

MOCKINGBIRD TRAVEL®

Go for the Greater Good

SUSTAINABLE TRAVEL + GLOBAL HEALTH PHILANTHROPY

TOUR BOOKING FORM

SCHC Alumni Travel: Costa Rica
May 20-28, 2017

TRAVELER INFORMATION

Primary Traveler

Name: _____

Mailing Address: _____

City/State/Zip: _____

Email: _____

Phone Number: _____

Allergies/Dietary Restrictions: _____

Emergency Contact: _____

Phone Number: _____

Traveler #2

Name: _____

Mailing Address: _____

City/State/Zip: _____

Email: _____

Phone Number: _____

Allergies/Dietary Restrictions: _____

Emergency Contact: _____

Phone Number: _____

How would you like to be invoiced?

A combined invoice for both travelers

A separate invoice for each traveler

Payment Information:

- Cost: \$2,895.00 per person
- Single Supplement: \$895.00
- Non-Refundable Deposit: \$500.00 per person

Payment Deadlines:

- Deposit: Non-refundable deposit is due at the time of booking.
- Final payment: Payment in full is due by **Monday, March 20, 2017**.

Cancellation Penalties:

- Prior to March 20, 2017: 100% refund of amounts paid, **minus the deposit**.
- Between March 20 and April 20, 2017: 50% refund of amounts paid, **minus the deposit**.
- After April 20, 2017: No refund.

Confirming Your Booking:

- A PayPal invoice will be sent to you via email, with instructions for payment. (A PayPal account is not required.)
- Your booking will be confirmed upon our receipt of your non-refundable deposit. **Once your deposit has been received, the cancellation penalties apply.**

Important Information About This Tour:

- A minimum of 6 travelers is required for this tour to operate. We reserve the right to cancel the tour if the minimum is not met; in that event, your deposit will be refunded. We recommend that you not purchase plane tickets or travel insurance until the tour is confirmed.
- Tour itinerary and hotels are subject to change.
- All travelers must purchase, at their own expense, travel insurance that includes medical and emergency evacuation coverage (minimum \$100,000 coverage). Proof of insurance is required prior to departure.
- Please note: Zika outbreaks have been reported in Costa Rica, and therefore women who are pregnant or trying to become pregnant should not travel to Costa Rica.

Please review and sign the following page, and submit:

- pages 1-3 of this form, and
- a copy of the photo page of each traveler's passport

to vanessa@mockingbirdtravel.com or via fax to (202) 379-3558.

Registration Deadline: Wednesday, March 1, 2017

[See Acceptance of Terms and Waiver of Liability on the following page]

ACCEPTANCE OF TERMS AND WAIVER OF LIABILITY

I acknowledge that I have read and understand the attached Terms and Conditions and, on behalf of myself and my travel companion, I hereby expressly accept and agree to all such terms, including, without limitation, the limitations of liability set forth in **Sections 20, 22, 23 and 24**.

I further acknowledge and voluntarily assume all risks, whether expected or unexpected, involved in participating in this tour. The University of South Carolina, the South Carolina Honors College, and Mockingbird Travel, LLC shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, climatic conditions, abnormal conditions or developments, bankruptcy or cessation of supplier or carrier services, accidents or health-related problems prior to, while in-transit to, during, or after the tour, or any other actions, omissions, or conditions outside of their control.

I DO HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS MOCKINGBIRD TRAVEL, LLC, THE UNIVERSITY OF SOUTH CAROLINA, THE SOUTH CAROLINA HONORS COLLEGE, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, ON BEHALF OF MYSELF, MY TRAVEL COMPANION AND OUR RESPECTIVE DEPENDENTS, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING FROM ANY LOSSES, DAMAGES, OR INJURIES OR DEATH RESULTING FROM OR IN CONNECTION WITH THIS TOUR, THE RISKS INHERENT IN TRAVEL, OR PARTICIPATION IN ANY OF THE ACTIVITIES OFFERED DURING THE TOUR. THIS RELEASE APPLIES TO AND INCLUDES, WITHOUT LIMITATION, ALL UNKNOWN, UNFORESEEN, UNANTICIPATED AND UNSUSPECTED INJURIES, DAMAGES, LOSSES, LIABILITIES AND OTHER CONSEQUENCES, AS WELL AS THOSE NOW DISCLOSED AND KNOWN TO EXIST.

I expressly acknowledge that there are no impediments or reasons why I would lack the capacity to understand and agree to this waiver.

Traveler Signature: _____

Date: _____

[Please review the Terms & Conditions, beginning on the following page]

TERMS & CONDITIONS

PLEASE READ THESE TERMS CAREFULLY. THEY CONSTITUTE PART OF YOUR CONTRACT FOR TRAVEL-RELATED SERVICES.

The purchase of any travel services offered by Mockingbird Travel, LLC (“Mockingbird”) constitutes a contractual arrangement between you and Mockingbird and represents your express acceptance of the Booking Terms & Conditions and Waiver of Liability (the “Terms”) set out below. If you have purchased travel services for more than one traveler, you are deemed to have accepted these Terms on behalf of all travelers named in the booking, and by participating in the travel services, all such travelers indicate their assent to these Terms. Please ensure that you read carefully and understand these Terms prior to booking.

1. The Booking Contract.

A booking is confirmed and these Terms shall apply when Mockingbird has received the applicable deposit from you and you have received written confirmation from Mockingbird of such booking. You must be no less than 18 years of age to purchase travel services from Mockingbird and you agree to provide full, complete and accurate information as requested by Mockingbird to confirm such booking. If you confirm a booking with more than one traveler, you represent and warrant to Mockingbird that: (i) you have all requisite consents and authority to make such booking on behalf of all other travelers named on the booking, and you have communicated all necessary information to the other travelers in order for them to give free and fully informed authorization to do so; (ii) the information you are providing regarding all travelers is complete and accurate, and you have obtained all necessary consents and permissions to share such information with Mockingbird for the purposes of completing the booking; and (iii) you will inform all other named travelers on the booking of the applicability of these Terms.

2. Itinerary and Departure Changes.

Tour departures, itineraries, hotels and prices are subject to change.

Mockingbird reserves the right to make changes to the itinerary, in its sole discretion and judgment, whenever conditions warrant or when necessary for the comfort, convenience, or safety of the tour participants. Mockingbird is not responsible for and will not pay any refunds or discounts for changes to itineraries.

The hotels listed in tour descriptions are not guaranteed and Mockingbird reserves the right to substitute other hotels. If a change becomes necessary for any reason, the hotel substituted will be of equivalent quality, when available, to those shown. No refunds are provided for hotel changes.

3. Participation.

Mockingbird reserves the right to accept or reject any person as a tour participant and to require any tour participant to leave the tour, at the participant’s sole expense, at any time when such action is deemed to be in the best interests of the health, safety and general welfare of the tour group or of the individual participant. Mockingbird will not refund or cover any costs or expenses incurred for termination of tour arrangements due to unacceptable behavior. Mockingbird will have no responsibility or liability for any airline cancellation penalties or other fees or expenses related to air transportation, or for any other damages or losses related to the removal of the participant from the tour.

You agree that you are responsible for any costs incurred by Mockingbird, Mockingbird’s suppliers, and Mockingbird’s partners as a result of damage, destruction, theft, or excess cleaning fees caused or occasioned by you while on tour. You agree to immediately report any pre-existing damage of this kind to staff at the accommodation, transportation service, or facility (as appropriate) and/or a Mockingbird

representative as soon as possible upon discovery by you.

4. Prices.

Tour prices are per person, based on double occupancy (two people sharing a room). Single room supplements are listed where applicable. Single supplements will be waived if you are willing to be assigned a roommate and we are able to match you with another solo (same sex) traveler. Waivers of single supplements are not guaranteed.

Prices **do not** include roundtrip air to and from the start of your vacation, excess baggage fees on intra-vacation air, optional excursions and activities, vaccinations, travel insurance, gratuities, meals other than those identified in the itinerary, and all other personal expenses.

5. Deposit & Payment.

Unless noted otherwise in the tour details, a non-refundable deposit of \$500 per person per tour is required for Mockingbird to reserve space for you. The deposit is refundable only if the tour is cancelled.

Mockingbird accepts checks, money orders, and PayPal payments by credit card or bank debit. Your booking is not confirmed and payment is not deemed made until the deposit is received by Mockingbird and you receive a confirmation invoice. Payment of the deposit indicates you have read and accepted these Terms.

Please review and verify your booking invoice thoroughly and contact your Mockingbird immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Mockingbird cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Mockingbird reserves the right to re-invoice you with correct pricing.

Unless noted otherwise in the tour details, final payment for your tour is due 60 days prior to commencement of services. If final payment is not received by the due date, your reservation will be canceled and your full deposit will be retained by Mockingbird. Mockingbird is not responsible for canceled land and/or air reservations in the event payment is not received by the final payment date. Payment in full is required at the time of booking for reservations made within 60 days of departure.

6. Cancellations & Cancellation Fees.

You may cancel your booking by notifying Mockingbird. The applicable cancellation fees shall be determined with reference to the date on which the request to cancel is received by Mockingbird and are expressed as a percentage of the total price paid for the cancelled tour, not including airfare, insurance products, or other services purchased by Mockingbird from third party suppliers on your behalf. Unless noted otherwise in the tour details, the following terms will apply:

- Cancellations received **60 days or more** before departure: Deposit shall be held by Mockingbird and the remainder of the payments made by you to Mockingbird in respect of the cancelled tour shall be refunded.
- Cancellations received **59-30 days** before departure: Deposit shall be held by Mockingbird and an amount equal to 50% of the remainder of the payments made by you to Mockingbird in respect of the cancelled tour shall be refunded.
- Cancellations **less than 30 days** before departure: Deposit shall be held by Mockingbird and no further refund shall be payable to you.

Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, airfare, and optional excursions reserved prior to the tour. Cancellation

penalties will be quoted at time of cancellation.

7. Cancellation of a Tour by Mockingbird.

Mockingbird reserves the right to cancel or reschedule any tour departure for any reason, including insufficient demand or Force Majeure. In particular, a minimum of 6 travelers is required for a tour to operate, and Mockingbird reserves the right to cancel a departure if the minimum is not met. If a tour is canceled prior to departure, Mockingbird's only responsibility will be to refund the amount received for the booking, including the deposit. We recommend that you do not purchase air tickets or travel insurance until the tour is confirmed or that you purchase air tickets without cancellation or change penalties. Mockingbird is not responsible for any additional costs or fees incurred by you relating to the issuance and/or cancellation of air tickets, other travel arrangements or travel insurance.

8. Revisions & Revision Fees.

A fee of \$30 per transaction will be charged by Mockingbird for any alteration or revision made to a reservation after deposit or payment is received. Hotel penalties may also apply to alterations or revisions to a booking and may be up to 100% of the full price. Revision fees will be quoted at the time of request.

9. Refunds.

No refund will be made for unused services, for unused transportation where group activities are involved, or for voluntary modifications made by the traveler. Travelers not using included services will not be given a cash equivalent or tour price reduction.

10. Gratuities.

Gratuities are included for the following services during the tour: wait staff at included meals, hospitality staff at hotels for nights purchased through Mockingbird, and portage at hotels for one suitcase per person. Gratuities for your tour director, local guides, drivers, and other service staff are not included in the tour price and are discretionary.

11. Accommodations.

Every effort is made to reserve only twin-bedded rooms, but Mockingbird cannot guarantee that there will be two separate beds. Room and bed preferences cannot be guaranteed. Please note that Mockingbird cannot control or guarantee check-in times.

12. Holidays.

During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Every effort will be made to plan around these events, and alternatives will be offered whenever possible. Mockingbird will not be held responsible for any closures, necessary itinerary changes or curtailments for any reason.

13. Special Requirements.

Mockingbird will endeavor to accommodate the special requests of travelers, including (without limitation) dietary and accommodation requests, but Mockingbird makes no guarantee that it will be able to accommodate such requests. Mockingbird is not liable for any failure to accommodate or fulfill such requests. You must notify Mockingbird of any such special requests at the time you book your tour.

14. Travelers Who Need Special Assistance.

You must notify Mockingbird of any disability requiring special attention at the time the booking is made. Unless noted otherwise in the tour details, Mockingbird will make reasonable attempts to accommodate the special needs of disabled travelers, but it is not responsible in the event it is unable to do so, and it is not responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. Mockingbird cannot provide individual assistance to a tour participant for walking, dining, getting on and off motorcoaches and other vehicles, or other personal needs. Mockingbird strongly recommends a qualified and physically able companion accompany travelers who need such assistance. All travelers with Mockingbird are subject to the Participation clause above.

Not all sightseeing stops accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. Mockingbird is not responsible for any missed activities due to a participant's inability to participate with the group. Motorcoaches may not be equipped with wheelchair ramps. Motorized scooters are not typically suitable on Mockingbird tours.

15. Health.

You acknowledge that you are responsible for your own safety and well being throughout the tour.

Mockingbird will not have any liability regarding the provision of medical care, the adequacy of any care that may be rendered, or the costs associated with such care. While Mockingbird will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a tour and/or optional excursions you agree that you **release and hold Mockingbird harmless from any liability arising from any provision of medical care or the adequacy of any care rendered.** Payment of your deposit indicates you accept these risks and dangers and agree to hold Mockingbird harmless for such.

You are responsible for assessing your own suitability and capability to participate in the tour you have booked. You should consult your physician regarding your fitness for travel. Mockingbird encourages you to seek your physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of your travel with Mockingbird. Mockingbird does not provide medical advice. Certain tours may not be suitable for all people due to restrictions posed by limitations in mobility, physical or cognitive disability, pregnancy or various other physical or mental conditions. It is your responsibility to assess the risks and requirements of each tour in light of your limitations, physical and mental fitness and condition, and any medical requirements or issues. Mockingbird may refuse to carry pregnant women over 24 weeks or travelers with certain conditions, if suitable accommodation or services cannot be arranged.

16. Smoking.

Mockingbird is a non-smoking tour company. Smoking is not allowed on any transportation provided by Mockingbird. Mockingbird confirms only non-smoking hotel rooms.

17. Young Travelers.

Travelers who are under 18 years old on the departure date must be accompanied by an adult throughout the tour and are required to share an adult's accommodation. Children under 12 years of age are not allowed on Mockingbird tours.

18. Baggage Allowance.

Porterage at hotels for one suitcase per person is included in the tour price. Airport/train station porterage is not included unless otherwise specified in the tour details. Please be prepared to carry your own

suitcase on and off airplanes and trains and through airports and train stations.

Unless noted otherwise in the tour details, we ask that you bring only 1 checked bag and 1 carry-on bag that comply with standard air carrier requirements. We regret that we are unable to accept a second suitcase or any luggage exceeding these limits. Some tours have more restrictive regulations than listed above.

Air carrier restrictions on carry-on and checked baggage may vary from the limitations listed above. You are responsible for knowing and complying with the limitations applicable to your flights. Mockingbird is not responsible for additional fees imposed by air carriers for baggage and these fees are not included in the airfare or the tour price.

You acknowledge that your baggage and personal effects are your sole responsibility. You should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and you are responsible at all times for your own effects and belongings. No responsibility is accepted by Mockingbird for loss of or damage to baggage or any of your belongings throughout the duration of your trip. Baggage insurance is recommended.

19. Insurance.

Mockingbird strongly recommends that you purchase travel insurance with a minimum medical, evacuation, and repatriation coverage of US\$100,000, covering all applicable dates of any travel with Mockingbird. It is also strongly recommended that you extend your coverage to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience. You acknowledge that the cost of the tour does not include any insurance coverage and that you are responsible for obtaining travel insurance at your own expense. Travel insurance premiums are generally nonrefundable.

20. Optional Extras.

Optional Extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the tour description or itinerary, or in the price of the tour) do not form part of the tour. You agree that any assistance given by Mockingbird's tour leaders or other Mockingbird representative in arranging, selecting, or booking any Optional Extras is purely at your request, and Mockingbird makes no representations or warranties regarding the Optional Extras and expressly disclaims any liability whatsoever arising from any Optional Extras or participation thereon by you. Accordingly, **you hereby release Mockingbird, and its members, officers, employees and agents, from all claims and causes of action arising from any loss, damages, costs, loss of enjoyment, inconvenience, loss of or damage to property, or injuries or death related to or arising from the booking of or participation in Optional Extras.**

21. Third Party Insurance.

You may purchase travel insurance offered by a third party insurer through Mockingbird. All third party insurers are independent operators and are not owned, managed or operated by Mockingbird. By purchasing third party insurance through Mockingbird, you waive all liability of Mockingbird for such insurance.

22. Acceptance of Risk.

You acknowledge that the nature of these tours may involve a significant amount of risk to your health and/or safety. There are dangers inherent to travel generally and you acknowledge that you have considered such risks to your health and safety and are willing to assume it, by confirming the booking of your tour. You hereby assume all such risks, both known and unknown.

You acknowledge that the degree and nature of personal risk involved depends on the nature of the tour booked, or the location(s) in which such tour is to operate, and that there may be a significant degree of personal risk involved in the tour, particularly if such tour involves physical activities, travel to remote locations, carriage by watercraft, participation in “extreme sports” or other high-risk activities, or travel to countries with under-developed infrastructure. You acknowledge that standards of hygiene, accommodation and transport in some countries where tours take place are often lower than comparable standards in your home country or region. You acknowledge that you have considered the potential risks, dangers and challenges in light of your own personal capabilities and needs, and you expressly assume the risks attendant to travel under such conditions.

You acknowledge and agree that Mockingbird is not responsible for providing information or guidance to you with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where tours are operated. You must at all times strictly comply with all applicable laws and regulations of all countries and regions visited on the tour. Should you fail to comply with the above or commit any illegal act when on the tour, Mockingbird may immediately terminate your travel arrangements on the tour without any liability on Mockingbird’s part and you will not be entitled to any refund for unused or missed services or costs resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

You agree to take all prudent measures in relation to your own safety while on any Mockingbird tour, including, but not limited to, the proper use of safety devices such as seatbelts, harnesses, and helmets, and obeying all posted signs and warnings in relation to your health and safety. Mockingbird and its third party suppliers shall not be liable for any failure on your part to comply with safety instructions or recommendations.

In acknowledgement of the foregoing, you do hereby voluntarily release, forever discharge, and hold harmless Mockingbird and its members, officers, employees and agents, on behalf of yourself and your dependents, heirs, executors, administrators, and assigns, from any and all claims, demands, and causes of action arising from any losses, damages, or injuries or death resulting from or in connection with Mockingbird tours, the risks inherent in travel, or participating in activities such as those included in Mockingbird tours. This release applies to and includes, without limitation, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, losses, liabilities and other consequences, as well as those now disclosed and known to exist. You expressly acknowledge that there are no impediments or reasons why you would lack the capacity to understand and agree to this waiver.

23. Liability for Third Party Suppliers.

Mockingbird makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour operators, local guides, and other independent parties (“Third Party Suppliers”) to provide you with the travel services and other services you purchase or which form the component parts of your tour. Third Party Suppliers may also engage the services of local operators and/or sub-contractors for the provision of travel services that form part of the tour. Although Mockingbird takes all reasonable care in selecting Third Party Suppliers, Mockingbird is unable to control Third Party Suppliers and does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. The travel services and other services provided during the tour are subject to the conditions imposed by these Third Party Suppliers and their liability is limited by their terms and conditions, tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Mockingbird does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

MOCKINGBIRD IS NOT LIABLE FOR AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES, INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, OF THIRD PARTY SUPPLIERS OR ANY PARTY OTHER THAN MOCKINGBIRD AND ITS EMPLOYEES.

24. Limitation of Liability.

Mockingbird is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of you, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the tour, or a Force Majeure event (as herein defined).

Mockingbird shall have no liability for loss, theft of or damage to your baggage or personal effects while participating in a tour. Mockingbird cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Mockingbird, such as hotels, vessels, coaches, or any other mode of transportation.

In the event that any death, injury or illness is caused by the negligent acts and/or omissions of Mockingbird or its agents, **Mockingbird limits its liability to the fullest extent allowed by all applicable International Conventions.**

For claims not involving personal injury, death or illness or which are not subject to International Conventions, **any liability Mockingbird may incur for the negligent acts and/or omissions of its agents shall be limited to a maximum of the price which you paid for the tour,** not including products and services purchased from third party suppliers by Mockingbird on your behalf. Where this relates to loss of and/or damage to luggage and/or other personal possessions, Mockingbird's liability will not exceed \$1,000. Mockingbird will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you shall be precluded from making a double recovery by making the same claims and seeking recovery against Mockingbird and its suppliers, contractors or other third parties, including insurers.

Notwithstanding anything to the contrary elsewhere in these Terms, **Mockingbird shall not under any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity, nor for any other consequential, special, punitive, or indirect losses or damages.**

25. Force Majeure.

Mockingbird shall not be liable in any way to you for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect, or for Mockingbird's failure to commence, perform and/or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by an act of God, natural disasters, pandemics, war or war-like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather, or any other cause whatsoever beyond the reasonable control of Mockingbird, or an event which Mockingbird or its Third Party Suppliers, even with all due care, could not foresee; any and all of which, individually and collectively, shall constitute "Force Majeure."

26. Images and Marketing.

You agree that while participating in any Mockingbird tour, images, photos or videos may be taken by

other travelers and/or Mockingbird representatives or tour leaders that may contain or feature you in part or in whole. You acknowledges that you consent to any such pictures being taken and you hereby grant a perpetual, royalty-free, worldwide, irrevocable license to Mockingbird, its affiliates and assigns, to use and reproduce such images for any purpose whatsoever (including marketing, promotions and the creation of promotional materials), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to you or compensation payable to you.

27. Privacy Policy.

Mockingbird must collect personal information from you in order to give effect to any booking, to deliver the tours and any collateral services, and to assist in evaluating such tours. Mockingbird takes care to safeguard all client information and protect the privacy of all of our clients. Mockingbird collects, uses and discloses only that information reasonably required to enable it to provide the tours that you have requested, as described in the Mockingbird Privacy Policy, which can be accessed any time at <http://www.mockingbirdtravel.com/privacy-policy.html> and is expressly incorporated into these Terms. In particular, Mockingbird may share your information, as necessary, with our Third Party Suppliers who deliver services or components of tours, in order to enable them to provide such products and services. By submitting any personal information to Mockingbird, you indicate your acceptance of the terms of Mockingbird's Privacy Policy.

28. Severability.

In the event that any term or condition contained herein is unenforceable or void for any reason then such term or condition will be deemed severed from these Terms or amended to such extent necessary to allow all remaining terms and conditions herein to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

29. Contract Parties & Successors.

These Terms shall enure to the benefit of and be binding upon Mockingbird, you, anyone named in any booking made by you on whose behalf you are purchasing any tour, and each party's respective heirs, legal and personal representatives, successors and assigns.

30. Service Inquiries and Complaints.

You agree to bring any complaints regarding a tour to Mockingbird's attention as soon as possible in order to provide Mockingbird with the opportunity to address such complaint properly. Mockingbird assumes no liability for complaints that are not properly brought to its attention with sufficient notice for Mockingbird to resolve or attempt to resolve any complaints. Any complaint made after the completion of a tour must be received in writing by Mockingbird within 30 days after the end of the tour in question.

After returning from your tour, if you wish to inquire about any services provided, please direct all correspondence relating to those services to:

Mockingbird Travel, LLC
P.O. Box 15519
Washington, DC 20003

31. Applicable Law.

These Terms are subject to the laws of Washington, District of Columbia, United States, and you submit to the exclusive jurisdiction of the courts located in Washington, District of Columbia, United States, for

the resolution of any dispute under these Terms or in connection with a Mockingbird tour.

32. Arbitration.

Any dispute between the tour participant and Mockingbird directly or indirectly relating to these Terms shall be first submitted to mediation in Washington, District of Columbia, United States, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding arbitration under District of Columbia law. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. Any action to enforce the arbitrator's decision shall be brought in the courts in the District of Columbia. Arbitration against Mockingbird must be commenced within one year following the date of tour completion.

33. Amendments.

Mockingbird reserves the right to update or alter these Terms at any time, and shall post the amended Terms on the Mockingbird website at <http://www.mockingbirdtravel.com/booking-terms.html>. Any such amendment shall take effect 10 days following its posting to the Mockingbird website. You shall be deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on Mockingbird's website. Mockingbird recommends that you refer to the Terms prior to your travel to familiarize yourself with the most up-to-date version. No person, other than an authorized representative of Mockingbird by a document in writing, is authorized to vary, add, or waive any of these terms or conditions.

34. Trademarks.

Mockingbird's logos and GO FOR THE GREATER GOOD are registered trademarks owned by Mockingbird Travel, LLC and may not be used without permission.