

ADDENDUM
OFF THE BEATEN PATH LLC
2019-2020 Terms & Conditions

Our Commitment

We've been partnering with travelers to deliver exceptional travel experiences for 24 years. Driven by our ongoing determination to provide trips that speak to your interests, needs, and desires, we are always pursuing ways to enhance your experience, from beginning to end. Whether it is providing the best lodging, most engaging activities, appropriate levels of physicality, compelling ways to learn about history, or opportunities to experience different cultures, we make every effort to exceed your expectations. It's gratifying to see that our commitment to our travelers inspires them, in turn, to place their faith in us. Last year, more than 70 percent of those who traveled with us were repeat travelers or referred from past travelers. This makes us proud and more determined than ever to earn and sustain their trust.

At the heart of our relationship with our travelers is our desire to be clear and fair when it comes down to the details. Because the fine print outlined here may occasionally change, you will always receive the most current Terms & Conditions along with your travel documents at the time of booking.

Making Reservations

To secure your place on a Guided Group Journey or to begin planning your own Private Custom Journey, call (800)445-2995 Monday through Friday, 8:30 a.m. to 5:30 p.m. Mountain Time, or log on to www.offthebeatenpath.com and select the journey style in which you are interested.

PAYMENT TERMS

Exceptions to these terms may apply for certain trip types (e.g. ranch and lodge stays, single destination trips, cruises, deluxe camping excursions, etc.) and will be discussed with you in advance.

| Guided Group Journeys | Private Custom Journeys |
|--|--|
| \$500 deposit (\$1,000 for trips not based in the US or Canada) to secure space for each person traveling. <i>Trip deposits can be applied to travel for a two-year period from date of payment, less any applicable cancellation fee.</i> | \$500 non-refundable fee to begin trip development process. This trip development fee will be applied in full to your final, total trip price. |
| | 50% of total trip price due at reservation confirmation (typically within 3 weeks of development fee). |
| Total trip price due in full 90 days prior to trip departure date. <i>Trips not based in the US or Canada requires full payment 120 days prior to departure.</i> | Remaining balance of total trip price is due 90 days prior to trip departure date. <i>Trips not based in the US or Canada requires full payment 120 days prior to departure.</i> |

Single Destinations, Ranch Vacations, Yachting, and Fly-Fishing Expeditions

Travel planning that entails a single, or only a few, reservations are subject to payment terms that coincide with those imposed by the related service providers and may vary from the payment terms detailed above. In such cases the payment terms associated with your itinerary will be discussed with you as a part of the travel planning process.

PRICING

Prices for Guided Group Journeys detailed in this catalog are per person and are based on double occupancy. We work hard to maintain the rates that we publish, but reserve the right to adjust them should our own journey-related costs change materially. Although price changes rarely occur, you can always verify pricing with one of our travel advisors or at www.offthebeatenpath.com.

Single Travelers – We encourage solo travelers to join Guided Group Journeys and for those who do, and occupy a single room, additional fees will apply.

Family Departures – Families love our trips – and we love to have them. To encourage this, we offer the following price adjustments for children 12 years of age or under. (For children 5 or younger, call for special pricing.)

| Traveling | In | Child Price |
|-------------------------------|----------------------|--|
| 1 adult & 1 child | 1 room (1 or 2 beds) | 10% off 1 st child; 25% off additional children |
| 2 adults & 1 or more children | 1 room (2 beds) | 25% off published price |

All inclusive pricing for Guided Group Journeys

– Trip pricing includes all lodging, activities, baggage handling, transportation and return airport transfers, permits, entrance fees, most meals (trips typically include one night “on your own” – see itinerary for details), speakers, and professional guide service from the commencement point of your trip. Not included are trip interruption/cancellation insurance, costs associated with travel to and from the point of trip commencement, separately identified in-country airfare, alcoholic beverages, end-of-tour gratuities (not required but strongly encouraged and customary), telephone calls, laundry service and other personal expenses, expenses incurred due to inclement weather or other acts of God, altered river, road, or trail conditions, sickness, flight delays, or unforeseen security issues.

MAKE IT ALL YOURS!

“**MAKE IT ALL YOURS!**” allows any of the trips detailed in this catalog to be run exclusively for your own group, on published departure dates or dates of your choosing. Call our office at (800)445-2995 and speak to one of our Travel Advisors about making a departure yours. Tell us about your group and give us your preferred dates, then we'll determine if those dates are available, and if any pricing differences might apply. Should you make a departure yours, the terms and conditions associated with Guided Group Journeys applies, with the exception that the entire per-person deposit is non-refundable.

Private Custom Journeys – In general terms, trip pricing is entirely dependent upon the details, preferences, and availability of the trip that you construct in partnership with us. Specifically, trip pricing for Private Custom Journeys is conveyed in one, per-person amount and includes accommodations, planned activities, itinerary development, travel planning services, support services while traveling, and your deluxe pre-departure package featuring your personalized Journey Guidebook, maps, travel vouchers, and detailed regional information. As this service is tailored to your specific interests and needs, we are not able to provide itemized detail of individual costs. Trip pricing does not typically include travel to and from the point of trip commencement, on-trip transportation, rental car charges, meals, or gratuities; although exceptions to this will occur should specific requests be arranged in the planning process.

Ranch Vacations – Off the Beaten Path maintains one of the industry's most extensive, consumer-based databases of

guest, dude, and working ranches in the American West. Our unique Ranch Matching Service combines this information with our traditional travel planning services to select the perfect ranch and experience for your specific needs and interests. Once a ranch is selected, you will be charged for the cost of the ranch reservation, plus a \$300 ranch matching fee. This fee covers the Ranch Matching Service as well as pre-departure materials about your ranch, and Off the Beaten Path support services while you are traveling. Pricing does not include transportation to and from your destination or rental car charges (if necessary).

Fly-Fishing Expeditions – As with Private Custom Journeys, pricing for Fly-Fishing Expeditions is entirely dependent upon the features, choices, and amenities that are developed in partnership with your travel planner. Pricing typically includes the lodge fees, planning services, support services while traveling, and pre-departure materials that are custom published specific to your itinerary. Pricing does not include transportation to and from your destination, rental car charges, or gratuities, although exceptions to this will occur depending upon your needs.

CANCELLATIONS AND REFUNDS

In the event that OBP cancels a Guided Group Journey, for reasons other than acts of insurrection, strikes, acts of God, or any other cause beyond the control of Off the Beaten Path, you will be refunded the entire amount that has been paid to that point, without exception, and OBP will pay for any change fees associated with airline tickets that you have purchased related to the trip. Cancellation fees charged by OBP for travel that you cancel on your own accord are necessary to cover the costs associated with development and document processing costs and/or the loss of appropriate time to resell the space. If you are unable to begin or complete your trip, notice must be given

to Off the Beaten Path immediately. Refunds are based upon the date of receipt of written notice (mail, e-mail, or facsimile) and will be subject to the following cancellation fees as well as any additional fees associated with non-refundable advance payments made on your behalf related to your trip:

| Domestic Trip Cancellation Fees (Including Canada) | |
|---|---|
| Guided Group Journeys | Private Custom Journeys |
| More than 90 days prior to departure: \$250 per person | More than 90 days prior to departure: \$500 development deposit |
| 61 to 90 days prior to departure 25% of trip price | 61 to 90 days prior to departure 25% of trip price* |
| 31 to 60 days prior to departure 50% of trip price | 31 to 60 days prior to departure 50% of trip price* |
| 30 days or less prior to departure 100% of trip price | 30 days or less prior to departure 100% of trip price* |

| International Trip Cancellation Fees | |
|--|--|
| Guided Group Journeys | Private Custom Journeys |
| More than 120 days prior to departure: \$500 per person | More than 120 days prior to departure: \$500 development deposit |
| 91 to 120 days prior to departure 25% of trip price | 91 to 120 days prior to departure 25% of trip price* |
| 61 to 90 days prior to departure 50% of trip price | 61 to 90 days prior to departure 50% of trip price* |
| 60 days or less prior to departure 100% of trip price | 60 days or less prior to departure 100% of trip price* |

* Cancellation fees for Private Custom Journeys will be in excess of this total to the extent that reservations made on your behalf are subject to fees greater than the amount imposed by OBP.

Single Destinations, Ranch Vacations, Yachting, and Fly-Fishing Expeditions
Cancellation fees for these trip types are dependent on those fees imposed by the service providers associated with your trip. Additionally, an Off the Beaten Path cancellation fee of \$300 will apply.

OTHER

Confirmed Departures and Group Size
Every Guided Group Journey has a stated minimum group size at which off the Beaten Path guarantees the trip will run. Most departures run when 4 travelers are booked. See individual trips for minimum number of travelers required.

Trip Interruption/Cancellation Insurance

We strongly recommend that you purchase trip interruption/cancellation insurance. Such insurance can be purchased directly through Off the Beaten Path. A full explanation of travel insurance coverage will be included with your trip confirmation materials. Travel insurance premiums are nonrefundable unless your journey is cancelled by Off the Beaten Path.

Traveler Responsibility

Travelers are responsible for choosing a Guided Group Journey or Private Custom Journey consistent with their ability, fitness, and overall health. All travelers are required to complete and return a traveler information form and consent to these Terms and Conditions prior to the commencement of their travel with OBP. Travelers are also responsible for reading and understanding all pre-departure materials, bringing appropriate clothing and gear as suggested by Off the Beaten Path, and acting in a manner that is considerate to other people with whom they are traveling or with whom they come into contact.

Limitation of Liability

Off the Beaten Path LLC, its owners,

agents, employees, and affiliated companies hereby give notice that they act only as agents for hotels, transportation companies, land operators, and supplies of travel services, and assume no responsibility or liability whatsoever in connection with the operation, safety, condition, or service of any aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel which may be used wholly or in part, for services to Off the Beaten Path's travelers. Off the Beaten Path, its operators, airlines, and agents will not be responsible for any act, error, or omission, nor for any injury, loss, accident, delay, inconvenience, irregularity, or damages which may be occasioned by any cause whatsoever, including acts of nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule.

Off the Beaten Path reserves the right, either prior to or after departure, in its good-faith discretion and in circumstances that warrant it, to change or re-price any tour, trip, or expedition. This includes, but is not limited to, the right of Off the Beaten Path in such circumstances to alter or omit any part of the itinerary, to substitute hotel or trip leaders, or to change any means of conveyance without notice and without allowance or refund, with the liability for increased costs – if any – to be borne by the traveler.

If Off the Beaten Path decides to cancel any travel due to acts of insurrection, strikes, acts of God, or any other cause beyond the control of Off the Beaten Path, refunds will be based upon the difference between the original trip price and the cost of services already provided. Off the Beaten Path reserves the right to accept or reject any person as a trip member at any time. Trip members grant Off the Beaten Path express permission to take photographic records of its trips for promotional and commercial use.

Travel Waiver

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING THE TRAVELER INFORMATION FORM ACKNOWLEDGING YOUR AGREEMENT AND ACCEPTANCE OF THIS TRAVEL WAIVER.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement (“Travel Waiver”) are entered into by the client, with and for the benefit of Off the Beaten Path LLC (“OBP”) AND the “Personnel” (identified below).

The Client waives any and all claims that exist or may exist in the future against, and release from all liability and agree not to sue, OBP and any of their shareholders, directors, officers, employees, servants, guides, agents, contractors, suppliers and representatives (collectively, the “Personnel”) for any personal injury, death, property damage or other loss that is sustained by Client during or as a part of an OBP trip due to any cause whatsoever on the part of any one or more of the OBP, the Personnel, or others including a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances); b) breach of any other duty imposed by law; c) breach of any contract; d) mistakes or errors in judgment of any kind.

Client acknowledges as a part of this Travel Waiver that Client and all of the parties that may travel with him, her, and/or them during an OBP-planned trip is aware of the inherent risks of travel and releases and holds harmless OBP and the “Personnel” from any liability, lawsuit, or other penal consequence that results from any event, accident, danger, or issue that occurs while on an OBP-planned trip.

Client acknowledges that in signing the Traveler Information Form that serves as the executing authority to this Travel Waiver, that he, she, and/or they are not relying on any oral, written or visual statements of any kind, including promotional statements made by OBP to induce him, her, and/or them to travel with OBP.

Client affirms that he, she, and/or they is/are of legal age to enter into this Travel Waiver and that he, she and/or they have had sufficient time to read and understand what he, she, and/or they is/are agreeing to in this Travel Waiver before signing it and that it will be binding up his, her, and/or their heirs, next of kin, executors, administrators, and successors.

Client agrees that this Travel Waiver and any other agreement entered into with OBP will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Montana. Client irrevocably submits to the exclusive jurisdiction of the courts of the State of Montana and agrees that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation pertaining to this agreement or arising out of the Client’s OBP travel experience shall be instituted in the State of Montana and nowhere else.

Late Bookings

Trip reservations made within 30 days of departure may be subject to additional fees to allow for express mailing and other necessary expediting.