



GOLF AROUND THE WORLD

February 18 – March 11, 2022

KONA, HAWAII | MELBOURNE AND TASMANIA, AUSTRALIA | KUALA LUMPUR, MALAYSIA
DANANG, VIETNAM | MUSCAT, OMAN | KIGALI, RWANDA | MARRAKECH, MOROCCO



Royal Melbourne Golf Club, Australia



Batu Caves, Malaysia



Four Seasons The Nam Hai, Hoi An, Vietnam



Cape Wickham Links, Australia



GOLF AROUND THE WORLD

From the remote landscapes of Tasmania to the bustling cultural center of Morocco, this exclusive journey takes you to some of the finest courses in the world. In between rounds, spend your nights in exceptional hotels and resorts, dine on the finest local and international cuisine, and travel in style aboard a private jet on this incredible 22-day tour.

KONA, HAWAII

February 18. Arrive on the island of Hawaii to begin your journey to some of the best courses, unique hidden gems and exclusive touring opportunities. Enjoy a welcome dinner and a pleasant night's rest before preparing to board our private jet for Australia. Or, plan to arrive early for an optional round of golf.

Four Seasons Hualalai

MELBOURNE AND TASMANIA, AUSTRALIA

February 19 – 23. Depart Hawaii and cross the international date line, losing a day en route. Our golf itinerary starts with a roar at three of the finest courses in the southern hemisphere. We begin with the #5 world-ranked course and host of the 2019 President's Cup. **The Royal Melbourne Golf Club's West Course** has set the standard for Australian sand belt golf. Wide, receptive fairways welcome a variety of play off the tee, and the beauty and challenge of this course are personified by its superb bunkering.

Over the next two days, we take privately chartered aircraft to remote Tasmanian jewels. First, we take a day trip to King Island to play **Cape Wickham Links**, ranked #21 in the world. This gem of a course is pure golfer versus nature, where windswept seaside exposure requires imagination on every shot. Next, we hop to the northeast coast of Tasmania to play Coore & Crenshaw's **Lost Farm at Barnbougle**. Ranked #47 in the world, Lost Farm is a masterpiece of dramatic dunes and blends seaside links with inland play. While in Melbourne, spend time between rounds exploring the city on a guided tour, enjoying a food safari in some of the city's 27 ethnic neighborhoods, or discovering Melbourne's riverbank and boroughs by bike. *Park Hyatt Melbourne*

Front Cover: Lost Farm at Barnbougle



TPC Kuala Lumpur, Malaysia



Muscat, Oman



Al Mouj Golf Club, Oman

KUALA LUMPUR, MALAYSIA

February 24 – 26. Malaysia's passion for golf is evident in Kuala Lumpur, personified by two world-class parkland courses at **TPC Kuala Lumpur**, ranked the top two courses in Malaysia. The **East Course** is a test of brains over brawn as the relatively short holes demand accuracy to tight fairways and landing areas. Precision is further required to navigate approaches to well-bunkered, well-contoured and slick greens. An uphill putt is much preferred here!

Our second day at **TPC Kuala Lumpur** is on the championship **West Course**, a regular host of the CIMB Classic and Maybank Malaysian Open; Justin Thomas and Gary Woodland share the course record of 61. The grooming throughout the entire club is spectacular and the water in play on 13 holes on the West makes it a unique challenge. Daily excursions in and around Kuala Lumpur include a cultural tour of heritage trails, temples and local markets; a visit to the depths of the Batu Caves; and seeing how batik fabric is designed and printed. *Four Seasons Kuala Lumpur*

DANANG, VIETNAM

February 27 – March 1. Golf in Vietnam has experienced remarkable growth over the last 20 years, and we play two of the country's finest representatives. The championship **Dunes Course at Danang Golf Resort**, designed by Greg Norman, annually tops the course rankings in Vietnam. The natural terrain and sand dunes are reminiscent of many Scottish courses, and the signature 16th hole rests atop the ridges overlooking China Beach.

On our second day, we travel to **Ba Na Hills Golf Club**, set in the hills outside of Danang. This Luke Donald design, opened in 2016, has quickly earned a reputation as a must-play in Vietnam. The conditioning is superb across the ground's two distinct nines; a relatively flat front line leads to elevation change on the rolling back side. Off the course, explore Hoi An's vibrant street scene via Vespa, enjoy a walking tour of the ancient Old Quarter and visit the temple ruins of the Kings of Champa. *Four Seasons The Nam Hai, Hoi An*

MUSCAT, OMAN

March 2 – 4. In Oman, we once again experience two distinct topographies. From horizon to sea, the desert defines everything here. Visitors might expect a target golf setup in the desert, yet Greg Norman defies this convention with the seaside championship course at **Al Mouj Golf Club**. We'll experience an extraordinary expanse of large, green fairways and bunkering that is both strategic and beautiful.

The seaside topography at Al Mouj is a great contrast to our second round of golf at **Muscat Hills Golf & Country Club**, set among more undulating terrain. Where Al Mouj is relatively straight, Muscat Hills traces the dry riverbeds that surround it. A bit more shot-shaping and measurement of elevation are required here, and both are sure to be memorable. Local activities include a visit to Nizwa, Oman's most-visited national monument; a cultural tour of fish markets, hot springs, and cuisine; and meeting locals to taste traditional food and learn about Omani daily life. *The Chedi Muscat*



Danang Golf Resort, Vietnam



Mountain gorillas, Rwanda

KIGALI, RWANDA

March 5 – 7. Known as “the land of a thousand hills,” Rwanda’s landscape is a beautiful blend of mountains, volcanoes and knolls. At its geographical and cultural heart is Kigali, where we will keep our golf swing loose and focus primarily on the country’s rich ecosystem and multifaceted culture. We’ll begin our stay with a relaxed morning at the **Kigali Golf Club**, where playful gradients and tree-lined fairways provide an exciting experience for seasoned and amateur golfers alike.

The remainder of our time will be spent exploring the lush canopies and forested slopes of the Rwandan rainforest, where we will trek into the natural habitat of peaceful and powerful mountain gorillas and observe a gorilla family interact with one another for an unforgettable experience. Retire to luxury villas overlooking the lush jungle wilderness, observe local dance performances and experience the country’s culinary wonders through elevated dinners, cocktails and canapes. *Bisate Lodge, Singita Kwitonda Lodge and One & Only Gorilla’s Nest*

MARRAKECH, MOROCCO

March 8 – 11. Marrakech is undergoing a sporting boom, and the courses we visit in our final leg both embrace and celebrate the city’s astounding scenery. **The Fairmont Royal Palm Golf Club**, opened in 2013 and thoughtfully designed by Cabell B. Robinson, is rimmed with bougainvillea, oleanders and the Atlas Mountains. Palm, orange and olive trees pepper this 180-acre course, and its delightfully playable layout contains elevation changes and seasonal plantings that will make you feel like you’re playing in a botanical garden.

Our final round at **Assoufid Golf Club** is a marvelous way to conclude our journey. Awarded Africa’s Best Golf Course 2017 and Best Golf Club in Morocco 2019, Assoufid’s naturally undulating landscape and snow-capped mountain backdrop is an ideal environment in which to reflect on the incredible venues we’ve experienced over the previous few weeks. Join off-the-course options including touring stunning palaces and mosques and exploring nearby souks and the Djemaa El Fna square. *Mandarin Oriental Marrakech*



Assoufid Golf Club, Morocco

FLY BY PRIVATE JET

Experience the comfort and ease of traveling by private jet on this extraordinary golf journey.



Kalos Golf is partnering with TCS World Travel, the world leader in private jet expeditions, on this Golf Around the World tour. TCS World Travel's new custom-configured Airbus A321LR private jet offers the utmost in comfort and amenities for our small group of only 52 guests, such as 180-degree Italian leather flatbed seats, exclusively designed for the jet.

Kalos Golf guests will also enjoy highly personalized service on board. A talented set of professionals, including a doctor and seasoned golf directors from Kalos Golf, ensure a hassle-free journey. Additionally, an experienced expedition team handles the logistics—luggage, golf bags and all airport formalities—so everything appears in your room ready to go. Flying direct between these beautiful destinations also saves hours, which means more time for golf and touring.

THE AIRBUS 321LR PRIVATE JET ALSO FEATURES:

- 6.5 feet of personal space in full-seat recline
- Largest cabin by height and width of any single-aisle aircraft
- Global WiFi where available and on-demand in-flight entertainment
- Personal noise-canceling headsets
- In-seat power outlets and USB ports keep all gadgets charged and ready
- Menus developed by an executive chef able to accommodate your food allergies or special dietary requirements
- Custom mood lighting and spacious overhead bins



FOR MORE INFORMATION OR TO RESERVE SPACE, PLEASE CONTACT:

Kalos Golf
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Chapel Hill, NC 27514
Phone: 919.942.3464 | Fax: 919.929.3326
Info@KalosGolf.com | KalosGolf.com

COST PER PERSON, DOUBLE OCCUPANCY

Golf Passenger: \$141,750
Touring only Passenger: \$135,750
Single Supplement: \$13,575

Airfare to Kona, Hawaii and from Marrakech, Morocco is not included. For your protection and peace of mind, all payments are secured in an escrow account that is fully insured by the U.S. government.

Please read the following information carefully. After reading the Operator-Participant Contract and Terms and Conditions herein (the "Agreement"), in order for your reservation to be completed, you must indicate your acceptance of the terms of the Agreement by signing and submitting the Reservation Form, along with the deposit to the Sponsor.

OPERATOR-PARTICIPANT CONTRACT

TCS & Starquest Expeditions, Inc. ("Operator"), 3131 Elliott Avenue, Suite 300, Seattle, WA 98121, a qualified tour operator, is partnering with sponsoring organization Kalos Golf (the "Sponsor"), to organize and administer the **Golf Around the World 2022 Tour (the "Tour")**. **Operator, as the principal, is responsible to you for arranging and providing all of the services and accommodations offered in connection with the Tour, provided, however, that in the absence of gross negligence on Operators' part, Operator is not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any services being offered in connection with the Tour.** The acceptance of your Reservation Form and deposit by Operator creates a contractual relationship between you, the passenger/participant (Participant), in the Tour provided by Operator.

Reservations and Payments: To reserve your place on the Tour, complete and sign the Reservation Form and return it with your deposit of \$22,000 per person. The deposit can be made by check; wire transfer; or by a major credit card such as American Express, Visa and MasterCard. If you pay your initial deposit by credit card, it is fully refundable until you sign the Reservation Form. Please fax or mail the completed form to Kalos Golf, 1504 East Franklin Street, Suite 200, Chapel Hill, NC 27514; fax to (919) 929-3326; email to info@KalosGolf.com. The second payment of \$52,000 per person is due April 19, 2021. The final payment is due August 18, 2021. Make checks payable to **"GATW-22 Escrow"**. The second and final payments are payable by check or wire transfer, made out to the secure escrow account as set forth below.

If the Tour is fully booked when your Reservation Form is received, your payment will be returned within 7 days, or with your authorization, Operator and Sponsor may retain the deposit and place your name on a waiting list in the event other Participants cancel their reservations. Even if you authorize Operator and Sponsor to put your name on a waiting list and retain your deposit, Operator and Sponsor will notify you within 7 days that the Tour is fully booked.

Security Agreement: Your payments are held in an escrow account at The Commerce Bank of Washington ("TCBW"), 601 Union Street, Suite 3600, Seattle, WA 98101-1342. Participants are protected by a Letter of Credit #592 issued by TCBW (the "Security Agreement"). Any claims against this Security Agreement must be filed with Operator or TCBW within 60 days of the termination of the Tour. After that time, Operator and TCBW will be released from liability under the Security Agreement.

Expedition Prices: Golf price of \$141,750 per person (double occupancy) includes a golf travel bag, and 12 rounds of golf (weather permitting) at the following courses: Royal Melbourne Golf Club, Lost Farm at Barnbougle, Cape Wickham Links, TPC Kuala Lumpur-East and West Courses, Danang Golf Resort, Ba Na Hills Golf Club, Al Mouj Golf Club, Muscat Hills Golf & Country Club, Kigali Golf Club, The Fairmont Royal Palm Golf Country Club, Assouf Golf Club. **Golf also includes:** use of practice facility where available; golf carts or pull trolleys as available; golf bag handling and advance set-up at each course. Touring Only price is \$135,750 per person (double occupancy).

Single Supplement price is \$13,575. Golf and Touring Only prices include: a privately chartered Airbus 321LR that departs from Kona, Hawaii and returns to Marrakech, Morocco; deluxe or best available accommodations and all applicable hotel taxes in the destinations, and options as indicated in the itinerary from arrival at the first hotel on February 18, 2022, through departure at the last hotel March 11, 2022. All meals beginning with dinner on February 18, 2022 and ending with breakfast on March 11, 2022 are included. All taxes; group transportation; airport transfers at the beginning and the end of the itinerary; excursions; complete program of special events and activities, including extensive options at most destinations; enrichment program including lectures by an expert; services of professional staff, including an expedition physician, to assist you throughout the trip; cost of philanthropic efforts; bottled water throughout the program (during golf, sightseeing, at scheduled meals, and in your room); all beverages, including liquor, aboard the private jet; liquor during special events and cocktail parties on land; house wine and/or beer at lunch and dinner, and non-alcoholic beverages at all scheduled meals on land; baggage handling during the Tour; Internet access in hotels, where available; tips or gratuities to staff, local guides, drivers, porters, and wait staff; amenities package; \$100,000 medical evacuation insurance for covered reasons. The exact Tour itinerary, name and location of hotels, length of stay at each hotel, and other ground accommodations and services, are set forth in the itinerary, which is a part of this Agreement.

Not included in the price: Commercial airfare from your home city to the departure city, and return airfare from the final destination city to your home city; optional and additional accident/baggage/cancellation insurance; passport, reciprocity and visa fees; personal expenses such as laundry, telephone, and fax fees; all beverages not mentioned above as included; hotel minibar charges; meals not scheduled by Operator; and inoculation and medication costs of any kind. Any tips or gratuities not specifically mentioned as included in the total Tour price will be at your discretion. Except for "major changes" as described below, no refund will be made for any accommodations or services included in the expedition price that you voluntarily do not use.

Insurance: Operator strongly recommends this important protection, which can save you money if you are forced to cancel or alter your trip. Insurance premium payments are nonrefundable.

Baggage: Each Participant will have limited luggage on the private jet. Operator and Sponsor will supply the luggage and communicate logistics at a later date. For international flights, the air carrier's liability is limited to the actual value of the baggage but not more than 1,000 Special Drawing Rights, approximately \$1,250 per passenger, unless a higher value is declared at the time of check-in and an appropriate excess valuation charge is paid. Baggage, when not handled by Operator, and personal effects are at all times the sole responsibility of the Participant.

Aircraft: The private jet flights will be performed using an Airbus 321LR with 52 flatbed seats. The carrier for the Tour will be Titan Airways Limited, Enterprise House, Stansted Airport, Essex, CM24 1RN, England. The Operator and air carrier reserve the right, without penalty or liability, to change the aircraft with a reasonable substitute, in their sole discretion, including but not limited to if the aircraft is or becomes, unavailable or unserviceable for any reason. Your itinerary will include flights on smaller aircraft operated by local approved airline carriers. Seating on these aircraft will be economy, or economy with limited business seats, based upon the configuration of the aircraft.

International Flights: The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights for any particular flight leg of the Tour, that flight leg will be canceled and alternative arrangements may be made, at the discretion of Operator.

Cancellations and Refunds: If you cancel your reservation or change your plans, your right to receive a refund is limited, as set forth in the following schedule. All cancellations will become effective as of the date of the postmark or email receipt. All requests for refunds must be sent to Sponsor in writing via mail, fax or email.

If your notice is received...

On or before February 18, 2021
From February 19 - April 19, 2021
From April 20 - June 18, 2021
From June 19 - August 18, 2021
After August 18, 2021

You will receive a refund of all deposits less a...

\$5,000 per-person cancellation fee.
\$10,000 per-person cancellation fee.
\$15,000 per-person cancellation fee.
\$25,000 per-person cancellation fee.
No refund.

Refunds will be made within 14 days of receipt of your notice of cancellation.

Leaving the Tour in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of the Tour. If you cancel and are able to provide a substitute Participant for the Tour, you will receive a full refund of money paid toward the price less, an administrative charge of \$25 for effecting the substitution once the substitute Participant has paid in full. **If Operator makes major changes prior to departure, you have the right to cancel and receive a full refund. Please note that the costs for visas, commercial air tickets, insurance, suite upgrades, and pre- or post-expedition independent arrangements may not be refundable.** The following are major changes: (1) a change in the departure or return date, unless the change results from a flight delay experienced by the air carrier (if, however, the delay is longer than 48 hours, it will be considered a major change.); (2) a change in the origin or destination city for any flight leg, unless the change affects only the order in which cities named in a tour package are visited; (3) a substitute of any hotel of lower standard; (4) a price increase of more than 10 percent occurring 10 or more days before departure. In no event can Operator increase your price less than 10 days before departure. If a major change must be made in the Tour, Operator will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, Operator becomes aware that a major change must be made, Operator will notify you as soon as possible. **Within 7 days after receiving notification of a major change, but in no event later than departure, you may cancel your reservation and you will receive a full refund within 14 days after canceling. If a major change occurs after the departure of the flight, which you are unwilling to accept, Operator will refund, within 14 days after your scheduled return date, that portion of your payment which applies to the services not accepted.** If Operator must cancel the Tour in its entirety, Operator will notify you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. **Operator has no right to cancel the Tour less than 10 days before departure, except for circumstances that make it physically impossible to perform the Tour.** If that occurs, Operator will notify you as soon as possible, but not later than the scheduled departure date. If the Tour is canceled, Operator will make a full refund to you within 14 days after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, Operator offers refunds under this Agreement with the express understanding that the receipt of that refund by a Participant waives the additional remedies.

TERMS AND CONDITIONS

Itinerary Changes: The itinerary and staff are subject to modification and change by Operator and Sponsor. Every reasonable effort will be made to operate the Tour as planned; however, should unforeseen world events and conditions require our itinerary to be altered, Operator and Sponsor reserves the right to do so for the safety and best interest of the group.

Single/Shared Accommodations and Suite Upgrades: A limited number of single rooms are available at extra cost on a first-come, first-served basis. Operator will make reasonable efforts to assist persons requesting a roommate. If a roommate is not confirmed, the single rate will be charged. Suite rooms are available in some destinations; more information about them, including their additional costs, will be sent to you in the months before departure.

Airfare: We are happy to assist you in reserving commercial flights from your home city to the trip departure city, and from the trip's final destination to your home city, in the class of service that you prefer. Please ask for details.

Visa Documents/Entry Permits: To participate in the Tour, visas and/or entry permits may be required for some countries. Acquiring visas and/or entry permits is the responsibility of the Participant. Failure to obtain visas and/or entry permits does not negate the terms and conditions. Any extra costs for rerouting Participants without visas and/or entry permits will be the responsibility of the Participant. We will provide information on the necessary visas and/or entry permits in the Tour documents.

Health Requirements: This is an active trip that requires you to make a realistic assessment of your health. All Participants are expected to be in active good health, to be comfortable traveling as part of a group, and to be ready to experience cultural differences with grace. Walking and climbing stairs are required in many hotels and airports, and to board the aircraft, and are part of many excursions. Please note: To go to certain destinations or participate in certain activities, such as visiting a high-altitude area (8,000 feet above sea level and higher), you will need to obtain your physician's approval. A form will be sent to you for your physician to sign. We are prepared to arrange for an alternative destination or activity if your physician recommends it. Malaria and other diseases may be present in some of the countries featured in this itinerary; proof of yellow fever inoculation may be required. For the latest recommendations on specific health precautions for the areas you will visit, consult your physician and the Centers for Disease Control. Any physical condition requiring special attention, diet, or treatment should be reported in writing when the reservation is made. We will make reasonable efforts to accommodate Participants with special needs; however, we cannot accommodate wheelchairs. If you require a slower pace, extra assistance, or the use of a cane or walking stick, arrangements will be made for private touring at each destination, if necessary, at the discretion of our Tour staff. Any extra cost for such arrangements will be the responsibility of the Participant. If you would like to forego some of the scheduled sightseeing to rejuvenate and relax, please feel free to do so at any time.

Use of Likeness and Images: You hereby grant to Sponsor the irrevocable right and permission to capture and use your name/photograph/image/voice/audio recording/video recording/ and likeness (collectively, "Your Images") while on your tour for future publicity and promotional material in all forms or manner, without payment or other consideration. Participants who do not wish to be photographed during the Tour must inform Sponsor in writing prior to the Tour. In addition, you hereby grant Sponsor the irrevocable right and permission to reproduce or use any portion or all of any photograph/image/voice/audio recording/video recording/ that have been taken by you and submitted to Sponsor (collectively with Your Images, the "Images") in any and all of its media, brochures, publications, including web-based publications, without payment or other consideration. You understand and agree that all Images will become the property of Sponsor and will not be returned. You hereby irrevocably authorize Sponsor to edit, alter, copy, exhibit, publish, or distribute these Images for any lawful purpose. In addition, you waive any right to inspect or approve the finished product any right to royalties or other compensation arising or related to the use of the Images.

Basis of Rates: All prices are based on two persons sharing a room. All prices and fares are quoted in U.S. dollars. The rates are based on current tariffs and are subject to change due to unforeseen circumstances. While TCS

will make reasonable efforts to maintain the listed prices, if it is necessary to levy a surcharge, TCS reserves the right to do so and will notify you at the time of final invoicing. TCS reserves the right to cancel the Tour because of inadequate enrollment that makes the Tour economically infeasible to operate. In such a case, a full refund of the Tour cost will be made.

Disclaimer of Liability: Operator and Sponsor not liable for injury, illness or death of any passenger unless directly caused by the negligence of willful misconduct of Operator and Sponsor. Operator purchases transportation, hotel accommodations, and other services from various independent suppliers that are not subject to its control. These suppliers are independent contractors and acts of independent contractors are not acts of Operator. Neither Operator, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, Operator or Sponsor are not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. You further understand that Operator or Sponsor neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold Operator or Sponsor responsible for their acts or omissions.

Force Majeure: Without limitation, Operator or Sponsor are not responsible for any acts which are beyond their control, including but not limited to acts of God, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation or medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels, accommodations or otherwise, or for any other reason beyond the control of Operator or Sponsor (each, herein referred to as an event or act of force majeure). Operator or Sponsor shall not be responsible for any injury to person, (including emotional injury or physical injury and whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage.

Acknowledgment of Risk: You understand and acknowledge that your travel in connection with and participation in the Tour may involve risk and potential exposure to injury, including emotional injury, injury to person or property and death. You also realize and acknowledge that risk and dangers may be caused by the negligence, fault or wrongdoing of the owners, directors, employees, contractors, subcontractors, officers or agents of Operator or Sponsor or of other participants, contractors and/or subcontractors to Operator or Sponsor. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with your travel and recreational activities which may take place during your Tour.

Express Assumption of Risk and Responsibility/Participation: In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the Tour, that you are willingly and knowingly electing to participate in this Tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, including emotional injury or injury to person or property. You understand and acknowledge that Operator reserves the right to accept or reject any participant for any reason, and Operator has the right to disqualify you from any Tour activity, if in Operator's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform Operator or Sponsor, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to Operator or Sponsor.

Release: In consideration of the services and arrangements provided by Operator and Sponsor, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Operator and Sponsor, and its owners, officers, directors, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the Tour and any activities conducted in conjunction therewith and shall include, without limitation, any loss caused by any act, omission, fault or negligence of the Participant or fellow travelers.

Express Waiver of Consequential, Punitive or Exemplary Damages: Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against Operator and Sponsor its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

Medical Care: In the event medical care becomes necessary on your Tour, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your location, and that the medical facilities and attention available abroad may be limited. Decisions are made by Operator and Sponsor staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

Safety Conditions: Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations such as to the countries to which Participant will be traveling on the Tour may involve greater risk than others. Operator urges each Participant review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to participating in the Tour. Information on conditions in the countries to which Participant will be traveling on the Tour and the level of risk associated with travel to those countries can be found at the "Country Specific Information," "Travel Warnings," "Travel Alerts," and "Background Note" pages on the United States Department of State's website. OPERATOR OR SPONSOR DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY COUNTRY IS ADVISABLE OR WITHOUT RISK AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO THE COUNTRIES WHICH ARE PART OF THE TOUR.

Mediation/Arbitration: (A) The parties hereto agree that any and all disputes and claims that the each may have against the other that arise out of or relate to the Tour including the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, including the agreement to arbitrate (the "Arbitration Agreement") and the scope or applicability of this Arbitration Agreement (collectively, "Disputes"), including but not limited to the arbitrability of any and all Disputes, which are over US\$15,000, will be resolved in a binding, confidential, individual and fair arbitration process as set forth herein, and not in court. The only exceptions to this Arbitration Agreement are that (i) Disputes of up to and including US\$15,000 shall be pursued in Washington small claims court, and (ii) each party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights. (B) This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement. (C) If either the Participant or Operator or Sponsor wants to arbitrate a Dispute, the Participant or Operator or Sponsor must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Expedition to which the Notice relates, and the relief requested. The Participant's Notice to Operator or Sponsor must be sent by mail to TCS World Travel, 3131 Elliott Avenue, Seattle, WA 98121; Attn: Legal Department. Operator will send any Notice to the Participant at the contact information Operator or Sponsor has for the Participant or that the Participant provides. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after the Participant or Operator or Sponsor sends a Notice to the other, the Participant and Operator or Sponsor may try to reach a settlement of the Dispute. If the Participant and Operator or Sponsor do not resolve the Dispute within those first 45 days, either the Participant or Operator or Sponsor may initiate arbitration as set forth herein. (D) Any arbitration between the Participant and Operator or Sponsor will be conducted by the American Arbitration Association (the "AAA") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the Participant and Operator or Sponsor cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement. A form for initiating formal arbitration may be found on the AAA's website at www.adr.org ("Arbitration Form"). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, the Participant must send a copy of this completed Arbitration Form to Operator. (E) If the Participant is seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the Participant or Operator or Sponsor may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither the Participant nor Operator or Sponsor request one, Operator or Sponsor will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the manner and place of the hearing will be in Seattle Washington, USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines. (F) The Participant and Operator and Sponsor agree to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, the agreement, the arbitrator's decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

Exclusive Governing Law and Jurisdiction: These Terms and Conditions and any Disputes, actions and legal proceedings whatsoever by the Participant shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Washington, USA. Except as otherwise expressly specified in these Terms and Conditions, passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation.

Waiver of Jury Trial: In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

Class Action Waiver: These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on the Participant's own behalf instead of through any class action. Even if the applicable law provides otherwise, the Participant agrees that any legal action against Operator or Sponsor whatsoever shall be litigated by the Participant individually and not as a member of any class or as part of a class action, and the Participant expressly agrees to waive any law entitling the Participant to participate in a class action.

Time Limit for Claims: Operator or Sponsor shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during the Tour and any activities conducted in conjunction therewith, unless full details in writing are given to Operator, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on Operator or Sponsor within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods. If a written claim is not made and suit is not filed within the time frame set forth above, then the Participant waives and releases any right he or she may have to make any claim against Operator or Sponsor arising under, in connection with, or incident to the Tour

Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

By registering for the Tour, the Participant agrees to the Operator-Participant Contract and Terms and Conditions set forth in this Agreement.

TCS & Starquest Expeditions, Inc., is a Registered Seller of Travel in Washington (#602-692-199), a California Seller of Travel (#2071584-20), an Iowa Seller of Travel (#1381), a Florida Seller of Travel (#ST41130), an accredited member of the Better Business Bureau, and is endorsed by IATAN, the International Airlines Travel Agent Network (#50-755585). TCS & Starquest Expeditions' Dunn & Bradstreet D-U-N-S number is 07-963-4152.

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