

## **INDIANA DUNES BIRDING FESTIVAL TERMS AND CONDITIONS**

We believe it is best to begin with a clear written understanding of our respective responsibilities and obligations. Please read the entire document and select "I/we have read and understood these terms and conditions" to continue with the booking process. If you prefer, you can request a paper booking form, fill it out, sign it, and return it by fax or mail. We will not consider your booking confirmed until we receive both your completed booking form and your deposit (or full payment for late bookings). If you have any questions, please feel free to contact us by e-mail at [bbumgardner@indianaaudubon.org](mailto:bbumgardner@indianaaudubon.org) or by phone at (219)-928-6905 (US & Canada) INDIANA AUDUBON SOCIETY undertakes to create a festival itinerary, to provide a trip leader to guide tours, and to arrange for all travel services and accommodation. INDIANA AUDUBON SOCIETY reserves the right to substitute other suppliers of arranged services, and to alter the itinerary when deemed necessary or advisable. The passage contract used by the airline shall constitute the trip participant's sole contract regarding international air travel and is not a contract with INDIANA AUDUBON SOCIETY.



### **FESTIVAL PRICE INCREASE**

Due to a variety of possible circumstances beyond our control, the total festival cost is subject to change, although this is only as a last resort. Participants will be notified if any changes to the festival cost will be incurred. INDIANA AUDUBON SOCIETY tries its best to anticipate the rising costs of service in every country it operates, but when unexpected increases occur we will reserve the right to increase our price by 10% of the tour price. If greater increases are necessary, participants will be allowed to withdraw from the tour without cancellation penalty.

### **RESERVATIONS and PAYMENTS**

To secure your reservation, we require a payment, either electronically or handwritten on a paper form. For payments by wire transfer, you must instruct your bank to cover all bank charges involved in sending the wire. In many instances, an intermediary bank will deduct additional charges, which are deducted from the total that is transmitted to our account. If this is a small amount (US \$25 or less), we will absorb it, but if the charges are more than US \$25, INDIANA AUDUBON SOCIETY will invoice you for the charges.

### **CHANGE OF ITINERARY or LEADER**

INDIANA AUDUBON SOCIETY reserves the right to make tour changes if the need should arise due to unforeseen circumstances or for safety reasons. If the trip leader/guide determines it is best to deviate from the activities described in the trip program, he/she will make reasonable efforts to substitute an activity of comparable interest and satisfaction to the trip participants. If significant changes are necessary prior to the start of any tour, participants will be informed. If a change of itinerary or operation mode is imposed upon us for any reason, such as airline strikes, weather or political unrest, the additional costs, whatever these may be, shall be the participants' responsibility. Finally, INDIANA AUDUBON SOCIETY reserves the right to reassign or substitute any of its leaders to any tour.

### **GROUP SIZE**

A suitable maximum group size to enjoy a tour will depend very much upon the location and type of habitats visited. The tour pages on the Indiana Dunes Birding Festival website state the maximum group size for each tour, or you may contact us and ask. All but a very few of our tours are limited to 15-20 participants and one leader.

### **MEDICAL CARE**

All applicants with medical problems that could interfere or limit participation in the tour, or with communicable diseases, are required to make them known to us. The trip leader/guide has the right to disqualify anyone at any time from certain activities, if he/she has reason to believe that the person is not

capable of safely participating in the activity. INDIANA AUDUBON SOCIETY makes no representation that there will be a doctor on any trip, and we assume no liability whatsoever regarding provision of medical care. If a participant is injured or becomes ill, INDIANA AUDUBON SOCIETY or the trip leader/guide may, at the participant's cost, arrange medical evacuation or other emergency services.

### **RESTRICTIONS AND PARTICIPATION**

Our tours do not normally entail very strenuous activity but, if this cannot be avoided, it will be made clear in the tour details. Nevertheless, participants must be able to complete moderate walks of several miles a day, sometimes on uneven or slippery surfaces, to participate fully in the activities of the tour. To cater for the needs of all clients, our tours sometimes involve long days in the field and traveling long distances.

### **AUTHORITY OF TRIP LEADER/GUIDE**

Please let the trip leader/guide know of any problems or dissatisfaction; he/she will usually be able to remedy the situation. If a schedule change is necessary, he/she will ordinarily consult with trip participants. However, on matters relating to the safety and proper conduct of the trip, the leader's decision is final. INDIANA AUDUBON SOCIETY accepts no responsibility for a participant who breaks the laws or regulations of any country visited, who is judged detrimental to the safety or welfare of others on the trip, or whose behavior impedes the operation of the trip or the rights, welfare or enjoyment of other trip participants. Such a person may be asked to leave the trip and INDIANA AUDUBON SOCIETY shall not be liable for any additional expenses incurred by a person excluded from further participation on a trip, including, but not limited to, ground costs and airfares.

### **TRAVELER'S RESPONSIBILITY**

Trip participants' responsibilities include: selecting a trip appropriate to their interests and abilities; determining that destinations and activities are appropriate for them; determining that they are in sufficient health and fitness to undertake the trip and activities along the way; acquiring necessary passports, visas and immunizations; securing adequate insurance coverage; bringing appropriate clothing and equipment; passing through customs. Participants are responsible for the fate of all personal belongings they choose to bring on the trip.

### **CANCELLATION BY PARTICIPANT**

Refund requests must be sent in writing. Refunds postmarked on or before April 4, 2019 will be fully refunded less a \$5.00 administrative fee. Refunds postmarked on or before May 5 will be refunded 50% less a \$5.00 administrative fee. No refunds will be given after May 5, 2019.

### **CANCELLATION BY INDIANA AUDUBON SOCIETY**

We always try to run a tour, and sometimes at a loss, even if few people have signed up. Certain tours are designated as "guaranteed departures" which means they will never be cancelled due to insufficient bookings. Trip cancellations by Indiana Audubon Society are a matter of last resort. However, we simply cannot run some tours without a minimum number of bookings, and if we fail to reach that number we will be forced to cancel the tour. If this should happen, you will receive a full refund of any payment made. Participants should note that the cancellation of a pre- or post-festival extension due to insufficient participation, or any other reason, does not alter your rights and obligations with respect to the main tour. INDIANA AUDUBON SOCIETY'S responsibilities are limited to ground services only.