



DESTINATION EARTH POLICIES

TERMS AND CONDITIONS

By registering your email and other identifying information with Destination Earth and paying a deposit or payment of any value toward a tour, you acknowledge that you have read, understood and agree to be bound by the terms and conditions herein. Acceptance of your registration will be confirmed by Destination Earth in writing via electronic communication, BASED ON TOUR AVAILABILITY. If you do not understand any of the terms and conditions herein, please feel free to discuss them with Destination Earth by email or phone.

Expectations of Registered Clients/Travelers

Travelers must be over the age of 18 with legal proof of identity and age (valid government issued identification).

Destination Earth facilitates tour management through regular emails and website interaction that provide instruction and information vital to your tour. If you cannot reliably receive information via email, please notify us immediately for support.

Each tour/region has a designated "Tour Dashboard" page on our website where you will be directed to access the instructions, Visa information, packing lists, and relevant waivers and forms for that tour once you are registered. The "Tour Dashboard" will be available 24/7 if you miss an email communication. Some special offers and personal communications may not be available on the "Tour Dashboard."

Clients/travelers agree to be responsible for following the instructions provided in Destination Earth communication, such as:

- Providing accurate registration and contact information.

- Completing actions such as payment in full, signing and returning registration and liability forms for each traveler, obtaining proof of traveler's insurance, inoculations (where required), arranging your transportation to the meeting location, etc.

- Disruptive or unlawful behavior will not be tolerated.

Failure to complete necessary actions or intentionally providing inaccurate or false information may result in being refused service, and in some cases refunds will not apply (see CANCELLATION AND REFUND POLICY below). Copies of company policies are available 24/7 on the Destination Earth website.

Deposits and Payments

Deposit: A refundable deposit of USD \$950 per traveler/client, per tour, is required in order to hold a space on a specific tour. Registration is not complete and your space is not assured until all forms, waivers & payments associated with that tour are received by Destination Earth. Destination Earth reserves the right to refuse service to anyone, at any time, for any reason within the scope of lawfulness.

Payments: Payments can be made through Paypal accessed via our website (3% handling fee for this service), or by check or money order (please contact us for instructions). Destination Earth is a DBA of Inspire Productions, Inc. of CA.



Balance Due: All remaining balances are due 60 days before tour departure date unless otherwise arranged with Destination Earth in writing. If the balance is not paid in full by 60 days before tour departure date, Destination Earth will regard the booking as cancelled, and the following refund schedule will apply to any payment made up until that point, based on the date you request a refund (“refund request date”).

CANCELLATION AND REFUND POLICY

Cancellation By Client

PLEASE NOTE: **It is the client’s responsibility to request a refund in writing when cancelling.** “Refund request date” will be the date Destination Earth receives your written request for a refund via email or post mail. To protect client information we do not process refund requests over the phone.

90 days or more before tour departure date : If you cancel your registration and request a refund 90 days or more before departure date, you will be entitled to a full refund less a 100.00 Administration Fee.

Less than 90 days before tour departure date: Cancellations less than 90 days prior to trip departure date will receive no refund of monies paid.

No refunds will be issued on unused portions of the tour. Airline tickets, transportation costs, and all other costs associated with your travel that are not within the scope of the Destination Earth tour are the responsibility of the client. Please refer to the policies of those companies. Destination Earth will not be held responsible for changes, fees, cancellations or loss associated with or assessed by any other company in the event of a cancellation by traveler or Destination Earth.

Monies will be refunded to you via the same method in which they were received. Destination Earth will make reasonable attempts to communicate with you regarding refunds with the contact information you provide to us. Please make sure contact information is accurate.

Cancellation of Tour by Destination Earth

Destination Earth reserves the right to cancel a tour or refuse service to anyone, at any time, for any reason within the scope of lawfulness, and will advise you of such cancellation no later than 30 days before the tour departure date. Destination Earth reserves the right to cancel a tour, including a guaranteed one, at any time, if the safety of travelers or international issues become a concern. If a tour is cancelled by Destination Earth, we will offer you alternative or comparable arrangements, or a full refund of monies paid up until that point.

Destination Earth reserves the right to protect the safety and enjoyment of its clients, and the viability of our tours and services. Tour guides and leaders are granted the authority to act on behalf of Destination Earth while a tour is in progress, and may change or adapt the itinerary if needed. In the case that a traveler is asked to leave the tour due to disruptive, dangerous or illegal behavior, no refunds will be issued.

PLEASE NOTE: In the event that your tour is disrupted due to events outside the scope of Destination Earth’s responsibility, such as but not limited to: personal misconduct, violation of law or legal issues, improper personal documentation (including Visas), lost baggage or personal effects, theft, illness, accident, separation from tour group, etc., no refunds will be issued. Please make sure you are fully prepared for international travel. Please feel free to contact us with questions.

Force Majeure

Destination Earth will not be liable for any delay in, change to or cancellation of trips due to “major



catastrophe”“. “Major catastrophe” means a circumstance beyond the reasonable control of Destination Earth and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, earthquakes, fire and strikes. In case of “major catastrophe,” Destination Earth will endeavor to refund pro-rated amounts to travelers after reasonable business expenses if possible (as in cases where issues arise before tour departs), but cannot guarantee any refund in these cases. Destination Earth requires our travelers to have travel insurance for their safety and financial security.

TOUR REQUIREMENTS

Travel Insurance

Personal travel insurance is required for travel with Destination Earth, and is not included in the tour price. You must carry and provide proof of personal travel insurance that is adequate to cover you for any disruption, before you will be allowed to participate in tour. Your travel insurance must cover accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. Destination Earth also recommends your insurance covers cancellation, curtailment and loss of luggage and personal effects. For your safety and financial security, Destination Earth reserves the right to cancel or suspend your participation on a tour or in certain activities that comprise part of a tour, at any time, including after the commencement of your tour, with no right of refund, if you are unable to provide proof of insurance when requested. We will send you a recommended trip insurance company, but you are free to use any company you prefer. (See Part C: Proof of Traveler’s Insurance)

Passports and Visa

You must carry a valid passport and carry a valid visa for your booked trip when traveling with Destination Earth. Please ensure your passport is valid for 6 months beyond the duration of the tour. **It is your responsibility to ensure you acquire the appropriate visas for your travel.** Destination Earth will provide general visa information when you register, but cannot accept responsibility if you are refused entry to a country because you do not have the correct visa and passport documents.

Promotional Material Waiver

Destination Earth reserves the right to take photographs and videos of participants of a tour and these may be used for promotional purposes. Travelers and participants who would prefer their images not be used in this manner must state their preference in writing at least 30 days prior to trip departure date. In this case, Destination Earth will not use images of you taken by our staff for promotion. Destination Earth cannot control photos or videos taken by other travelers on your tour, or where these may be shared or posted, and warns that unintentional cross-references onto our promotional materials through social media may occur that we may not be aware of, so please make sure you let your travel peers know your preferences.

Complaints and Concerns

Destination Earth is dedicated to providing you caring customer service. Please contact us directly with any questions, concerns or complaints, as soon as possible. Written concerns with a return address received by staff members will be responded to in writing within 45 days. Destination Earth Policy is that parties agree first to try in good faith to settle the dispute by mediation administered by the World Travel Dispute Center under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will



settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees.

DESTINATION EARTH PRIVACY POLICY

By using our website or the services offered by us, you are consenting to our use of such personal information as you provide for internal purposes. Direct questions to officestaff@destination-earth.org.

Financial Data

Destination Earth does NOT gather, store or otherwise maintain any Credit Card or other sensitive private data. All credit card transactions are processed through 3rd party services which maintain their own privacy and security policies. Any checks or money orders are deposited to our account promptly, and only internal accounting information is stored on our encrypted servers and encrypted cloud.

How Is My Personal Information Used?

Destination Earth does NOT share your private information with other travelers UNLESS you specifically request that it be shared – for instance, in the event you are sharing a room with a stranger and both wish to communicate with each other before the trip. Destination Earth may share your non personal-identifiers (such as smoking preference, sex, etc) in the event of a room share or activity opportunity, without your prior consent, in order to facilitate logistics.

As you would expect, certain information must be used internally in the course of our business, and provided to outside suppliers who perform services you have requested. Absolutely no credit card or financial information will be provided to our 3rd party affiliates without your express permission (we do NOT store your private financial data).

If you do not provide the Personal Information that we request on our registration forms and liability waivers or health questionnaires, we may not be able to deliver the services you have requested, including processing a refund. Please contact us if you have any questions.

Third Parties, Opt Out Notices, and Deleting Personal Records

Please be assured that Destination Earth and its contracted suppliers never sell, lease or trade information about you or your travel information to other parties in the ordinary course of conducting its business. To Opt Out of receiving emails, please respond as per the Opt Out instructions on any newsletter communication from our company. To have us delete your personal records from our files, please send an e-mail with your request to Destination Earth at officestaff@destination-earth.org.

Privacy Policy Changes

Destination Earth reserves the right to amend or make revisions to this Privacy Policy, which amendments may also apply to your personal information collected under a previous version of this Policy. If we make a change to the Policy, the revised version will be posted on our website.



Destination : **Earth**

WEB: www.destination-earth.org | TEL: 1.800.681.5610 | EMAIL: officestaff@destination-earth.org
Compassionate Adventures: Travel with Meaning

I agree to all terms and conditions as listed in DESTINATION EARTH POLICIES.

PARTICIPANT'S NAME _____

LEGAL GUARDIAN'S NAME _____

TELEPHONE _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ COUNTRY _____

SIGNATURE _____ DATE _____



Traveler Documentation and Release of Liability Forms

Part A: Emergency Contact Information (REQUIRED)

1. Name: _____ Phone Number _____

Email _____ Relationship _____

2. Name: _____ Phone Number _____

Email _____ Relationship _____

Part B: Proof of Traveler's Insurance (REQUIRED)

Proof of Traveler's Insurance covering accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, and emergency repatriation (including helicopter rescue and air ambulance where applicable) is REQUIRED to participate in Destination Earth tour activities. You may obtain insurance from the company of your choice. Feel free to Contact Us for insurance provider recommendations.

Insurance name: _____ Contact Phone: _____

Policy#: _____

Part C: Medical Information (REQUIRED)

Please list any known medical conditions you may have, such as heart conditions, diabetes, low blood sugar, seizures, chemical sensitivities, etc. that we should know about:

Do you require any medications? YES___ NO___ Do they need special handling? YES___ NO___

Where will the medication be located? _____

Do you have any special needs that require treatment or reasonable accommodation? YES___ NO___



Destination : **Earth**

WEB: www.destination-earth.org | TEL: 1.800.681.5610 | EMAIL: officestaff@destination-earth.org

Compassionate Adventures: Travel with Meaning

If yes, please explain how we can help: _____

Please list any known allergies, including food allergies:

Have you ever had an anaphylactic reaction or required an epi pen or the administration of adrenaline/epinephrine for an allergic reaction? YES___ NO___

If yes, you must carry & administer your own epi pen or allergy medication. Where will it be located in case of emergency? _____

Dietary restrictions: Please list any dietary restrictions such as vegetarian, vegan, etc.

Please Read and Fill Out Section D



Part D: RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (REQUIRED)

*This is a release of liability. Please read it carefully and sign below. This release essentially says that you know you are going on an adventure tour that has inherent risks. If you die, get hurt, or your belongings are compromised, you are promising you will not make a claim, sue or expect Destination Earth, It's owners and/or their heirs, or their operators, agents, assignees, employees, and other associates to be legally responsible or pay for any damages. Destination Earth is a DBA of Inspire Productions, Inc. of CA. Destination Earth, its staff and associates will hereby be named Operator in this agreement. ***Note that Part A: Emergency Contact Information, Part B: Proof of Traveler's Health Insurance, and Part C: Medical Information sections are required in addition to this release.****

I, the undersigned, hereby acknowledge that I have voluntarily chosen to participate in an adventure tour with Operator. I fully understand that an adventure tour, especially in a foreign country, is an activity that will have inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries, illness and property damage. I acknowledge and willingly assume all risks and hazards inherent in adventures and international travel, including but not limited to encounters with local peoples, unfamiliar cultures and customs, uncontrolled situations, animals, wildlife and insects, diseases, exposure to extreme temperatures and inclement weather, wilderness terrain, regions where accommodation, safety, hygiene, medical facilities, and infrastructure may not be of the standard that I am accustomed to, and unavailability of immediate medical attention in case of injury.

I voluntarily agree to release, discharge and hold harmless Operator, Operator's heirs, assigns and associates, officers, employees, and agents for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, or any other act or omission which causes the undersigned illness or injury, death, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge Operator, his associates, officers, agents, and employees from any act or omission of negligence in rendering or failing to render any type of emergency or medical services. In signing this document, I fully recognize and understand if I (or any minor on whose behalf I am signing this release) is hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against Operator, his associates, employees and all other parties and affiliates named herein even if they negligently or by some other act or omission cause injury or damage. I hereby accept full responsibility for making decisions regarding the my (and/or the undersigned's) health and well-being. Personal medical and travel insurance is required for all participants, and I can provide proof of valid insurance for the duration of the undersigned's participation in tour activities.

UNDERAGE REPRESENTATION

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that the said minor may participate in this adventure tour and I sign this release on their behalf. In addition, I give Operator, Operator's associates, employees and agents permission to treat the undersigned in case of illness, injury, emergency, or accident if necessary. I fully understand Operator is not medically trained. Should emergency medical services become necessary, for the undersigned, the expenses are the sole responsibility of the participant and not that of Operator. I can provide proof of valid traveler's insurance for the undersigned.



Destination : **Earth**

WEB: www.destination-earth.org | TEL: 1.800.681.5610 | EMAIL: officestaff@destination-earth.org
Compassionate Adventures: Travel with Meaning

ALTERNATIVE DISPUTE RESOLUTION CLAUSE

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the World Travel Dispute Center under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees.

Operator reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of Operator while on this and any tour or activity I participate in through Destination Earth. I also certify that I, and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I AM ASSUMING ALL RISKS INHERENT WITH AN ADVENTURE TOUR. I HAVE FILLED OUT THE REQUIRED PART B: EMERGENCY CONTACT INFORMATION, PART C: PROOF OF TRAVELER'S INSURANCE, AND PART D: MEDICAL INFORMATION SECTIONS. I HAVE RECEIVED A COPY OF PART A: DESTINATION EARTH POLICIES. I AGREE TO BE BOUND TO THE TERMS OF THE ALTERNATIVE DISPUTE RESOLUTION CLAUSE. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.

PARTICIPANT'S NAME _____

LEGAL GUARDIAN'S NAME _____

TELEPHONE _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ COUNTRY _____

SIGNATURE _____ DATE _____