



# Expedition Contract

I desire to travel in cooperation with Uncharted Adventures for the purpose of participating in one or more Uncharted Adventures Expeditions, organized by Uncharted Adventures, or otherwise. On behalf of myself, my heirs, representatives and assigns, I hereby release and forever discharge Uncharted Adventures, their partners including Uncharted Ministries and affiliates, and their respective members, employees, officers, directors and representatives from and against any and all claims for any and all injuries (including death), losses or damages, including consequential damages, I might have or sustain on or in any way relating to any such Uncharted Adventures Expedition, whether before, during or after an Uncharted Adventures Expedition or otherwise.

I understand that travel may involve significant risks and that travel to some areas involves greater health and safety risks than travel in general. I understand that it is my sole responsibility to gather whatever information I need in order to assess the risk involved in any travel, stay or other activity contemplated by this RELEASE. My signature on this RELEASE and my participation in any such activity means that I have to my full satisfaction obtained all information necessary for me to assess the risk and to participate willingly.

I am eighteen (18) years of age or older, and this RELEASE is binding on me and my executor, administrators, heirs and assigns.

I am a Christian and I understand that the Bible commands Christians to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; I Corinthians 6:1-8). Therefore, I agree with Uncharted Adventures that any claim or dispute covered by, arising from or related to this RELEASE will be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. All such mediation and arbitration shall take place in Frisco, Texas. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. I agree with Uncharted Adventures that such mediation and arbitration will be the sole means available to us for resolving any controversy or claim covered by, arising from or related to this RELEASE and that we expressly waive our rights to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. Nothing in this paragraph shall prevent Uncharted Adventures, or any released party, from asserting or pleading this RELEASE as a defense in any action or proceeding brought against Uncharted Adventures, or any released party.

## Terms & Conditions

### **General Agreement**

I am agreeing to the terms and conditions outlined in this document. I am indicating that I would like to participate in an Uncharted Adventures expedition, and I am committed to abide by this contract. I understand that travel, may involve significant risks and that travel to some areas of the world involves greater health and safety risks than travel in general. I also commit to obtain all required funds for the trip. I realize that all checks should be made payable to Uncharted Adventures, or through online checkout.



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## **Expedition Cost**

I understand that to participate in an Uncharted Adventures expedition, I must submit payment for the price of the expedition, as established by Uncharted Adventures, and payment for any expenses incurred by Uncharted Adventures on my behalf for purposes of the expedition. The preferred payment method is to pay the full amount. The second option is to pay 50% up front and the final 50% six months prior to trip departure. For those who have reserved a spot on the expedition, the remainder of payments will be due according to the following timeline:

- 50% of Uncharted Adventures Expedition price (after \$100 nonrefundable deposit) at least 180 days prior to the Expedition departure date; and
- All remaining Uncharted Adventures Expedition price at least 90 days prior to the Expedition departure date.

## **Safety**

Safety of our travelers is of the highest priority to Uncharted Adventures and our partners. If for any reason safety is threatened by any factors the owners/operators reserve the right to make whatever changes deemed necessary for the safety of the team. This could include changing lodging or avoiding areas at short notice.

## **Personal Conduct**

The Policies and Codes of Conduct are hereby incorporate into these Terms & Conditions. Acknowledging and accepting the religious and moral nature of Uncharted Adventures purpose and mission, the undersigned agrees to always conduct herself or himself, professionally and personally, in accordance with Uncharted Adventures teaching authority, law and internal governance. Charges of immoral behavior, or of conduct violative of the Policies or other written policies incorporated herein can result in participant being sent home early at their own expense.

## **Activities**

Participants may have the opportunity to participate in various physical activities including, but not limited to, hiking, camping, swimming, camel riding, cliff jumping and other activities. Participants are hereby notified that these and other activities may be dangerous and may result in serious injury or death. Participation in these activities shall be at the participants own risk. Uncharted Adventures shall not be liable for any injuries sustained by participants which are the result of participation in such activities.

## **Tips**

Tips will be paid on your behalf throughout most of the expedition, including tipping for some guides, drivers, etc. Prepaid tips are the minimum amounts. If an exceptional job is done, additional tips at your expense would be greatly appreciated. There are situations where Uncharted Adventures has not paid tips on your behalf, including for private meals, and for certain guides. In these situations, we will offer suggestions as to the amount and manner of tipping.



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## **Trip Cancellation**

In the event that I choose to cancel my reservation or it is cancelled due to reasons outside the control of Uncharted Adventures (including, but not limited to, political turmoil, natural disasters, acts of God, pandemic or epidemics), I will be responsible for any non-refundable expenses incurred for me or on my behalf (including, but not limited to, airfare, airline cancellation fees, deposits, lodging etc.) Uncharted Adventures will strive to refund everything possible if the expedition is cancelled for reasons outside of our control.

## **Cancellation Fees and Refunds**

In the event that I choose to cancel my reservation, cancellation fees will be determined according to the following schedule:

- 91-180 days prior to departure date, the cancellation fee is 50 percent of trip cost plus any administrative fees incurred from transportation agency or hotel.
- 90 days and less prior to departure date, the entire price of the trip becomes nonrefundable.

Additionally, all cancellations received after Uncharted Adventures has booked rooms and/or local travel will incur a \$175 administrative fee per person. Any refunds will be processed in accordance with the hotel/resort, ground operators, etc. refund policies.

## **Major Changes**

Changes to hotels and destinations on the trip itinerary are considered a "major change." Destinations on the trip itinerary are subject to government or security restrictions and other reasons beyond our control. Travel restrictions causing shutdowns due to health pandemics, regional conflict, or other causes are not the responsibility of Uncharted Adventures. I am booking this trip at my own risk; penalties will not be waived (including, but not limited to nonrecoverable fees from airlines, ground operators and hotel/resorts etc). If Uncharted Adventures knows of a major change less than 21 days prior to departure, Uncharted Adventures' liability is limited to refunds that we can obtain on your behalf. Uncharted Adventures is not liable for airfare or non-recoverable costs from our partners/vendors.

A cancellation or postponement due to health pandemics, required medical testing, or vaccination rules does not constitute a major change.

Occasionally, reserved lodging is unavailable for various reasons. In such an event, Uncharted Adventures will make every effort to substitute the hotel for one of equal or greater quality. In the event the substitute hotel is a substantial downgrade, Uncharted Adventures will issue you a refund reflecting the difference.



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## **Dispute Resolution**

Being that this is a Christian expedition we believe that the Bible commands Christians to make every effort to live at peace and to resolve disputes with one another in private or within the Christian church (see Matthew 18: 15-20; 1 Corinthians 6:1-8). Therefore, I agree that any claim or dispute arising from or related to this Contract or any Uncharted Adventures Expedition in which I participate shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. All such mediation, arbitration shall take place in Frisco, Texas. I understand that these methods shall be the sole remedy for any controversy or claim arising out of this Contract or any such Uncharted Adventures Expedition and I expressly waive any rights I have to file a lawsuit in any civil court for such disputes, except to enforce an arbitration decision. The laws of the State of Texas shall govern any arbitration or suit to enforce an arbitration.

## **Digital Photography Release**

I grant to Uncharted Adventures, its representatives, and employees the right to take photographs of me and my property in connection with this expedition. I authorize Uncharted Adventures, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Uncharted Adventures Ministry may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

# Liability Release

I give my consent to participate on the trip, August 21st-August 26th of the year 2022 I acknowledge that my participation may involve particular dangers and risks. I recognize travel may have certain dangers, I further understand and agree that without liability protection of its assets and its leaders, Uncharted Adventures, LLC would not be able to offer its activities.

By agreeing to participate in this trip, I, hereby assume complete responsibility for the risk of injuries, harm, or death, caused by negligence, accident, or otherwise. I, on my own behalf and on behalf of my heirs, executors, administrators, successors, and assigns, hereby RELEASE AND HOLD HARMLESS AND AGREE TO INDEMNIFY Uncharted Adventures, LLC and its staff, leadership, members, volunteer leaders, partners and employees, from and against all and any liability, claims, loss, causes of action, damages, costs and expenses (including, without any limitation, attorney fees) for injuries or harm arising out of or in connection with this trip, including traveling to and from the location(s) of the trip.

I have read this release and indemnity agreement and have fully informed myself of its contents before I have signed it.