

## EXPEDITIONS 7: GREENLAND TRAVELER AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of March 2018, by and between \_\_\_\_\_ (“Expedition Traveler,” sometimes referred to herein as “you”) and Expeditions 7, Inc. (“Expeditions 7,” sometimes referred to herein as “we” or “us”) and Land Cruiser Heritage Museum, Inc.). The Expedition Traveler agrees to have affirmatively reviewed, accepted, and agreed to all of the Official Rules and this Agreement and further agrees to be unconditionally bound by the Official Rules and this Agreement. Any violation of the Official Rules or this Agreement by the Expedition Traveler will result in disqualification and all privileges will be immediately terminated. The Expedition Traveler hereby acknowledges and agrees to the following:

### TERMS AND CONDITIONS

#### A. TRAVEL

1. **Travel Documents.** It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driver’s licenses, or other documentation required for the trip are obtained and are in good order. It is your responsibility to meet any additional costs incurred by yourself (or by us on your behalf) as a result of any failure by you to comply with such requirements. A valid passport is required. All passports must contain sufficient blank pages for visa and immigration stamps and must be valid for six months after the completion of your trip.
2. **Insurance.** You are required to have emergency medical evacuation insurance.
3. **Travel Advisories.** It is your responsibility to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov) or by phone at 1.888.407.4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, you assume all risk of personal injury, death or property damage that may arise out of the events or conditions advised or warned against.
4. **Compliance.** Expeditions 7 reserves the right to decline or cancel your Expedition or disqualify you at any time during the Expedition if you pose a threat to the environment, well-being of the equipment or vehicles, yourself, or to other Expedition Travelers. Expeditions 7 reserves the same right if you at any time become noncompliant, engage in immoral or disrespectful behaviors, engage in excessive drinking or use any type of illegal substances (as defined under Utah law). Smoking is prohibited inside the vehicles at all times. No Expedition Traveler may handle a firearm without prior express permission given by the Expedition Lead Adventurer. You must abide by the laws governing Greenland and any applicable local ordinances. If we remove or disqualify you from the Expedition in progress because of non-Compliance, you will not be entitled to any refund and we shall have no further liability to you.
5. **Timeliness.** The Expedition relies on a strict time schedule and will not tolerate tardiness or absenteeism. It is the Expedition Traveler’s responsibility to be at the appropriate

location at the required time scheduled. Expeditions 7 reserves the right to disqualify you if you do not abide by the time schedule. If we remove or disqualify you from the Expedition in progress because of Timeliness, you will not be entitled to any refund and we shall have no further liability to you.

6. **Accommodation.** Description of the lodging: sleeping bags/tents; in vehicle sleeping; one communal, portable, gender neutral, and commode.
7. **Equipment.** You must possess all necessary and required equipment, clothing, and sleeping gear at all appropriate times. We reserve the right to inspect your equipment for quality, condition, and safety. You are entitled to no more than one (1) soft suitcase, one (1) backpack and one (1) gear bag weighing no more than 50 pounds each, unless given express permission by Expedition Lead Adventurer. All baggage and equipment are at all times at your risk and Expeditions 7 does not accept any liability for any loss of or damage thereto.
8. **Publicity and Attribution Rights.** Expeditions 7 reserves the right to take or have taken photographs, videos or audio recordings during the Expedition and to use, copy, modify, and make derivatives of the resulting photographs, videos or audio recordings for any purpose whatsoever, including for commercial purposes. You grant Expeditions 7 the non-exclusive, non-revocable right to use, copy, modify and make derivatives of any photographs, videos or audio recordings taken of you, and to use and permit to be used your image, name, likeness, voice, or other information concerning you, captured in relation to the Expedition, as Expeditions 7 may choose, for any purpose whatsoever, private or commercial, including for display, performance, exhibit, distribution or broadcast. We may also quote you in our marketing materials. You hereby waive all rights and release and discharge Expedition 7 from any claim or demand for defamation, invasion of right of privacy, publicity or personality, or any similar matter based on or relating to the Expedition.
9. **Restroom Facilities.** You acknowledge that there will be one communal, gender neutral, portable commode.
10. **Remoteness.** Many services common in your home area (such as communications, telephones, medical assistance and evacuation in the face of danger, illness or injury, ground, water or air transport, among others) may be unavailable.

## **B. HEALTH**

11. **Your Medical Condition.** It is your sole responsibility to take all appropriate medical advice prior to departure and to determine whether or not you are fit enough to go on the Expedition. You must obtain written documentation from your doctor certifying that you are in sufficiently good health to complete the Expedition. We may require that Dr. Jon Solberg, Expedition Physician, attest to your medical condition prior to the Expedition. Expeditions 7 reserves the right to decline or cancel your participation in the Expedition or disqualify you at any time during the Expedition if the Expedition Lead Adventurer or Dr. Solberg are concerned about your ability to continue safely or if, in our opinion your participation may adversely affect your or other participant's health, safety, or enjoyment of the Expedition. If we remove or disqualify you from the Expedition while in progress

because of a medical condition, you will not be entitled to any refund and Expeditions 7 shall have no further liability to you. Expeditions 7 assumes no liability regarding medical care and associated costs.

12. **Your Physical Condition.** Some portions of the Expedition may be strenuous and we require that you be in excellent physical condition to participate. It is your responsibility to advise us in writing prior to the Expedition of any physical, emotional or mental condition which may: (a) affect your ability to fully participate in the Expedition; (b) require professional attention during the trip; or (c) require the use of special equipment. If we remove or disqualify you from the Expedition in progress because of your physical condition, you will not be entitled to any refund and we shall have no further liability to you.

### **C. CANCELLATIONS**

13. If you are not able to go on the Expedition, you can notify us in writing of your intent to cancel. However, no refund shall be provided.

### **D. REFUNDS**

14. Expeditions 7 will not be responsible for costs you may have incurred in preparation for the Expedition, including, but not limited to, non-refundable airfares, visa and passport fees, medical expenses, equipment purchases, etc. Expeditions 7 does not give any refunds for: (1) lost travel time or substitution of facilities, (2) itineraries amended after departure, (3) circumstances arising beyond Expeditions 7's control (force majeure), necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of the Expedition, (4) your failure to appear for any accommodation, service, sightseeing or trip segment, or (5) if you leave the Expedition after it has begun, or miss any scheduled activities, meals or accommodations.
15. **Force Majeure.** "Force Majeure" means, in relation to Expeditions 7, any circumstances beyond our reasonable control (including, but not limited to, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorism, criminal acts, sabotage, insurrection, civil disturbance or social unrest, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences). Expeditions 7 shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
16. If the Expedition Traveler leaves the trip, voluntarily or involuntarily, under any circumstances, after the trip has begun any additional cost incurred, including but not limited to travel, due to such action is the responsibility of the Expedition Traveler. There are no refunds for services not utilized. Furthermore, no refund of Auction Bid shall be provided.

### **E. RISKS**

17. **Inherent Dangers and Risk.** There are certain inherent risks, including death or dismemberment, involved in participating in the Expedition. You acknowledge that

Expeditions 7 has informed you about the particular risks involved in the Expedition. You have also acknowledged the Waiver and Release below, releasing and holding Expeditions 7 harmless from any injuries and damages you may incur. You acknowledge that if you should become ill or injured, every effort will be made to obtain the necessary medical attention. You further acknowledge that due to the remoteness of the Expedition, medical attention and availability may vary.

18. **Waiver and Release of Liability.** The Expedition Traveler understands that the Expedition Traveler is undertaking an adventure trip with inherent dangers, including death. The Expedition Traveler accepts these risks and fully assumes the risks. The Expedition Traveler fully and forever releases and discharges Expeditions 7, the Expedition Lead Adventurer and each fellow Expedition Traveler, and each of their respective officers, directors, employees, contractors, agents, successors and assigns from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to any persons or loss of property, which may be sustained by the Expedition Traveler in connection with or in any way relating to this Expedition, due to any cause or reason whatsoever. This provision shall preclude any wrongful death actions which may be brought by the family, heirs, or estate of Expedition Traveler.

## **F. GENERAL**

19. **Advertisements.** All information given in brochures, fliers or any other material, is, to the best of our knowledge, correct at the time of going to press but we reserve the right to change same.
20. **Media.** You hereby grant to Expeditions 7 an exclusive, unrestricted, irrevocable, non-expiring, fully paid-up license to use all media, video or photographic footage, and audio recordings taken by you during the Expedition (“Works”), including the rights to reproduce, copy, display, publish and transmit the Works, and to create any derivative, compilation, sequel or series or related Works, for any reason whatsoever and at any time. You must receive prior consent from Expeditions 7 before publicly using, either commercially or otherwise, any of the Works. You are prohibited from using the Works for parody or to criticize, cast in a negative light, or disparage Expedition 7 or any of its participants.
21. **Your Rights.** You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.
22. **Headings.** The headings used in this Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.
23. **Miscellaneous Waivers.** Signing this Agreement will not necessarily allow you to participate in any activity or stay at a camp or lodge. Any property, local operator, national park service, guide or service provider may require you to sign a separate waiver

prior to staying in their properties or participating in an activity. We are not responsible for you not being allowed to do so if you refuse to sign a waiver.

24. **Governing Law**. The construction, validity and performance of any Agreement, including these terms and conditions shall be governed by the laws of the State of Utah. Any claims against Expeditions 7 must be brought in the courts of the State of Utah, Salt Lake County, to the exclusion of any other county, state and country. Any action for damages, whether arising from contract, tort, or otherwise must be brought within a year from the date of departure, or else shall be irrevocably waived.

[SIGNATURES TO FOLLOW]

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Expedition Traveler

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Date

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Expedition Lead Adventurer

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Date

Expeditions 7, Inc.

Land Cruiser Heritage Museum, Inc.