



## Terms and Conditions for Birds Georgia Travel Program (Updated July 2024)

These General Terms and Conditions apply to all Birds Georgia Travel Program events and additional tour related services. By signing up for a Birds Georgia Travel Program event, you and all members of your party agree to these Terms and Conditions.

- 1. GENERAL LIABILITY RELEASE** By signing up for a trip, workshop, or attending a field trip sponsored by Birds Georgia, I acknowledge that these activities can be hazardous and that I could be injured. I agree that I am voluntarily participating in these activities and assume any risk of physical injury or damage to my property. In addition, I grant Birds Georgia, its representatives and employees the right to take photographs of me and my property during the program, and authorize Birds Georgia to use and publish the same in print and/or electronically. I agree that Birds Georgia may use such photographs of me with or without my name and for any lawful purpose, including, for example, publicity, illustration, advertising, and web content.
- 2. COST & BASIS FOR RATE** All prices and fares are quoted in U.S. Dollars. Under normal circumstances, the cost is guaranteed at the time of booking. In the event that we determine that current costs create an unsustainable financial model, including but not limited to increases in the price of fuel, currency fluctuations, increases in government taxes or levies, or other increased costs, we reserve the right to pass on these costs to you to cover such unexpected increases. We will always provide a transparent accounting of the reason for increase in costs, no later than ninety (90) days prior to the Birds Georgia Travel Program event. Unused services included are non-refundable. Unless specified, costs do not include airfare to arrival and departure airports, personal insurance, passport fees, visa, immigration fees, passenger facility charges, immigration fees, international transportation taxes, extra baggage fees, travel vaccinations, or health screening/testing fees, nor do costs include items of a personal nature during travel, such as alcoholic beverages, WiFi, and laundry. Certain optional itinerary components may be charged separately should you elect to take them.
- 3. REFUNDS & CANCELLATIONS** In the event of your cancellation, you will be charged cancellation fees as set forth in your tour's cancellation policy. If Birds Georgia cancels a trip for any reason, at Birds Georgia's discretion, either (i) the trip will be rescheduled; or (ii) you will be refunded the tour price, as set forth in more detail below. In case of

rescheduling, you will be notified via email of new trip dates. In case of a cancellation, you will be notified via email of the cancellation fees and refund.

- a. **PARTICIPANT CANCELLATIONS** This section shall apply to any cancellations and revisions made by you after paying your deposit/registration fee for any Birds Georgia Travel Program event.

The effective date of any cancellation will be the date on which Birds Georgia receives your cancellation notice. Cancellations may be made by contacting the Birds Georgia host/leader for your tour. We strongly recommend the purchase of trip cancellation insurance. Any revisions you make after paying your deposit or registration fees, such as changing your choice of trip offered through the Birds Georgia Travel Program, may be subject to certain cancellation fees. No refunds are available once a tour has started, nor in respect of any package, accommodation, meals, or any other services utilized.

Each Birds Georgia Travel Program event will include details on that tour's cancellation policies. In all cases, cancellations by the participant will incur a \$50 cancellation fee (per person) and forfeiture of all credit card/ACH processing fees, as well as any non-refundable payments that Birds Georgia has made on your behalf to tour operators and/or partners.

If a cancellation policy is not specified in your tour description, the following Birds Georgia Travel Program Cancellation Policy will apply:

Cancellation Penalty-Participant Cancellations	Number of Days Prior to Travel	
	Domestic Tour	International Tour
Full refund of registration fees paid, minus a \$50 cancellation fee and forfeiture of all credit card/ACH processing fees and/or nonrefundable payments made to tour operators incurred by Georgia Audubon	More than 120 days	More than 180 days
50% refund of registration fees paid, minus a \$50 cancellation fee and forfeiture of all credit card/ACH processing fees and/or nonrefundable payments to tour operators incurred by Georgia Audubon*	90 days to 119 days	150 days to 179 days
Non-refundable*	Less than 90 days	Less than 150 days

\*If a participant is found to fill the vacated spot, the trip payment is fully refundable, less a \$50 handling fee (per person) and forfeiture of all credit card/ACH processing fees and/or nonrefundable payments to tour operators incurred by Birds Georgia.

- b. **BIRDS GEORGIA CANCELLATIONS** While Birds Georgia makes reasonable efforts to hold advertised Birds Georgia Travel Program events, certain circumstances, including force majeure events, travel restrictions, and lack of participant interest in certain trips may result in Birds Georgia's cancellation or rescheduling of any advertised trip. With regard to cancellation or rescheduling of any Birds Georgia Travel Program, Birds Georgia is not responsible for any airline, train, or other mode of transportation ticket fees, other costs, or

reimbursements due to cancellation under any circumstance. We strongly recommend the purchase of trip cancellation insurance.

4. **CHANGES TO THE ITINERARY** Birds Georgia and its tour partners reserve the right to make changes to the itinerary that we think will improve the trip and/or due to local conditions, both before the trip and during. If changes are made to the itinerary prior to the trip, participants will be notified, but changes made to the itinerary do not change the terms of our cancellation policy. If it is necessary to change hotels or other accommodations, comparable accommodations will be substituted wherever possible.
5. **PASSPORTS, VISAS, HEALTH REQUIREMENTS** You are responsible, regardless of the passport you hold, to check with the appropriate consulates to determine the applicable passport, visa, governmental entry or exit requirements, and health certificates, testing, or vaccinations required. Entry and health requirements are subject to change without notice, you are advised to verify entry and health requirements well in advance of travel.
6. **TRAVEL INSURANCE** We strongly recommend that, at the time of the booking, a comprehensive travel insurance policy be purchased, which includes “cancel for any reason” type coverage.
7. **HEALTH CONDITIONS** Birds Georgia Travel Program events are accessible for all persons in good health, but they do not require an exceptional physical condition or any technical or special knowledge (unless indicated so), but the travelers must be ready to (and willing to) provide a reasonable physical effort in relation with the tour chosen. You are responsible for informing Birds Georgia or its tour partners of any known illness, disabilities, allergies, or medical condition prior to travel. If you are under medical prescription, you must have your medication with you in your immediate possession at all times during the tour and should inform the guide of your condition. If your health or conduct appears to endanger the safe and sound progress of a tour, you may be excluded from the tour at the sole and exclusive discretion of the guide. Furthermore, it is recommended that you have adequate health and/or hospitalization insurance in your respective home county.
8. **PERSONAL PROPERTY** All baggage and personal property are at all times and in all circumstances at the risk of the trip participant. We recommend that you obtain appropriate insurance to cover the cost of any loss or damage. The guides, transportation providers, hotels, and other suppliers who provide services during a Birds Georgia Travel Program event are independent contractors; they are not agents, employees, or servants of Birds Georgia, and are subject to the laws of the countries in which the services are supplied.
9. **RESPONSIBILITY OF PARTICIPANT** For and in consideration of the opportunity to participate in the tour, each tour participant and each parent or legal guardian of a tour participant who is under 18 agrees to release, indemnify, and hold harmless Birds Georgia and their affiliates, agents, servants, employees, officers, directors, attorneys, and contractors as more fully set forth in the Release and Indemnity Agreement. Birds

Georgia acts only as an agent for the participant in regard to participation in the tour and travel from/to the participant's home, whether by railroad, motorcar, motorcoach, boat, airplane, or other means, and assumes no liability for injury, damage, loss, accident, delay, or irregularity caused by defect in such vehicles or for any reason whatsoever, including the acts, defaults, or bankruptcies of any company or person engaged in conveying the participant or in carrying out the arrangements of the tour. Birds Georgia accepts no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war, quarantine, or other causes. The participant shall bear all such losses and expenses. Baggage is at owner's risk entirely. Participants should be in good health and should consult a physician before undertaking a tour. Participants should prepare for the tour by reading the detailed itinerary, the information bulletin, and other pertinent matter provided. Each participant is responsible for bringing appropriate clothing and equipment. THE RECEIPT OF YOUR REGISTRATION AND DEPOSIT SHALL BE DEEMED TO BE CONSENT TO THE ABOVE CONDITIONS. EACH TOUR PARTICIPANT AND EACH PARENT OR LEGAL GUARDIAN OF A TOUR PARTICIPANT WHO IS UNDER 18 SHALL SIGN AND DELIVER THE RELEASE AND INDEMNITY AGREEMENT AT THE TIME OF REGISTRATION.

10. **RELEASE & INDEMNITY AGREEMENT** Each participant ("Registrant") registered for a Birds Georgia Travel Program event desires to participate in the tour(s) listed thereon. Therefore, each Registrant and parent or legal guardian of a tour participant who is under 18 knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS, AND INDEMNIFIES Birds Georgia and their affiliates, agents, servants, employees, officers, directors, attorneys, contractors, and sub-contractors; past, present and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that Registrant's participation in the tour(s) (collectively, "Claims"). IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE. I/we acknowledge we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, which are incorporated herein by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems communicated to Birds Georgia, each Registrant is in good physical health and able to tolerate the physical demands of the tour(s). Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of

action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Georgia. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Georgia, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Georgia. No waiver of this agreement to arbitrate shall be enforceable unless in writing and signed by the party charged with waiver. Any award rendered by the arbitration panel shall be final and binding on the parties, and judgment thereon may be entered by a court in Fulton County, Georgia, having personal and subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Fulton County, Georgia, unless waived by Released Parties. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Release and Indemnity as contained in this Release and Indemnity Agreement. I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals. THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA.

11. **PARTICIPANT CONDUCT** Participation in the Birds Georgia Travel Program requires compliance with certain standards of behavior. Any participant exhibiting behavior determined, at the sole and exclusive discretion of Birds Georgia, its guides, or other agents, to be: (i) verbally abusive or offensive language towards anyone; (ii) uninvited physical contact, harassment, violence, or threats of violence; (iii) excessive consumption of alcohol; (iv) possession or carriage or use of restricted substances or illegal or non-prescription drugs; (v) failure to comply with a guide's reasonable direction to maintain health, order, and/or safety of the trip or its participants; (vi) conduct that disrupts, in the guide's opinion, other participants general enjoyment, well-being or the operation of the trip for any reason; (vii) possession or use of dangerous items such as fireworks or weapons; (viii) violates the laws the country in which the trip is operating; (ix) conduct that damages the reputation of Birds Georgia or its guides or otherwise damages the goodwill of Birds Georgia, may result in immediate suspension from the trip. When you make a booking, you accept full responsibility for the proper conduct of all members of your party. Birds Georgia reserves the right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s)

whose behavior in the reasonable opinion of us or our guides or other suppliers is in violation of these general standards. No refund will be made, and Birds Georgia shall have no obligation to pay compensation or meet any costs or expenses, including but not limited to alternative accommodation and return transportation arrangements, any participant may incur as a result of the travel arrangements being terminated.

12. **CHANGES TO TERMS & CONDITIONS** Birds Georgia reserves the right to amend these General Terms and Conditions for the Birds Georgia Travel Program at any time. All amended terms and conditions shall automatically be effective upon being posted on Birds Georgia's website.