



## Terms & Conditions

All trips are governed by the Terms and Conditions below

At Aaron's Photo Tours we believe in small group, intimate experiences with nature. This means more one-on-one time and personalized attention from your guide and more impactful experiences with wildlife.

Due to the small group size and the specific requirements of each adventure, we reserve the right to reduce number of spots in a group for any trip, or to decline specific reservations at our sole discretion.

### 1. Payment

Our preferred method of payment is by ACH (direct wire), but you can choose from the 3 following options:

1a. Pay by direct ACH (bank transfer) by clicking on the link on the invoice we will send to your email. This is the simplest and fastest way to pay. Please have your bank account number and routing number available for this method.

2. Pay by Check:

Mail Checks Payable to:

Aaron's Photo Tours  
c/o Aaron Baggenstos  
11002 Forbes Creek Dr. #R302  
Kirkland, WA 98033

\*\*\*Please note, if you are paying by check please do not send the check certified mail. Regular mail is the preferred method.

3. For your convenience, we still offer payment processing of major debit/credit cards and Apple Pay (A 3% credit card processing fee applies).

\*Please let us know if you would like to pay by this method and we will resend you an invoice which includes the fee.

## **2. Reservations, Fees and Tuition**

When you decide to book your exciting photography adventure with Aaron's Photo Tours fill out the registration form on the specific tour page you wish to join with as many details as possible. You will receive an invoice with registration info for your deposit via email, which when paid, will officially reserve your spot on the tour.

Each tour is a bit different, but most tours are all inclusive which depending on the trip may include transportation, lodging, meals and all trips include photographic instruction. Alcoholic beverages, tipping, and items of a personal nature are not included on any of our trips.

For details on what is included and whether there are any other fees or costs please refer to the specific individual tour page.

We maintain some of the smallest group sizes in the industry. Some trips are fully booked a year and a half in advance. Planning ahead and placing a deposit early is the best way to ensure a spot on a tour.

To be fair to everyone seeking a trip and in order continue to operating our small group small intimate trips we have the following rules for making reservations.

### **Multi-Day Trips:**

We require payment in two parts for all trips.

First, a non-refundable deposit is required to reserve your spot on all of Aaron's Photo Tours. We accept payment via check, direct wire or credit card.

Second, the tuition balance is due 120-180 days (depending on the tour) prior to your departure date. If booking after that payment due date, the final tuition must be paid in full to reserve your spot.

If your deposit or tuition is not paid on time, we reserve the right to treat your reservation as cancelled per our cancellations and refunds policy below.

## **3. Reservations, Cancellations, Changes and Refunds Policy**

**If you have to cancel we must receive written notice of your cancellation. The cancellation fees are as follows.**

<b>If written cancelation is received:</b>	<b>Cancellation Fee:</b>
90 days or more before departure:	100% of Deposit
89 to 61 days before departure:	75% of Tuition
60 or fewer days before departure:	100% of Tuition

Rarely we have to cancel a trip because of conditions or an event beyond our control, so we must reserve the right to change portions of a trip, or to cancel all, or a portion of a trip.

If we have to cancel the entire trip you will receive credit that can be transferred to the next time that specific trip is scheduled, or a credit toward another trip. However, Aaron's Photo Tours is not responsible for additional expenses you may incur to prepare for the trip (including non-refundable air tickets, equipment or medical expenses, etc.).

If Aaron is personally unable to lead a trip, is sick or injured, he will make every effort to find a suitable replacement, or where appropriate, run the trip with a local naturalist guide. If that is not possible, then credit for the specific trip may be transferred to the next time that trip is scheduled, or a credit toward another trip.

A few hypothetical scenarios to illustrate our policy

a. If vendor that we have hired is unable to provide the service. As an example, if the boat we are to use in Alaska breaks down. We will do our best to reschedule another similar excursion, or obtain a replacement boat but in some of the places we visit there aren't many options. This a risk inherent in adventure travel and is not a situation where we offer refunds or credits.

b. Travel delay or disruption. As an example, if a flight is delayed and as a result you miss a day of the tour. We are not responsible for extra hotel expenses incurred or expenses related to the delay. We are not responsible for arranging other activities or excursions during a delay.

Sometimes life happens, you need to cancel your trip, people get ill, or have to return home early.

#### **4. Recommended Travel Insurance**

Aaron's Photo Tours recommends that you purchase a travel protection plan to help protect you and your travel investment against the unexpected. Travel protection plans can include coverage for Trip Cancellation, Trip Interruption, Emergency Medical and Emergency, Evacuation/Repatriation, Trip Delay, Baggage Delay and more.

For your convenience, we offer travel protection through Travelex Insurance Services. For more information on the available plans or to enroll, go to <https://www.travelexinsurance.com/> or contact Travelex Insurance Services at 800-228-9792 and reference our location number 47-0251. Please Note: To be eligible for the waiver of pre-existing medical condition exclusion, the protection plan must be purchased within 15 days (Travel Basic) or 21 days (Travel Select) from the time you make your initial trip deposit. However, the plan can be purchased any time prior to departure.

The product descriptions provided here are only brief summaries. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. Travelex Insurance Services, Inc CA Agency License #0D10209. All products listed are underwritten by, Berkshire Hathaway Specialty Insurance Company, NAIC #22276. 11.17 831

#### **4. Wildlife & Itinerary Fluctuations**

Aaron's Photo Tours are designed and scheduled around some of the greatest wildlife phenomenon on planet earth. It's important to remember that the animals we photograph are wild and it is impossible to fully predict the fluctuations of their migratory patterns, nesting seasons, and sheer number of animals. We are consummate about utilizing every resource as well as a significant amount of past experience to predict these patterns and have had profound success at the areas we visit. With that being said, there may be instances where a small modification to a given itinerary can produce better results in locating animals that have deviated from their normal patterns. If we find it necessary we may choose to substitute hotels, boat charters, or make other arrangements.

We reserve the right to make reasonable changes in the itinerary where deemed necessary or advisable for the comfort and wellbeing of trip members. In the event of such changes you may be subject to any small additional costs incurred.

It's important for you to have realistic expectations for your wildlife photography experience. We can do our best to accurately describe trips with images, video, and descriptions on the webpage. Please keep in mind that some of these images were taken with telephoto lenses so you should not assume that we will always get as close to the animals as the images appear. However, we have worked hard for you to build a reputation for extraordinary wildlife encounters and we will do our best to make sure you have them. That is our promise.

#### **5. Your Responsibilities and Obligations**

We encourage you to carefully review the trip information so you make good decisions about which trip is the right one for you. We will do our best to provide the information to prepare you for what to expect on a tour, but we cannot be responsible if you do not do your part.

In your adventure, you have responsibilities and obligations:

- Select a trip that is appropriate for your interests and abilities.
- Communicate all medical, dietary, and health conditions upfront.
- Be considerate and respectful with other trip participants and your tour leader.
- Follow good standards of personal hygiene.
- Act in an appropriate and courteous manner.
- Be safe; do not endanger yourself or others.
- No drugs or alcohol consumption before going into the field to photograph.
- You must follow the trip leader's directions and instructions.

- Be promptly on time or early everyday.
- No chatter boxing, i.e. too much talking in the field. You will scare the wildlife everyone came to see!
- Bring appropriate clothing and the equipment needed for the trip. So on a winter trip bring an appropriate pair of winter boots. A summer trip in Alaska requires mosquito protection. Always bring enough memory cards for your camera.
- Complete the trip itinerary as scheduled (or as adjusted by your trip leader as necessary).

We reserve the right at any time to remove a participant from a tour, to decline to accept, or retain anyone as a tour participant. If you cannot, or choose not to follow your responsibilities and obligations you will be asked to leave the tour. In the event of a violation of the above responsibilities and obligations there shall be no refund or trip credit and are we not responsible any additional costs you may incur such as airfare, overland travel expenses or any other expenses.

## **6. Trips Outside the United States**

You are responsible for all your necessary travel documents. All US citizens traveling to other countries are required to have a valid passport. Some countries require visas, or that your passport be valid for at least six months at the time of entry. Please make sure you allow sufficient time to obtain the necessary visa and/or passport prior to the departure date. For more information, the U.S. State Department travel website is at: <https://travel.state.gov/content/travel/en.html>

## **7. Weather**

It is our planet's diverse and constantly changing weather systems that give our photographs variety and keep our images unique and different. There are many products for sale that protect our equipment from the elements. We make every effort to photograph in all weather systems, rain or shine, sleet or snow. In some cases, this means shooting from our vehicle and in others under an umbrella.

## **8. Health and Diet Considerations**

If you have a special health concern or dietary need, please communicate it during the registration process. We will make every effort to make reasonable accommodations.

Check with your regular health insurance company to see if your policy will cover any medical care you might need if your trip will enter another country. If not, consider buying travel health and evacuation insurance.

If the adventure you are embarking upon is outside of the United States, we recommend that you make an appointment with a doctor, ideally at least 4–6 weeks before the trip, to get any recommended vaccinations and medical advice.

Be sure to talk to the doctor about your planned adventure activities in case there are special recommendations for you.

Review the website for the Centers for Disease Control and Prevention (CDC). The CDC issues different types of notices for international travelers. The CDC may recommend specific vaccinations or health precautions for certain countries. In some cases, the local government may also require travelers to show proof of a particular vaccination upon arrival so you will need to have gotten that vaccination and proof of doing so before you leave. For more information, see <http://wwwnc.cdc.gov/travel/page/resources-for-travelers>

## **9. Scouting Trips**

We invest significant time and resources into researching and scouting the locations we visit. When scouting Aaron tries to visit every accommodation and shooting location however there are instances where you may visit a new place Aaron has not been. An example of this would be Aaron arranges a scouting trip to a new country and finds out about a more exciting photography destination or property nearby but doesn't have time to get there on that particular trip. Under these conditions only after vetting the locations/properties with countless hours of research and credible sources we may add the new experience to our itinerary. Another example: we are photographing in Costa Rica and use local knowledge to locate a nest site of a toucan Aaron has never been.

## **10. Photographing Each Other**

If you don't like your photo being taken during the trip, no worries, just let us know. Otherwise Aaron as well as the other participants may photograph you in action. At the conclusion of the tour Aaron will send out a Dropbox where everyone can upload and share their images of each other. Aaron may also use these images for marketing materials and trip promotion.

## **11. Interpretation**

This agreement shall be governed by and construed in accordance with the laws of the State of Washington. There are no verbal or other agreements which modify or affect this agreement.

## **12. Arbitration**

In the event of any dispute arising from or about this agreement, the parties agree that their dispute shall not be resolved by a court, but instead shall be arbitrated by private arbitrator utilizing the rules of the King County Superior Court for mandatory arbitrations, with the following sole exceptions. A party must bring a claim by notifying the other by a written demand for arbitration within 120 days after the date the claim arises and in no event later than one year after the completion of the tour or such claim shall be forever barred. Each party shall select an arbitrator within

10 business days after receipt of such written notice. Within 20 days from the date of the original written notice, the two arbitrators shall agree on the identity of a third arbitrator and this third arbitrator shall alone arbitrate the matter. If the initial two arbitrators are unable to agree on the identity of the final arbitrator, the parties may apply to King County Superior Court for the limited purpose of having the Court select the final arbitrator, in which case the Court's decision shall be final. The arbitration hearing shall be no more than 90 days from the date of the original written demand for arbitration. The arbitrator's decisions on procedure or the merits of the matter shall be final, and neither party may appeal the decision to any Court. The parties shall share the mediator's fee and any filing fees equally.

### **13. Assumption of Risk, Wavier, Release and Hold Harmless**

During the trip or tour in which you participate there are risks and dangers including the risk of bodily injury or death. There is a possibility of accident, or illness occurring without access to immediate or timely medical treatment or facilities. There are risks of property damage, travel delay, natural hazards, wildlife hazards, quarantine, political instability, terrorism, strikes, government restrictions, thefts, and pilferage.

I understand that such risks cannot be completely eliminated and are an inherent attribute of such trips. In consideration of, and as part of the opportunity to participate in such trips, tours and/or other activities and services provided by Aaron's Photo Tours, I do hereby assume all risks, and hereby release Aaron's Photo Tours LLC, its owners, its employees, agents and associates, and hold them harmless from any and all liability, actions, causes of actions, claims, and demands of every kind and nature, howsoever caused, which I now have or which may arise of or in connection with any of my trips or tours and my participation in any activities arranged or provided by Aaron's Photo Tours, its owners, employees, agents and associates.

Therefore, I agree Aaron's Photo Tours shall not be liable for any claims, indirect, special, consequential, or punitive damages arising out of or relating to my participation in any activities arranged or provided by Aaron's Photo Tours.

I agree that Aaron's Photo Tours shall have no liability for travel delays and expenses arising from failure of any means of conveyance to arrive or depart as scheduled, discrepancies or changes in transportation or lodging services.

Should Aaron's Photo Tours, or anyone acting on their behalf, be required to incur attorney's fees and all costs incurred to enforce this agreement, I agree to indemnify them and hold them harmless for all such fees and costs.

The terms of this agreement shall serve as a release and assumption of all risk for myself, my heirs, executors and administrators, for all members of my family and anyone claiming by or through me.

If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

By signing below, I acknowledge and agree to waive certain specific rights as set out above on behalf of myself and anyone claiming by or through me.

I hereby agree to the terms and conditions as set out above.

Name and signature: If you are traveling with a partner, please have them sign a separate form:

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<b>Name (printed)</b>	<b>Signature</b>	<b>Date</b>
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<b>Aaron's Photo Tours</b>	<b>Signature</b>	<b>Date</b>
<b>By its authorized agent</b>		