

Moka Origins

Tour Participant Agreement for Costa Rica Origin Adventure 2024

RESERVATIONS: Full payment in U.S. Dollars for Costa Rica Sourcing Safari

- Early Registration Rate (Land Only) Closes on Jan 1, 2024: **\$3,950**
- Normal Registration Rate (Land Only) Closes April 1st, 2024: **\$4,400**
- Child Rate (Land Only) ages 0-16 years old: **\$3,400**
- A deposit will secure space on a first come basis at **\$1000 per person**. 30% (\$300) of the deposits are not transferable and non-refundable

Full payments must be made by **Jan 1 2024** for Early Rate, and **April 1** for the Regular Rate

Trip Start and End Dates: June 12 - June 21, 2024

From here forward, these are referenced as "Tour Start Date" and "Tour End Date," to reflect either trip the participant has registered for.

RATES: Land Only rates do not include international and domestic air. Participants are responsible for getting to the starting point of the Tour (Liberia International Airport in Costa Rica) at the predetermined time. The rate for the Tour is per person and includes single* or shared accommodations (per each participant's registration details), vegetarian meals, and scheduled group activities. Moka Origins® (the "Tour Organizer") limits luggage to one duffel bag per person and one carry-on size day pack per person. Day pack is to remain with the participant throughout the duration of the Tour whether in transit or otherwise. Porterage for daypacks is not included in the excursion rate.

Accommodations are shared, however if you are traveling with someone we will do our best to pair you.

TOUR PRICE INCLUDES: Scheduled transfers, local transportation, and accommodations within Costa Rica from the time of meeting the group in Liberia International Airport on (Tour start date) until return to the Liberia International Airport for departure on (Tour end date) at predetermined times. Porterage for one (1) duffel bag within Costa Rica for the duration of the Tour. Accommodations: Double occupancy, with private or shared bath during the Tour. Moka Origins® (the "Tour Organizer") reserves the right to substitute accommodations as it deems necessary. Meals: Breakfast, lunch, and dinner during the duration of the Tour beginning with dinner on (Tour Start Date) upon arrival in Liberia and ending with breakfast on (Tour End Date). All meals will include vegetarian options and may include dairy. Consult in advance with the Tour Organizer about health-related special dietary needs, however, the Tour Organizer is unable to ensure meals for special dietary needs. Bottled water or boiled and filtered water will be provided for the duration of the Tour.

TOUR PRICE DOES NOT INCLUDE: International airfare; domestic airfare ; passports; visas; inoculations; meals or other expenses while in transit between departure airport and arrival in Liberia; additional expenses for late arrivals or early departures; laundry; bottled water or beverages while at hotels or guest houses, except as otherwise noted herein; cover charges; baggage or other airline fees or service charges; excess baggage charges; accident, trip cancellation, and baggage insurance; medical treatment/emergency rescue expenses or insurance; expenses for guides, transportation, or deviations not included in the itinerary; gratuities for local staff, drivers, priest at temples, and gratuities and taxes for personal expenses and purchases; any other items of a personal nature; private non-group transfers; and

any other item not heretofore specifically listed as included.

CHANGES: The Tour rate is based on rates of exchange, tariffs, and fares in effect at the time of publication and is subject to adjustment prior to departure. Changes to the printed itinerary are not anticipated, however, the Tour Organizer reserves the right to make any changes that it determines are necessary, with or without advance notice. Changes of itinerary will not result in a refund of any portion of the Tour price. In the event of any change in rates of exchange, tariffs, fares, or itinerary that result in additional costs, these additional costs must be paid by the participant before departure or as soon as the change becomes known.

REVISION FEES: If changes are requested by the participant after payment is received, revision fees and/or cancellation fees will apply. A fee of \$95 per transaction will be charged by the Tour Organizer for any alteration or revision made to a registration. Any revision to a registration may result in the loss of confirmed reservations or increased costs which will be payable by the participant. Additional hotel penalties may also apply. A change of traveler name will be treated as a cancellation and new registration will be required; cancellation fees apply.

CANCELLATIONS/REFUNDS: All requests for cancellation must be submitted in writing to the Tour Organizer. Your cancellation date will be the date on which we receive your written notice. Allow 30-days for refunds to be processed. Regardless of the reason, cancellations result in additional costs and processing time for the Tour Organizer.

Cancel Before December 31, 2023: Full refund minus a \$300 fee

Cancel between Jan 1, 2024 and April 30, 2024: Full refund minus a \$1000 Fee

Cancel after May 1, 2024 or later: No refund

*30% (\$300) of the deposit amount is nonrefundable and non transferable.

If the participant arrives late or leaves the Tour prior to its conclusion for any reason, refunds will not be made for the unused portion of the Tour. No refunds will be made for any excursion, sightseeing, meal, or other activity that the participant misses or decides not to take for any reason. Refunds will not be made for cancellations due to accidents or illness or changes in one's personal schedule or life events. It is strongly recommended that participants purchase trip cancellation insurance to protect you from cancellation fees, lost baggage, and medical assistance and/or medical evacuation in the case of an emergency. The Tour Organizer reserves the right to cancel any tour prior to departure. If such cancellation is not due to circumstances beyond the Tour Organizer's control, such as war, etc. as set forth below, the Tour Organizer will refund all payments made to the Tour Organizer, constituting full settlement with the participant. No compensation or refund will be made when cancellation arises before or during the Tour from circumstances beyond our and/or our suppliers' control (force majeure) such as war, strife, civil disobedience, terrorist activity, adverse weather conditions, fire, natural disasters, etc., unless or until the Tour Organizer is able to recover any Tour related sums. In the event of cancellation arising from circumstances beyond our control as set forth above, Tour related sums recovered by the Tour Organizer will be disbursed equitably to the participants after the Tour Organizer deducts all out-of-pocket costs and related expenses. It is highly recommended that

participants purchase trip cancellation insurance. The Tour Organizer is not responsible for expenses, including but not limited to lodging, meals, and transportation, incurred for delays and/or detentions beyond the Tour itinerary as a result of circumstances beyond our and/or our suppliers' control such as war, etc. as set forth above.

NATURE OF TOUR: Participants are strongly discouraged from joining the Tour in progress or leaving the Tour prior to its conclusion. Portions of the Tour could be considered rustic and rigorous and are best approached with a spirit of openness and adventure. Portions of the Tour are at higher elevations and in remote locations, at which there may be no telephones or means of rapid evacuation in the event of emergency. Portions of the Tour may involve lengthy periods of standing, sitting, climbing stairs, hiking/trekking, or walking on unpaved surfaces. Each participant is advised to consult with his or her medical specialist prior to departure and must advise the Tour Organizer in advance in writing of any condition that may require attention during the tour, so the participant, with the assistance of the Tour Organizer, can make the necessary arrangements. Participants with a disability requiring special assistance are advised that the Americans with Disabilities Act is not applicable outside of the United States and facilities outside the United States for disabled individuals are limited, if available. Persons requiring assistance must be accompanied by a companion who is capable of and responsible for providing all the assistance needed (normal Tour rates apply for the companion). On a Tour of this nature, it is necessary for you to abide by the authority of the leader, who represents the Tour Organizer. The decision of the leader as to the conduct, itinerary and objectives of the tour is final. Signing our Tour Participant Agreement signifies your agreement to this. If in the opinion of the leader your behavior or physical condition is detrimental to the safety, welfare and well-being of you and/or of group as a whole (which are the paramount considerations), or if (in consultation with the trek medical person, if there is one) the leader considers your general well-being will be put at risk by continuing with the pilgrimage, you may be asked to leave the tour without the right to any refund.

Smoking is not permitted in motor coaches or other vehicles, at meals, in hotel or guesthouse rooms or buildings. Use of illicit drugs is strictly prohibited. Smoking is only permitted in a designated outside area. Violation of these policies is subject to immediate dismissal from the Tour.

The nature of the Tour may be suitable for minor children accompanied by a parent or legal travel guardian. Please inquire for details.

HEALTH AND FITNESS REQUIREMENT: You must be in good health and physical condition to participate on the Tour. If you have a pre-existing condition which is not well controlled and has required medical intervention in the past 24 months or are over 70 years of age, you must have your doctor complete a medical form to certify you as fit to participate. If you suffer from severe muscular, chest, heart, sight, hearing, or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. The Tour takes place in remote areas where there is little or no access to normal medical services or hospital facilities for serious medical problems. Evacuation, where necessary, can be prolonged, difficult, and expensive. Medical and evacuation expenses will be your responsibility. The Tour Organizer reserves the right in its absolute discretion to refuse a participant the right to participate in a Tour on medical or fitness grounds.

MEDICAL DISCLOSURE: You declare and warrant that: you are in good health and mental and physical fitness at the time of booking this tour; you have disclosed to the Tour Organizer every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to the Tour Organizer's decision to permit you to go on a Tour; immediately upon any adverse change in your health or fitness that may be likely to affect the Tour Organizer's decision to permit you to go on a Tour you will notify the Tour Organizer in writing of any such adverse change; Tour Organizers are permitted to disclose medical information to our consultant doctor; the Tour Organizer's consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the excursion through to the departure and extends for the duration of the excursion. If you fail to comply with the duty of disclosure in this condition and if the Tour Organizer would not have permitted you to undertake the excursion, or continue participation of the excursion, had you made full disclosure under this condition, the Tour Organizer will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

ASSUMPTION OF RISK: You acknowledge that: by the very nature of international travel and trekking excursions, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays or excursions, and involve potential exposure to injury and possibly death; and in the countries and regions in which international travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against the Tour Organizer; and the additional dangers and risks associated with international travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and you have submitted your booking for the excursion after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of those countries to which we will be traveling and the US Department of State and that it is your responsibility to acquaint yourself with that information or advice, for the above reasons you, therefore, accept the inherent and increased dangers and risks associated with the proposed international excursion and the accompanying risk of injury, death or property damage or loss.

PHOTOGRAPHS/VIDEO: Representatives of the Tour Organizer will be photographing and video recording the Tour. The Tour Organizer reserves the right to use any such photographs and video recording in its advertising, displays, publicity materials, and publications without obtaining further consent from any participant. Each participant releases the Tour Organizer and its representatives from any liability in connection with any such use of such photographs and video recording.

RELEASE/RESPONSIBILITY: The participant, by signing this Tour Participant Agreement (TPA), agrees that the Tour Organizer and its representatives, except for their gross negligence or willful misconduct, shall not be held liable for any injury, damage, loss, delay or irregularity that may be occasioned for any reason, including, but not limited to, any defect

in a vehicle, the acts or default of any company or person engaged in conveying a participant, acts of God, terrorism, acts of war, or detention; delays or expenses arising from quarantine, strikes, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations; accidents by aircraft, boat, bicycle or motor vehicle, or in any hotel, inn, restaurant, accommodation or camp; failure of any means of transportation to arrive or depart as scheduled or changes in transit, hotel, inn, guest house or camping services; missed airline or other transport connections; or for additional expenses resulting from changes in exchange rates, tariffs, or itinerary. The participant agrees to assume all risks associated with the Tour and agrees that no liability will attach to the Tour Organizer, its employees or agents, or to any member of the Tour in respect of death, personal injury, illness or delay of the passenger, or for any loss of or damage to the property (including luggage) of the participant during the course of the Tour, howsoever caused.

By signing this Tour Participant Agreement, the participant releases the Tour Organizer and its representatives from any such responsibility or liability, except as herein above set forth.

The liability of common carriers is generally limited and, therefore, it is suggested that participants purchase their own cancellation, property damage (including luggage), accident, and medical treatment/emergency rescue insurance.

The Tour Organizer reserves the right to accept or reject any Tour participant at any time, without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is not suitable for the Tour or is disruptive to the harmony of the Tour it may dismiss such participant from the Tour without any obligation to pay a refund or any other amount whatsoever. The Tour Organizer may exclude any dismissed participant from future offerings. The Tour Organizer will have no responsibility or liability for any participant who leaves the Tour prior to its conclusion or for any activity undertaken by any participant which is not included on the Tour itinerary.
