flights to/from/within this program. Specifications will be provided with pre-departure materials.

**8. Fuel Cost Increases and Currency Fluctuation:** In order to keep rates as low as possible, we do not build into the trip fare an allowance to cover possible increases from fuel costs or currency fluctuations. **Therefore, as fuel-cost increases may occur and currencies do fluctuate around the world, it may be necessary for us to initiate a rate surcharge at any time before departure if there are exceptional cost increases beyond our control.**

**9. Itinerary Changes and Trip Delay:** Itineraries are based on information available at the time of printing and are subject to change. Every reasonable effort will be made to operate the Tour as planned; however, should unforeseen events and conditions require the itinerary to be altered, MITAA and ZE reserve the right to do so.

**10. Itinerary Cancellation:** ZE reserves the right to cancel an itinerary before departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances that may make operation of the trip inadvisable. All trip payments received will be promptly refunded, and this refund will be the limit of ZE's liability without any further obligation on ZE's part. ZE is not responsible for any expenses incurred by trip members in preparing for the trip, including nonrefundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other trip-related expenses.

Traveler 1 Initials: \_\_\_\_\_

Traveler 2 Initials: \_\_\_\_\_

**11. Participation:** ZE and MITAA reserve the right to decline to accept any individual as a trip member for any reason whatsoever.

**12. Limitation of Liability:** ZE purchases transportation, hotel accommodations, restaurant services and other services from various independent suppliers that are not subject to its control. Neither ZE, its affiliates, owners, officers, agents, employees and contractors, nor any associate organization shall be held liable for any act, default, injury (including personal injury, emotional injury, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of ZE, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, ZE cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of ZE. In no event will ZE be responsible for incidental, consequential or special damage or loss suffered by any person. ZE's maximum liability, for any reason whatsoever, will be limited to the amount paid to ZE for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, ZE is not acting as principal but only as agent for the companies, corporations or persons providing or offering the means of transportation and accommodation. To the extent ZE shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation. You further understand that ZE neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold ZE responsible for their acts or omissions. Without limitation, ZE is not responsible for any negligent acts or omissions of itself or of any persons for whom it would otherwise be responsible, or acts which are beyond its control, including but not limited to acts of God or force majeure, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation, medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards

at hotels, accommodations or otherwise, any problems or injuries whatsoever arising from swimming or scuba diving or for any other reason beyond the control of ZE. ZE 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, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage. In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the traveler if costs incurred are above that of the Emergency Evacuation Insurance which is included in the cost of this trip (\$100,000 per person). You understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

**LIMITATION OF LIABILITY FOR NON-US CRUISE PORTION OF THE TOUR:** The international carriage of passengers is subject to international conventions and treaties, where applicable. The conditions of carriage in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these services and/or passage. By accepting the ticket, the traveler also agrees to its terms and conditions. Your "Contract of Carriage" /cruise ticket contains important limitations on the rights of passengers and it is important that you carefully read all terms of your "Contract of Carriage" / cruise ticket. On cruises that neither embark, disembark nor call at any U.S. port, ZE shall be entitled to any and all limitations and immunities provided under the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974, as amended by the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976, which limits ZE's liability for death or personal injury of a customer to no more than 46,666 Special Drawing Rights as defined therein (approximately U.S. \$70,000 which fluctuates depending on the daily exchange rate printed in the Wall Street Journal). In addition, and on all other cruises, ZE shall have the benefit of any statutory limitation of liability or exoneration of liability available in the applicable forum, or under any applicable national or international law, including, but not limited to, 46 U.S.C. §§ 30501 through 30509 and 30511. Under the Athens Convention any action for damages arising out of personal injury, death, or lost or damaged luggage must be brought within a period two years from the date of disembarkation and/or as set out in Article 16 of the Athens Convention as follows: (i) in the case of personal injury, from the date of disembarkation of the passenger; (ii) in the case of death, from the date when the passenger should have disembarked or the date of death, whichever is later; and (iii) in the case of lost or damaged luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

**13. Arbitration:** Any controversy or claim arising out of or relating to this Agreement or the performance thereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Seattle, Washington, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

**14. Exclusive Governing Law and Jurisdiction:** This Agreement and any actions and proceeding brought hereunder shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

**15. Waiver of Jury Trial:** In connection with any action or legal proceeding arising out of this Agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

**16. Severability:** The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**17. Waiver:** Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

**18. Exclusivity:** Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of ZE and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

**19. Acknowledgment of Risk:** You understand and acknowledge that your travel in connection with and participation in the expedition arranged at your request by ZE may involve risk and potential exposure to injury and possibly death. You also realize and acknowledge that risk and dangers may be caused by the negligence, fault or wrongdoing of the owners, directors, employees, contractors, subcontractors, officers or agents of ZE or of other participants, contractors and/or subcontractors to ZE. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with your travel and recreational activities which may take place during your journey.

**20. Express Assumption of Risk and Responsibility:** In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence,

fault or wrongdoing, whether expected or not, of the owners, directors, agents, officers, employees, contractors, or subcontractors of ZE or of other participants. You understand and acknowledge that due to the remoteness of where we travel, emergency evacuation and/or search and rescue may be delayed or unavailable and that medical facilities and supplies may be limited and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s). You understand and acknowledge that ZE reserves the right to accept or reject any participant for any reason, and ZE or its guide has the right to disqualify you from any trip activity, if in ZE 's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform ZE, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you and your doctor are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to ZE.

**21. Release of Liability:** In consideration of the services and arrangements provided by ZE, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify MITAA and ZE, and their owners, officers, directors, agents, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS, OMISSIONS OR CONDUCT OF THE OWNERS, DIRECTORS,

OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR AFFILIATES OF ZE.

**22. Express Waiver of Right To Seek Consequential, Punitive or Exemplary Damages:** Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against ZE its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

**23. Consumer Protection/Seller of Travel:** The Company is a member of the United States Tour Operators Association and is fully covered by its Consumer Protection Plan. As an active member of the USTOA, the Company is required to post \$1 Million with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of the Company's customers in the unlikely event of the Company's bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Ave., Suite 1801, New York, New York 10001, or by e-mail to [information@ustoa.com](mailto:information@ustoa.com) or by visiting its Web site at [www.USTOA.com](http://www.USTOA.com). The Company is a Registered Seller of Travel in Washington State, #601281961; California Seller of Travel # 2031043-40. Registration as a seller of travel does not constitute approval by the State of California. The Company is not a participant in the California Travel Consumer Restitution Fund.

**24. Authorization to Use Photographs and/or Audio-Visual:** The Company may use, reproduce, and/or publish photographs and/or video that may pertain to me— including my image, likeness, and/or voice without compensation. I understand that this material may be used in brochures, e-mails, and online to promote ZE and its product offerings.

**25. Miscellaneous:** As described in Paragraph 8 above, all prices are subject to change.

**PRIVACY POLICY:** Zegrahm Expeditions' Privacy Policy is incorporated into this agreement by reference and applies to you and your use of our website, other applications, platforms or channels, available now or created in the future, which are owned or operated by Zegrahm Expeditions and through which we make our products and services available. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

**ACKNOWLEDGEMENT:** My signature below indicates that I (on behalf of myself and all other customers/participants for whom I am purchasing the travel package) have, on the date shown, read and understood the terms and conditions for the travel package. I acknowledge that these terms and conditions affect my legal rights and agree to be bound by their terms. My signature also signifies my intention (on behalf of myself and all other customers/participants for whom I am purchasing the travel package) to relieve and indemnify MITAA and Zegrahm Expeditions, Inc., d/b/a "Zegrahm Expeditions", its owners, officers, directors, employees, affiliates, agents, contractors and subcontractors from any liability for personal injury, emotional injury or distress, property damage or wrongful death which I/we might suffer during my participation in the scheduled trip.

Trip Name		Departure Date
Traveler 1 Name	Signature	Date
Traveler 2 Name	Signature	Date