



raw

rainforest & educational photography tours

## Terms and Conditions

Thank you for choosing Raw Rainforest Photography & Educational Tours! Our goal is to provide you with a great experience from your initial website visit to your booking and the tour or workshop itself. It's important that we present you with our policy regarding liability, booking, payments, refunds and cancellations. [Click here](#) if you would like to download this form as an Adobe Acrobat (PDF) document. Please sign and return this document to us.

Your contract is with Visual Ventures, Limited, 309 Tulane Court, Grand Forks, ND 58203. Below are the details of the terms and conditions of the agreement. Please review this document carefully. When you make a booking and we accept it, a legally binding contract is made. If you have any questions, comments or suggestions, please contact us.

### Section I: Booking Conditions

1. Your Raw Rainforest Photography tour or workshop cost includes: services of Bruce Farnsworth; an Ecuadorian naturalist guide and/or local guide(s); in-country airfare; in-country transfers; all accommodations and meals as indicated, entrance fees, excursions and sightseeing as listed, taxes, service charges and other fees for the tour.
2. Tour or workshop cost does **NOT** include: Airfare, excess or oversize baggage charges; cost of visas; vaccinations; medications; alcoholic drinks; gratuities; personal items; phone calls; internet services outside our lodges; baggage/trip cancellation/medical/evacuation insurance.
3. A deposit of \$500 must be sent with this "Registration Form" or paid on the Raw Rainforest website via PayPal. The balance of the tour or workshop price is due for payment 70 days before the tour or workshop start date. If you book less than 70 days before the tour or workshop start date, full payment must be received before the booking can be accepted. If the balance is not paid in time, we reserve the right to cancel your deposit and apply the cancellation charges outlined below.
4. We reserve the right, in any circumstance, to cancel your tour or workshop. If we do cancel your tour or workshop, an alternative tour or workshop of a similar standard will be offered to you. If this is not acceptable any money paid by you to Visual Ventures, Inc. will be refunded. We do not accept liability for any loss or damage arising out of any cancellation on any account whatsoever.

5. On a tour or workshop of this nature, it is necessary for you to abide by the authority of the tour or workshop leader, who represents Visual Ventures, Ltd. and Raw Rainforest Photography and Educational Tours. The decision of the tour or workshop leader as to the conduct, itinerary and objectives of the tour or workshop is final. Signing our registration form signifies your agreement to this. If in the opinion of the tour or workshop leader, your behavior or physical condition is detrimental to the safety, welfare and well being of the group as a whole (which is the paramount consideration), then you may be asked to leave the tour or workshop, without the right to any refund.

6. Medical vaccinations and other preliminary arrangements including passports and all procurements are entirely your responsibility and we accept no responsibility in the event that these are not completed in time for departure.

7. Your booking is accepted on the understanding that you realize and accept the risks potentially involved in adventure travel, such as this tour or workshop may represent. You must tell us if you have an existing medical condition, allergy, special dietary requirement or disability that might affect your tour or workshop before you book the tour or workshop. If, in our reasonable or lay opinion, your chosen tour or workshop is not suitable for your medical condition or disability, we reserve the right to refuse your booking. We reserve the right to cancel the contract if medical problems are discovered, and in this eventuality the cancellation charges as outlined below will apply.

#### **Cancellation policy:**

<u>Number of days prior to tour or workshop</u>	<u>Per person cancellation fee</u>
71 or more days	Advance deposit
70 days or less	No refund

#### Notes on Cancellations:

Cancellations made 70 days or less prior to the tour or workshop will receive no refund unless we are able to fill your spot. In such case, we may refund your deposit or apply it to another Raw Rainforest Photography & Educational Tours program according to your preference. For refunds, a 5% PayPal/credit card commission charge and a fixed fee of \$37.50 for our own cancellation expenses apply.

In justified cases, however, we can try to negotiate with hotels and service providers to obtain a refund or a credit note, but our providers, not Visual Ventures, Ltd. or Raw Rainforest Photography & Educational Tours, give the last word in this matter. Refunds for last minute cancellations of services or lodging depend on the service providers, such as hotels, car rentals and others, and not on us, for we typically work with completely pre-paid services.

8. Raw Rainforest Photography Tours reserves the right to cancel tours or workshops for lack of participants no fewer than 45 days from the beginning tour date. In the event that Visual Ventures, Ltd. or Raw Rainforest Photography Tours cancels a tour or workshop, we will

provide a full refund of your reservation deposit and any payments on the remaining trip balance or we will apply the money to another Raw Rainforest Photography Tours travel option according to your preference. For refunds, a 5% Paypal/credit card commission charge and a fixed fee of \$37.50 for our own cancellation expenses apply.

9. In the event that Raw Rainforest Photography Tours is forced to cancel a tour or workshop due to failure to reach the minimum number of participants, we will make every effort to provide you with similarly priced photo travel options, either on your own or as part of a different Raw Rainforest Photography & Educational Tours itinerary. We recommend you purchase fully refundable air tickets or tickets that can be credited toward other flights should there be a cancellation.

### **Visual Ventures, Limited Release and Indemnity Agreement:**

For and in consideration to participate in the tour or workshop, each participant (client) and each parent or legal guardian of a tour or workshop participant who is under 18 agrees to release, indemnify, and hold harmless Visual Ventures, Limited, its agents, Raw Rainforest Photography & Educational Tours, servants, employees, shareholders, officers, directors, attorneys, and/or independent contractors or subcontractors as more fully set forth in the Release and Indemnity Agreement below. Visual Ventures, Limited acts only as an agent for the passenger in regard to travel, whether by railroad, motorcar, motor coach, boat, motorized wooden canoe, traditional dugout canoe, airplane, or other means of transportation, and assumes no liability for injury, damage, loss, accident, delay, and/or irregularity caused by such transportation for any reason whatsoever, including the acts, defaults, defects, intentional acts, or bankruptcies of any company or person engaged in conveying the passenger and/or in carrying out the arrangements of the tour or workshop. Visual Ventures, Ltd. and Raw Rainforest Photography & Educational Tours have no responsibility for losses or additional expenses due to delay and/or changes in travel arrangements and/or other services, sickness, weather, mudslide, flooding, strike, war, roadblock, quarantine, and/or other causes. The tour or workshop (client) participant shall bear all such losses and expenses. Visual Ventures, Ltd. and Raw Rainforest Photography & Educational Tours reserve the right to substitute any service, including but not limited to hotels for those indicated and to make any changes in the itinerary where deemed necessary and/or caused by changes in travel schedules. Visual Ventures, Limited reserves the right to decline to accept or retain any person as a member of any tour or workshop. Baggage is at owner's risk entirely.

Participants should be in good health and should consult a physician before undertaking a tour or workshop. If you have questions about the physical requirements of a tour or workshop, please contact Raw Rainforest Photography & Educational Tours for further information. Visual Ventures, Ltd. and Raw Rainforest Photography & Educational Tours is not liable for any health related illnesses or injuries. Each client is responsible to not participate in any activity that they are not physically fit to participate in. Participants should prepare for the tour or workshop by reading the detailed itinerary, and all other pertinent information provided by Visual Ventures, Limited and Raw Rainforest Photography & Educational Tours. Each participant is responsible for bringing appropriate clothing and equipment as recommended and being knowledgeable in their proper use.

The receipt of your tour or workshop deposit shall be deemed to be consent to the above conditions. Each tour or workshop participant and each parent or legal guardian of a tour or workshop participant who is under 18 shall sign and deliver the Release and Indemnity Agreement to Visual Ventures, Limited at the time of registration.

**Trip Cancellation and Medical Emergency Insurance:** Visual Ventures, Limited strongly recommends you consider purchasing trip cancellation (including medical emergency and international evacuation) insurance to cover your investment in case of injury or illness to you or an immediate family member prior to or during a tour or workshop. **Because we remit tour deposits to our suppliers, we shall not offer any refund when cancellation occurs within 70 days of departure, and only a partial refund from 71+ days prior to departure (see cancellation policy).**

( ) I have purchased or will purchase trip cancellation /interruption insurance.

( ) I have declined optional insurance and understand that exceptions to the cancellation penalties outlined above can not be made.

**RELEASE AND INDEMNITY AGREEMENT:** Each registrant named on the reverse desires to participate in the tour or workshop listed thereon. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES Visual Ventures, Limited, a North Dakota corporation, its agents, servants, employees, shareholders, officers, directors, attorneys, independent contractors, and sub-contractors, past, present and future, their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, and/or arising out of the registrant's participation in the tour or workshop (collectively, "Claims").

**IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.**

I /we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, which are incorporated herein by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Each registrant affirms that he/she is in good physical health and able to tolerate the physical demands of the tour or workshop.

\_\_\_\_\_ Date: \_\_\_\_\_  
Client/Tour/Workshop participant signature

**Mediation:** Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour or workshop, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Grand Forks County, North Dakota.

**Arbitration clause:** If any controversy between Visual Venture, Limited and the client is not settled at mediation, the controversy, claim or cause of action shall be submitted to arbitration in Grand Forks, Grand Forks County, North Dakota, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of North Dakota. Any award rendered by the arbitration panel shall be final and binding on the parties, and judgment thereon may be entered by a court in Grand Forks County, North Dakota having subject matter jurisdiction. If the client does not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim shall be filed with the District Court in Grand Forks County, North Dakota. Client and Related Parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to arbitrate, or submit controversies or claims to a court does not waive or modify the Release and Indemnity as contained in the Release and Indemnity Agreement. I understand that I have the right to have all controversies heard in a court of law, and I agree to waive all rights to have any controversy heard in court and I agree to submit all controversies to arbitration.

\_\_\_\_\_ Date: \_\_\_\_\_  
Client/Tour or Workshop participant signature

I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals.

THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NORTH DAKOTA. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, VISUAL VENTURE, LIMITED, RAW RAINFOREST PHOTOGRAPHY & EDUCATIONAL TOURS, OR ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OR WORKSHOPS OFFERED BY VISUAL VENTURES, LIMITED, SHALL BE IN GRAND FORKS COUNTY, NORTH DAKOTA.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement.

Date: \_\_\_\_\_ Signature of Client/Tour/Workshop participant: \_\_\_\_\_

**Sign and return the completed document**

Completed forms may be either mailed (or scanned and emailed) to

Visual Ventures, Limited  
309 Tulane Court  
Grand Forks, ND 58203  
1-701-4468-RAW  
Email: [info@rawrainforest.com](mailto:info@rawrainforest.com)