



ITINERARY

AN ULTIMATE ALASKA BIRTHDAY ADVENTURE:

AIR, LAND & SEA

August 01 - August 11, 2021
Created on November 17, 2021

ITINERARY AT A GLANCE

Date	Travel/Activities	Destination	Accommodation
Sun Aug. 1	• Anchorage Arrival Transfer	Anchorage	Hotel Captain Cook
Mon Aug. 2	• Transfer to Whittier & Board Yacht	Prince William Sound	M/Y Prince William
Tue Aug. 3	• Day 2 Private Yachting in PWS	Prince William Sound	M/Y Prince William
Wed Aug. 4	• Day 3 Private Yachting in PWS	Prince William Sound	M/Y Prince William
Thu Aug. 5	• Sprinter Transfer to Girdwood	Girdwood	The Hotel Alyeska
Fri Aug. 6	• Sprinter Transfer to Sea Plane Terminal • Private Seaplane Transfer to Tutka Bay Lodge	Kenai Peninsula	Tutka Bay Lodge
Sat Aug. 7	• Bear Viewing Adventure	Kenai Peninsula	Tutka Bay Lodge
Sun Aug. 8	• Float Plane to Winterlake Lodge	Remote Alaska	Winterlake Lodge
Mon Aug. 9	• Helicopter Adventure from Winterlake	Remote Alaska	Winterlake Lodge
Tue Aug. 10	• Winterlake Lodge Day at Leisure	Remote Alaska	Winterlake Lodge
Wed Aug. 11	• Float Plane from Winterlake		



ITINERARY

Sunday,
August 1

ACCOMMODATION

Hotel Captain Cook

Welcome to Alaska!

Upon arrival, your driver will meet you holding a sign featuring your surname. After assisting with placing your luggage in the vehicle, your driver will escort you to your hotel. The drive time should take approximately 30 minutes.

Anchorage is your port of entry to this exceptional state- and while you are only visiting a key few regions, the state is massive. And with nearly 600,000 square miles, Alaska is filled with so much to see and do.

Alaska stretches far across the globe, including both the northernmost and westernmost points of the United States, with Point Barrow jutting into the Arctic Ocean and Cape Wrangell situated on Attu Island in the Aleutian Chain. This habitat of massive mountains, substantial forests and gigantic glaciers - about 100,000 icefields dot the landscape - is home to wildlife that measures up to the monumental terrain.

After settling in, have the evening at leisure in Anchorage and enjoy dinner before your adventure at sea begins! (Dinner paid direct).



Monday,
August 2

ACCOMMODATION

M/Y Prince William

MEALS

Breakfast, Lunch, Dinner

This morning, enjoy a private transfer to Whittier to board your yacht -*transfer time approx. 90 minutes.*

On arrival, your captain and crew will welcome you with snacks and beverages as you get acquainted with your home for the next three nights. Rest assured, your crew will customize your experience by tailoring your activities each day.

About the Boat:

Your vessel is a 78-foot Knight and Carver custom-built yacht with 7-foot ceilings and expansive windows. The spacious interior and luxurious livability are comparable to a much larger vessel.

Sleeping Arrangements:

The 3 State Rooms contain top-of-the-line mattresses, down comforters and Egyptian cotton sheets. Each has its own en-suite bathroom, closet space and drawers for storage. There are two suites (twin-bedded) and one master suite (queen bed).

About the Region:

Prince William Sound offers a wonderland of glaciers, spruce forests, and abundant wildlife to explore on your private cruise. Embark on a journey that retraces the path of early explorers such as Captain James Cook and Captain George Vancouver. In 1741 these explorers navigated these waters in search of the Northwest Passage, identified new species of animals, and traded with the indigenous people.

After an orientation begin sailing to your first destination. On the way drop shrimp pots to retrieve the next morning.

Once you reach your anchorage in a secluded cove, you will have the option of kayaking or walking along the beach. After returning, settle in for the evening and enjoy cocktails and dinner prepared by your private onboard chef.



Tuesday, August 3

ACCOMMODATION

M/Y Prince William

MEALS

Breakfast, Lunch, Dinner

Enjoy breakfast and get ready for the first activity of the day.

Today you will have a choice of daily activities including kayaking, paddleboarding, hiking, or perhaps a cooking class taught by our onboard chef and culinary expert. Your adventure is curated and customized by you and our captain.

Some highlights of the day can include:

- Marine Life Watching (Humpback Whales, Orcas, Dall Porpoise, Harbor Seals): In the Prince William Sound we have a good chance of seeing humpback whales and orcas as they come up to breathe, shooting air out of their blowholes and flipping their fins.
- Navigation and Exploration of Esther Passage: This narrow channel is only accessible by smaller ships.
- Shrimping: Guests have the opportunity to experience the fun of catching your own fresh Alaskan Spotted shrimp for dinner.

Your captain will anchor for the night in Mock Harbor, a small tight entrance cove where we regularly see black bears on the hillside.

Spend another relaxing evening eating, drinking, and soaking up the midnight sun.

Wednesday, August 4

ACCOMMODATION

M/Y Prince William

MEALS

Breakfast, Lunch, Dinner

Spend your final full day on the water exploring with your family and trained crew. Highlights of today can include:

- Cruise to Perry island and visit the local Oyster Farm: Royal Wave Farm sells oysters directly from their floating dock at South Bay, Perry Island. This has got to be one of the most unique and freshest ways to get your oysters.
- Travel to Surprise Cove for kayaking: Here enjoy some of the many recreational opportunities - the cove provides good exploratory hiking and the waters allow for incredible coastal kayaking.
- Bird Viewing: Alaska is a rich bird watching community and today you might see Bald Eagles, Puffins, Harlequin Ducks, Loons, and Other Species.

Tonight sail to a hidden lagoon to anchor for your final night.



Thursday, August 5

ACCOMMODATION

The Hotel Alyeska

MEALS

Breakfast

After an early breakfast, we will head for Whittier for your transfer to Girdwood.

From Whittier you will be brought to Hotel Alyeska for the night - a lovely ski resort in the mountains outside of Anchorage.

Have the evening at leisure- perhaps enjoy dinner at Seven Glaciers- their mountaintop restaurant!

Friday, August 6

ACCOMMODATION

Tutka Bay Lodge

MEALS

Breakfast, Lunch, Dinner

This morning enjoy a private transfer to the sea-plane terminal near Anchorage.

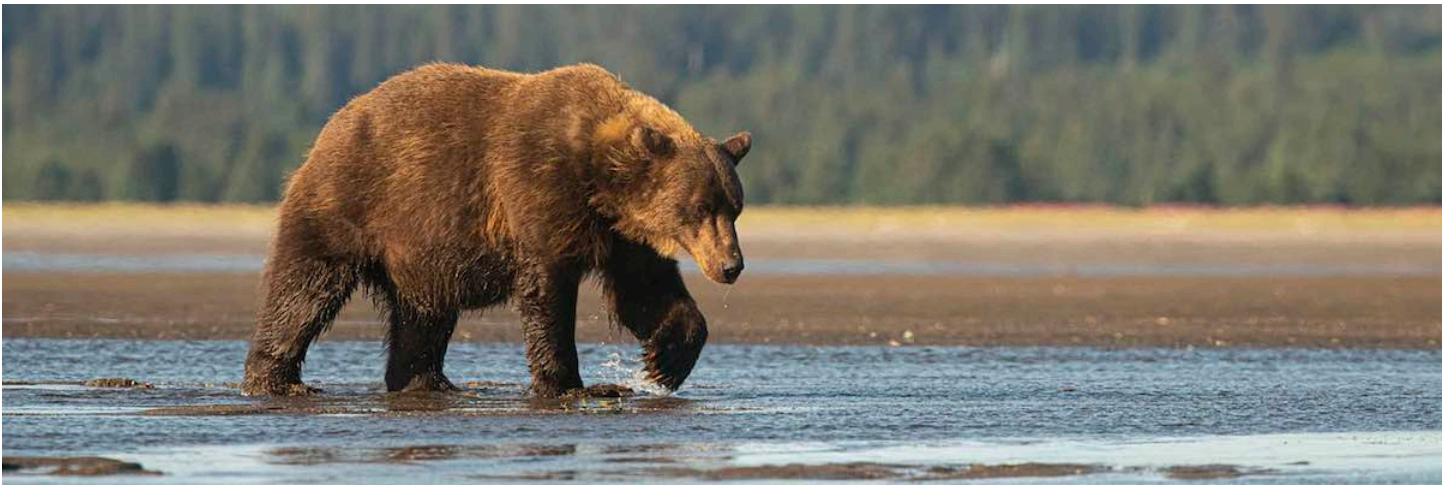
Check in at Anchorage Lake Hood Seaplane Base for your private seaplane charter to Tutka Bay Lodge.

You will be able to bring along, limited soft-sided luggage on this journey.

Once you take off, you'll immediately be able to enjoy incredible scenery as you fly over the breathtaking Kenai Peninsula. Enjoy a bird's eye view of lush forests, glacier capped mountains and sparkling blue lakes.

The flight will take 45 to 60-minutes depending on weather and you'll land on Kachemak Bay and taxi to the dock where staff will greet you and escort you to your cabin to check in.

Once you've settled into your room, relax or engage in some of the onsite activities. The rest of the day is yours to enjoy.



Saturday, August 7

ACCOMMODATION

Tutka Bay Lodge

MEALS

Breakfast, Lunch, Dinner

Today, enjoy an amazing opportunity to explore the most populated wild habitat of Alaska brown bears on an epic flightseeing adventure!

Your day will start with a water taxi to Homer, where you'll transfer to the Homer Airport to board your aircraft. Upon landing on a remote beach, you'll walk along the same trails as the bears do, sit on the same riverbanks as they do, and observe them as they go about their day-to-day life. There are no barriers, fences, or platforms separating you from the bears and other wildlife. Enjoy viewing bears grazing on sedge grass, digging up clams, playing together, courting, resting, and/or fishing. Stream crossings and some light hiking can be expected alongside highly knowledgeable and helpful guides.

At the end of the tour, you'll fly back to Homer for the water taxi back to Tutka Bay.

Sunday, August 8

ACCOMMODATION

Winterlake Lodge

MEALS

Breakfast, Lunch, Dinner

This morning head by seaplane to your next lodge- Winterlake!

On today's flight you'll hear stories and fun facts as you fly over the Chugach Mountains, its secluded valleys, and the beautiful Susitna Valley with opportunity to spot for moose and black bear in their natural habitat.

Upon arrival, join your hosts for an orientation to the activities and facilities at the lodge, then plan your days with your guides.

Winterlake Lodge offers the unique opportunity to experience the massive Alaskan backyard through helicopter-supported adventures; sportfishing, rafting and hiking the Iditarod Trail. Winterlake Lodge provides opportunity to see ancient alpine glacier or the famous Alaska Range!

Lunch is served at 1:00 p.m. in the main room. After lunch enjoy activities such as hiking or exploring the lake by kayak! On the lake in summertime you might spot nesting loons, Trumpeter swans, and lovely views of neighboring mountains.

Appetizers and wine tasting in the main lodge bar area, and dinner at 7:00 p.m.

After dinner, there is an education program on Alaska or fly-casting lessons on the lake.



Monday, August 9

ACCOMMODATION

Winterlake Lodge

MEALS

Breakfast, Lunch, Dinner

Breakfast is served at 8:00 a.m and after breakfast, meet your helicopter pilot and guide for a day-long adventure via our Robinson R-44 helicopter.

The day's specific adventure will be custom to your preferences and will be discussed with you upon arrival.

One option, fly to a majestic glacier and take a lesson in dog mushing - Or float down our nearby trophy rainbow trout river for the day. Enjoy Fly-fishing, wildlife viewing and hiking. In the afternoon, you may like lunch on the river or back at the lodge - your choice.

Upon returning to your Lodge, end your day with a nice soak in the hot tub or a dip in the lake!

Tuesday, August 10

ACCOMMODATION

Winterlake Lodge

MEALS

Breakfast, Lunch, Dinner

Have fun and enjoy a day at leisure at Winterlake Lodge. With fantastic activities to enjoy and memories to make. Some activities can include:

- Hike the Iditarod Trail
- Extended hike to Red Lake
- Fish for arctic grayling
- Schedule your massage
- Cooking class in the kitchen

In the late afternoon, take a cooking class in the kitchen followed with wine tasting in the main lodge bar before sitting down to enjoy a gourmet dinner.

After dinner, there is an evening education program on Alaska in the wellness room or fly-casting lessons on the lake.

Wednesday, August 11

MEALS

Breakfast

This morning, after breakfast, enjoy a scenic sea-plane transfer back to Anchorage.

Time has been added to include a flight seeing tour of Denali en route! On today's flight soar above open tundra and glacier-fed rivers as you explore the incredible glaciers, peaks and valleys of Denali, North America's tallest mountain!

Upon landing, a driver will be waiting to bring you to the airport.

ACCOMMODATIONS



HOTEL CAPTAIN COOK

★★★★★

ANCHORAGE, ALASKA, UNITED STATES
546 ROOM HOTEL

Located in the heart of downtown Anchorage, Alaska, at Hotel Captain Cook, all rooms offer stunning views of the neighboring Cook Inlet or Chugach Mountains, not to mention, over-the-top service and meticulous attention to detail.



M/Y PRINCE WILLIAM

PRINCE WILLIAM SOUND, ALASKA, UNITED STATES
3 ROOM HOTEL

Explore Prince William Sound aboard your own private yacht! Your 80-ft custom built yacht is equipped with top-of-the-line stabilizers, spacious interior and large state rooms. This intimate accommodation is perfect for parties up to 6 passengers and offers 3 private state rooms and 4.5 bathrooms spread over 3 levels.



THE HOTEL ALYESKA

★★★★★

GIRDWOOD, ALASKA, UNITED STATES
304 ROOM HOTEL

Nestled in a lush valley surrounded by mountain peaks, hanging glaciers and spectacular ocean views, The Hotel Alyeska offers luxury and convenient access to the magnificent Alaskan wilderness.



TUTKA BAY LODGE

★★★★★

KACHEMAK BAY, ALASKA, UNITED STATES
6 ROOM HOTEL

Tutka Bay Lodge sits at the head of a splendidly rugged seven-mile fjord at the southern end of Kachemak Bay, near Homer, Alaska.

ACCOMMODATIONS



WINTERLAKE LODGE



, ALASKA, UNITED STATES

6 ROOM HOTEL

Winterlake Lodge sits on 15 acres along Alaska's historic Iditarod Trail and offers seclusion and spectacular scenery.

PRICE & TERMS

INCLUSIONS

ACCOMMODATIONS

Aug. 1 - Aug. 2 (1N) at The Hotel Captain Cook in 2x Deluxe King & 1x Deluxe Double
Aug. 2 - Aug. 5 (3N) at M/Y Prince William in Private Yacht Charter
Aug. 5 - Aug. 6 (1N) at The Hotel Alyeska in 2x Deluxe King/1x Deluxe Double
Aug. 6 - Aug. 8 (2N) at Tutka Bay Lodge in Private Cabins
Aug. 8 - Aug. 11 (3N) at Winterlake Lodge in Private Cabins

SERVICES

Aug. 1 Anchorage Arrival Transfer
Aug. 2 Transfer to Whittier & Board Yacht
Aug. 5 Sprinter Transfer to Girdwood
Aug. 6 Sprinter Transfer to Sea Plane Terminal
Aug. 6 Private Seaplane Transfer to Tutka Bay Lodge
Aug. 7 Bear Viewing Adventure
Aug. 9 Helicopter Adventure from Winterlake

ADDITIONAL

- 24/7 Virtual Concierge Support
- Meals as outlined in the itinerary

EXCLUSIONS

- Airfare
- Travel insurance
- Rental car
- Any meals not mentioned in the itinerary
- Any services not listed under inclusions

QUOTE

Package Price: **\$131,250**

Quote includes all taxes and fees for 6 people. The quote is per group and assumes trip dates of Aug. 1, 2021 - Aug. 11, 2021. Availability and rates are subject to change.

TERMS & CONDITIONS

1. INTRODUCTION & DEFINITIONS

a. This General Terms and Conditions ("Agreement") is a legal agreement between you (referred to herein as "you" or "your"), and Excursionist LLC ("Excursionist", "we", "our", or "us") for access to and use of the services provided by Excursionist (referred to collectively as the "Services"). If you are a travel agent or tour operator (referred to herein as a "Travel Representative") utilizing and/or booking the Services for an end client, you agree to the terms of this Agreement on your own behalf and on behalf of the end client (i.e., the traveler), and hereby represent and warrant that you (i) have provided this Agreement to the end client and verified that the end client has reviewed it and (ii) are authorized as the end client's agent to bind the end client to the terms of this Agreement.

b. The Services described in this Agreement may include, without limitation: your ability to request a customized hotel, tour and ground handling package (referred to herein as a "Package"); your ability to submit your request to Excursionist for booking (herein referred to as the "Booking Request"); Excursionist's assemblage of the Package into an itinerary (referred to herein as the "Itinerary"); Excursionist acting as a sales agent for third party travel providers and vendors including, but not limited to, local tour operators, hotels and independent guides (referred to herein as the "Suppliers"); and Excursionist providing any other services to you in connection with your travel arrangements (referred to herein as your "Trip").

c. By accepting any of the Services, you accept and agree to be bound by the Terms and Conditions of this Agreement. If you do not agree to the terms of this Agreement, do not submit your Booking Request and do not access and use the Services.

d. You represent that you are not a minor and have the legal authority to enter into this Agreement and to be bound by its terms.

2. USE OF SERVICES

a. As a condition of your use of the Services by you, you agree and warrant that:

i. You will use the Services only in accordance with this Agreement;

ii. You will only use the Services to make legitimate reservations for you or for another person for whom you are legally authorized to act and that you will inform such other persons about this Agreement and all rules and restrictions applicable thereto;

iii. All information supplied by you will be true, accurate, current and complete;

iv. You have thoroughly read, reviewed and understand this Agreement and all information provided about the Services you are requesting including, without limitation, exclusions, inclusions, level of difficulty, detailed itineraries, accommodations information, liability limitations, indemnification and any cancellation policies.

b. We retain the right at our sole discretion to deny access to the Services we offer at any time and for any reason.

c. **Supplier Terms.** During your Trip, you may choose to purchase additional services (in addition to our Services) directly from Suppliers (herein referred to as "Ancillary Services"). These include, but are not limited to, spa treatments and/or day activities from hotels, tour operators and guides. You acknowledge that such Suppliers may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You agree to abide by the terms and conditions imposed by any Supplier in connection with Ancillary Services purchased by you, including, but not limited to, payment of all amounts when due and compliance with the Supplier's rules and restrictions regarding availability and use. You understand that any violation of any such Ancillary Service agreements or Supplier rules and restrictions may result in cancellation of your Trip and Itinerary, in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such Trip, cancellation all or part of the Services, and/or in our charging you for any costs we incur as a result of such violation (charges which you hereby agree to pay).

3. BOOKING PROCESS

a. **Submitting a Request.** Booking Requests must be submitted by email (incoming@excursionist.com). We will endeavor to provide you a high-level itinerary (itinerary outline without prices) within 24 hours of receiving a Booking Request.

b. **Itinerary Development.** Once you have submitted a Booking Request, Excursionist will confirm the availability of the aspects of the requested Package including tours, accommodations, transfers and room categories and will create a detailed Itinerary and estimated total price, which will be available for you to review. No hotels or services will be reserved or held until you agree to the final Itinerary and a confirmation invoice is issued by Excursionist and any amounts due are timely paid by you.

c. **Prices Quoted.** All prices quoted to you are in United States Dollars or Canadian Dollars and are valid according to the date specified on our printed tariffs, quotations, and invoices issued to you. Prices are subject to change in accordance with tax and other third-party fee fluctuations without prior notice.

d. **Itinerary Discrepancies.** We attempt to be as accurate as possible in

describing the Packages and/or Services. However, we do not warrant that all such descriptions are complete, current or error-free. From time to time there may be information that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without liability or prior notice (including after orders are submitted).

e. **Local Experts and Guides.** From time to time we list the names and biographical information of guides and local experts leading our experiences. Excursionist reserves the right to change the individual(s) at any time prior to or after booking. Excursionist will inform the customer of this change within a reasonable time when possible.

4. CONFIRMATION AND PAYMENT

a. **Confirmation Invoice.** Once you have agreed to all aspects of the Itinerary, Excursionist will issue a confirmation invoice. This invoice will be sent to you via email, including the final price for the Services, the detailed Itinerary and any additional information Excursionist deems relevant. It is important for you to check the details on the confirmation invoice as soon as you get it. In the event of any discrepancy please contact us immediately.

b. **Hotel Rates and Taxes.** You acknowledge that Excursionist pre-negotiates certain room rates with hotel Suppliers to facilitate the booking of reservations on your behalf. The total package rate quoted to you is a combination of the pre-negotiated room rate for rooms reserved on your behalf by Excursionist, the facilitation fee retained by Excursionist to compensate us for our services and the cost of ground-handling and additional service fees. You also acknowledge that Excursionist does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges that may be included as part of your total Package price are a recovery of the estimated transaction taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc) that Excursionist pays to the Supplier in connection with your hotel reservations. The Suppliers invoice Excursionist for tax amounts as part of the total cost of the Trip. The Suppliers remit applicable taxes to the applicable taxing jurisdictions. Excursionist does not act as co-vendor with the Supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by Excursionist to the Suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers.

c. **Special Requests.** Special Requests, such as diet, room location, room type, a particular facility or flight seat, which are an important factor in the choice of your Trip, should be indicated up front. We will pass your request on to our Supplier but cannot guarantee that it will be accommodated. The provision of any Special Request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

d. **Service Charge.** In addition to the cost of the selected Services, Excursionist may include a service charge, which may include additional fees, exchange rate fluctuations, and facilitation costs above the cost of the Services themselves. This fee is charged is charged as a percentage of the total price and depends upon the destination and specific Services booked.

e. **Customer Payment.** If you choose to purchase the confirmed Services, payment is due within 48 hours of receiving the Confirmation Invoice. Payment can only be accepted by wire transfer or major credit card including Visa, MasterCard, Discover and American Express. The schedule of payment is as follows:

i. Payment of a deposit on the package price is due in order to secure booking.

ii. Unless otherwise expressly agreed in writing, payment of balance is due in full for all bookings a minimum of 45 days prior to departure OR upon your acceptance of the Itinerary if booked less than 45 days from departure.

iii. An exception to the above may occur if the policies of hotels, airlines, cruises, Suppliers and other contractors of Excursionist require extra booking time or advance payment.

If for any reason, payment is not received 44 days before the scheduled departure date (or sooner if so required), the booking may be considered void and your reservations may be released. If any payment cannot be charged to your credit card or if a charge is refunded for any reason, including chargeback, Excursionist may cancel your order.

f. **Right to refuse order.** We reserve the right to refuse any order you place with us. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

g. **Change Fees.** Once an Itinerary has been confirmed and paid, any changes to the Itinerary may incur an additional change fee along with any accompanying fees and costs charged by hotels and other Suppliers.

h. **Cancellation by You.** Should you wish to cancel any Services, you must notify Excursionist in writing via e-mail or through your Travel Representative. Such notification will only be deemed to have been given on receipt of your written

notification. In your correspondence, please state the reason for cancellation as you may be covered by your insurance policy. We charge a standard cancellation charge as follows:

- i. More than 45 days: 20% of total Services
- ii. 31-45 days: 60% of total Services
- iii. 14-30 days: 80% of total Services
- iv. Within 14 days: 100% of total Services

In addition to our general cancellation policy, specific Suppliers may also have additional cancellation policies beyond those of Excursionist. For example, many hotels do not permit changes to or cancellations of reservations after they are made. You agree to review the cancellation policies applicable to your Package prior to making travel arrangements and agree to pay any cancellation or change fees that you incur, and agree to indemnify, defend and hold harmless Excursionist from any such fees.

i. **Hotel No-Show.** In the event you do not show for the first night of a hotel reservation and plan to check-in for subsequent nights of your reservation, you must confirm the reservation changes with Excursionist no later than the date of the first night of the reservation to prevent cancellation of your reservation. Failure to show up to the hotel may result in the full amount (including taxes and fees) being charged.

5. YOUR RESPONSIBILITIES

a. **Visa and Health Requirements.** It is the responsibility of all travelers, regardless of nationality and destination, to check with the consulate of the country they are visiting for current entry requirements. As visa and health requirements are subject to change without notice, we recommend that you verify health and visa requirements with the appropriate consulate prior to departure.

b. **Trip Insurance.** We strongly recommend that you purchase a comprehensive Travel Insurance Policy prior to departure. If you cancel your trip or significantly alter travel dates, many policies will reimburse the cost of cancellation fees and related expenses. We urge you to obtain appropriate insurance to protect against such loss.

c. **Passports and Visas.** Documentation of citizenship status (such as a passport or visa) may be required for travel. Excursionist is not responsible for obtaining such documentation for you unless a separate written agreement is made for such service.

d. **Checking In.** You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your Trip. Excursionist cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your itinerary. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

e. **Behavior During Trip.** If in our reasonable opinion or that of any airline pilot, hotel manager, tour leader or other person in authority, your behavior is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate any or all of the Services. Should this happen no refund or compensation will be paid.

f. **Lost Items.** If you lose any personal items while on your Trip, please obtain a written report from the police, to help with any insurance claim upon your return. Excursionist is not liable for any lost, stolen, or damaged luggage.

g. **Damages and Costs.** You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our Suppliers during your trip. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and Excursionist will automatically debit your credit card to the value instructed by the Supplier for any such costs and/or charges.

h. **Illness and Disability.** While we attempt whenever possible to accommodate illnesses and disabilities, not all Packages are appropriate for all travelers. Please check with your physician to ascertain if a certain travel Package is appropriate for you.

i. **Complaints.** If you are unhappy with any aspect of Excursionist arrangements while you are on your Trip, you must address your complaint immediately to Excursionist directly via our emergency number or in an e-mail to your Travel Representative. You should also contact our local representative and the management of the hotel or other Supplier whose services are involved. Excursionist and our representatives and suppliers will do our best to rectify the situation. Customers who do not provide complaint while during their trip and fail to provide a complaint within the specified period deny Excursionist the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect the enjoyment of your Trip.

6. LIABILITY AND MISCELLANEOUS

a. **Disclaimer of Liability and Warranty.** The content, products, and services published on the Excursionist website and/or any marketing materials may include inaccuracies or errors, including pricing errors. We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services we expressly reserves the right to correct any pricing errors on the site and/or on pending reservations made

under an incorrect price.

b. **Supplier Liability.** Suppliers are independent contractors and not agents or employees of Excursionist or its affiliates. Excursionist and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Excursionist and its affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

c. **Limitation of Liability.** You expressly understand and agree that to the fullest extent permitted by law, in no event shall Excursionist, its directors, officers, employees, suppliers, agents or third party licensors, be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages or losses arising out of or relating to this Agreement and/or the Services provided hereunder, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Excursionist has been advised of such damages. The limitation of liability applies whether the alleged liability is based on contract, negligence, recklessness, professional negligence, tort, strict liability or any other basis or legal theory. Such limitation of liability shall apply whether or not the damages arise directly or indirectly from: a) the use or misuse of, or reliance upon, the Services hereunder; b) the inability to use the Services for any reason, including, without limitation, from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or any failure, theft or destruction; c) the interruption, suspension, or termination of the Services; or d) the deletion and/or corruption of any data, information, documents, files and/or any other materials stored on a server owned or under the control of Excursionist or in any way connected to the Services. Such limitation on liability shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law. If, despite the limitation above, Excursionist, its affiliates or their respective Suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Excursionist, its affiliates and/or their respective Suppliers will in no event exceed, in the aggregate, the of the Service fees you actually paid to Excursionist in connection with such transaction(s). The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Excursionist, its affiliates, and/or their respective Suppliers.

d. **Force Majeure.** Neither party shall be liable for any delay or default in performance of this Agreement caused by conditions including, but not limited to, Acts of God, Government restrictions, wars, insurrections, lack of labor and/or any other cause beyond the reasonable control of the party whose performance is affected.

e. **Indemnification.** You agree to release, indemnify and hold harmless Excursionist (and its officers, directors, agents, subsidiaries, joint ventures, and employees), its Suppliers, and their respective directors, officers, employees, agents and third party licensors, from and against any and all liabilities, losses, damages, claims and expenses, including attorneys' fees, with respect to your use or misuse of, or reliance upon, the Services or your violation of this Agreement. This section shall survive the termination of this Agreement.

f. **Release.** On behalf of yourself, your heirs, executors and administrators, you hereby release and hold harmless Excursionist (and our officers, directors, members, managers, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your travel activities and/or any dispute with one or more Suppliers.

g. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida and the United States without giving effect to conflict or choice of law principles, and the parties agree that any litigation between the parties arising under this Agreement or concerning the Services shall be conducted exclusively in state or federal courts located in Miami-Dade County, Florida, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

h. **Severability.** If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

i. **Other.** This Agreement (and any confirmation invoice sent in connection with any Services) may be amended only in a writing signed by both parties. Any waiver of or promise not to enforce any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise. No vendor, distributor, dealer, retailer, agent, sales person, Supplier or other person is authorized by Excursionist to modify this agreement or to make any warranty, representation, or promise that is different than or in addition to the warranties, representations, or promises expressly set forth in this Agreement.

This Agreement was last updated on September 20, 2019.