

# CameraTreks Tour Contract 2022

This description of tour conditions represents document #1 of 2 detailing *specific* terms for Coup de Foudre, LLC's (a U.S. State of Delaware corporation DBA *CameraTreks*) photography Tour (hereinafter "Tour") to \_\_\_\_\_, scheduled for \_\_\_\_\_ 2022. (Document #2 is our *Personal Injury Waiver & Release*.) *Cameratreks.com*, our web site, represents the *general* set of the tour conditions. Participants (hereinafter Participant) in our Tours and activities must sign and return a copy of this contract that, with their first payment, binds both the Participant and *CameraTreks* to its terms. All tour information and fares are effective January 1, 2022 unless otherwise specified.

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WARNING: By signing this contract you give up important legal rights!

PLEASE READ THIS DOCUMENT CAREFULLY

Participants in our Tours must be at least 18 years old.

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Legal Name of Participant \_\_\_\_\_

Legal Address of Participant \_\_\_\_\_

Phone Number \_\_\_\_\_ Birth Date \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Relationship \_\_\_\_\_ Email \_\_\_\_\_

## DISCLAIMER:

*CameraTreks*, defined as its owners, directors, officers, employees, representatives, volunteers and sponsors, is not responsible for any injury, loss or damage of any kind sustained by any full- or partial-paying Participant, or their property, in its tours and activities. With this contract you are waiving certain legal rights, including the right to sue and/or make any claim against any of the above for any loss, injury or damage resulting from participation in our Tours and activities. If you are accepted as a Participant your spot can only be held by an initial payment as described below and on the website.

## ASSUMPTION OF RISKS:

By submitting this contract and participating in a CameraTreks tour or activity, I acknowledge that I am aware of the possible exposure to risks, dangers and hazards associated with my participation, including the possible risk of severe or fatal injury to others and myself. These risks include but are not limited to the following:

- Risks associated with travel to and from the locations to be visited during the CameraTreks tour, including transportation provided by commercial, private and/or public vehicles;
- Intoxication and/or alcohol poisoning from my consumption of beverages;
- The possibility of bodily injury (broken bones and soft tissue damage) including dental damage from falling, injuries incurred while getting on or off/in or out of any mode of transportation being used for a CameraTreks event or activity, being struck by a vehicle or being involved in a physical confrontation whether caused by myself or someone else;
- Our travel is to some of the world's poorest countries – something you must keep in mind. Bottled water is the order of the day. Hot water for hygiene may be available on a limited schedule at our lodgings (or, in certain locales, not at all.) Electricity and transportation can often be erratic and undependable. Put your *under-developed world* hat on, keep an open mind and sense of humor and all will be well! Friendliness and understanding go a long way everywhere on our planet.
- Damage or loss of property and equipment.
- CameraTreks.com and Wilbur Norman assume no liability for failure to record all the possible conditions, situations and risks associated with national and international adventure travel. It must be understood by the Tour Participant that common sense and caution are factors that cannot be 100% built into our Tours but must be supplied by you!
- All tour information and prices are effective January 1, 2022 unless otherwise specified.

## CameraTreks & Participant's Mutual Responsibilities & Obligations

1. The content and conditions of this contract shall conform to those specified for each Tour Schedule with such Schedule available to Participants before departure.
2. CameraTreks shall provide tour arrangements and itinerary management so that pre-paid Tour Participants receive Tour services including transport, accommodations and activities as outlined in its web site and associated pages at [www.cameratreks.com](http://www.cameratreks.com).
3. Tour participants are chosen, after their request to join a Tour, at the sole selection and discretion of CameraTreks.
4. Only an initial payment holds a participant's place in our Tours, along with timely payment of the subsequent installments. Payment amounts, with timelines, are listed on the web site for each Tour.
5. If a Tour is full you may be added to a Wait List. There is no guarantee that this will get you a spot in the Tour, however. We will keep you informed on your position in this regard.
6. Tour Cost, Initial Payments, Final Payments, Refunds and Cancellations are described on the web site and are binding unless both Participant and CameraTreks agree otherwise, in writing. The refund, and schedule for refunds, described in the web site is the limit of CameraTreks' liability.
7. Participant is responsible for paying all costs and expenses related to their participation in the Tour *above those costs* covered by CameraTreks' fee. These extra costs, if any, will be laid out in the web site.
8. As a Participant I understand that I am responsible for selecting a tour appropriate to my interests, health and physical abilities. I am also responsible for understanding the scope, conditions and challenges of this Tour, to the extent any future activity is comprehensible, by speaking directly with CameraTreks. CameraTreks reserves the right to decline, accept or retain an Applicant or Participant for any reason, including one that affects the operation of the Tour or the rights, welfare or enjoyment of the other Participants.

9. Participants who need special consideration, for whatever reason, in participating in a Tour are requested to inform CameraTreks of this need at the time of their Application. CameraTreks may then attempt, to a reasonable extent, to accommodate the Applicant's requirement. Any extra costs in meeting a special need will be borne by the Applicant/Participant.
10. If CameraTreks determines, during the Tour, that a Participant requires medical diagnosis or treatment by a physician owing to illness, functional disease or other reason, CameraTreks may require the Participant go to a physician, medical clinic or hospital (while also taking measures to ensure the smooth operation of the rest of the Tour). All medical costs to a Participant as a result of a physician, medical clinic or hospital visit shall be borne by the Participant.
11. No refunds are given for any Participant's unused activities or services, nor for any changes made in the Tour Schedule while the tour is in progress. This includes variations in accommodation, transport, restaurants, etc. – though CameraTreks will always seek, in the event of a necessary substitution, a comparable service.
12. When a Participant leaves the Tour for personal/legal reasons, or is expelled from the Tour by CameraTreks for safety of the group or the Participant, CameraTreks will consider it a forfeiture of contracted rights and claims to any refund.
13. Participant understands that CameraTreks contracts with various travel services vendors, including airlines, hotels, transportation companies, ground services providers and operators and other suppliers of travel services. These vendors are independent contractors who may not operate under the same standards as services in the United States. CameraTreks assumes no responsibility or liability in connection with any vendor, its agents, employees, or subcontractors for any act, error, omission, injury, loss, accident, delay, irregularity or danger to participants on any of our Tours.
14. If a service provider to the Tour (e.g. accommodation, transport, etc.) increases their charges or tariffs to CameraTreks, or if exchange rates or other factors beyond the control of CameraTreks change, or if the group falls below a financially supportable minimum (usually 6 Participants), the Tour will be subject to cancellation or re-pricing. In re-pricing, Participants have the right to cancel their participation with a full refund.

15. Participants understand that the best way to protect their trip investment is by purchasing optional Travel Insurance. Buy a policy at the time of your flight purchase, especially one that will reimburse you if CameraTreks must cancel a Tour and your fares are non-refundable! *Medical evacuation insurance is NOT optional; it is required for participation in our Tours and we will ask to see your policy!*
16. CameraTreks has no obligation to provide Participants with information concerning the costs in establishing Tour prices or any constituent segments before, during or after the Tour. Nor must CameraTreks divulge the price paid for the tour by any Participant.
17. Tour prices do not include charges for passports, visas, inoculations, flights, excess baggage, trip cancellation or interruption, travel insurance, personal items, transport/food/drink on Participant's free evenings, service tips, international departure taxes or items not specifically listed on the CameraTreks web site. Participants are responsible for securing any of the above necessary documents and paying for self-selected activities.
18. A Participant's *independent* activities shall not be considered to have been arranged by CameraTreks as a formal part of the Tour, even though CameraTreks may facilitate such activities under separate authority (e.g. providing a translator for an independent evening activity, obtaining taxis).
19. The words 'Transfer' and 'Transport,' in reference to travel arrangements, refer to transportation from one location to another and, unless otherwise stated on the Schedule, means a seat on a bus, van, car, taxi, tuk-tuk, horse or other conveyance. Determination of the appropriateness of the vehicle shall be the responsibility of CameraTreks and/or the provider of the service.
20. On a Tour I understand that everything is, at all times, in flux. While CameraTreks will make every effort to stick to the schedule of the day, things can happen to make improvisations with comparable alternatives necessary. Additionally, new in-country and U.S. regulations may come into play that CameraTreks must follow.
21. With #20, above, in mind, CameraTreks may, after the signing of this Contract, revise its contents and services for reasons beyond CameraTreks' control. You will be notified of any such changes. During the Tour CameraTreks reserves the right to take necessary measures when safe, smooth Tour operation in accordance with the Tour Schedule is deemed impossible. In such cases, CameraTreks must explain in a timely manner its inability to function according to the Tour Schedule. Said explanation may be made after revisions as time and circumstances allow.

22. CameraTreks cannot be responsible for any Participant's missing all or part of a Tour due to cancellation, delay or missed flights or transportation. Be at your airport or transport hub well ahead of time as described in that transport's web site. CameraTreks is not responsible for cancellations due to a Participant's medical emergency. We highly recommend purchasing Travel Insurance. CameraTreks is not responsible for reimbursement of participant's non-refundable airline tickets in the event of a tour cancellation.
23. Participants must follow instructions of the Tour Leaders for the safe and smooth operation of the Tour while under group or individual instruction/guidance during the period between the commencement of travel and the completion of travel. If any instruction of a Tour Leader seems contrary to safe practice or good sense, Participants are encouraged to rationally question such instruction.
24. CameraTreks provides no warranty or guarantee, express or implied, that the Tour will meet all of a Participant's expectations, specifically regarding weather and photographic opportunities.
25. I agree that participating in a CameraTreks Tour constitutes permission for CameraTreks to use my name and likeness in promotional materials.
26. CameraTreks and its entrusted Tour Leaders and partners will use the personal information provided in this Contract and other documents for communicating with Participants, their Emergency and Medical Contacts and for arranging transportation and accommodations to provide Tour services. Any other use requires the permission of the Participant.
27. Participants, individually and jointly, release CameraTreks, Wilbur Norman and all Tour leaders, guides and translators from any and all liability and responsibility, known or unknown, present or future, for any loss, injury to person, damage to property, or accident, including those instances that may be the result of any delay or change of accommodation or itinerary or irregularity connected with the Tour package or Tour activity which is beyond the control of CameraTreks and its agents. Such above instances include, but are not limited to, forces of nature, transport problems, fire, equipment malfunction or failure, government actions, war, labor disputes, civil disturbances, riot, theft, illness, weather, food and drink, terrain, high elevation, communications, etc. This release from liability includes all expenses or damages, direct or consequential, claimed or sustained by Tour organizers, Tour Participants or Accompanying Travelers based on any claim of negligence by any provider of services included in the Tour package.

28. This contract is binding upon CameraTreks, Tour Participants and Accompanying Travelers, their representatives, heirs and assigns. I acknowledge that I am the person whose name appears below and that I have read and fully understand this Contract. I further acknowledge that I am signing this Contract voluntarily and no oral representations, statements, nor inducements, other than those in this Contract, have been made. I also understand I forfeit substantial rights in signing this document which is intended to be as broad as is permitted under the laws of the U.S. State of Delaware where any interpretation of this Release shall be effected.
29. I acknowledge that I am entering into this Contract with CameraTreks in both its company capacity and as trustee for its owners, directors, officers, employees, agents, successors, and assigns. This Contract shall be binding, forever, on me, my heirs, executors, and administrators.
30. In the unlikely event of a legal dispute between you and CameraTreks, all questions of law in any action based upon any claim of breach of this agreement shall be determined in accordance with the laws of the State of Delaware, USA, as existing at the time of such action, in a court under Delaware's jurisdiction as Coup de Foudre, LLC , CameraTreks parent company, is a Delaware-registered entity. The maximum amount of recovery to which a Participant shall be entitled under any and all circumstances is the actual price paid by you, the Participant, for this CameraTreks Tour.
31. Our failure to exercise or enforce any of our rights will not be deemed a waiver of such right or preclude future enforcement of our rights.
32. Participant agrees that if any portion of this Contract is deemed severable, i.e. is found invalid, unlawful or unenforceable by a Court of Law, it shall be stricken without any effect on the balance of the Contract's provisions.

**FINAL SIGNATURE PAGE NEXT**

*Participants are required to make every effort to utilize information provided by CameraTreks and to understand the details of his/her rights/responsibilities as well as the details and conditions of the Tour, especially those regarding cancellation and refund policies, Participant's responsibilities and limitation of liability.*

*Participants must also understand that this Contract is a legal and enforceable document and that the Participant may seek legal counsel before signing.*

**Please CIRCLE either YES or NO, below.**

I have read this Contract and understand its contents: **YES / NO**

I have read the CameraTreks website:  
<http://www.cameratreks.com> **YES / NO**

I have read the CameraTreks *Ethics Guidelines*:  
<http://www.coupdefoudre.com/PhotoToursBoiler/Prep.html> **YES / NO**

I am including my first payment of \$\_\_\_\_\_ **YES / NO**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian / (Circle which one)

\_\_\_\_\_  
Date

*[Parent or Guardian signature required for Participants who are less than 18 years old when the Tour begins! While 18 is normally the minimum age for our trips we may permit exceptions for those traveling with a parent.]*

CameraTreks Tours are operated by:

Coup de Foudre, LLC  
Wilbur Norman, Managing Director  
46 Loma Blanca  
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USA 87506

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