WHOLESALE

BOOKING TERMS & CONDITIONS, ASSUMPTION OF RISK & LIABILITY RELEASE, PHOTOGRAPHY & MEDIA POLICY

Policy Version: October 2026

BOOKING CONDITIONS

A. **TO MAKE A WHOLESALE BOOKING:** All wholesale bookings are made with Hammock Expeditions LLC, hereafter referred to as "the Company," by the tour operator, travel company, organization or other business entity purchasing travel services from the Company, hereafter referred to as the "Booking Agency." A binding agreement between the Company and the Booking Agency will exist once the Booking Agency has accepted the Company's proposal or confirmed its intention to proceed, the Company has acknowledged the booking, and any required initial payment has been received. The Booking Agency acknowledges that it is contracting with the Company for the travel services described in the applicable proposal, quotation, itinerary or confirmation and that these Wholesale Booking Terms & Conditions form part of that agreement. The Booking Agency is responsible for its contractual relationship with its own clients and travelers, including communicating applicable program requirements, policies and conditions to those clients and travelers. Unless otherwise agreed in writing, the Company's contractual relationship under these Wholesale Booking Terms & Conditions is with the Booking Agency. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, USA.

B. **PAYMENT:** The Booking Agency will make payments according to the payment schedule established by Hammock Expeditions for the applicable program. Wholesale bookings are generally structured using a series of scheduled payments; however, payment amounts and due dates may vary depending upon the departure date, timing of the booking, supplier requirements and other program-specific circumstances. **The payment schedule established for the applicable program forms part of the Booking Agency's booking requirements, and all payments must be received by the stated due dates.** The Booking Agency is responsible for ensuring that all payments are received by Hammock Expeditions by the required deadlines. The Booking Agency's payment obligations to Hammock Expeditions are independent of whether or when the Booking Agency receives payment from its own clients or travelers. Payments received by Hammock Expeditions are used to secure and pay for accommodations, transportation, activities, airfare and other supplier services associated with the program. Accordingly, **payments made toward the booking are non-refundable once received, except where otherwise expressly stated by Hammock Expeditions or required by applicable law.** If a required payment is not received by the stated due date, Hammock Expeditions reserves the right to suspend further arrangements, withhold documents or confirmations, or cancel the booking. Any supplier penalties, cancellation charges or other costs resulting from late or missed payments by the Booking Agency will be the responsibility of the Booking Agency. Finance handling fees, including applicable credit card processing fees, are non-refundable.

C. **PRICES:** Prices quoted by the Company are based upon the itinerary, services, group size, traveler composition, travel dates, exchange rates and other requirements provided at the time the quotation is prepared. Unless otherwise stated, prices are quoted in U.S. Dollars (USD). Where applicable, airfare included in a quotation may initially be based upon an estimated or prevailing market rate. Once flight arrangements are available for confirmation, the Company will advise the Booking Agency of any material difference between the estimated airfare and the actual cost. The Booking Agency may then elect to accept the revised airfare or, where feasible, arrange air transportation independently. Prices may be adjusted when changes are requested or required after booking, including changes to the itinerary, travel dates, group size or composition, accommodations, transportation, activities or other services. **The Company also reserves the right to pass on increases outside its reasonable control, including changes in exchange rates, transportation or fuel costs, government-imposed taxes or fees, supplier charges, and airport, port or similar fees. The Company will advise the Booking Agency of any such adjustment as soon as reasonably practicable.** Any additional optional services, upgrades or requirements requested by the Booking Agency or its clients will be charged separately unless specifically included in the agreed quotation.

D. **CANCELLATIONS & AMENDMENTS:** All cancellations and amendments must be submitted to Hammock Expeditions in writing by the Booking Agency. The effective date of a cancellation or amendment will be the date on which written notification is received by the Company. Hammock Expeditions is required to make advance payments and financial commitments to suppliers in order to secure accommodations, transportation, activities, airfare and other program services. As these commitments are made using payments received from the Booking Agency, **payments made toward a booking are non-refundable once received, except where otherwise expressly stated by Hammock Expeditions or required by applicable law.** The Booking Agency's cancellation and payment obligations to Hammock Expeditions are independent of any cancellation, refund or payment arrangements between the Booking Agency and its own clients or travelers. The Booking Agency is responsible for ensuring that its clients and travelers understand the mandatory travel protection requirements applicable to the program. Travelers who cancel should pursue any eligible reimbursement through their applicable travel protection policy.

Replacement Travelers: If a traveler cancels and the Booking Agency identifies an eligible replacement traveler, Hammock Expeditions will make reasonable efforts to transfer applicable amounts previously paid toward the original traveler's booking to the replacement traveler, subject to supplier requirements and availability. Any reimbursement or financial arrangement between the original traveler and replacement traveler is the responsibility of the Booking Agency and/or those parties and will not be administered by Hammock Expeditions. **Any additional costs associated with the substitution, including airline name-change fees, ticket reissue charges, fare differences or other supplier-imposed fees, will be the responsibility of the Booking Agency and must be paid before the substitution can be completed.** A substitution may not always be possible after airline tickets, accommodations, admission tickets or other services have been issued or confirmed in a traveler's name. Any substitution remains subject to the rules and approval of the applicable supplier.

Group Changes & Amendments: Requests to amend a confirmed booking, including changes to travel dates, group size, traveler composition, accommodations, transportation, activities or other program services, are subject to availability and supplier approval. Any additional costs, penalties or changes in price resulting from an amendment will be the responsibility of the Booking Agency. Reductions in group size may result in recalculation of the per-person program price or other group costs. Hammock Expeditions will advise the Booking Agency of any resulting price adjustment as soon as reasonably practicable. Finance handling fees, including applicable credit card processing fees, are non-refundable.

E. **CHANGES TO THE PROGRAM:** The Company makes every reasonable effort to operate programs as described in the confirmed itinerary. However, travel arrangements may occasionally require modification due to circumstances beyond the Company's reasonable control, including supplier changes, transportation schedules, weather conditions, safety considerations, local conditions, closures or other operational requirements. The Company reserves the right to make reasonable changes to accommodations, transportation, activities, routing, scheduling or other program components when necessary for the safe and effective operation of the program. When a significant change becomes necessary, the Company will notify the Booking Agency as soon as reasonably practicable. Whenever possible, the Company will seek to provide an alternative of a comparable standard or experience. **Changes that become necessary due to circumstances beyond the Company's reasonable control do not automatically entitle the Booking Agency or its clients or travelers to a refund. Any refund, credit or additional charge will depend upon the circumstances of the change, amounts recoverable from suppliers and any additional costs incurred in providing alternative arrangements.** If the Booking

Agency requests changes to the agreed program, those changes will be subject to availability, supplier approval and any additional costs or fees associated with the requested change.

F. **FORCE MAJEURE:** Hammock Expeditions will not be liable for any failure, delay, cancellation, change or interruption to a program resulting from circumstances beyond the Company's reasonable control. Such circumstances may include, but are not limited to, severe weather or natural disasters, fire, flood, epidemic or pandemic, war or threat of war, terrorism, civil unrest, government action or restrictions, border closures, labor disputes or strikes, transportation disruption, utility or infrastructure failure, supplier closure, or other events that could not reasonably have been anticipated or avoided by the Company. When a force majeure event affects a program, the Company will make reasonable efforts to modify arrangements, secure alternative services or otherwise assist the Booking Agency and its travelers where practicable. **Any additional costs resulting from a force majeure event, including alternative accommodations, transportation, meals, revised travel arrangements or other necessary services, will be the responsibility of the Booking Agency unless those costs are recoverable from the applicable supplier or covered by insurance or travel protection. The Company will not be responsible for costs that are not recoverable from suppliers.** Any refund or credit available following a force majeure event will be limited to amounts actually recovered by the Company from suppliers, less any non-refundable costs, fees or expenses already incurred in connection with the booking.

G. **HAMMOCK EXPEDITIONS' RESPONSIBILITIES:** Hammock Expeditions will exercise reasonable care in selecting and arranging the accommodations, transportation, activities and other services included in the agreed program and will make reasonable efforts to provide those services as described in the confirmed itinerary. Many components of the program are provided by independent suppliers, including airlines, transportation companies, accommodations, restaurants, guides, instructors, attractions and activity providers. These suppliers are independent entities and are responsible for the operation and delivery of their respective services. The Company will make reasonable efforts to assist the Booking Agency and its travelers when problems arise with a supplier or program service and, where practicable, will work to identify appropriate alternative arrangements. **The Company is not responsible for the acts, omissions, negligence, cancellations, delays, operational decisions or failures of independent suppliers except to the extent that liability may not lawfully be excluded or limited.** The Company is also not responsible for loss, damage, delay or additional expense resulting from a participant's actions, failure to follow applicable instructions or requirements, or circumstances otherwise outside the Company's reasonable control, subject to applicable law.

H. **COMPLAINTS:** If a problem or concern arises during a program, it should be brought to the attention of the Hammock Expeditions Tour Director, representative or appropriate supplier as soon as reasonably possible so that efforts can be made to address the matter while the program is in progress. The Booking Agency should also be notified of any significant concern involving its clients or travelers. If the matter is not resolved during the program, the Booking Agency must submit any formal complaint to the Company in writing, providing sufficient information for the matter to be reviewed. Whenever possible, supporting documentation should be included. **The Booking Agency is responsible for managing communications with its own clients or travelers regarding complaints, claims or requests for compensation and should not make commitments regarding refunds, credits or compensation on behalf of Hammock Expeditions without the Company's prior written approval.**

I. **BOOKING AGENCY RESPONSIBILITIES:** The Booking Agency is responsible for maintaining the direct relationship with its clients and travelers and for ensuring that all information, requirements and policies provided by Hammock Expeditions that are applicable to the program are communicated accurately and in a timely manner. The Booking Agency is responsible for providing the Company with complete and accurate traveler and group information by the required deadlines, including names, rooming information, dietary requirements, accessibility needs, medical or other relevant information requested for the safe and effective operation of the program. The Booking Agency must ensure that its clients and travelers are informed that participation in a Hammock Expeditions-operated program is subject to the applicable **Student & School Group Code of Conduct** or **Traveler Code of Conduct**, together with any additional requirements established by the school, organization, transportation provider, accommodation, activity provider or other program supplier. For programs involving minors, the Booking Agency is responsible for ensuring that the school, organization or group provides appropriate teachers, chaperones, parents, legal guardians or other designated adults to supervise the minors throughout the program. **At no time does a Hammock Expeditions Tour Director, representative, guide or other member of the travel team assume responsibility for the supervision or care of a minor traveling as part of a school, family or other accompanied group. Responsibility for the minor remains with the appropriate teacher,**

chaperone, parent, legal guardian or other designated accompanying adult. The Booking Agency must promptly communicate to the Company any known circumstance that could materially affect a participant's ability to safely participate in the program or that requires special arrangements, subject to applicable privacy and data-protection requirements.

Participant Conduct & Additional Costs: The Booking Agency is responsible for ensuring that its clients and travelers understand and comply with the applicable Code of Conduct and the reasonable safety and operational requirements of the program. **The Booking Agency will be financially responsible to Hammock Expeditions for additional costs incurred as a result of the actions, conduct or circumstances of its clients or travelers when those costs are not otherwise paid directly by the responsible participant, parent or legal guardian.** Such costs may include, but are not limited to, additional supervision, replacement accommodations, transportation, airfare, meals, change fees, supplier penalties, forfeited payments, damage to property or equipment, removal from an activity or program, early return travel and expenses resulting from a member of the school, group or travel team being required to separate from or alter arrangements with the main group. **If the conduct of one or more participants results in the group being removed from an accommodation, activity, venue, transportation service or other program facility, the Booking Agency will be responsible to Hammock Expeditions for the additional costs required to relocate, transport, accommodate or otherwise continue arrangements for the group, together with any non-refundable or forfeited amounts arising from the incident.** The Booking Agency may seek reimbursement from its client, traveler, parent, legal guardian or other responsible party in accordance with its own terms and contractual arrangements; however, those arrangements will not affect the Booking Agency's financial obligations to Hammock Expeditions under these Wholesale Booking Terms & Conditions.

J. **ADVERTISING & REPRESENTATION OF PROGRAMS:** The Booking Agency may market and resell programs provided by Hammock Expeditions to its own clients under the Booking Agency's own brand, unless otherwise agreed in writing. The Booking Agency is responsible for ensuring that descriptions of the program, itinerary, accommodations, activities, inclusions and other services provided to its clients accurately reflect the information supplied by the Company. The Booking Agency must not make representations, guarantees or commitments regarding Hammock Expeditions, its programs or suppliers that have not been authorized or confirmed by the Company. Any material changes made by the Booking Agency to the description or presentation of a Hammock Expeditions program must not misrepresent the services actually being provided. **The Booking Agency may not make commitments regarding program inclusions, upgrades, refunds, credits, compensation, complimentary services or other benefits on behalf of Hammock Expeditions without the Company's prior written approval.** The Booking Agency is responsible for its own marketing materials, advertising, client communications and representations made to its clients.

K. **TRAVEL PROTECTION: Travel protection is mandatory for all participants traveling on a Hammock Expeditions-operated program. Participants who do not have the required travel protection will not be permitted to participate in the program.** The Booking Agency is responsible for informing its clients and travelers of this requirement and for ensuring that all participants obtain appropriate travel protection prior to departure. Travel protection should provide coverage appropriate to the destination, activities and individual traveler, including coverage for circumstances such as trip cancellation or interruption, travel delay, medical expenses, emergency medical transportation or evacuation, and lost or delayed baggage, as applicable. The Booking Agency and its travelers are responsible for reviewing the terms, coverage limits, exclusions and requirements of their chosen policy and determining whether the coverage is appropriate for their individual circumstances. Travel protection policies are issued and administered by independent insurance providers. Coverage decisions, exclusions, claims, reimbursements and eligibility are determined by the applicable insurer and policy and not by Hammock Expeditions. **Failure to obtain or maintain the required travel protection does not relieve the Booking Agency of its payment, cancellation or other financial obligations to Hammock Expeditions under these Wholesale Booking Terms & Conditions.**

L. **ACCESSIBILITY, DIETARY & SPECIAL REQUIREMENTS:** The Booking Agency is responsible for identifying and communicating to Hammock Expeditions any accessibility needs, dietary requirements, food allergies or other special requirements of its travelers that may affect program arrangements or safe participation. This information should be provided as early as reasonably possible and within any deadlines established for the applicable program. Late notification may limit the ability of Hammock Expeditions or its suppliers to accommodate a request. Hammock Expeditions will make reasonable efforts to communicate dietary requirements and food allergies to applicable hotels, restaurants and other meal providers. Group meals may be provided from fixed or limited menus, and the availability of alternatives will vary

by destination and supplier. **Hammock Expeditions cannot guarantee that every dietary requirement or preference can be accommodated, particularly where services are provided by independent suppliers or in destinations where suitable alternatives may be limited. If a participant chooses to order food or beverages outside the included group menu, or requests items beyond those provided as part of the program, any additional cost will be the responsibility of the participant and/or Booking Agency, as applicable.** Hammock Expeditions cannot guarantee highly specialized dietary preferences or meal plans that cannot reasonably be accommodated by the restaurants, hotels or other suppliers used by the group.

Hammock Expeditions will make reasonable efforts to accommodate disclosed accessibility and other special requirements. However, accommodations cannot be guaranteed, particularly where services are provided by independent suppliers or in destinations where suitable alternatives may be limited. **Where a traveler requires personal assistance, mobility support, behavioral support, medical assistance, supervision or other individualized support in order to participate in the program, the Booking Agency is responsible for ensuring that the traveler is accompanied by an appropriate parent, guardian, caregiver, aide or other support person capable of providing the required assistance. Hammock Expeditions Tour Directors, guides and representatives do not provide personal care or individualized support services.** The Booking Agency is responsible for ensuring that travelers understand any limitations communicated by Hammock Expeditions or its suppliers and for providing any additional information reasonably requested in connection with a special requirement. Travelers with medical conditions, limited mobility or other circumstances that could affect safe participation in an activity are responsible for considering their individual ability to participate and complying with any health, fitness, certification, age or other participation requirements established by the applicable activity provider.

M. **PARTICIPANT ASSUMPTION OF RISK & LIABILITY RELEASE:** The Booking Agency acknowledges that participation in travel and program activities involves inherent risks and that Hammock Expeditions requires participants to be informed of and, where applicable, acknowledge the Company's Assumption of Risk Statement & Liability Release. **The Booking Agency is responsible for providing the applicable Assumption of Risk Statement & Liability Release to its clients and travelers and for ensuring that any required acknowledgment, consent or acceptance is obtained before participation in the program.** For participants under the age of legal majority, the Booking Agency is responsible for ensuring that any required acknowledgment or consent is obtained from the participant's parent or legal guardian. The Booking Agency must not modify the Company's Assumption of Risk Statement & Liability Release, waive its requirements, or make representations inconsistent with its terms without the Company's prior written approval. The Assumption of Risk Statement & Liability Release appearing below forms a separate participant acknowledgment and must be accepted by the appropriate participant, parent or legal guardian as required.

N. **SEVERABILITY:** If any provision of these Wholesale Booking Terms & Conditions is determined by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be modified or limited to the minimum extent necessary or, if necessary, severed from the Agreement. The remaining provisions will continue in full force and effect and will not be affected by the invalidity or unenforceability of any other provision.

O. **GOVERNING LAW AND VENUE SELECTION:** These Wholesale Booking Terms & Conditions and any agreement between the Booking Agency and Hammock Expeditions LLC arising from or relating to a booking will be governed by and construed in accordance with the laws of the **State of Arkansas, USA**, without regard to conflict-of-law principles. **To the extent permitted by applicable law, any legal action or proceeding arising from or relating to these Wholesale Booking Terms & Conditions, a booking, or services provided by the Company must be brought in the appropriate state or federal court located in the State of Arkansas, USA, and the Booking Agency agrees to the jurisdiction of those courts.** The Booking Agency acknowledges that its own contracts with its clients or travelers may be subject to different laws or jurisdictions. Such arrangements will not alter the governing law or venue applicable to the contractual relationship between the Booking Agency and Hammock Expeditions LLC.

P. **WHOLESALE AGENCY ACKNOWLEDGEMENT:** By accepting a booking with Hammock Expeditions LLC, the Booking Agency acknowledges that it has reviewed, understood and agrees to be bound by these Wholesale Booking Terms & Conditions. The Booking Agency confirms that it has authority to enter into this Agreement and accepts responsibility for fulfilling the obligations assigned to the Booking Agency throughout these terms, including payment obligations, traveler communications, required travel protection, participant conduct and applicable additional costs. **The Booking Agency acknowledges its responsibility to provide its clients and travelers with all applicable Hammock Expeditions policies,**

requirements, Codes of Conduct and the Assumption of Risk Statement & Liability Release, and to obtain any required acknowledgment or consent from participants and, where applicable, parents or legal guardians. The Booking Agency is responsible for providing its clients and travelers with notice of Hammock Expeditions' Photography & Media Policy prior to travel and for advising participants of the procedure for declining the use of identifiable photographs or recordings. **Photography and media consent is voluntary and participants who do not wish to grant permission must follow the opt-out procedure described in the Photography & Media Policy.** The Booking Agency further acknowledges that its contractual arrangements with its own clients or travelers do not alter its obligations to Hammock Expeditions under these Wholesale Booking Terms & Conditions. **By confirming a booking with Hammock Expeditions LLC and/or making payment toward that booking, the Booking Agency acknowledges and accepts these Wholesale Booking Terms & Conditions.**

ASSUMPTION OF RISK STATEMENT & LIABILITY RELEASE

1. Purpose & Acknowledgment of Risk

Participation in travel programs and activities involves inherent risks that cannot be completely eliminated, even when reasonable safety precautions are taken. These risks may vary depending upon the destination, itinerary, transportation, accommodations, activities and individual circumstances of the participant. Program activities may include transportation by air, land or water; walking or hiking; outdoor and adventure activities; recreational or sporting activities; interaction with wildlife or natural environments; participation in educational, cultural or community-based experiences; and other activities described in the applicable itinerary. Participants acknowledge that travel may also involve risks associated with unfamiliar environments, weather conditions, illness or injury, transportation delays or disruptions, changes in local conditions and other circumstances that may be outside the reasonable control of Hammock Expeditions. Each participant is responsible for considering their own ability to participate safely in the program and for following applicable safety instructions, activity requirements and restrictions communicated by Hammock Expeditions, guides, instructors, transportation providers or other authorized program personnel.

2. Participant Health & Fitness / Special Requirements

Participants are responsible for considering their own health, physical condition, mobility and ability to participate safely in the travel program and activities included in their itinerary. Certain programs or activities may involve walking, physical exertion, uneven terrain, altitude, water-based activities, outdoor environments or other conditions that require an appropriate level of physical ability or fitness. Participants are responsible for providing accurate and timely information regarding any dietary requirement, allergy, accessibility need, medical condition or other circumstance that may require special arrangements or could materially affect safe participation in the program. Only information reasonably necessary to assist with program arrangements or safety should be provided. Hammock Expeditions will make reasonable efforts to accommodate disclosed requirements and to communicate relevant needs to applicable suppliers; however, not every request can be guaranteed, particularly when services are provided by independent suppliers or in destinations where appropriate alternatives may be limited. **A participant who requires personal assistance, mobility support, behavioral support, medical assistance, supervision or other individualized support in order to participate must travel with an appropriate parent, guardian, caregiver, aide or other support person capable of providing the required assistance. Hammock Expeditions Tour Directors, guides and representatives do not provide personal care or individualized support services.** Participants must comply with any health, fitness, certification, age or other participation requirements established for an activity by the applicable provider or instructor. A participant may be restricted from an activity when the applicable provider determines that participation would not meet its requirements or could create an unreasonable safety risk.

3. Medical Treatment & Emergencies

In the event of an accident, illness, injury or other medical emergency during the program, participants should seek appropriate medical assistance and notify a Hammock Expeditions Tour Director, representative, group leader or other appropriate person as soon as reasonably possible. When a participant is unable to arrange care for themselves, Hammock Expeditions may take reasonable steps to assist in obtaining emergency medical treatment, transportation or other appropriate assistance. Such assistance may include contacting emergency services, medical providers, the participant's emergency contact, parent or legal guardian, travel protection provider or other appropriate party. **Hammock Expeditions does not provide medical care and cannot**

guarantee the availability, quality or outcome of medical treatment. Medical decisions remain the responsibility of qualified medical professionals and, where applicable, the participant, parent or legal guardian. Participants are responsible for medical, transportation, evacuation, accommodation and other expenses arising from an illness, injury or medical emergency, including expenses not covered or reimbursed by the participant's required travel protection. For a minor traveling with a parent, legal guardian, teacher, chaperone or other designated accompanying adult, that adult retains responsibility for the minor's care and supervision during a medical incident. Hammock Expeditions personnel may assist with arrangements but do not assume the role of the minor's parent, guardian or caregiver. When immediate action is reasonably necessary to protect a participant's health or safety and the appropriate responsible party cannot be reached in time, Hammock Expeditions may assist in arranging emergency services or transportation based upon the information reasonably available at the time.

4. Travel Protection

Travel protection is mandatory for all participants traveling on a Hammock Expeditions-operated program. Participants who do not have the required travel protection will not be permitted to participate in the program. Participants are responsible for obtaining and maintaining appropriate travel protection for the duration of their travel. Coverage should be appropriate to the destination, itinerary, planned activities and individual circumstances of the traveler and should include applicable protection for trip cancellation or interruption, travel delay, medical expenses, emergency medical transportation or evacuation, and lost or delayed baggage. Participants are responsible for reviewing the terms, coverage limits, exclusions and requirements of their chosen policy and for understanding the procedures required to make a claim. Travel protection policies are issued and administered by independent insurance providers. Decisions regarding coverage, exclusions, claims, reimbursements and eligibility are made by the applicable insurer under the terms of the policy and not by Hammock Expeditions. **Any costs or losses that are not covered or reimbursed by a participant's travel protection remain the responsibility of the participant, parent or legal guardian, as applicable, and do not become the responsibility of Hammock Expeditions.** For wholesale programs, the Booking Agency is responsible for communicating the mandatory travel protection requirement to its clients and travelers and for ensuring that participants meet the requirement prior to travel.

5. Participant Conduct

Participants are expected to conduct themselves responsibly throughout the program and to comply with applicable laws, safety requirements, program rules and the reasonable instructions of Hammock Expeditions representatives, guides, instructors, transportation personnel, activity providers and other authorized personnel. All participants are subject to the applicable **Student & School Group Code of Conduct** or **Traveler Code of Conduct**, as appropriate to the program. Participants are responsible for reviewing and complying with the requirements contained in the applicable Code of Conduct. **Hammock Expeditions reserves the right to restrict or remove a participant from an activity or from part or all of a program when the participant's conduct creates a safety concern, significantly disrupts the program, violates the applicable Code of Conduct, or interferes with the safety, rights or reasonable enjoyment of other participants.** When immediate action is reasonably necessary to protect the safety or well-being of a participant or others, Hammock Expeditions or an authorized activity or service provider may take appropriate action without following a progressive disciplinary process. **Any additional expenses resulting from a participant's conduct, restriction or removal from an activity or program remain the responsibility of the participant, parent or legal guardian, as applicable, including costs not covered or reimbursed by travel protection.** For wholesale programs, these participant responsibilities do not limit or alter any separate financial obligations of the Booking Agency under the Wholesale Booking Terms & Conditions.

6. Minors & Supervision

When a minor participates in a program as part of a school group, family group or other program in which the minor travels with a parent, legal guardian, teacher, chaperone or other designated accompanying adult, responsibility for the minor's supervision, behavior and general care remains with the applicable accompanying adult or group. **Unless Hammock Expeditions has expressly agreed in writing to provide supervision as part of a specific program, Hammock Expeditions Tour Directors, representatives, guides and other members of the travel team do not assume responsibility for the supervision or care of minors.** Teachers, chaperones, parents, legal guardians and other designated accompanying adults are responsible for ensuring that minors in their care comply with the applicable Code of Conduct, program requirements, safety instructions and any supervision arrangements established for the group. Qualified guides or instructors may provide direct instruction and safety oversight during a particular activity. **Such instruction or activity-specific oversight does not transfer overall supervisory responsibility for the minor to Hammock Expeditions unless supervisory responsibility has expressly been included as part of the applicable program.** For

programs in which Hammock Expeditions expressly undertakes responsibility for the supervision of minors, the scope and terms of that supervision will be governed by the specific policies, agreements and participant requirements applicable to that program.

7. Release of Liability

In consideration of being permitted to participate in a Hammock Expeditions-operated program, the participant acknowledges and voluntarily accepts the inherent risks associated with travel and participation in the activities included in the applicable program. To the fullest extent permitted by applicable law, the participant releases and agrees to hold harmless Hammock Expeditions LLC, together with its officers, employees, Tour Directors, representatives and agents, from claims arising from the inherent risks of participation in the program, except to the extent that liability cannot lawfully be waived or limited. This release is intended to apply to claims for personal injury, illness, property damage, loss or other harm arising from risks inherent in travel or participation in program activities, including risks described elsewhere in this Assumption of Risk Statement & Liability Release. **The participant understands that this Release affects legal rights and that acceptance of this Release is a condition of participation in the applicable Hammock Expeditions program.** Nothing in this Release is intended to waive or limit any right or remedy that cannot legally be waived or limited under applicable law. For a participant under the age of legal majority, the required acknowledgment or consent must be provided by a parent or legal guardian as required by the applicable program and law.

8. Indemnification

The participant agrees to be responsible for losses, damages, costs or expenses resulting from the participant's own actions, misconduct, violation of applicable laws or program requirements, or failure to comply with the applicable Code of Conduct. **To the fullest extent permitted by applicable law, the participant agrees to indemnify and hold harmless Hammock Expeditions LLC, its officers, employees, Tour Directors, representatives and agents from claims, losses, damages, liabilities or reasonable costs arising from the participant's actions or conduct, including claims brought by third parties as a result of those actions or conduct.** For a participant under the age of legal majority, any indemnification obligation intended to apply to a parent or legal guardian must be acknowledged by that parent or legal guardian and will apply only to the extent permitted by applicable law. For wholesale programs, this participant obligation is separate from and does not limit any indemnification, payment or financial responsibility imposed upon the Booking Agency under the Wholesale Booking Terms & Conditions.

9. Acknowledgment / Knowing & Voluntary Acceptance

The participant acknowledges that they have had the opportunity to review this Assumption of Risk Statement & Liability Release, understand its terms, and understand that it affects certain legal rights. The participant acknowledges the inherent risks associated with travel and participation in the program and voluntarily chooses to participate with an understanding of those risks and of the responsibilities described in this document. **By accepting this Assumption of Risk Statement & Liability Release, the participant confirms that the acceptance is made knowingly and voluntarily and that the participant intends to be bound by its terms to the fullest extent permitted by applicable law.** For a participant under the age of legal majority, the participant's parent or legal guardian must provide any acknowledgment, consent or acceptance required on behalf of the minor. The parent or legal guardian confirms that they have reviewed this document and have authority to provide the required acknowledgment or consent for the minor. Acceptance may be completed electronically or in writing through the applicable registration, acknowledgment or participant-consent process. An electronic acknowledgment is intended to have the same effect as a written acknowledgment to the extent permitted by applicable law. For wholesale programs, the Booking Agency is responsible for obtaining and maintaining the required participant or parent/legal guardian acknowledgment in accordance with the Wholesale Booking Terms & Conditions.

10. Claims, Governing Law & Venue

Any claim or dispute arising from or relating to participation in a Hammock Expeditions-operated program, this Assumption of Risk Statement & Liability Release, or the services provided in connection with the program will be governed by and construed in accordance with the laws of the **State of Arkansas, USA**, without regard to conflict-of-law principles. **To the extent permitted by applicable law, any legal action or proceeding arising from or relating to this Assumption of Risk Statement & Liability Release or participation in a Hammock Expeditions-operated program must be brought in an appropriate state or federal court located in the State of Arkansas, USA, and the participant agrees to the jurisdiction of those courts.** Participants should notify Hammock Expeditions of any claim or dispute in writing as soon as reasonably practicable and provide sufficient information and supporting documentation to allow the matter to be reviewed. Nothing in this section is intended to shorten or waive any statutory limitation period or other legal right that cannot lawfully be shortened or waived.

PHOTOGRAPHY & MEDIA POLICY

Hammock Expeditions LLC, its staff, representatives and authorized program partners may take photographs or video recordings during tours, activities and events for the purpose of documenting and showcasing program experiences.

Unless Hammock Expeditions is notified that permission has been declined, photographs and recordings taken during a program may be used in print or electronic materials, including websites, social media, presentations, brochures, advertisements, publicity and other promotional or educational content.

Hammock Expeditions will not identify a participant by full name in connection with an image or recording without separate permission, except where otherwise authorized or required.

Photography and media permission is voluntary and is not a condition of participation in a Hammock Expeditions-operated program. Participants who do not wish to grant permission for Hammock Expeditions to use identifiable photographs or recordings for promotional or marketing purposes must notify Hammock Expeditions in writing prior to travel. For a minor participant, the opt-out request must be submitted by a parent or legal guardian with authority to act on the minor's behalf.

The written opt-out notice should identify the participant, group name, program destination and departure date so that Hammock Expeditions can appropriately identify the participant and communicate the restriction to relevant program personnel. When an opt-out request has been received, Hammock Expeditions will make reasonable efforts to avoid intentionally featuring that participant in identifiable photographs or recordings used for promotional or marketing purposes. Hammock Expeditions cannot guarantee that a participant will not appear incidentally in crowd scenes, group settings, public locations or backgrounds, or in photographs or recordings taken independently by other travelers or third parties.

The Booking Agency is responsible for communicating this Photography & Media Policy and opt-out procedure to its clients and travelers prior to travel.

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