

IMPORTANT TRAVEL NOTICES, TERMS AND CONDITIONS

The following terms and conditions (hereafter "Terms and Conditions") apply to all journeys provided by COME TO GALAPAGOS, LLC and its agents, employees, associates, affiliated companies, independent contractors, or subcontractors (hereinafter called "COME TO GALAPAGOS", "we" or "us" in the rest of this terms and conditions agreement). Read them carefully, and ask questions about any area of concern or uncertainty. COME TO GALAPAGOS recommends that you have your attorney review this entire agreement prior to your signing it. Your signature at the end of this document is required in order to reserve and travel with COME TO GALAPAGOS, and that signature means that you agree to abide by, and be bound by, all of these terms. The services provided by Come to Galapagos are not an essential need, and if you do not find these terms and conditions to be acceptable your recourse is to not travel with COME TO GALAPAGOS. Without your agreement to these terms and conditions, the cost of your trip would be much higher. So do let COME TO GALAPAGOS know all of your questions so COME TO GALAPAGOS has an opportunity to give you a complete answer before you sign anything.

Health and Fitness

COME TO GALAPAGOS itineraries are physically active and interactive, so you must be in good health to participate. COME TO GALAPAGOS recommends that you discuss these with your physician. COME TO GALAPAGOS reserves the right to decline any trip participant whose condition, in COME TO GALAPAGOS opinion, may affect the health, safety or enjoyment of the participant, other participants, our staff, or third parties.

YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS OF, ANY AND ALL MEDICAL TREATMENTS YOU MAY REQUIRE OR RECEIVE DURING THE JOURNEY. No medical personnel travel with, or as part of, COME TO GALAPAGOS staff. The quality of medical personnel and facilities vary from region to region and cannot be controlled by COME TO GALAPAGOS. In some parts of the world, substandard medical care is common and unavoidable. Due to the vast mileage covered in COME TO GALAPAGOS itineraries, it is not possible to prearrange or screen medical providers along the route. COME TO GALAPAGOS is not responsible for the costs of any medical treatment you may require during the trip. Under no circumstances is COME TO GALAPAGOS responsible for the quality of medical care, or lack thereof, you may receive while on the trip.

We strongly recommend that you review the travel insurance we provide as part of the "package", to ascertain if it is adequate for you. It is one of the most expensive and comprehensive policies available, however you may wish to augment it.

It is common to experience "jet lag" after transoceanic flights. Jet lag may affect alertness, reflexes and balance. You are encouraged to drink water frequently during air travel and on the days following. Avoid liquor and caffeine while in the air, if not longer. If you find you are experiencing any effects of jet lag or other ailment, you should consider -----not---- undertaking strenuous activity at that time.

Immunizations and Travel Risks

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release COME TO GALAPAGOS from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For information concerning possible dangers at international destinations, contact the Travel Advisory Section provided by the government of your country. In the United States of America, contact the State Department, by phone (202) 647-5335 or access

online at <http://travel.state.gov/travel/warnings.html>. For medical information, refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559, use their fax information service at (404) 332-4565, or access online at www.cdc.gov/travel. You may also wish to consult your family physician. -----Be advised a trip to Ecuador without proper immunizations and immunization records may impact your ability to enter certain European countries in the future.-----

Assumption of Risk

These are risks naturally inherent in sports and activities you will be engaging. COME TO GALAPAGOS has no means of gauging the skills of each member of the tour. Travel to, and within, foreign countries, involves inherent risks which are also potentially dangerous. You expressly assume the risk of property damage, property loss, injury and/or death occurring, without limitation, while boating, diving, snorkeling, kayaking, bicycling, swimming, surfing, dining, flying, rock climbing or even just walking.

Travel Arrangements

Participants will arrange and are responsible for their own travel to and from point of departure of tour. COME TO GALAPAGOS is not responsible if an airline cancels or delays a flight. If that occurs, you should work with the airline to ensure you arrive at your destination on or ahead of time. COME TO GALAPAGOS will not provide any refund for trips missed, in part or full, due to missed, cancelled or delayed flights or other flight irregularities including without limitation denied boarding, whether or not you are responsible for such denial. When possible, we recommend arriving in Europe at least one day ahead of schedule, at your additional expense of course, and joining us when the tour commences one day later. COME TO GALAPAGOS is not responsible for a participant's late arrival. These tours are very time limited and, while COME TO GALAPAGOS will make efforts to accommodate late arrivals, participants are advised that the trip may proceed without them. Participants are advised to plan for this and to be prepared to arrive in time.

Trip Cancellation Insurance

Again, please review the details of the trip cancellation insurance we have purchased for you.

Force Majeure ("Acts of God")

COME TO GALAPAGOS shall have no responsibility or liability and shall not be required to make any refund, partial or full, in the event, without limitation, of any delay, cancellation, overbooking, strike or other labor activity, acts of war, terrorism, disease, bad weather, lack of medical care, or other force majeure event or cause beyond COME TO GALAPAGOS' direct control. Further, COME TO GALAPAGOS shall have no responsibility for any additional, incidental, or consequential expense due, without limitation, to omissions, delays, re-routing, or acts or omissions of any governmental authority. COME TO GALAPAGOS reserves the right to cancel a trip for force majeure or any other circumstances beyond our control as determined in our sole discretion. In which case COME TO GALAPAGOS shall have no responsibility or liability and shall not be required to make any refund.

Sport Equipment Rental

Participants are hereby advised that you and other Participants will be renting sports equipment from a third party. COME TO GALAPAGOS will not be performing safety inspections on this equipment. This is your responsibility expressly and exclusively. COME TO GALAPAGOS is not liable for damages, loss or theft of the sports equipment, or damages or injuries caused thereby, whether by or upon you or 3rd parties.

Passports

All tours require a passport valid until at least six (6) months beyond the scheduled end of your itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements

pertaining to their trip; COME TO GALAPAGOS is not responsible in any way for your failure to do so.

If you try to enter a country where visa is required, and you do not have the visa, it is possible that you will be imprisoned until there is an available flight to return you to your point of origin. In some instances, you can receive the same treatment if you attempt to enter a country on a one-way ticket.

What's Included

Your tour price has been arrived at by customizing your tour to fit your needs and will be delineated in your contract.

Accommodations

We have chosen the finest B&Bs for your accommodation on San Cristobal and four star hotels in Quito.

BOOKING AND CANCELLATION POLICIES

Payment is due upon confirmation of tour date. Only credit card payments are accepted. Initial deposit is \$300.00 per person (most of this deposit will immediately be used to purchase your travel insurance). Final payment is due no later than 60 days prior to your tour date.

Please be advised that tour guides and accommodations are limited, so participants are encouraged to reserve space early.

Cancellations and Refunds

If you must cancel your trip, you must do so in writing. Cancellation refunds will be calculated as of the date we receive your written cancellation. All payments for travel services not provided to the passenger shall be refunded in accordance with these Terms and Conditions and in accordance with COME TO GALAPAGOS' cancellation policy.

Refunds will be processed 30 days after our receipt of your written cancellation. Please note that if you cancel on or fourteen days prior to the scheduled date of departure, you will not receive any refund.

Cancellation Charges - Unless otherwise stated in the brochure, for all cancellations we will refund the cost of your trip less the following per-person charges:

Prior to Departure Charge

Up to 60 days prior \$300.00 per person
45 to 59 days prior \$500.00 per person
30 to 44 days prior \$1,000.00 per person
15 to 29 days prior \$1,500.00 per person
1 to 14 days No refunds will be granted

Responsibility

Without limitation, COME TO GALAPAGOS shall not be responsible or liable for any acts, errors, omissions, representations, misrepresentations, misfeasance, nonfeasance, warranties, negligence or other conduct of any supplier or independent contractor, nor for any personal injuries, death, property damage or loss, or other damages or expenses resulting there from.

The responsibility of COME TO GALAPAGOS and its affiliated companies is strictly limited. As a tour operator, COME TO GALAPAGOS organizes, promotes and sells tour programs consisting of island tours that COME TO GALAPAGOS arranges with various suppliers (collectively, 'Suppliers'). COME TO GALAPAGOS does not own or operate any of these Suppliers. The Suppliers providing

travel services for COME TO GALAPAGOS tour programs are independent contractors, and are not agents or employees of COME TO GALAPAGOS. As such, COME TO GALAPAGOS is not responsible for any negligent or willful act or failure to act of any supplier or of any third party. By utilizing the equipment of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither COME TO GALAPAGOS nor any representative of COME TO GALAPAGOS shall be liable.

COME TO GALAPAGOS reserves the right to correct promotional or pricing errors at any time, or to adjust the program price in the event of cost increases due to changes in currency fluctuations, rental fee increases, taxes, or fuel surcharges.

Release

In consideration of, and as a part of the payment for, the right to participate in such tours, itineraries, or other activities and as a part of the payment for, the services arranged for me by COME TO GALAPAGOS, **I DO HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS**, including, to the extent permitted by law, the risk of negligent or reckless acts or omissions of COME TO GALAPAGOS, its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, and **I DO HEREBY EXPRESSLY AGREE TO FOREVER INDEMNIFY, RELEASE AND HOLD HARMLESS** COME TO GALAPAGOS, its agents, employees, officers, directors, associates, affiliated companies, and subcontractors against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I or third parties now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by COME TO GALAPAGOS, its agents, employees, officers, directors, associates, affiliated companies, independent contractors or subcontractors. **THE TERMS OF THIS AGREEMENT (TERMS AND CONDITIONS) SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, my heirs, assignees, administrators, executors, trustees, and all members of my family, including any minors accompanying me. **I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THE RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT COME TO GALAPAGOS SAMPLE HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT.**

Applicable Law and Choice of Forum

These Terms and Conditions shall be governed and construed according to the laws of the State of Arizona. Any claims against COME TO GALAPAGOS arising out of or relating to these Terms and Conditions must be brought in the courts of Marin County, CA, to the exclusion of the Courts of any other state and country.

By signing below, I acknowledge that I accept the charges, terms and conditions described in the Come to Galapagos, LLC Itinerary, as well as any additional charges (if such charges arise during travel).

I acknowledge that I have read and agreed to the Important Travel Notices, Terms and Conditions shown here above.

DATED _____

Phone number _____

Address _____

Signature of the Participant _____

Name Printed _____

PLEASE SIGN AND RETURN BY FAX OR POST

As a registered "Seller of Travel" in California, the law requires us to deposit 100% of all customer funds (excluding non refundable deposit) in a trust account and held there until you've completed your trip.

Registration as a seller of travel does not constitute approval by the state of California, it does however provide the opportunity for us to participate in the Travel Consumer Restitution Corporation (TCRC) which provides consumers with the following protections and rights.

You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on the behalf of the passenger to the Seller of Travel, not to exceed \$15,000.

A claim must be submitted to the TCRC within six months after the scheduled completion date of travel. A claim must include sufficient information and documentation to prove your claim and a processing fee of \$35.

You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in the state of California at the time of sale.

You may request a claim for by writing to: Travel consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: (415) 927-7698

Passengers purchasing from outside the state of California are not covered by the TCRC.

Come To Galapagos, LLC desires to maintain friendly relationships with its clients (agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, Come To Galapagos, LLC has established an alternative mediation program in the event of a misunderstanding or dispute between Come To Galapagos, LLC and it clients."

Mediation and Arbitration

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the World Travel Dispute Center under the applicable guidelines as

established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees.

CONSUMER DISCLOSURE NOTICE FOR SPORTING/ADVENTURE TOURS

Release and Assumption of Risk

I understand and agree that during the trek, tour, expedition, or other trip in which I will participate, under the arrangements of COME TO GALAPAGOS, LLC and its agents, employees, associates, affiliated companies, or subcontractors, certain risks and dangers may arise, including, but not limited to, acts of God, the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions, the dangers of civil disturbances and war, the forces of nature, dangers and risks inherent in sporting activities, the negligent or reckless acts or omissions of COME TO GALAPAGOS, LLC, its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, travel by boat, automobile, train, ship, aircraft, or other means of conveyance, and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. COME TO GALAPAGOS, LLC shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with any of the above and/or terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control. Traveler assumes complete and full responsibility for, and hereby releases the agent from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335. For medical information, refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at (404) 332-4565.

In consideration of, and as a part of the payment for, the right to participate in such treks, tours, expeditions, or other activities and as a part of the payment for, the services arranged for me by COME TO GALAPAGOS, LLC and its agents, employees, associates, affiliated companies, or subcontractors, **I DO HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS**, including, to the extent permitted by law, the risk of negligent or reckless acts or omissions of COME TO GALAPAGOS, LLC, its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, and **I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD** COME TO GALAPAGOS, LLC and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors **HARMLESS** against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by COME TO GALAPAGOS, LLC and its agents, employees, associates, affiliated companies, or subcontractors. **THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF**

RISK for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. **I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT COME TO GALAPAGOS, LLC HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT.** I further agree that any legal dispute involving these travel services shall be heard only by the courts of MARIN COUNTY, CALIFORNIA, USA.

I acknowledge that in calculating the cost of the tour or trip, COME TO GALAPAGOS, LLC has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, COME TO GALAPAGOS, LLC would be unable to offer these services.

DATED _____
Phone Number _____
Signature of Participant _____
Name Printed _____
Signature of Witness _____
Name Printed _____