



Sunrise Birding LLC, PO Box 274, Cos Cob, CT 06807

Terms and Conditions of Booking, Responsibilities and Assumption of Risk

Updated August 18, 2020

TOUR ITINERARIES

Tour itineraries offered by Sunrise Birding LLC are described and posted on the Sunrise Birding LLC website, <https://www.sunrisebirding.com/>. The itinerary describes the intended day to day activities of the tour and the inclusions of the tour. Participation in Sunrise Birding LLC tours and activities is at your own risk. Since some aspects of travel are out of our control and circumstances can change, i.e. weather conditions, transport, political situations, pandemics, quarantine, bird migration, etc., Sunrise Birding LLC and its local ground agents reserve the right to make changes to itineraries to improve a tour or for safety or other reasons. Sunrise Birding LLC reserves the right for any an itinerary to be changed by the leader during a tour as necessary for safety or improvement of the tour. Sunrise Birding LLC also reserves the right to change the advertised tour leader.

TOUR REGISTRATION

Tour registration is required to secure your place on a tour. Since group size is small, interested travelers are advised to complete and submit their registration as soon as possible to assure their place on a tour.

Tour registration encompasses these three tasks:

- **Check with our office to confirm availability on the tour and register your intention to participate in the tour. Contact gina@sunrisebirding.com or call 1.203.453.6724**
- **Read, understand and accept the contents of this document in its entirety. Tour registration constitutes acceptance of the terms described in this document. If you have questions about any of the items in this document, please ask.**
- **Complete and sign the TOUR REGISTRATION/RELEASE FORM and return it to Sunrise Birding LLC with a deposit for each traveler. Deposit amounts are specified in the tour itinerary.**

Provisional bookings are accepted via telephone or email and must be followed up with a completed, signed registration form and deposit payment within 14 days. Paid reservations will supplant provisional bookings if the deposit payment has not been received within 14 days of a provisional booking.

Receipt and recording of your completed registration form and deposit will secure your place on a tour. Tour registration constitutes your agreement with Sunrise Birding LLC's full Terms and Conditions Booking, Responsibilities and Assumption of Risk, and the Cancellation Policies described in this document. These have been established to be fair and equitable to our clients, as well as to our partners and providers around the globe – our guides, lodges, and transport services who are involved in tour services. Please note that some tours, particularly cruises and safaris, are offered in partnership with other companies and their Terms and Conditions and deposit requirements will apply as well. Please note that our cancellation policy has been revised as of August 4, 2020. Completed Registrations prior to that date will keep their original terms.

Tour services begin upon registration. Your deposit funds the work involved in setting up the tour and making sure that all aspects of your tour are in prime order and that your information will be accurately conveyed to our guides and lodges. Each step of tour preparation requires our staff time. Since our tours are not off-the-shelf products, they involve a stream of services beginning with registration. The tour price includes these pre-tour administrative services and for this reason, a portion (\$200) of your deposit is non-refundable.

PAYMENTS

Deposit amounts are specified in the tour description and deposits are due at the time of registration. Deposits may be paid by check, credit card or electronic payment (ACH or wire transfer). Full payment of the balance of the tour cost is due 120 days prior to departure. Payment are made to Sunrise Birding LLC and returned to our address: PO Box 274, Cos Cob, CT 06807.

Credit Card Payments

Credit card payments of the tour deposit may be made via PayPal with no additional fee.

Credit card payments for the tour balance may be made via PayPal and for these the payee must assume and pay all charges from PayPal for the transaction (approximately 5% of the total due). Arrangements for paying the tour balance via PayPal must be made in advance and an invoice from Sunrise Birding LLC is required to make a credit card payment via PayPal.

Electronic Payments

Bank transfers, ACH or wire transfers may also be accepted for tour deposits and payments and the client must cover any bank charges associated with said transfer. Please contact our office for details.

SINGLE TRAVELERS

If you request single accommodation, you must be willing to pay the single supplement to have your own room. Please be sure to confirm this upon registration. No additional deposit is required; but all single accommodations are subject to availability.

If you are willing to share a room with a same gender roommate, please indicate that on your registration form as well. If a suitable roommate is not found, you will need to pay the single supplement 120 days prior to departure.

TRAVEL INSURANCE

The purchase of trip cancellation insurance is strongly recommended for all clients booking tours with Sunrise Birding LLC. Clients are advised to review coverage details carefully and make sure that they are fully aware of limitations on coverage. Clients are advised to procure insurance coverage for Emergency Medical and Medical Evacuation, Trip Interruption, and strongly advised to consider a "Cancel for Any Reason" policy.

Many travel insurance policies require **purchase within 10-14 days of registration for pre-existing conditions to be covered**. Some destinations, particularly cruises, require medical and evacuation insurance. For non-pre-existing conditions there is no time frame required but we recommend you have your policy in place by the final payment due date at 120 days. Please contact your insurance provider for questions.

Sunrise Birding LLC cannot accept liability for losses due to insurance costs, government restrictions, or airline cancellations or delays or penalties incurred by the purchase of non-refundable airline tickets or ANY other expenses incurred by tour participants in preparing for a tour. Sunrise Birding LLC cannot accept liability for any insurance costs if a tour is cancelled.

CANCELLATION POLICY – WHEN YOU CANCEL SERVICES

If you must cancel your place on a tour, your cancellation must be submitted in writing.

- If cancellation is made in writing more than 120 days prior to the tour, your deposit will be refunded less a \$200 required administrative fee but only if the monies that you paid have not been forwarded to the tour providers. If fees have been forwarded to providers, we will endeavor to get them back for you but

we cannot guarantee that we will be able to. Please note that deposits are subject to terms of the operators that we contract with and often fully non-refundable and are primary over those of Sunrise Birding LLC.

- Upon payment of your final balance of tour fees, all payments are non-refundable. There is NO REFUND FOR ANY REASON.
- NO REFUND will be made for lost nights or services due to flight delays or cancellation, including weather delays.
- NO REFUND will be made for portions of your tour or travel services that you choose to opt out of such as guided walks or meals.
- NO REFUND will be made for any unused portion of the tour or for “no shows.”

CANCELLATION POLICY – WHEN WE CANCEL SERVICES

If we cancel for administrative reasons such as low enrollment we will notify you as soon as reasonably possible and all of the tour fees that you paid will be fully refundable or transferable to another tour. There will also be the option to continue with your plans for an additional small group or private travel fee.

Cancellations due to Force Majeure and Acts of God:

If Sunrise Birding LLC must cancel services due to Force Majeure, Acts of God, or other events outside of our control such as a war, strike, riot, civil disturbances, crime, epidemic, global pandemic, natural disaster, weather impacts or forecasts, government restriction, political or military action, terrorist threat or action, delays, detention or expenses arising from pandemics or quarantine, transportation delay or restriction, or other extraordinary event or circumstance beyond our control that may affect your safety and our ability to operate a tour or travel services, we will contact you as soon as reasonably possible to notify you.

We will reschedule your tour or services for dates after the event outside of our control is over and we suspend our obligation by agreement with you until such time the event beyond our control is over.

If you are not able to use the reschedule services, you may opt to cancel and will be subject to the “Cancellation Policy – When You Cancel Services” described above.

The purchase of trip cancellation insurance is strongly recommended for all clients booking tours with Sunrise Birding LLC to cover any losses resulting from tour, flight or other cancellations.

TOUR PRICES

The price of the tour is based on the tariffs and exchange rates in effect when the tour is designed and is subject to adjustment in the event of a change therein.

Provisional Prices: Prices for tours departing more than 8 months from the time the tour information is posted are provisional. Tour bookings are accepted as soon as the tour information is posted and bookings are secured with a completed TOUR REGISTRATION/RELEASE FORM and deposit for each passenger.

If you book on a tour that has a provisional price quoted, you have the right to cancel your place, should you so wish, without incurring any cancellation charges BUT ONLY IF, if the confirmed price of the tour (disregarding any applicable single supplement) is more than 10% above the provisional price indicated at the time you booked, providing that you notify us in writing and this notification is received by us within 14 days of the date of dispatch of the notification of the confirmed price.

What is included in the tour price: Specifics about what is included in each tour are described in the tour itinerary and inclusions normally consist of all travel as noted in the itinerary, lodging in comfortable hotels/motels or their equivalent unless otherwise indicated, meals unless otherwise noted, tour materials and the tour guide services of the leader(s).

What is not included in the tour price: The tour price excludes all expenses incurred before the first official group assembly at the start of any tour and after the official end of the tour, travel insurance, passport charges, vaccination charges, visa charges (including visas obtained on arrival), excess baggage charges, international airport departure taxes, and meals and drinks en route. The tour price also excludes drinks (other than those provided), à la carte dishes on those occasions where the included meal is fixed-menu, snacks, laundry, telephone calls, private excursions, and anything else of a personal nature, including taxes, portage, service charges and tips relating to such items.

In addition, should you decide not to accompany the group on a planned activity for any reason, you are responsible for the extra cost of any accommodation or meals while the rest of the group involved in the planned activity.

Should you arrive or depart at other than the official times of the tour airport/hotel transfers are not included. Airport/hotel transfers are only included where your transfer timings coincide with those of passengers arriving from/departing on our standard tour arrangements.

Surcharges

Due to market volatility and unpredictable increases in costs relating to fuel, flights, and the erratic world economy, we reserve the right to incur a surcharge on our posted tour prices. We would like to offer complete price stability and will make every effort to do this, but because of the possibility of substantial transportation/fuel price increases, changes in ground agent prices, tax increases or exchange rate changes, we cannot guarantee prices. Sunrise Birding LLC reserves the right to increase the price of a tour in the event of cost increases incurred by us that stem directly from increases in transportation costs (by air, land or water, and including increases in fuel costs), increases in government taxes, fees, dues or levies, or exchange rates. We will make every effort to avoid surcharges, but when necessary participants will be supplemented for the surcharge.

PASSPORTS AND VISAS

It is your responsibility to ensure that you have a valid passport and where necessary, a visa or Yellow Fever or other health certificate. Your passport should be valid for at least six months after the end date of the tour. If a visa is required you must procure your own visa. Sunrise Birding LLC accepts no responsibility for costs incurred or your failure to comply with immigration or health regulations.

HEALTH AND VACCINATIONS

Because of the constantly changing recommendations as to immunization and health requirements, malaria risk, and health certificates, it is the traveler's sole responsibility to seek the most up to date health information from your physician or the Centers for Disease Control.

All costs related to health and vaccination requirements must be met at your own expense.

PARTICIPANT RESPONSIBILITY

Participation in Sunrise Birding LLC tours and activities is at your own risk. Participants should choose a tour that best fits their abilities, fitness level and interests. Though these trips are not strenuous, participants should be in good health and able to handle several hours of walking per day and adjusting to differences in altitude, time changes and other factors relating to a tour. Please contact us if you have questions about pace or any other pre-tour concerns.

- Upon registration, participants must review, understand, sign and agree to all of Sunrise Birding LLCs Terms and Conditions of Booking, Responsibilities, and Assumption of Risk.
- Participants are responsible to meet all legal requirements for destinations visited on the tour or travel service including Visas, Passports or other photo identification, proof of vaccination, evacuation insurance or other as required in countries visited, or by our tour operator partners and cruise companies.
- Participants must respect the environmental and cultural laws and customs of countries visited.
- Participants must respect guidelines and regulations given by tour leaders to ensure group safety and comfort.
- Participants must respect the rights and privacy of other tour members, local guides, drivers and staff.
- Participants recognize and accept the fact that the tour is conducted in natural areas where dangerous and venomous wild animals might be encountered over which the Sunrise Birding LLC or its operators or agents have no control or responsibility.
- The health and safety of our clients is our main concern. It is the participant's responsibility not to expose others on the tour to contagions. We ask that participants not attend the tour if they are in poor health or have been exposed to a contagious illness such as COVID-19 prior to the tour.

Tour Preparation by Participants

Participants are strongly advised make themselves aware of tour activities by carefully reviewing the tour itinerary and pre-tour materials provided by Sunrise Birding LLC in advance of the tour. Our tours involve a variety of activities and can entail varying degrees of strenuous activity. Some destinations will require early morning starts and/or late returns as this maximizes our opportunities to find and see certain species.

In preparation for each day, the activities will be described as accurately as possible; however, we reserve the right to make changes as needed. It may be necessary for participants to complete moderate walks of up to several miles over a wide variety of terrain. If you have any health problems or restrictions please inform us in advance so that we can advise you as to your participation in a tour you may be interested in. It must be emphasized that if you have a health problem or physical limitation, we need to know so we can be prepared in the case of an emergency. Further, we cannot provide any assurances with respect to safety, quality or other issues with respect to excursions not within the direct control or supervision of Sunrise Birding LLC. The participant assumes all risks and liabilities of his or her own activities during the tour.

Anyone wishing to partake of an activity not within our program may only do so at their own expense and if it does not in any way interfere with the group schedule.

Small group travel calls for consideration from all participants so that all may enjoy the experience. Any antisocial behavior (swearing, smoking, etc.) that could be detrimental to the enjoyment of a tour by the other group members, shall be deemed to be unacceptable. If there are complaints from other tour members and the leader finds any person unable to conduct themselves in a manner seen fit, the leader reserves the right to send them home at their own expense. The right is retained to accept or decline or retain any person as a member of any tour for any reason.

Flights

Tour participants are responsible for making their own flight and travel arrangements to arrive for the beginning of a tour and depart at the completion of a tour. Tour participants are advised to wait to book your flights until specifically instructed by Sunrise Birding with details on arrival and meeting times and departures. Sunrise Birding LLC cannot be held liable for delays, changes, or flight cancellations prior to, during or after the tour.

Pre/Post Tour Travel Arrangements

If you would like to arrive early or extend your stay on a tour, Sunrise Birding LLC may be able to assist you in making arrangements. If this is requested, we reserve the right to charge an administrative fee for those services. The participant assumes all risks and liabilities of his or her own activities not under the direct supervision of Sunrise Birding LLC.

Baggage

Baggage is at owner's risk entirely.

SUNRISE BIRDING LLC Responsibility Statement

Sunrise Birding LLC, its owners, agents, employees, and affiliated companies (collectively, Sunrise Birding) responsibility is limited. Sunrise Birding designs, organizes, promotes and sells group and private travel services. While we endeavor to make travel arrangements with reputable suppliers, Sunrise Birding acts only as an agent for booking third-party suppliers for land, air and water transportation, hotel/cruise accommodations, restaurants, land operators, excursions, and other tour services for the passenger in regard to travel. Sunrise Birding neither owns nor operates any of these third-party suppliers; they are independent contractors and are not Sunrise Birding agents or employees. Therefore, Sunrise Birding assumes no responsibility or liability whatsoever for the willful or negligent acts and/or omissions of such suppliers or any other third party.

Without limitation, Sunrise Birding is not responsible for any accident, injury, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience for any reason whatsoever in connection with the provision of, or failure to provide, any goods or services by third-party services. Sunrise Birding assumes no responsibility or liability whatsoever any accident, injury, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience occasioned by or resulting from – but not limited to – acts of God or force majeure, event outside our control, acts of government such as closure of International borders, acts of war or civil unrest, insurrection or revolt, sickness, quarantine, pandemic restrictions or border or other closures, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, mechanical or other failure of land, water or air transportation, overbooking or downgrading of accommodations, structural or other defective conditions in accommodation facilities, the failure of any transport mechanism to arrive or depart on time, financial insolvency or cessation of services by suppliers, or for any other cause beyond the direct control of Sunrise Birding including dangers inherent to flora and fauna, dangers associated with recreational activities, sanitation problems, food poisoning, remote evacuation difficulty or lack of access to medical professionals and facilities. Sunrise Birding accepts no responsibility for resulting loss or expenses beyond those services booked originally for the tour; the tour participant shall bear all such additional losses and expenses.

Sunrise Birding assumes no responsibility for loss, theft, damage or accident to participant's baggage or personal effects.

CHANGES IN SERVICES

Sunrise Birding LLC, its owners, agents, employees, and affiliated companies (collectively, Sunrise Birding) reserves the right to make changes in the published itinerary whenever, in its good faith discretion and judgment, conditions warrant. Sunrise Birding reserves the right to substitute hotels of similar quality, to make changes in the itinerary where deemed necessary for client safety and comfort, or to cope with changes or delays in transport or other third-party services. Sunrise Birding reserves the right to substitute tour leaders and will provide notification of this ahead of departure when possible. While rarely necessary, tour and travel service prices are subject to change due to changes in airfares, currency fluctuations, park fees, or other cost increases. Sunrise Birding reserves the right to withdraw without penalty any tour that it has scheduled and announced. Sunrise Birding is not responsible for expenses

incurred by trip members in preparation for the trip (for example, non-refundable air tickets, visa fees, equipment, medical expenses, etc.) or for any necessary additional travel arrangements.

The right is reserved to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour director or supplier to be in the best interests of the health, safety, or general welfare of the tour group or of the individual participant.

CLIENT ASSUMPTION OF RISK

Participation in Sunrise Birding LLC tours and activities is at your own risk. Registration for and participation in any tour or event is voluntary and with the knowledge that the trip, tour or event,, conducted or arranged by Sunrise Birding LLC, its owners, agents, employees, and affiliated companies (collectively, Sunrise Birding) involves certain risks and dangers that include, but are not limited to, the forces of nature, terrorism, civil unrest, wild animals, roads, hotels, vehicles, taxis, boats, elevated walkways, jungle trails or other means of conveyance or accommodation which may not be operated nor maintained to standards common in the United States. Clients must understand and accept that there are inherent risks and dangers with the excursion, known or unknown, relating but not limited to car, truck, tractor, van, bus, train, air, kayak, canoe, raft, inflatable craft, boat, or ship travel, nature walks and hikes, backpacking, wading, swimming, snorkeling, skin diving, and scuba diving, bird watching, wildlife viewing, and photography, accidents or illnesses, and acts of nature including weather, wildlife, man or God. However, in consideration of the right to participate in this excursion, Clients must release Sunrise Birding LLC and their officers, agents, leaders, employers, and employees from all responsibility for damages, injuries, deaths, losses or delays due to any reason whatsoever, and assume responsibility for all risks and dangers in connection with the excursion.

Clients must be aware that an accident or illness could occur in remote places without access to immediate or timely medical treatment or facilities. Clients must be aware and accept the risk of tropical or other diseases. Clients must be aware and accept that medical services or facilities may not be readily available during all or part of my trip. This includes emergency medical care, presence of physicians, and adequate medication. With knowledge of the foregoing, the client assumes all risks. Moreover, clients must attest that they are in good health and able to participate in such trip or tour and the activities related thereto except as otherwise disclosed in writing on the required health and information form.

WAIVER AND RELEASE OF LIABILITY

In consideration of, and with the payment of the tour deposit with intention to participate in such trip or tour and/or in other activities and services conducted or arranged by Sunrise Birding LLC, its owners, agents, employees, and affiliated companies (collectively, Sunrise Birding), the client must agree that neither Sunrise Birding, nor any of their representatives shall be liable for any accident, injury, property damage, or personal loss in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond Sunrise Birding control. The client must waive any and all claims for liability against Sunrise Birding, LLC or any of their officers or representatives as a result of their participation in this tour, and agree to indemnify and hold harmless from any and all liability to the undersigned, his/her personal representatives, heirs, assigns, and next of kin, for any and all losses, damages or injuries or any claim or demand on account of injury to the person or property of the undersigned. The client must acknowledge that this hold harmless clause is prerequisite to taking part in any tour or events sponsored by Sunrise Birding.

PHOTO RELEASE AND SHARING

By registering for and participating in this tour, the client agrees to grant to Sunrise Birding and its authorized representatives permission to record through photography and/or video, pictures of my participation in the tour. The client further agrees that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote

Sunrise Birding and further that such use shall be without payment of fees, royalties, special credit or other compensation.

Completion of the TOUR REGISTRATION/RELEASE FORM, receipt of your deposit, recording of your registration by Sunrise Birding LLC, will secure your space on a Guided Group Tour or Private Tour.

In registering for any Sunrise Birding LLC tour, you certify that you have read and accept all Sunrise Birding LLC Terms and Conditions of Booking, Responsibilities, & Assumption of Risk, Changes in Service, Cancellation/Refund policies as stated.

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