

TERMS AND CONDITIONS

TOUR MANAGEMENT

The St. Paul Island Tour (“Tour”) is operated by St. Paul Island Tour, LLC (“St. Paul Island Tour”), located at 3601 C Street, 10th FL Suite 1000, Anchorage, Alaska 99503. Telephone 907 278-2312, or email to info@stpaultour.com, and information via the web at: www.stpaultour.com. Participation in the Tour is subject to these Terms and Conditions.

SCHEDULED DEPARTURES

Tour departures will take place according to the published schedule for the 2018 operating season, which is May 15, 2018 to close of tour September 15, 2018.

RESERVATIONS AND PAYMENT SCHEDULE

Before a Tour reservation will be confirmed, St. Paul Island Tour must be paid a) a non-refundable deposit of \$250 toward the purchase price within ten (10) days of booking and b) the balance of the purchase price not less than sixty (60) days prior to the date of departure.

If the deposit or payment of the balance of the purchase price for the Tour is not received by St. Paul Island Tour when due, the reservation shall be cancelled.

If your reservation is made within 60 days of departure, the entire purchase price of the Tour must be paid at the time of booking in order to secure confirmation. Rebooking a cancelled reservation will be on a space available basis.

RESERVATION CHANGES

Rescheduling of reservation dates or transfer of a Tour reservation from one individual to another is subject to a \$50 change fee. Rescheduling is also subject to space availability.

CANCELLATION CHARGES

Cancellations must be received in writing (email, fax, posted mail) and will become effective on the date of receipt.

The purchase price for a confirmed reservation that is cancelled by the Tour participant will be partially refunded according and subject to the following:

- ❖ For cancellation 60 days or more prior to the departure date, the refund is 100% of the Tour purchase price, less the deposit.
- ❖ For cancellation 30-59 days prior to the departure date, the refund is 50% of the Tour purchase price, less the deposit.

- ❖ For cancellation 15-29 days prior to the departure date, the refund is 25% of the Tour purchase price, less the deposit.
- ❖ **NO PORTION OF THE PURCHASE PRICE WILL BE REFUNDABLE IN THE CASE OF A CONFIRMED RESERVATION THAT IS CANCELLED LESS THAN FIFTEEN (15) DAYS PRIOR TO THE DEPARTURE DATE.**

St. Paul Island Tour strongly urges all Tour participants to purchase trip cancellation insurance to cover the cost of the Tour. Information on trip cancellation insurance can be obtained through the booking travel agency. TDX also recommends that Tour participants schedule a day or two buffer time in Anchorage before the departure date and after the scheduled return date, to ensure that any unanticipated delay on St. Paul Island will not disrupt other travel plans.

CANCELLATION CHARGES FOR EXTRA SERVICES

Additional hotel nights and other extra services booked in connection with St. Paul Island Tour are subject to specific cancellation penalties. These will be provided at the time of booking and noted on the invoice.

CLAIMS AND REFUNDS

All claims for refund of Tour purchase price paid shall be made to:

TDX St. Paul Island Tour
Accounting Dept.
3601 C Street - Suite 1000
Anchorage, AK 99503 USA

CHANGES IN TOUR

St. Paul Island Tour reserves the right to make changes to the Tour itinerary (including arranged sightseeing), ground or air transportation, or accommodations, in light of unforeseen circumstances beyond St. Paul Island Tour's reasonable control. Increased out-of-pocket costs resulting from any such change will be invoiced to Tour participants prior to the departure date and must be paid at or prior to the time of departure. A Tour participant who fails to pay the amount of such increased out-of-pocket costs will be deemed to have cancelled his or her reservation on the date of departure, and no portion of the purchase price will be refunded. Out-of-pocket cost savings resulting from any change will be refunded to the Tour participant through the booking travel agency within 10 days after completion of the Tour.

Every effort will be made to operate itineraries as planned, but alterations may occur even after the final itinerary has been issued.

INCLUDED IN TOUR PURCHASE PRICE

Airport transfers; air transportation between Anchorage, Alaska and St. Paul Island; fully hosted and guided tours for the full day while on St. Paul Island; accommodations at King Eider Hotel; meals; coffee, tea, soft drinks and water at included meals; bottled water during sightseeing; portage of two (2) pieces of baggage; complimentary Internet access while at King Eider Hotel; local City taxes and all entrance fees for the St Paul Heritage Museum and The St Peter and Paul Church. The Tour price is based on shared accommodations at King Eider Hotel and shared transportation while on St. Paul Island. Single accommodations may be reserved only if space is available and subject to an additional charge.

Washing machine and dryer are available on a first come first serve basis at the King Eider Hotel. A limited supply of rain and outdoor gear is available on a first come first serve basis.

NOT INCLUDED IN TOUR PURCHASE PRICE

Airfare to and from Anchorage, Alaska; costs associated with obtaining passports or entry visas; reciprocity and other border fees; airport departure taxes; excess baggage charges; gratuities to the Tour Director and driver-guides; meals other than those specified in the itinerary; alcoholic beverages; sightseeing or other activities not included in the published itinerary; and personal expenses while on St. Paul Island for sundries and personal items.

AIR TRANSPORTATION

Tour departure is from Anchorage, Alaska. Airfare to and from Anchorage is not included in the Tour purchase price.

St. Paul Island Tour will arrange round-trip, economy class air transportation for Tour participants from Anchorage to St. Paul Island. Such air transportation will be provided by FAA certified (Part 121) commercial air carriers that are experienced in navigating and operating aircraft in remote locations in Alaska. These air carriers are independent contractors and are not owned, managed, controlled or operated by St. Paul Island Tour. Confirmation of a reservation is subject to flight confirmation, which is subject to availability. Air reservations cannot be confirmed until the Tour participant provides his or her date of birth and a copy of his or her identification or passport.

Your airline ticket for air transportation to and from St. Paul Island constitutes a contract between you and the air carrier providing that transportation (and not St. Paul Island Tour), even if arranged for by, and purchased through, St. Paul Island Tour.

Each Tour participant agrees to look exclusively to the air carrier for any claims arising out of such air transportation. **UNDER NO CIRCUMSTANCE SHALL ST. PAUL ISLAND TOUR OR ANY BOOKING OR TRAVEL AGENCY BE LIABLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER THAT ARE SUFFERED BY THE TOUR PARTICIPANT IN CONNECTION WITH SUCH AIR TRANSPORTATION, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM FLIGHT SCHEDULE CHANGES, DELAY AND/OR CANCELLATIONS, OR BAGGAGE HANDLING, OR ANY DAMAGES FOR ILLNESS, INJURY, DISABILITY OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY, EVEN IF SUCH DAMAGES ARE THE RESULT OF NEGLIGENT, RECKLESS, OR WILLFUL ACTS OR OMISSIONS BY THE AIR CARRIER.**

During the summer months the weather on St. Paul Island is unpredictable. Without limiting the preceding paragraph, if weather, aircraft and/or other delays prevent a Tour participant from returning to Anchorage as scheduled, the Tour participant is solely responsible for the cost of additional lodging, meals and any other costs that result.

BAGGAGE

Owing to operational considerations, the air carrier for travel between Anchorage and St. Paul Island restricts passengers to one piece of checked baggage weighing less than 50lb. Take notice that any baggage checked in excess of one piece will be assessed excess baggage fees and marked as voluntary separation at check-in in the event baggage is unable to load for the selected flight.

One carryon and personal item is allowed on board your flight. For guests staying at the Coast International Inn in Anchorage before or after the Tour, St. Paul Island Tour provides storage of excess baggage at Coast International Inn during the Tour. Details will be provided in your pre-travel documentation provided by St. Paul Island Tour. Baggage and personal effects are at the owner's risk throughout the travel program (including without limitation if stored by St. Paul Island Tour at Coast International Inn), and St. Paul Island Tour is not liable for lost or damaged baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flights.

PRICES AND ARRANGEMENTS

Quoted program prices are per person, double occupancy at the King Eider Hotel, St Paul,

except where indicated. Although not expected, published prices may be modified due to factors not foreseen at the time of printing. St. Paul Island Tour is under no obligation to give a breakdown in price of any Tour. Pre- and Post-Tour stays in the City of St. Paul are only available to Tour participants, subject to availability.

St. Paul Island Tour accepts all major credit cards, offers a 2% discount for all cash payments received by direct wire transfer, bank or cashier's check.

ROOM SINGLE SUPPLEMENTS/SPECIAL REQUESTS

Single Supplements are available on request at the King Eider Hotel. Specific requests for single rooms or special needs will be accommodated on a first come first serve basis. Please note that while every effort will be made to secure a special request, it cannot be guaranteed.

CHILD POLICY

The minimum age is 12 years old unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Details will be provided at the time of booking. St. Paul Island Tour reserves the right to exceed the standard tour group size on any Tour to accommodate a family.

ACTIVE ELEMENTS & CONDUCT

Some active elements have been incorporated into Tour itineraries. To enjoy the trips as intended, a minimum level of fitness is required. St. Paul Island Tour will require prior notice if any participant has any physical or other condition or disability that would prevent them from participating in active elements of any trip and/or could create a hazard to him or herself or to other members of the group. The Tour participant represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to him or her or other members of the Tour. St. Paul Island Tour reserves the right to cancel or limit participation by anyone it considers unsuitable due to fitness level. St. Paul Island Tour also reserves the right to remove from the Tour, at the participant's own expense, any Participant whose physical condition or conduct negatively impacts the enjoyment of the other participants or disrupts the Tour.

PHOTOGRAPHY DURING TRAVEL

St. Paul Island Tour may take photographs and video of Tour participants during the operation of any Tour for later use by the St. Paul Island Tour in connection with its business. By participating in the Tour, a Tour participant agree to allow St. Paul Island Tour and its agents

and contractors to capture, create, store, publish, and otherwise use images of the Tour participant, and to disclose, reproduce, and distribute those images throughout the world for any business purpose, in any media whatsoever and by any and all means, now known or hereafter invented, including without limitation displaying on an Internet Web site. All such images and all rights therein, including without limitation copyrights, are and shall remain the sole and exclusive property of St. Paul Island Tour or its contractors as the case may be.

LIMITS ON ST. PAUL ISLAND TOUR RESPONSIBILITY

St. Paul Island Tour purchases air transportation, hotel accommodations and other services, including meals, guide services, and museum tours, from independent contractors (including from time to time affiliates of St. Paul Island Tour). Each Tour participant agrees to look exclusively to the independent contractor providing such services for any claims arising out of those services. **UNDER NO CIRCUMSTANCE SHALL ST. PAUL ISLAND TOUR OR ANY BOOKING OR TRAVEL AGENCY BE LIABLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER THAT ARE SUFFERED BY THE TOUR PARTICIPANT IN CONNECTION WITH SERVICES PROVIDED BY AN INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION DAMAGES FOR ILLNESS, INJURY, DISABILITY OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY, EVEN IF SUCH DAMAGES ARE THE RESULT OF NEGLIGENT, RECKLESS, OR WILLFUL ACTS OR OMISSIONS BY THE INDEPENDENT CONTRACTOR.**

St. Paul Island Tour shall not be liable for any breach of contract in connection with the Tour caused in whole or in part by strikes, work stoppages or slowdowns, local labor shortages, accidents, fire, storms, flood, riots, war, failure of equipment, delays in transportation, shortages of fuel, power or materials, laws, regulations or requirements of any government or government agency, acts of God, or other events, circumstances, or contingencies beyond the reasonable control of St. Paul Island Tour.

RELEASE AND INDEMNITY

Any excursions outside the City of St. Paul ("Activities"), including without limitation excursions involving bird and animal viewing activity or hiking, carry an inherent risk of serious illness, injury, disability, or death. These risks are increased by the fact that these Activities take place in a remote, wilderness location, far from medical facilities. These risks include but are not limited to on- and off- road vehicle accidents, trip and falls on unimproved paths and rough terrain, falls from heights, and exposure to the elements. You take complete responsibility for your own health and safety and for the protection of your

property, and agree to assume all risks of illness, injury, disability or death, loss of or damage to property, whether such risks are foreseen or unforeseen, that may befall you as a result of participating in any Activities, even if such risks are created by the negligence of St. Paul Island Tour.

YOU HEREBY RELEASE ST. PAUL ISLAND TOUR AND ITS PARENT AND SUBSIDIARY AND AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY "RELEASEES") WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY, INCIDENT TO MY INVOLVEMENT IN THE TOUR OR ANY ACTIVITIES (AS DEFINED ABOVE), WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ALL OF THE ABOVE RELEASEES FROM ANY AND ALL CLAIMS OR LIABILITIES ARISING FROM OR RELATING TO YOUR PARTICIPATION IN THE TOUR OR IN ANY ACTIVITIES, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES, to the fullest extent permitted by law.

LIMITATIONS ON DAMAGES

In no event shall St. Paul Island Tour be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation lost revenue, lost profits, or business interruption), whether foreseeable or unforeseeable, in connection with any claim of any nature whatsoever relating to these Terms and Conditions, the Tour or any Tour-related activity, any information provided in connection with the Tour or any Tour-related activity, or any acts or omissions by St. Paul Island Tour, even if St. Paul Island Tour has been advised of the possibility of such damages.

WITHOUT LIMITING THE FOREGOING, THE AGGREGATE LIABILITY OF ST. PAUL ISLAND TOUR FOR ALL CLAIMS WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE TOUR OR ANY ACTIVITIES (AS DEFINED ABOVE), ANY INFORMATION PROVIDED IN CONNECTION WITH THE TOUR OR ACTIVITIES, OR ANY ACTS OR OMISSIONS BY ST. PAUL ISLAND TOUR, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED AMOUNTS PAID BY THE TOUR PARTICIPANT TO ST. PAUL ISLAND TOUR FOR THE TOUR.

DISPUTES

Jurisdiction and venue for any dispute, controversy or claim arising out of or relating to these Terms and Conditions, the Tour or any Tour-related activity, any information provided in connection with the Tour or any Tour-related activity, or any acts or omissions by St. Paul Island Tour shall be exclusively in the state or federal courts at Anchorage Alaska. Each party shall bear its own fees, costs and expenses.

ACCEPTANCE OF TERMS AND CONDITIONS

ANY PAYMENT TO ST. PAUL ISLAND TOUR CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN AND IN MORE SPECIFIC PRE-TRAVEL DOCUMENTATION, INCLUDING THE TOUR PARTICIPANT INFORMATION FORM.

AMENDMENTS

St. Paul Island Tour reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time as the result of any material changes to legislation or regulation. All amended Terms and Conditions shall automatically be effective upon being posted by St. Paul Island Tour to the website www.stpaulislandtour.com. Accordingly, guests should check the website prior to travel in order to ensure they are aware of any changes.

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