

Booking Terms, Conditions & Waiver

Read this agreement thoroughly and carefully before booking a trip; it contains important terms and conditions regarding the trip you are purchasing including, but not limited to, our rights to cancel or alter the tour, our cancellation and refund policies, and a limitation of our liability and other important disclaimers.

AGREEMENT

The terms and conditions set forth in this agreement constitutes the entire understanding and agreement between you the trip “Participant” and Dirty Radish, LLC (“Dirty Radish”) with respect to any and all bookings, tours, or transactions made with Dirty Radish.

By making a booking, you accept all of the terms in this agreement and direct us to perform services on your behalf. All persons named in this booking (“Participants”) are subject to this agreement. By making a booking, you affirm that you have made all other Participants listed in the booking aware of these terms – regardless of how final payment is made – and that all Participants accept these terms.

PAYMENT AND ACCEPTANCE OF BOOKINGS

The entire trip cost must be paid at the time of booking, unless otherwise stated on the Trip Itinerary page.

Payments must be in U.S. dollars and may be made by PayPal, or Venmo. Full payment by credit or debit card is required to make a reservation. Payments will be listed as Dirty Radish or Dirty Radish, LLC on the credit or debit card statement.

A booking is not final or confirmed until you receive a confirmation from us by email. Early bookings are recommended because our group size and departure dates are limited.

We reserve the right to decline any booking for any reason permitted by law, including those described in other sections of this agreement.

PRICING, INCLUSIONS & EXCLUSIONS

The tour price is in U.S. dollars, based on double occupancy and includes the services specified in the daily itineraries, including specified meals, accommodations, admission fees and guided activities as stated.

Prices do not include any item not specifically listed above or in the itinerary, including but not limited to, air and other transportation to and from trip start and termination points; services and meals not listed in the itinerary; all expenses during leisure time including admission fees, meals, and beverages; passports or other travel documents; travel insurance or travel protection (i.e., medical insurance, emergency evacuation and similar services); airport arrival/departure fees or country taxes; personal expenses; gratuities; and all items of a personal nature.

Trip prices are subject to change without notice. Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.

The value of the booking may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or credit or debit card company may convert the payment into the local currency and charge fees, resulting in differences between the amount displayed on the dirtyradish.com website or its affiliated websites, and the final amount charged to your bank account or credit or debit card statement. Please contact your bank or card company if you have any questions concerning any applicable conversion or fees. Please note for bookings made in Brazil, the tax IOF (Tax Upon Financial Operations, 6.38%) is not included in the final booking value and will be charged to the credit or debit card used to make the purchase.

CANCELLATIONS BY YOU AND REFUNDS

To cancel your booking, you must email us your complete booking details at bonjour@dirtyradish.com or call us at +1(503)960-7512

Cancellation fees will be applied per person according to the following schedule, based on the date we receive your written notification:

Days before departure date / Cancellation fee per participant

96 days+ / \$500

61-95 / 50% of trip price*

0-60 / 100% of the trip price

*Trip price is the listed trip price including, pre- and/or post-arrival accommodations, and / or any fees and discounts applied to your confirmed booking invoice. Departure date is the date the trip begins regardless of the date that you may depart from your location of origin.

We will refund the applicable balance to you using the original payment method for your booking.

No refunds will be provided for any reason for unused portion of a trip once the trip begins, including if you leave a trip for any reason or have to be removed from a trip. The trip price is a package cost and refunds and credits are not available for services not used.

There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances

beyond our control. For this and other reasons, *we encourage you to purchase trip cancellation and interruption insurance and travel protection (i.e., travel medical insurance and emergency evacuation services).*

Dirty Radish is not responsible for expenses incurred by Participants in preparing for a trip (eg. nonrefundable advance purchase air tickets, equipment, etc.) or for any additional arrangements pre- or post-departure date. The term applies whether the tour is altered, modified, or cancelled by us or by you for any reason. *Because the tour may be cancelled when a minimum number of Participants have not signed up, we recommend that you either purchase refundable air tickets or wait until we have confirmed with you approximately 3 months prior to the tour that we have a sufficient number of Participants.*

CHANGES BY YOU

Due to requirements that our tours have a minimum number of travelers, we do not allow changes in departure dates after we confirm your reservation. In addition, our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations. However, if you have any issues with your tour dates, please contact our support team at bonjour@dirtyradish.com or toll-free at +(503) 960-7512 and, only when possible (i.e. Dirty Radish will not incur fees or cancellation penalties as a result of your change), we will work to assist you if appropriate, and subject to our sole discretion.

CANCELLATIONS OR CHANGES BY US AND FLEXIBILITY

Cancellations or Changes by Us: Dirty Radish reserves the right to refuse, block or cancel a booking at any time, for any reason, at its sole discretion.

When your booking is canceled, then you agree that a full refund of trip payments made to us will constitute full settlement of any claims you may have against Dirty Radish or our suppliers, partners, or travel intermediaries.

Dirty Radish reserves the right to cancel, alter, or modify a trip prior to departure for any reason, including insufficient Participant reservations. Dirty Radish and its suppliers reserve the right to

substitute hotels, restaurants, routes or other services listed in the itinerary with comparable services if necessary.

When a tour is cancelled for foreseeable reasons, then you agree that a full refund of trip payments made to us will constitute full settlement of any claims you may have against Dirty Radish or our suppliers.

In the rare event that Dirty Radish is forced to cancel a trip for any unforeseen circumstances beyond the reasonable control of Dirty Radish, such as, but not limited to, acts of nature, war, labor strikes, earthquakes, flooding, etc., Dirty Radish we will refund the portion of the trip price not already advanced to suppliers, and we will use reasonable efforts to recover and refund the balance when possible. However, Dirty Radish does not guarantee recovery of any or all of the advance payments made, and the use of reasonable to recover these payments will not include the institution of legal proceedings in foreign jurisdictions.

CREDIT CARD AUTHORIZATION FOR POST-BOOKING CHARGES

You authorize Dirty Radish to charge your credit card for any cancellation fees or supplemental payments that you incur post-booking.

RESPONSIBILITY

Dirty Radish acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your trip (“Supplier” or “Suppliers”). You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Dirty Radish, and are not agents or employees of Dirty Radish. A Supplier’s services are subject to the Supplier’s own terms and conditions and the local laws and regulations of the relevant country.

FORCE MAJEURE

Dirty Radish will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent

that any such delay or nonperformance is due to any Force Majeure. “Force Majeure” means any circumstances beyond the reasonable control of Dirty Radish, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances.

TRAVEL INSURANCE

The trip price does not include travel insurance. We require that you purchase comprehensive travel protection, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you. You also agree to assume all costs of medical care, evacuation, transportation, and related costs.

PRE-DEPARTURE DOCUMENTATION

It is important that you carefully read all trip-related documents that you receive from us by email as soon as you receive them, including the Traveler Information form. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within thirty (30) days of your receipt of those documents.

PASSPORTS AND VISAS

You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all U.S. citizens traveling abroad and should be valid for at least 6 months after your date of return. We suggest you apply for or renew a passport early. Other required documents may include visas, permits, vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

HEALTH REQUIREMENTS AND MEDICAL CARE

Our trips are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. By making a booking, you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants or affect other people's enjoyment of the trip.

If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, you must inform us in the Additional Information section when making a booking. We reserve the right in our sole discretion to accept, decline, or remove anyone from a trip (at departure or during the trip) who we judge to be incapable of meeting the trip's physical demands.

COMPLAINT PROCEDURE

If you have a complaint during your trip, you must promptly notify Dirty Radish or your trip leader/host of the problem so that they can attempt to remedy the situation and allow you to enjoy the remainder of your trip. While we strive to provide you with a comfortable and enjoyable trip, your notice to Dirty Radish or its suppliers of a complaint does not mean that we will accept liability or responsibility, and we will evaluate each complaint as it arises. At the same time, failure to raise a concern or complaint while you are on the trip will extinguish or reduce any ability to claim recourse from Dirty Radish or its suppliers. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential remedy.

If you are not satisfied after using this notice procedure, you must submit your complaint in writing to Dirty Radish or its in-country supplier within fourteen (14) days of the trip's end date. However, Dirty Radish and its suppliers will not accept any liability for claims received after the fourteen day period.

TRIP START DATE

It is your responsibility to be ready to embark on the trip as specified in the itinerary. Dirty Radish is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

TRIP SAFETY AND TRIP ETIQUETTE

You must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of Dirty Radish the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the trip, Dirty Radish or the local guide or supplier has the right in its sole discretion to remove anyone) who it judges to be incapable of meeting the demands and requirements of participating in the tour activities; or b) who it determines to detract from others' enjoyment of the tour.

TRAVELER CODE

By making a booking, you certify your agreement to the following Traveler Code:

- I have chosen a trip that suits my abilities, level of fitness, and state of health.
- I do not have any physical conditions or disabilities relevant to this tour that could be a hazard to me or other travelers.
- I have a valid passport and visas, permits, certificates, and vaccinations required for travel.
- I will make sure to communicate any special requests at least 30 days prior to travel. This includes dietary restrictions, medical requirements and room preferences. I also understand that Dirty Radish will make a reasonable effort to accommodate special requests but cannot guarantee they will be possible.
- I will respect the laws and customs of the countries visited.
- I will respect the rights and privacy of other trip members.
- I understand that Dirty Radish reserves the right to refuse service during a tour to anyone whose health or behavior could impede the welfare or enjoyment of fellow guests. An individual may be asked to leave a trip if the trip guide/host/leader feels that the person's continuing participation may prove detrimental to the individual or the group.

- I understand access to medical facilities and evacuation services may be limited.

YOUR LIABILITY

You agree to defend and indemnify Dirty Radish and all of its respective owners, members, officers, directors, employees, agents, and successors and assigns from and against any claims, causes of action, demands, suits, proceedings, investigations, losses, damages, fines, penalties, fees, expenses, costs and any other liabilities of any kind or nature including but not limited to reasonable legal and accounting fees, arising out of or related to:

- Your breach of this Agreement or the documents referenced herein;
- Your violation of any law, rule, regulation or guideline;
- Your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
- Your use of this Website;
- Your booking or use of any Products obtained through this Website; or
- Your negligence or willful misconduct.

IMAGES RELEASE

You agree that Dirty Radish and its contractors and suppliers may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides, staff, contractors and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us or your tour leader in writing at the start of the tour.

LIMITATION OF REMEDIES

YOU AGREE THAT THE SOLE REMEDY FOR ANY DEFAULT BY DIRTY RADISH LLC ARISING UNDER THIS AGREEMENT SHALL BE THE RETURN OF THE PAID TOUR COST. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DIRTY RADISH SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT,

INCIDENTAL OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF DIRTY RADISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO RECOVER SUCH DAMAGES.

SEVERABILITY AND HEADINGS

If any provision of this Agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision. Titles and headings of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding upon Dirty Radish and the Participant and their respective heirs, legal personal representatives, successors and assigns.

UPDATING OF TERMS AND CONDITIONS

Dirty Radish reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions.

APPLICABLE LAW AND CHOICE OF FORUM

Any dispute arising out of this agreement, including all tort claims and any dispute relating to bookings, tours, or transactions made with Dirty Radish – whether such dispute arises in contract or in tort or otherwise – shall be resolved exclusively by the state and federal courts located in Portland,

Oregon, and you agree to the personal jurisdiction of those same courts. The laws of the State of Oregon, USA, govern this agreement.

MERGER

This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION

All travelers are required to accept Dirty Radish's Liability Waiver, which is a legally binding agreement. Please read this carefully and be prepared to accept and acknowledge the waiver at the appropriate time, prior to your trip departure.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I am voluntarily participating on the Tour, which will involve a variety of activities depending on my itinerary and the activities in which I elect to participate, including but not limited to: sightseeing, classes, demonstrations, tastings, guided tours, walking, hiking, swimming in various bodies of water such as rivers and lakes, nature walks, encounters with wild fauna and flora, and/or other outdoor activities or sports (collectively, "Activities"). I understand that this list is not exhaustive of all Activities that may be made available to me and that I may decide to participate in.

I also acknowledge that I am voluntarily participating on the Tour with knowledge that travel involves numerous risks and dangers including, but not limited to, the following: dangers and risks inherent in Activities; negligence by Dirty Radish and/or its suppliers and local operators in the conduct or arrangement of the Tour in any respect from inception to completion; emotional trauma; disfigurement, temporary or permanent disability, including paralysis; death; muscle strains, pulls, tears, broken bones, and shin splints; forces of nature; civil unrest and war; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in my country; crossing roadways and entering/exiting vehicles; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the

adequacy of medical attention once provided; physical exertion for which I am not prepared; transportation failures; equipment failures, malfunctions or deficiencies; contact with wild animals whether on foot or in vehicles; social or labor unrest; consumption of alcoholic beverages; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; mechanical or construction failures or difficulties; diseases; epidemics; bites or stings from insects or pests; local laws; climatic conditions; abnormal conditions or developments; negligence by third-party service providers; financial default of any third party suppliers; and any actions, omissions or conditions outside of Dirty Radish's control not mentioned herein.

I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Tour provided by Dirty Radish. Furthermore, guides/ instructors/facilitators have difficult jobs to perform involving judgment of the weather, the elements, the terrain, and other aspects of the Tour. They must also make judgments when providing warnings or instructions. They seek safety, but they are not infallible and may misjudge the weather or other environmental conditions.

I acknowledge that these are some, but not all, of the inherent and acquired risks associated with the activities performed on a Dirty Radish tour. A complete listing of inherent and acquired risks is not possible.

I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.

MEDICAL CERTIFICATION

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Tour, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in the Tour, or else I am willing to assume the risk of and bear the costs that may result, directly or indirectly, from any such condition.

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

To the fullest extent permitted by law, I, an adult traveler, or as parent or legal guardian of the Minor, for myself, the Minor, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, "Releasors"), expressly RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE Dirty Radish, its owners, shareholders, officers, employees, directors, representatives, volunteers, guides, local operators and suppliers, successors and assigns (individually and together, "Released Parties") from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which I or the Minor now have or may later have against the Released Parties arising out of, relating to, or in connection with the Tour arranged through or provided by Dirty Radish whether arising from the Released Parties' negligence or otherwise.

In addition, I agree to fully indemnify (that is protect and defend, and satisfy claims against) and hold harmless each Released Party from any and all claims, actions, suits and demands (including all reasonable attorney's fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to my or the Minor's negligent or intentional actions or inactions, whether arising from the Released Parties' negligence or otherwise, occurring during the trip.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me or on whose behalf I am signing this agreement, including the Minor (collectively encompassed by the term "their" in this paragraph), my and their heirs, as well as my and their next of kin, successors, assigns, and legal and personal representatives. It is my intention to fully assume all risks associated with the Tour and to release the Released Parties from any and all liability to the maximum extent permitted by law.