GUEST TRIP AGREEMENT

IMPORTANT NOTICE TO GUESTS: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND IS BINDING ON YOU. PLEASE READ THIS AGREEMENT CAREFULLY. IN PARTICULAR, WE DIRECT YOUR ATTENTION TO SECTIONS 13–18, 20, 22–25, AND 27, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF GUESTS TO ASSERT CLAIMS AND BRING LAWSUITS AGAINST NHA, EACH OF THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, AND OTHERS, INCLUDING LIMITATIONS OF LIABILITY AND DAMAGES, TIME LIMITS TO MAKE CLAIMS AND SUE, FORUM SELECTION, WAIVER OF CLASS ACTION RELIEF, ARBITRATION AND WAIVER OF JURY TRIALS FOR CERTAIN CLAIMS, AND INDEMNIFICATION.

This Guest Trip Agreement ("Agreement") is a release and limitation of liability and waiver of claims with respect to Natural Habitat, Inc. dba Natural Habitat Adventures ("NHA") and the other Released Persons (as defined below). As an individual booked on and participating in an NHA Trip ("Guest"), your signature is required to travel on the NHA Trip, including any Extensions, for which you have registered (the "Trip"). Each Guest is expected to fully read, understand and complete the Agreement for him or herself. The completed Agreement must be returned to NHA's office prior to the departure of your Trip.

1. Binding Contract

This Agreement is a contract between NHA and Guest useable only for the Trip and date specified. By accepting this Agreement and booking the Trip, I agree, both on my individual behalf and on behalf of any person or child traveling with me or in my care, to be bound by all of its terms, including specifically those regarding the Released Persons' (defined below) liability and the provision of personal services, for the Trip including, but not limited to, periods during which I am traveling to or from the start of the Trip or any part of the Trip and engaging in or utilizing any activities, excursions, tours, and/or facilities or services related to or offered in connection with the Trip.

2. Released Persons

The term "Released Person" or "Released Persons" means: (i) NHA, (ii) each of their respective past, present and/or future parents, subsidiaries, affiliates, joint venturers, predecessors, successors, assigns, shareholders, members, directors, officers, managers, employees, agents, independent contractors, tour operators, and representatives; and (iii) the respective insurers of all such Persons referred to above but only to the extent of their capacity as an insurer of such Persons.

3. Trip Price and Inclusions

Upon receipt of the applicable Trip price for each Guest, NHA will provide, subject to all the terms of this Agreement, the internal transportation specified for the Trip, meals, accommodations, and all normal services and facilities during the Trip. The Trip price does not include travel to and from the start and end points of the Trip, alcoholic beverages or other items or services of a personal nature, taxes, airline fees, or gratuities, all of which are for the account of the Guest unless otherwise specified. Unless otherwise provided in their Trip itinerary, Guest is responsible for all items or services not provided in the Trip inclusions as specified on the individual Trip page on NHA's website.

4. Non-Transferable

This Agreement is not transferable. The Trip price paid is not refundable except as and to the extent provided herein or as may be permitted in NHA's Terms & Conditions in effect at the time Guest's first deposit or payment is received by NHA, and shall be fully earned by NHA at the time of payment or, if not previously paid, at Trip departure. NHA is not liable to make any refund to Guest for any Agreement lost or wholly or partially not used.

5. Third-Party Beneficiaries

NHA and Guest agree and intend that certain third-party beneficiaries derive rights and exemptions from liability as a result of this Agreement. All of NHA's rights, exemptions from liability, defenses and immunities under this Agreement (including, but not limited to, those described in Sections 13–17 and 22–25) will also inure to the benefit of the following persons and entities only for purposes of such rights, exemptions from liability, defenses and immunities: operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, excursion and activity providers, vendors, and tour operators, as applicable.

6. Travel Documents and Health

Guest assumes all responsibility for and shall have upon Trip departure all passports, visas, and other travel documents, including health and vaccination certificates, that are or may be required by governmental or other authorities. At Trip commencement, Guest must be fit to undertake the intended Trip. Guest may be denied joining or continuing on the Trip without refund if Guest does not have proper documentation or, in the opinion of NHA, is not fit for the Trip or requires special care, treatment or attention beyond that which NHA can provide at time of departure.

7. Baggage

Guest may have carried on the Trip as baggage items such as clothing, jewelry, toiletries, and similar personal effects as are necessary and appropriate for the use of Guest on the Trip. NHA shall not have any responsibility for any money, jewelry, cameras, binoculars, portable communication or computing equipment, electronics, or other valuables, and any such articles taken on the Trip shall be at Guest's own risk. Guests may not take as baggage on the Trip pets or other animals, firearms, prohibited or controlled substances, inflammable or hazardous items, or any prohibited contraband.

Guest must distinctly label each piece of baggage with Guest's name. NHA is not liable in any capacity whatsoever for loss, damage or delay to any baggage unless so marked and until delivered to and checked by NHA at the designated delivery location. NHA's responsibility with respect to Guest's baggage and other property shall terminate on discharge from the Trip, whether at the final or any intermediate place, and each Guest shall be responsible to ensure their baggage is properly labeled and transferred to and put on any train, ship, aircraft or other means of transport in which they will proceed.

8. Liability Limitations for Baggage and Property

FOR THE PURPOSE OF THIS AGREEMENT, IT IS STIPULATED AND AGREED THAT THE TOTAL VALUE OF GUEST'S BAGGAGE AND ALL OTHER PROPERTY OTHERWISE TAKEN BY GUEST ON THE TRIP DOES NOT EXCEED U.S. $3500 (THREE THOUSAND FIVE HUNDRED DOLLARS) AND NHA'S LIABILITY, IF ANY, IN THE EVENT OF LOSS, DAMAGE OR DELAY TO ANY OF GUEST'S BAGGAGE OR OTHER PROPERTY SHALL NOT EXCEED U.S. $3500 (THREE THOUSAND FIVE HUNDRED DOLLARS). GUEST MAY OBTAIN INSURANCE PROTECTION AGAINST THEFT AND OTHER LOSSES BY MAKING THEIR OWN ARRANGEMENTS FOR SUCH INSURANCE OR BY PURCHASING TRAVEL INSURANCE THROUGH NHA.

9. Substitution or Cancellation of Trip

Adventure travel is inherently prone to complications and alterations. In some circumstances, it may be necessary to change accommodations, transportation, activities or other services, sometimes with little or no notice. In such cases, NHA will make reasonable efforts to provide comparable substitutions wherever possible. NHA will keep Guests updated on any changes that may affect Guests' arrival or departure.

In the event of a force majeure event ("Force Majeure"), which shall include, but not be limited to, an act of God, perils of the sea, heavy weather covering any portion of the Trip itinerary, natural disaster, epidemic, pandemic, confirmed outbreaks of diseases including, but not limited to, a coronavirus, including, but not limited to, COVID-19, avian influenza (H5N1, "bird flu"), swine flu, Ebola, West Nile, or Zika, government-issued travel restriction or advisory

impacting any portion of the Trip, including, but not limited to, testing and/or quarantine requirements, war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, embargoes, or any other reason beyond the control of NHA that should render traveling inadvisable or dangerous to the health or safety of Guests in NHA's sole discretion, impacting any portion of the Trip or Extension, or any other reason beyond the control of NHA, NHA may at any time, before or after a Trip or Extension departure, and without notice, cancel the Trip or Extension, change the date of the Trip or Extension, increase the price as circumstances warrant, rebook Guests on a similar Trip or Extension, or reschedule the departure date. In the event of cancellation due to Force Majeure or otherwise, NHA shall, in its sole discretion, have the right, upon written notice to Guest and without further liability, to terminate this Agreement, and Guest shall receive a trip credit in the amount paid for the cancelled Trip or Extension for use on another NHA Trip. In the event NHA cancels a Trip or Extension in progress, except in the case of a Force Majeure, NHA shall provide Guest a prorated trip credit for use on another NHA Trip based on the number of days not completed on the Trip or Extension. In the event of an increase in price in excess of 5% of the original Trip price, Guest may cancel without charge upon written notice to NHA within 72 hours of receipt of notice of such increase, but not later than departure.

10. Guest Health and Safety

If in the judgment of NHA, any Guest may be excluded from entry at any destination by governmental authorities, or may endanger the health, safety or comfort of such Guest or others by reason of any exposure to bacteria, viruses or other contagion and any illness or condition of such Guest, or if Guest fails or refuses to observe or comply with any such orders or regulations that are or may be established for the general comfort or safety of Guests and staff, NHA shall have the right to prevent Guest from joining or continuing on a Trip at any point before or during the Trip, at Guest's own expense, or may require Guest to submit to such restrictions as, in the opinion of NHA, may be necessary for the safety or comfort of Guest or others. NHA shall be the sole judge of such matter, and Guest agrees to accept such judgment as final, and NHA shall not be liable for mistakes in judgment exercised in good faith. If Guest is refused participation for any such reason, NHA shall not be required to refund any portion of the Trip price paid and shall not be responsible for any of Guest's costs. The acceptance of Guest at start of Trip shall not constitute a waiver of any right permitted herein for NHA to take action thereafter with respect to any condition or conduct of Guest. All Guests are subject to medical examination if required by NHA.

11. Photo/Video Release and Assignment

Guest acknowledges that, as a normal part of its business, NHA produces photographic and video recordings of its Trips which may be used by NHA in advertising and promoting its products. Guest hereby consents to the making of photographic and video recordings ("images") including Guest's appearance and voice, while Guest is engaged in the Trip, and grants to NHA the right to use such images and any copies or derivative works therefrom in any manner for promotional and other commercial purposes, in any medium. Guest releases and assigns to NHA any right or interest Guest may have in images including Guest's appearance and/or voice taken by employees, agents or contractors of NHA, and waives any rights of any kind in or over such images including rights of (A) compensation, (B) publicity, privacy or copyright, or (C) review, inspection or approval.

12. Independent Contractors

NHA works with partners from around the world in order to run our nature Trips. Certain tours, excursions, activities, charter or scheduled air travel, accommodations, restaurants, bus and other transportation, and medical testing and consultation services are not under the control of NHA, and NHA shall have no responsibility or obligation other than (if undertaken) as agent for Guest in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost thereof is included in the price of the Trip. If NHA provides a physician, nurse, hairdresser, massage therapist, or any other person customarily providing personal service for a fee, or if NHA arranges emergency medical care or transportation on Guest's behalf, that is done solely for the convenience of Guest and any such person or entity in dealing with Guest shall not be considered in any respect as the employee or agent of NHA, but as an independent contractor. NHA shall not be liable for any act or omission of such persons or entities, or those under their orders or assisting with respect to medical testing, diagnosis, treatment, supplies, advice or care of any kind given to any Guest. The cost

or charge for any service provided by any such independent contractor for or on behalf of a Guest shall be the sole responsibility of the Guest, and NHA shall not be liable in any way whatsoever in any such arrangement.

13. General Limitation of Liability

NHA is not responsible for, and shall not be liable in any manner to Guest, for any loss, injury, illness, or death to Guest or any property (whether such property be in the custody of NHA or otherwise): (A) whenever occurring if caused by or arising from any Force Majeure (as defined above), Act of God, civil commotion or disturbance, labor action, Acts of State or restraint or requisition, fire, robbery, theft, pilferage (whether or not by a person in the employment of NHA), perils of the sea, errors in navigation, collision, inability to secure or failure of supplies, or any other cause beyond NHA's reasonable control or actions of any person not shown to have been caused by NHA's negligence; (B) occurring or sustained after the conclusion of the Trip or prior to commencement of the Trip; (C) attributable to any cancellation, prevention, change or delay of Trip including, but not limited to, detention during the Trip caused by accident or otherwise, or for any loss of time, accommodation bills, travel expenses or other costs incurred in connection therewith; or (D) that arises from or is proximately caused by a pre-existing exposure to a virus or other pathogen, illness or condition. In addition, Released Persons shall not be liable for infliction of emotional distress, mental suffering or psychological injury, whether or not involving negligence or willful fault. Thus, NHA disclaims all liability to Guest for damages for emotional distress, mental suffering, or psychological injury of any kind under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Guest's physical injury or as the result of Guest having been at actual risk of immediate physical injury proximately caused by NHA's negligence or intentionally inflicted by NHA ("Emotional Harm"). Any change in the relationship among parties that constitute the "NHA's Affiliates" as defined in Clause 18 shall not be grounds for cancellation by or refunds to Guest beyond that which is listed in the NHA cancellation policy. Nothing in this Agreement shall be construed as depriving NHA of the benefit of any statute providing for limitation of or exoneration from liability, nor of any liberty, right or remedy, to which it would otherwise be entitled. GUEST UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IN NO EVENT SHALL ITS PARENT, SUBSIDIARIES, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OFFICERS, DIRECTORS, SUCCESSORS, REPRESENTATIVES, AGENTS AND ASSIGNS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Transmissible Diseases, Viruses, and Other Contagion

Guest understands and acknowledges that there is a risk of being exposed to bacteria, pathogens, viruses and other contagion, including, but not limited to COVID-19, and of contracting an illness or disease, including, but not limited to COVID-19, as a result of exposure to other individuals and/or surfaces despite vaccination, screening, testing and/or other steps that may be taken by NHA, Trip operator or contractor, government authorities and/or Guest in response to these risks. Guest hereby waives and releases the Released Persons from any and all claims, demands, and damages arising from or relating to any exposure to any bacteria, pathogen, or virus, including, but not limited to, the coronavirus, and/or the contraction of any illness or disease as a result of any such exposure, including, but not limited to, COVID-19, by Guest or any other person, including claims and damages due or allegedly due to inaccurate test results (including possible false negative results) and/or the negligence of any Released Person or Guest.

Guest understands and acknowledges that they may be required by NHA, government authorities, local suppliers, or other entities to undergo screening and preventative measures, including, but not limited to, COVID-19 vaccination and testing, and/or sign additional forms before and/or during the Trip in order to join and/or continue on the Trip. Guest agrees to obey all rules and regulations related to any transmissible disease, virus, or other contagion set forth by NHA, the Expedition Leader(s), Local Guides(s), other representatives of NHA, government authorities, or local suppliers. NHA reserves the right, in its sole discretion, to prohibit any Guest from joining or continuing on a Trip if, in its opinion, Guest's health, behavior, or actions pose or could pose a threat to their health or safety, or the health or safety of other Guests or staff. Should a Guest not be permitted to join a Trip or be asked to leave a Trip in progress, (i) Guest shall not receive a refund for any portion of the Trip price, used or unused, beyond that which is listed in the NHA cancellation policy, and (ii) NHA shall not be responsible for any additional

expenses incurred by Guest as a result of their dismissal. Additionally, NHA shall not be responsible for any expenses incurred by Guest as a result of any required or recommended treatment for suspected or confirmed COVID-19 cases including, but not limited to, transportation, accommodation or medical expenses.

Guest hereby agrees that there is no warranty, whether express or implied, as to the fitness or the condition of any lodging facility, any mode of transportation, tour operator, outfitter, guide, safari operator, equipment supplier, or with respect to the condition of any person, or of any food, drink, medicine, medical test or equipment, or provision encountered, supplied or utilized during or in connection with the Trip. ALL WARRANTIES INCLUDING WARRANTY OF FITNESS FOR USE AND OF MERCHANTABILITY ARE EXPRESSLY EXCLUDED. NHA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

Guest acknowledges that NHA is not an insurer of their safety during the Trip, including, but not limited to, during the Trip, pre- or post-Trip travel and check-ins, or any excursions or activities.

15. Release, Assumption of Risk and Limitation of Liability Agreement

NHA attempts to select reliable suppliers and contractors to provide air, ground, marine and other transportation, accommodations, guiding and other travel-related services. With limited exceptions, NHA does not own, operate, or control any entity that provides, or is to provide, any goods or services for the Trip, including, without limitation, any lodging facilities, airline, bus, vessel or other transportation companies, food service providers, local ground operators, outfitters or guides, safari operators, equipment suppliers, organizers of optional excursions, entertainment providers, etc., including, without limitation, various entities that may utilize the NHA name or logos. NHA and other Released Persons are not responsible for any negligent or willful act, or failure to act, of any such person or entity, or of any other third party.

Additionally, I am voluntarily participating in this Trip and acknowledge that the Trip I am undertaking involves risks, inherent and otherwise to me and my property, which may cause injury, illness, death, emotional trauma, inconvenience, delay, or other unanticipated events. These risks may include, but are not limited to, the following: (i) negligence in any manner on the part of a Released Person including, without limitation, negligence in the conduct or arrangement of the Trip in any respect from inception to completion; (ii) acts of God or Force Majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; (iii) terrorism or the threat of such; (iv) physical exertion for which I am not prepared; (v) negligent or reckless conduct by myself or other Guests; (vi) forces of nature including, but not limited to: weather and climate conditions, natural disasters, high altitude, perils of the sea or water-based activities; (vii) overbooking or downgrading of accommodations or structural or other defective conditions in hotels or other lodging facilities; (viii) the operation of and/or mechanical or other failure of any means of transportation or for any failure of any transportation mechanism to arrive or depart in a timely or safe manner; (ix) collisions of vehicles; (x) dangers associated with or bites from wild or other animals, pests, insects, marine life or vegetation of any sort; (xi) risks and dangers incident to any recreational activities in which I choose to participate during the Trip, such as snorkeling, kayaking, hiking, and horseback riding; (xii) rugged or uneven terrain; (xiii) epidemics, pandemics, or the threat of such; (xiv) sanitation problems including, without limitation, risks and illnesses associated with consumption of food, beverages, or impure water; (xv) consumption of alcohol or other substances; (xvi) risks associated with exposure to allergens, food-related, environmental or otherwise; (xvii) risks associated with potential exposure to bacteria, viruses, including coronavirus, and other contagion from other individuals, food, water, or surfaces; (xviii) accident or illness without access to rapid evacuation; (xix) lack of access to or quality of medical supplies and/or medical care in the event of illness, injury, or medical emergency; (xx) difficulty in evacuation in case of a medical or other emergency; (xxi) stolen, lost, or misplaced luggage or property;(xxii) theft or break-ins into vehicles, lodging rooms or elsewhere; (xxiii) negligence, criminal or willful misconduct by third parties; (xxiv) financial default of any supplier; or (xxv) participation in scientific field research, including data collection, physical work, irregular hours, equipment failure or malfunction, unexpected changes in research activities, and risks associated with working in remote locations with limited infrastructure, communications, medical services, or evacuation capabilities.

I understand that the description of the risks in this Agreement is not complete, the pricing of this Trip is based upon my assumption of these risks, and I hereby voluntarily choose to participate in and expressly assume all risks and dangers of the Trip, whether or not described herein, and whether known or unknown. I also hereby release the Released Persons and agree to hold harmless, release, discharge, indemnify, and agree not to sue NHA and/or

any other Released Person, for any injury or illness to me, including death, loss, emotional distress or psychological harm, property damage, or expense, which I may suffer, arising in whole or in part out of my participation in the Trip, including, but not limited to, those risks, injuries, illnesses, damages and/or losses that are unknown, inherent or otherwise.

I further agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma, emotional distress or psychological harm, or death. I acknowledge that NHA, and/or other Released Persons are not insurers of my safety during the Trip.

Additionally, in consideration for being allowed to participate in this Trip, I agree, to the fullest extent permitted by law, to waive any and all claims against and to hold claims based on any Released Person's alleged or actual negligence or breach of any contract and/or express or implied warranty, or breach of any statutory duty, or other duty of care, excepting any Released Person's gross negligence.

Notwithstanding any other provision in this Agreement, in accordance with the policy of the United States National Park Service ("NPS"), this Agreement shall not apply with respect to negligence, injuries, or other losses occurring on any NPS property.

16. Time Limit for Claims

No claim for loss, emotional or physical injury, illness, or death shall be enforceable against any Released Person unless written notice thereof with full particulars of the claim is delivered to NHA within 185 days (30 days for claims relating to baggage or other property loss), and unless suit is commenced within one year (six months for claims relating to baggage or other property loss), after the day of such loss, injury, illness, or death. If written notice of a claim is not given and suit not commenced within the time limits provided herein (which provisions are not subject to waiver or extension by any employee or agent of NHA) all suits and actions thereon no matter by whom brought shall be barred. In any case where the periods fixed in this Agreement for the filing of claims and/or the institution of suits are less than allowed in any relevant statute, then this clause shall be construed and take effect as though the periods fixed for the filing of claims and/or the institution of suits were the periods referred to in such statute.

17. Indemnification

Guest agrees to reimburse and indemnify NHA for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by Guest or imposed upon NHA as a result of any act, omission or violation of law or this Agreement by Guest or any minor or other in Guest's care.

18. Benefit of Terms

All rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Agreement as applicable to NHA shall in all respects inure also for the benefit of NHA's respective owners, operators, managers, licensors, charterers, agents, and all affiliated and associated companies, sales representatives and employees of all such companies and individuals (collectively, "NHA's Affiliates"), and all contractors of NHA or NHA's Affiliates acting in the course of or in connection with their respective engagements. For the purposes of the agreement contained in this clause, NHA is or shall be deemed to be acting on behalf and for the benefit of all such persons and entities, who shall to this extent be or be deemed to be parties to the contract contained in or evidenced by this Agreement.

19. Authorization and Consent to Release Medical Information

I authorize my physician, hospital, and/or other medical provider to release to NHA, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives, any information regarding my medical history, symptoms, treatment, examination results, medication(s) or diagnosis in the event of a medical situation or emergency occurring during a Trip.

I also authorize NHA, On Call International, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives to release protected health/medical information to any persons or entities, including my emergency contact or other persons as designated to NHA, as necessary for my treatment in the event of a medical situation or emergency occurring during a Trip, including to verify eligibility and administer/process claims, as determined by NHA, On Call International, Arch Insurance Solutions Inc., UnitedHealthcare Global or its

representatives in its sole discretion. I understand and agree that the health information disclosed may include sensitive information, such as mental health, HIV/AIDS, STDs, alcohol or substance abuse solely as necessary for my treatment in case of an emergency.

I understand that if the person or entity that receives the above information is not a healthcare provider or health plan covered by federal privacy regulations, the information described above may be re-disclosed by such person or entity and will likely no longer be protected by the federal privacy regulations.

I understand that I may revoke this authorization in writing at any time, except to the extent that action has been taken by NHA, On Call International, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives in reliance on this authorization, by sending a written revocation to NHA at the following address: P.O. Box 3065, Boulder, Colorado, 80307, or by email to info@nathab.com.

This authorization will expire at the conclusion of a Trip or after any such action has been resolved.

20. Guest Acknowledgement and Certification

I have fully read, understand, and agree to follow all written and verbal rules, guidelines, policies, regulations and recommendations (the “Rules”) presented by NHA.

I acknowledge that certain Trips involve scientific field research and agree to follow the instructions and safety procedures established by the research leaders and scientific staff. I understand that research activities may involve risks that cannot be entirely eliminated without compromising the nature or objectives of the research.

I understand that NHA reserves the right to refuse as a Guest, or remove from a Trip, without refund, any person it determines, in its sole discretion, to be incapable of meeting the rigors and requirements of participating in the Trip and its activities, who is abusive or presents a risk of danger to other Guests, Trip leaders, third parties or wildlife, or who it determines, in its sole discretion, to detract from others’ enjoyment of the Trip.

21. Severability

I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portions of the Agreement shall continue in full force and effect.

22. Arbitration for Certain Other Claims

I agree that any disputes concerning NHA's Terms & Conditions, this Agreement, literature regarding the Trip, or the Trip itself, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1–6, either pursuant to the then-existent commercial rules of the American Arbitration Association (AAA) or the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). These proceedings shall be governed by the substantive, but not procedural, law of the State of Colorado, shall apply without any consideration or regard to the Colorado Revised Uniform Arbitration Act, and shall take place in Boulder, Colorado. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including, but not limited to, any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, I, as well as NHA, waive our right to a trial by jury.

23. Waiver of Right to Class Action Relief

THIS AGREEMENT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH ARBITRATION FOR INDIVIDUAL LEGAL ACTION ON GUEST’S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY LAWSUIT OR ARBITRATION AGAINST NHA WHATSOEVER SHALL BE LITIGATED OR ARBITRATED BY GUEST INDIVIDUALLY AND NOT IN COMBINATION WITH OTHER GUESTS WHO ARE NOT FAMILY MEMBERS OR AS A MEMBER OF ANY PUTATIVE OR CERTIFIED CLASS OR AS PART OF A CLASS OR CONSOLIDATED ACTION OR ARBITRATION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION.

24. Governing Law for Claims

Any dispute, claim or cause of action arising under, in connection with or otherwise incident to this Agreement or the Trip that is the subject hereof, whether sounding in contract, tort, negligence or otherwise, shall be subject to, without regard to choice of law rules and principles, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary, the laws of the State of Colorado.

25. Jurisdiction and Forum

It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from, related to, or in connection with this Agreement or the Trip, including any activities related thereto, shall be commenced, filed and litigated, if at all, before the District Court of Boulder County or the United States District Court for the District of Colorado, to the exclusion of the Courts of any other country, state, city or county where suit might otherwise be brought. Guest and NHA agree to consent and submit to personal jurisdiction, service of process and venue in order to comply with this Section.

26. Entire Contract

The provisions of this Agreement along with the Terms & Conditions issued upon booking, which are incorporated herein by reference as if fully set forth, represent the entire Agreement and binding contract between Guest and NHA. This Agreement may be amended only by a writing signed by Guest and NHA, and no representations or conditions contained in NHA's advertisements, notices, pamphlets, booklets or other literature, or made by any of NHA's employees or agents shall in any way affect or modify NHA's liability.

27. Knowing and Voluntary Execution

By signing this Agreement, I attest that I am in good general health and mobility and am capable of performing normal activities on this Trip. I further attest that I am capable of caring for myself during the Trip, and that I will not impede the progress of the Trip or the enjoyment of others. As a condition of participating in this Trip, I confirm that I meet the following essential eligibility criteria: I am able to perceive, understand, and recall the inherent risks and hazards associated with the nature-based activities on this Trip; I am able to independently follow verbal and non-verbal instructions, including in stressful or emergency situations; and I am able to effectively communicate distress, injury, or the need for assistance, even under adverse conditions. I certify that I have not been recently treated for, nor am I aware of, any medical condition, infirmity or disability (physical or mental) that would create an unreasonable risk to myself, Trip leader(s), third parties, other Guests on the Trip or to wildlife.

I acknowledge that I have read this Agreement, NHA's Terms & Conditions, and all materials and literature regarding the Trip carefully before signing this document, and that I understand all of the provisions. I am signing this Agreement freely and without duress, and intend it to be a document signed, sealed and delivered by me under my hand and seal.

I agree that NHA's Terms & Conditions, this Guest Trip Agreement, and all other terms of this Agreement shall be legally binding upon me, all minors under the age of 18 traveling with me, and my and my child's heirs, successors, assigns, and legal representatives.