



## Terms and Conditions

Thank you for choosing Raw Rainforest Immersion Photo Tours & Conservation Travel! Our goal is to provide you with a great experience from registration through completion of your tour. It's important that we present our policy regarding liability, booking, payment, cancellations, refunds; indemnity, mediation and arbitration.

Your contract is with Visual Ventures LLC, 1569 Solano Avenue #482, Berkeley, CA 94707 of which Raw Rainforest Immersion Photo Tours & Conservation Travel is a brand. Please review this document carefully as it presents the details of the terms and conditions of your tour agreement. 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 at your earliest convenience.

### Section I: Booking Conditions (Inclusions, exclusions, deposit/reservation and payment)

1. Your Raw Rainforest tour cost includes: Expert environmental interpretation, photography instruction and guide services by Dr. Bruce Farnsworth; professional Native Kichwa naturalist guide; seminars by guest Ecuadorian scientist(s); lodging in-country, including the first night's stay at Boutique Hotel Manor Cultural in Quito or alternate; camp equipment and set-up on extended tours that include glamping; in-country travel by ground or air as indicated in the itinerary; all excursions and sightseeing during the itinerary; all accommodations and meals as indicated in the itinerary; all in-country travel which may include domestic air travel; professional drivers, canoe pilot, and covered motorized canoe and small canoe operations; transfers between airports, hotels, tour and pre-tour locations; all gourmet and ethnic meals during the itinerary; bottled water on the trip; rubber boots and ponchos as needed for excursions; park entrance fees at Yasuní National Park and other reserves; taxes, surcharges, and other fees related to the tour itinerary.

2. Tour cost does **NOT** include: International airfare or travel to Ecuador; fees associated with excess or oversize baggage or vehicle/transport costs for extraordinary gear; costs of visas and travel documents; vaccines, medications, medical clearances; travel insurance and any travel preparation expenses; additional lodging, food, fuel and other expenses resulting from the client's request to change or extend an itinerary; medical care, medical transport and related costs; travel insurance to cover medical care, evacuation (domestic or international); loss of baggage or personal items; trip cancellation/rebooking/reticketing fees; phone calls; internet services outside our hotels and lodges; snacks and non-water drinks outside of meals; alcoholic drinks; tips, gratuities & souvenirs.

3. A reservation will be confirmed after the client has made the first deposit of 30% of the total value of the reservation in U.S. Dollars (USD), per passenger, within 10 business days of the date of booking confirmation and we have received the corresponding registration form; this 30% deposit will be non-refundable. If no deposit is received within 15 business days of reservation,

the space(s) held will be released. Payment is accepted by personal check or electronically via secure invoice emailed from our PayPal merchant store.

4. Full payment must be made 45 days before the tour date and/or the date of issuance of the corresponding invoice from the secure PayPal merchant store of Raw Rainforest Immersion Photo Tours/Visual Ventures LLC, which is usually in the same month of the tour. • If you book less than 45 days before the tour or workshop start date, full payment must be received before the booking can be accepted. During the high season – June – July & December – February – RawRainforest Immersion Photo Tours has the right to require full and immediate payment of reservations, including reservations that have been confirmed in advance. If the balance is not paid in time, we reserve the right to cancel your deposit and apply the cancellation charges outlined below. Please note that, as the tour date approaches, our capacity to add additional participants will depend on the availability of lodging. There can be no guarantee of space available as there are factors beyond our control. Depending on the final selection of accommodations and the number of tour participants, lodges may offer additional rate discounts to be determined.

5. On a tour of this nature, it is necessary for you to abide by the authority of the tour leader who represents Raw Rainforest Immersion Photo Tours and Visual Ventures LLC. The decision of the tour 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 leader, your behavior or physical condition is detrimental to the safety, welfare or well-being of the group as a whole (which is the paramount consideration), then you may be asked to leave the tour, without the right to any refund.

6. Medical vaccinations, determinations of health and fitness, and any 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. Please consult with your medical providers to determine if this tour is right for you. Read the Limited Release and Indemnity Agreement below for more information in this regard.

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, before you book a tour or workshop with us, if you have an existing medical condition, allergy, special dietary requirement or disability that might affect your tour or workshop experience at said 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 after booking and, in this eventuality, the cancellation charges as outlined below will apply.

8. Itineraries are subject to change without prior notice due to weather conditions or other causes beyond the control of tour operators. Tour leader(s), guide(s), operators, providers and other support staff may be changed or substituted as necessary due to unforeseen circumstances.

9. Although the areas visited in tour have diverse and abundant flora/fauna, we do not guarantee sightings of specific animals or plants during the tour. Sightings depend on environmental conditions and can be either facilitated or reduced by a variety of unforeseen circumstances.

## **Section II: Cancellation & Refund Policy**

10. We reserve the right, in any circumstance, to cancel your tour or workshop for any reason no fewer than 45 days from the beginning tour date. In the event that Visual Ventures LLC or Raw Rainforest Immersion Photo 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 travel option according to your preference. If we do cancel your tour or workshop, an alternative product of a similar standard will be offered to you. If this is not acceptable, any money paid by you to Visual Ventures LLC will be refunded. We do not accept liability for any loss or damage arising out of any cancellation on any account whatsoever.

11. For cancellations made by the client 71 calendar days or more before the tour, the client will be charged a 25% fine. For cancellations made by the client 70 - 40 calendar days before the tour, the client will be charged a 50% fine on lodging and providers. In cancellations made less than 40 days before the tour, client forfeits their payment for the full net fare of the tour.

12. Changes or cancellations made by Raw Rainforest Photo Tours due to force majeure will be reported to customers as soon as possible. In the event of natural disasters or commercial reasons, Raw Rainforest Photo Tours and Visual Ventures LLC have the right to provide similar services of the same quality and/or price, if available. The client will be informed of these changes as soon as possible. In the event that the Ecuadorian borders are closed, flights out of the U.S. to Ecuador are suspended or unforeseen natural events that prevent travel, your 30% deposit will be used as credit for your future trip for you and/or your family. The credit will be valid for 12 months from the date of the deposit. If you do not initiate a tour with Raw Rainforest Photo Tours within one year of the original booking, that deposit will be returned to the client minus an administrative fee of 10% of the full tour price.

13. In justified cases, we can try to negotiate with hotels and service providers to obtain a refund or credit note, but our providers, not Raw Rainforest Immersion Photo Tours or Visual Ventures LLC, give the last word on this. 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, because we typically work with completely prepaid services. To offset refund-related expenses, a 5% PayPal/credit card commission charge and fixed fee of \$37.50 is applied.

14. In the event that Raw Rainforest Immersion Photo Tours or Visual Ventures LLC 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 as a custom tour or as part of a different Raw Rainforest Immersion Photo Tours itinerary. We recommend you purchase fully refundable air tickets or tickets that can be credited toward other flights in the event there should be a cancellation.

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

15. 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 LLC, its brand Raw Rainforest Immersion Photo Tours, and any of its agents, servants, employees, shareholders, officers, directors, attorneys,

and/or independent contractors or subcontractors as more fully set forth in the Release and Indemnity Agreement below. Raw Rainforest Immersion Photography Tours and Visual Ventures LLC act only as an agent for the passenger in regard to travel, whether by railroad, motorcar, motor coach, boat, motorized canoe, traditional dugout canoe, airplane, hiking, trail, canopy observation tower, floating dock, 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, LLC and Raw Rainforest Immersion Photo Tours have no responsibility for losses or additional expenses due to delay and/or changes in travel arrangements and/or other services to include, but not limited to, sickness, weather, mudslide, flooding, strike, war, terrorist act, roadblock and quarantine. The tour or workshop participant (client) shall bear all such losses and expenses. Visual Ventures LLC and Raw Rainforest Immersion Photo 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. Raw Rainforest Immersion Photography Tours and Visual Ventures, Ltd. reserve the right to decline to accept or retain any person as a member of any tour or workshop. The choice and handling of baggage is at the owner's risk entirely.

16. Participants should be in good health and should consult a physician before undertaking a tour. If you have questions about the physical requirements of a tour, please contact Raw Rainforest Immersion Photo Tours for further information. Raw Rainforest Immersion Photo Tours and Visual Ventures LLC are not liable for any health related illnesses or injuries which may include, but are not limited to, snakebite, tropical disease, allergic reaction, slip, fall, broken bones, drowning and/or other trauma, emergencies and causes. Each client is responsible to not participate in any activity that they are not physically able to participate in. Participants should prepare for the tour or workshop by reading the detailed itinerary and all pertinent information provided by Raw Rainforest Immersion Photo Tours. Each participant is responsible for bringing appropriate clothing and equipment as recommended and being knowledgeable in their proper use. You are expected to inform Bruce Farnsworth and all tour leaders and providers immediately of any change in your medical status or condition that may require attention during the tour.

17. 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 this Release and Indemnity Agreement to Visual Ventures LLC, at the time of registration.

### **Trip Cancellation and Medical Emergency Insurance:**

18. Raw Rainforest Immersion Photo Tours and Visual Ventures LLC strongly recommend that you purchase trip cancellation insurance (including medical emergency and international air evacuation coverage) to protect you and your investment in case of injury, illness or other loss to you or an immediate family member prior to or during a tour or workshop. To reiterate, because we remit tour deposits to our suppliers, we shall not offer any refund when cancellation occurs within 39 days of departure, and only a partial refund prior to this (see cancellation and refund policy in clauses 11-14 above).

Please check the appropriate box:

- 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:**

The Client/Participant/Registrant named and signed below desires to participate in the tour or workshop listed on his or her corresponding registration form. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES Visual Ventures LLC, a California limited liability corporation, its agents, servants, present or future 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 the Reservation/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.

Client / Participant / Registrant Name	Signature	Date
--	-----------	------

**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 Alameda County, California.

**Arbitration clause:** If any controversy between Visual Ventures LLC and the client is not settled at mediation, the controversy, claim or cause of action shall be submitted to arbitration in Oakland, Alameda County, California, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of California. 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 Alameda County, California 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 Alameda County, California. 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 / Participant / Registrant 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 CALIFORNIA. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, VISUAL VENTURES LLC. RAW RAINFOREST IMMERSION PHOTO TOURS, OR ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OR WORKSHOPS OFFERED BY RAW RAINFOREST IMMERSION PHOTO TOURS AND VISUAL VENTURES LLC SHALL BE IN ALAMEDA COUNTY, CALIFORNIA.

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 / Participant / Registrant: \_\_\_\_\_

**Sign and return the completed document**

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

**Visual Ventures LLC**  
1569 Solano Avenue, #482  
Berkeley, California 94707 (USA)

Telf. +1 (415) 320-4015  
Email: info@rawrainforest.com