



Enrollment Information & Terms and Conditions of Travel Hawaii Tour

1. RESERVATIONS A deposit and completed **Personal Information/Registration/Indemnification Form** will reserve a place for you on an Mike David Photography Tour. Deposits and trip payments may be made by check or bank transfer in US dollars. For trip deposits only, we accept Visa, MasterCard, American Express and Discover. To receive the advertised rate Full payment of the trip fee is due by October 31,2011. After this date, if the tour is still available, there will be a new published rate. This rate must be paid in full 60 days prior to departure date. If final payment is not received when due, we reserve the right to treat your reservation as canceled, as if in writing, as per our cancellation and refunds policy in item 2, below. Trip fees are quoted in US dollars and must be paid in US dollars.

2. CANCELLATIONS AND REFUNDS / SPECIAL TERMS & CONDITIONS

No partial refunds are made for unused portions or services of a trip for any reason whatsoever. Trips are sold as a package only. This policy also applies to tour extensions and independent travel arrangements. Cancellation fees are not transferable.

These are the terms and conditions for cancellation.

A \$750 deposit per person is required to reserve a spot in the Tour. There is a maximum of participants in each tour. Full payment of the trip is required by October 31st for the advertised rate and 60 days prior to departure for the revised trip cost. We must receive written notice of your cancellation, at which time the following cancellation fee will be 50% of the full payment of the trip.

3. HEALTH CONSIDERATIONS

Mike David Photography are within the capabilities of average

people in good health. Some of these trips require the capability of walking for several miles over uneven trails, stepping from a small boat to a wave-washed rocky beach, flying in small planes and helicopters, and occasionally hiking at high elevations—all while carrying an assortment of camera equipment. If you have concerns about your own capabilities and/or fitness as it relates to a trip, please inquire with our office before reserving a space AND THEN see your physician and receive medical advice before signing up for any for a Mike David Photography Tour.

By forwarding a signed reservation form and trip deposit, you certify that you do not knowingly have any physical or other conditions of disability that would create a risk for you or other trip participants and that you have checked any concerns with proper medical personnel.

We reserve the right to request a doctor's statement of good health. You are solely responsible for evaluating your own physical fitness for joining any tour. We strongly encourage you to seek competent medical advice if you have any concerns about your physical fitness. Once a trip has been confirmed, medical circumstances will not be considered as exceptions to our cancellation policy. Mike David Photography, assumes no liability for any medical problem you encounter during the tour. You are solely responsible for ensuring that your medical/dental/accident/ and any other insurance you may have covers you while traveling abroad. **We assume no responsibility for medical care or for special dietary requirements. Tours will NOT be delayed, altered or otherwise changed on account of a person's inability to travel or keep up with the tour group.**

4. INSURANCE *All participants are strongly urged to purchase travel protection insurance. You are solely responsible for confirming that your various insurance policies will cover you while traveling abroad.*

5. CONTACT SCHEDULE Participants will receive three mailings before the trip departs: 1. **Initial Tour Information** sheet confirms the deposit and provides pre-departure information. 2.

Invoice/Practical Information provides clothing and photo gear recommendations, climate data, applicable health advisories. You are solely responsible for confirming all these details and making sure you research all information for yourself. **A visa form will also be included (if applicable).** If you are not issued a VISA a refund will be made. **3. Final Tour Information** includes arrival instructions, itinerary revisions (if any), hotel addresses, trip telephone contact information and participant list. If you have any further questions before the trip contact Mike David at mdavidone@comcast.net

6. MIKE DAVID PHOTOGRAPHY COSTS

Pre-departure information supplied upon enrollment describes the specific costs that are included in your trip fee. Generally these costs include lodging in double room occupancy, meals only as designated in each tour information sheet, ground transportation during the trip in vans or small busses and guide services provided by the Mike David. **Not included** is all airfare to and between all destinations or other transportation from your home to the trip staging location, airport departure taxes, insurance, food (except listed in tour information sheet), alcoholic beverages and bar expenses (plus bottled water and soft drink expenses on all tours), shows, entertainment, tips and gratuities to guides, park entrance fees, option activities, phone calls, passport or visa expenses, laundry or items of a personal nature. Rates are based on group tariffs; if the trip does not have sufficient registration the trip may be canceled. Single accommodations are available for a supplemental cost You will be charged the single supplement fee if you desire a single accommodation or if you wish to have a roommate, but one is not available. **Cost increases may occur unexpectedly due to factors including without limitation rising costs of airfares, ground transport, fuel surcharges, accommodations and currency fluctuations. Mike David Photography may be compelled to amend prices, and we reserve the right to do so without prior notice. An increase in**

trip prices shall not be sufficient grounds for any refund of funds paid for the trip other than as determined by the terms of our cancellation policy.

7. LOGISTICS

Whenever possible, our trip participants are lodged in comfortable, modern hotels. We select among the best available accommodations with some luxury accommodations which will be listed separately in the tour information sheet. Some interesting photographic destinations are far removed from modern amenities, however, and where necessary we will be accommodated in rustic country inns or cabins.

Many times the photography itinerary on this tour does not always fit with regular meal times. It is strongly suggested that you bring supplementary food and snacks.

Our itineraries are intended as examples only. Participants should allow for flexibility due to changes in weather, natural history or cultural events, or other logistical arrangements deemed necessary by Mike David.

8. RESPONSIBILITY

Mike David Photography and/or their Agents act only as agents for the passenger in regard to travel including, but not limited to, sightseeing, meals, lodging, transportation, and all other travel services whether by railroad, motorcar, motor coach, boat, ship or aircraft and they assume no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts or default of any company or person engaged in transporting the passenger or in carrying out the arrangements of the trip. Mike David Photography, will NOT accept nor tolerate any rudeness, disrespectfulness, drunkenness, illegal use of drugs, or any illegal activity, poor treatment of other tour participants or Mike David Photography staff or guides and we reserve the right to send individuals home at their expense if they can't comply.

Mike David Photography, accepts no responsibility for losses or additional expenses due to delay or changes in air or other services,

sickness, weather, strike, war, quarantine or other causes. All such losses or expenses will have to be borne by the passenger, as trip fees provide for arrangements only for the times and locations stated. Baggage is at the owner's risk entirely.

The right is reserved to 1) substitute hotels of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary or caused by changes in air schedules or equipment substitution; 2) cancel any trip prior to departure, in which case full refund of the paid trip funds will be given, but Mike David Photography is not responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses; 3) accept or retain any person as a member of any trip.

Trip prices are based on tariffs and exchange rates in effect at the time of brochure printing and are subject to adjustment in the event of any change therein.

An Assumption of Risk and Indemnification form must be signed by each participant prior to the commencement of the trip. Participation by any trip member will be declined in absence of a signed original of this form, with no trip fee refund. No modification to the terms of the Release and Assumption of Risk form will be accepted.

Should Mike David Photography or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, the enrolling trip participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs. In the event a lawsuit is filed, the enrolling participant(s) agree(s) to do so solely in the County of Adams in the State of Colorado.

Signature: _____

Print Name: _____

Signature Date: _____