Southern Skies of Chile: Total Solar Eclipse

December 9–16, 2020

Co-sponsored with Tufts University
Dear Swarthmore Alumnae, Family and Friends,

On December 14, 2020, be part of history and witness a total solar eclipse in the south-central region of Chile. Chile is renowned for its astronomical observatories and this once-in-a-lifetime experience in a country of diverse people, topography, high deserts, salt lakes, a host of animal life and cosmopolitan cities will leave you wishing for more.

This trip, co-hosted with Tufts University Travel-Learn, begins in the capital city of Santiago. Here, we will see a wonderful melding of ancient cultures and twenty-first century modernity living side by side. Walk on cobbled streets in the barrio observing everyday life and an eclectic mix of architecture. High up on San Cristobal Hill will give you a spectacular view of this dynamic city. The coastal city of Valparaiso provides a close look at the steep funiculars and colorful clifftop homes including the quirky former residence of the Chilean poet Pablo Neruda which is today a museum. One cannot avoid the epicurean delights and the spectacular wines that Chile offers thanks to its indigenous and European influences over the centuries. Finally, head to Pucon which is in the path of the solar eclipse. Here, you will see professional and amateur astronomers and guests from around the world as well as local Chileans.

Finally, on December 14th, you will become part of a natural phenomenon that until today, carries an aura of mythology and superstition celebrated across all cultures.

We hope you will join us on this memorable program and since space is limited to just 18 guests we urge you to reserve your place quickly.

Sincerely,

Lisa K. Shafer

Lisa K. Shafer
Senior Director of Alumni & Parent Engagement
The Araucania region in Chile will be along the main path of the Total Solar Eclipse on December 14th, 2020. The program will start with a tour of Santiago, Chile’s culturally vibrant capital, the port city of Valparaiso declared as a world heritage site by UNESCO and the Rosario Valley, known for its famous wine for wine tasting and finally Pucon, located in the Araucania region to witness the eclipse and be part of history. The optional pre-extension to San Pedro de Atacama is available for those who want to explore the beauty of the northern Chilean desert, known as the driest place on earth.

**Activity level: Moderate.** You must have good walking ability and dexterity without any human assistance or permanent walking aides (canes, walkers) as you will be also visiting areas that will require climbing uneven pathways, steps and some moderate trekking. For those planning on taking the pre-trip extension to Atacama Desert, the altitude is over 11,000 feet above mean sea level. It is advisable to consult with your doctor with this brochure in hand to ensure you are physically capable of handling altitude.

**Disclaimer:** Coddiwomple Journeys will not be held responsible for unfavorable weather conditions, especially rain and/or cloud cover that will prevent you from seeing the total solar eclipse. While Coddiwomple Journeys will ensure the eclipse viewing site is within the band of totality, the company cannot control nor predict mother-nature. Please bear this risk in mind before registering for the trip.

With over a million people descending in the area to watch the eclipse, we will encounter some longer than expected drive times during excursions as well as at the airports. Due to the demand and limited hotel accommodations in the area for the eclipse portion of the trip, Coddiwomple Journeys has secured a comfortable 3-star hotel with good amenities, which is very typical for the area.
Wednesday, December 9, 2020 – Depart U.S
Take an independent flight to Santiago, for a guaranteed arrival the next morning. Please note flights from the US to Santiago are usually overnight, so you will have to depart today to arrive on time for the program to begin by the next morning.

Thursday, December 10 – Arrival in Santiago
Met on arrival by a Coddiwomple Journeys representative and transferred to your hotel. Check-in and freshen up before meeting with the group for a light lunch and introductions. After lunch, depart for a panoramic city tour of Santiago and a lecture with a local expert touching on cultural, historical and the contemporary political and economic landscape.
Later, return to the hotel and enjoy a traditional welcome dinner. 
*Overnight: Doubletree by Hilton Santiago (Light Lunch, Welcome Dinner)*

Friday, December 11 – Rosario Valley | Valparaiso
We depart to Vina Matetic in Rosario Valley, a family run vineyard that produces Chardonnay, Pinot Noir, Sauvignon Blanc, Syrah, Gewürztraminer, and Riesling. You will learn about the process of wine making and end the tour with a wine tasting experience. Later enjoy lunch followed by a visit to the magical port city of Valparaiso—a UNESCO World Heritage site. The city spreads over 42 hills that slope into the sea forming an impressive amphitheater. This port city has a story that dates back to 1536. It boasts for having had the first pier ever built in Chile in 1810, and how it became a booming port city and commercial center. Valparaíso received immigrants from many European countries, mainly Britain, Germany, France, Switzerland and Italy, who gave the city its special character. Admire Valparaíso’s hills and wonderful colors throughout the city. Strolling through narrow alleys that meander through the hills is one of the best ways to experience Valparaíso. Later, we drive back to Santiago and rest of the evening is at your leisure as you explore the many local restaurants near the hotel.
*Overnight: Doubletree by Hilton (B, L)*
Saturday, December 12 – Fly to Temuco and Transfer to Pucon

Fly to Temuco, the capital city of the Araucanía Region of Chile, 680 km south of Santiago. Upon arrival we transfer for an hour and half drive to the town of Pucón. With a mixture of European influenced architecture with indigenous traditions, this area of southern Chile is a privileged location that boasts of lush jungle-like vegetation, massive lakes and a myriad of possible outdoor activities. We will call this home for the next few days. After lunch, relax at Termas Geométricas. These thermal pools are immersed in the Villarrica Sur National Park, near the town of Coñaripe. The baths were designed by the architect Germán del Sol, using wood and natural material. The baths are supplied by more than sixty sources of pure thermal water, which sprout naturally at 80 degrees. Return back to the hotel for dinner.  

Overnight: Green Park Pucon Hotel (B, Boxed L, D)

Sunday, December 13 – Huerquehue National Park – Moderate Trekking

Huerquehue means path of the warrior. This mountain range has medium slopes, astonishing beauty where we find hiking routes that cross along wild vegetation. One can find very unique fauna, like Darwin’s Frog, culpeo (Andean fox) and the Andean condor in the upper parts. The territory is native to the Pehuenche people, an indigenous tribe of the area. In the park archaeological vestiges like ceramics and rocky caves for protection were found, which indicates that there was some kind of historic human occupation in it. In the afternoon, enjoy some leisure time in the town of Pucón, visit its local artisan shops, hot chocolate stands, the lake side beach and stroll around the plazas. After dinner on your own, we will return back to the hotel.

Overnight: Green Park Pucon Hotel (B, Boxed Lunch)

Monday, December 14 – Eclipse Day

Depart for the eclipse viewing site in the late morning. The viewing location is planned to be on or near the hotel grounds since the hotel is in the path of totality. However, the site could change based on factors on the ground so please be prepared to travel to a different site and leave earlier in the morning. The eclipse totality begins around 1:03PM and is expected to last about 2 minutes. Refreshments will be available to make your experience enjoyable.

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Overnight: Green Park Pucon Hotel (B, Picnic Lunch, Cocktail Dinner)
Tuesday, December 15 – Cultural Immersion
After a leisurely morning, depart for an immersive cultural experience into the indigenous Mapuche culture. Start with a visit to the community center known as the “Aldea Intercultural Trawupeyum” located in the village of Curarrehue. Visit the center’s museum, library, craft market, and theater. Each of the sections offers important insight into the region’s culture and the Mapuche people. After our visit we will continue on to the Mapuche community of Kilaleufu. One of the local tribe members will show us their Ruka home as well as give us a brief look into their daily life and customs. Later enjoy an authentic lunch as you experience an important indigenous community in Chile. Return to the hotel for a farewell dinner.
*Overnight: Green Park Pucon Hotel (B, L, Farewell Dinner)*

Wednesday, December 16 – Temuco | Santiago | Depart for U.S
Transfer to Temuco Airport for your flight back to Santiago. Depending on your international departure back to the US, day rooms can be arranged at the airport hotel to relax before your late evening flight.
*Day Room: Holiday Inn Santiago Airport (B)*
GROUND COST

$6,995 per person (double occupancy)
No single occupancy available for this trip.

TRIP INCLUDES:
› Accommodations as mentioned above
› Meals as indicated above. Note that no single room option is available for this trip.
› Alcoholic drinks served during welcome, eclipse day cocktail and farewell dinners
› All local transport in luxury coaches, airport transfers.
› Round trip domestic flights to Pucon.
› Excursions and day tours as mentioned above.
› All on-the-ground arrangements with a local English speaking guide and tour coordinator.

TRIP EXCLUDES:
› International flights.
› Tips/ gratuities to drivers, guides, hotel staff.
› Travel insurance.
› Telephone/ fax/ internet costs.
› Meals and alcoholic drinks not mentioned above.
› Laundry service.
› Personal expenses.
Optional Pre-Trip Extension to San Pedro de Atacama

Because of the high altitude (over 11,000 feet), guests are cautioned that they may encounter altitude sickness and shortness of breath. The visit will be moderately difficult and only those guests who are mobile and do not require permanent walking assistance (canes, walkers) are encouraged to travel to Atacama. While every effort will be made to ensure you comfort, it is highly advisable that you consult your doctor and share this brochure before traveling to Atacama.

Friday, December 4, 2020 – Depart the US
Take an independent flight to Santiago, for a guaranteed arrival the next morning. Please note flights from the US to Santiago are usually overnight, so you will have to depart today to arrive early morning the next day.

Saturday, December 5 – Arrival in Santiago | Connecting flight to Atacama
Upon arrival you will clear customs and check-in for your domestic flight to Atacama. Depending on the waiting time, we can arrange a day room at the airport hotel for you to rest and later check-in for your domestic flight. Overnight: Terrantai Lodge (D)

Sunday, December 6 – Puritama Hot Springs | Death & Moon Valleys
Depart early in the morning to Puritama Hot Springs, where the natural warm waters that flow from under-ground rocks are considered medicinal and good for your skin. After lunch, visit Death Valley, considered the driest place on earth with landscapes that look like the surface of Mars, followed by a visit to Moon Valley, which is compared to the surface of the moon, with its angular geology and rocks sculpted by millennia of erosion. Walk the salt caverns and the Mayor sand dune so you can marvel at the colors that appear at sunset over the Andes landscape. Overnight: Terrantai Lodge (B, L, D)

Monday, December 7 – Altiplanico | Chaxar & Salar Lagoons
Depart early in the morning for a full day excursion to Altiplanics Lagoons, located 85 miles from San Pedro de Atacama and at 14,300 feet above sea level. On route we will see the Licancabur Volcano and some native trees such as tamarugo and the chañar. Finally we visit the Salar de Atacama, the largest salt flats in Chile and the Chaxa Lagoon before returning back to the hotel. Dinner is on your own as you explore the town of San Pedro and experience local cuisine. Overnight: Terrantai Lodge (B, Boxed L)

Tuesday, December 8 – Tatio Geysers
Depart at 4:30AM for a full day visit to Tatio Geyser, the highest geysers in the world at 14,000 feet above sea level. We will set up a picnic breakfast upon arrival and later walk around this geothermal field to admire rising steam caused by contact made when the pressurized hot underground water jets out and meets the cooler air. Return to the hotel after this unique experience and the rest of the day is at your leisure. Overnight: Terrantai Lodge (Boxed B, D)

Wednesday, December 9 – Depart for Santiago
Depart to Calama Airport for your flight to Santiago. Upon arrival, met by a Coddiwomple Journeys representative who will assist you to your hotel for an overnight stay. Evening at your leisure to explore the many restaurants in the area. Overnight: Doubletree by Hilton Santiago (B)
To reserve a space, please complete and return this form with your **non-refundable** deposit of **$1,800** payable to Coddiwomple Journeys. Mail to **13 Glen Road, Hopkinton, MA 01748** or fax to **917-210-4093**/ email: info@coddiwomplejourneys.com. We will not process your deposit until you are assigned a place on the tour. Please contact 781-454-9883 (Rushik Mehta) if you have any questions about the registration process or the trip.

- Enclosed is my/our check of $____________ (1,800 per person)
- Please charge my/our deposit of $ ______________ (1,800 per person) to my:
  - □ VISA  □ MasterCard  □ American Express
  - Card #:__________________________________________
  - Expiration Date: __________________ Security Code (4 digits for AMEX/ 3 digits for others)____________

*The balance of the trip is due on August 12, 2020 and is payable by check or wire transfer. Payment by credit card will incur a 4% service charge.*

Authorized Card Holder Signature: __________________________________________ Date: __________

**GUEST INFORMATION**

**Name 1 (as on passport):** __________________________________________

- Passport # __________________________ Nationality__________________________
- Issue Date (mm/dd/yy)______________ Expiration (mm/dd/yy) ______________
- Date of Birth (mm/dd/yy) ___________ Swarthmore Affiliation_____________
- Street Address:____________________
- City:________________________ State:____ ZIP:______________
- Daytime Telephone: ______________ Mobile:__________________________
- Email (write clearly): ____________________________

**Name 2 (as on passport):** __________________________________________

- Passport # __________________________ Nationality__________________________
- Issue Date (mm/dd/yy)______________ Expiration (mm/dd/yy) ______________
- Date of Birth (mm/dd/yy) ___________ Swarthmore Affiliation_____________
- Street Address:____________________
- City:________________________ State:____ ZIP:______________
- Daytime Telephone: ______________ Mobile:__________________________
- Email (write clearly): ____________________________

- For the main tour, I plan to room with_________________________ Bed Type: □ Double □ Twin

*No single room option available during the main trip. Coddiwomple Journeys will assign room partners if you don’t have one depending on availability.*

Emergency Phone # & Contact Name (during trip):_____________________________________________________

Please indicate any special needs (diet, health, mobility etc): ____________________________________________

*By submitting my/our non-refundable deposit of $1,800 per person, I/we am/are registering for the **Southern Skies of Chile: Total Solar Eclipse** program and have read and agreed to the Coddiwomple Journeys terms & conditions. I/we understand that seeing the total solar eclipse is dependent on favorable weather conditions and is not guaranteed if nature does not cooperate and that portions of this trip as outlined in the brochure will include some long drives, moderate trekking, unpaved paths, uneven steps and will be outdoors. I/we also agree to be in good physical shape and will be prepared to walk without any assistance or wheelchair. I/we understand that if we are taking the pre-extension trip, that we will be at a high altitude and have sought medical advice prior to traveling. I/we also take responsibility for purchasing our own supplemental travel insurance including medical evacuation coverage.*

_________________________________________       __________________________________
Signature                                                                     Date

_________________________________________       __________________________________
Signature                                                                     Date
PARTICIPANT’S AGREEMENT

Your signature on our tour reservation form will signify your agreement with the following terms and conditions.

Introduction: These are the terms and conditions applicable to the tour packages provided by Coddiwomple Journeys LLC, Engaging Journeys, Swarthmore College, (collectively “Coddiwomple Journeys”, “Engaging Journeys”, “Swarthmore College”, “we”, “us” and “our”). The terms “client” “you” and “your” refer to each person who purchases and/or uses a tour package provided by Coddiwomple Journeys.

Benefits of Tour Packages: Our tour packages offer services of a professional tour guide, accommodations, meals as outlined in the itinerary, transportation as specified in the itinerary and excursions and tours as outlined in the itinerary.

Coddiwomple Journeys may, from time to time, offer you optional services or benefits. By using those services and/or benefits when they become available, you agree to be bound by any supplemental terms applicable to those services or benefits We will send final documents and tickets by overnight or registered mail approximately two (2) weeks prior to the start of the tour.

Rates and Exclusions: The rates and charges for tour participation are those established at the time the tour is booked with Coddiwomple Journeys. We reserve the right to increase tour prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. Published rates and charges are typically “per person,” based upon double occupancy with en suite bath (unless otherwise stated). Single rooms are subject to a single room supplemental charges which are stated in the proposal. Expenses and terms not specifically identified in the applicable Coddiwomple Journeys produced quotation are not covered. These include any paperwork and excursions and tours as outlined in the itinerary. The final itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services or benefits when they become available, you agree to be bound by any supplemental terms applicable to those services or benefits.

Cancellation by You: We must receive your cancellation notice in writing by email, fax, or overnight courier, and your cancellation date will be the date on which we receive your notice. Simultaneously with your notice, you must pay the following cancellation charge based upon the amount of notice provided. In addition, airline cancellation policies shall apply for cancelled tours involving air transportation:

- More than 120 days from departure: Full forfeiture of program rate
- 119 to 90 days from departure: 50% of fully paid program rate
- Less than 90 days to departure: 100% forfeiture of program rate

There is no refund for unused portions of a tour once it has commenced, and you are solely responsible for costs incurred by you due to missed, canceled or delayed transportation. Your decision not to participate on the tour due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the tour on the tour depart date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future tour, but you may join the tour late if you wish.

Insurance: Coddiwomple Journeys recommends that you purchase trip cancellation, medical, and baggage insurance to cover penalties and cancellation charges. Please contact Swarthmore College if you wish to purchase such insurance. However, any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

Once your registration is processed, you will receive information on insurance from Engaging Journeys. Please contact Sarah Doody at Sarah@engagingjourneys.com or 904-285-2416 for more information.

Cancellation or Substitution by Us: We will make commercially reasonable efforts to keep the itinerary as it has been published; however, the final itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the itinerary. If a tour is cancelled, our liability is limited to a full refund of your payments, and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond our control, a tour in progress must be interrupted or cancelled, we will refund a portion of the price depending on our actual costs incurred.

Study or Group Leader(s): Participation of a Study or Group Leader(s) is dependent on obtaining the minimum required number of full-paying travelers registering for the trip. In the event the minimum number is not met, we have the right to either cancel the trip for a full refund OR run the trip without a Study or Group Leader(s). In the event the Study or Group Leader(s) cancel their attendance on their own merit, we will make every attempt to substitute with another Study or Group Leader(s), but cannot guarantee we will be able to. We will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances.
Airfares: Airlines and airfares included in any brochure are subject to change without notice. Please check with Coddiwomple Journeys or your travel agent for conditions applicable to your airline ticket. Even after you have paid, tours scheduled air transportation within or from the United States are subject to supplemental price increases that may be imposed by the supplier and/or government. You hereby consent to any such price increase. We will not change your requested seat assignments on commercial aircraft without permission. However, airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and often clients are not made aware of these changes until they arrive at the airport. We are not responsible for seat assignment changes made by the airline. Frequent flyer programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs.

Passports and Visas: International travel requires a passport valid 6 months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. Please speak with us if you are unsure about the visa requirements for your travel destination, but you are solely responsible for complying with passport and visa requirements.

Security and Safety: We are strongly committed to protecting your security and wellbeing. However, travel, safaris and sightseeing endeavors are inherently dangerous activities. Coddiwomple Journeys strongly recommends that you exercise extreme caution when participating in tour events. Parts of your tour may involve high altitudes, hiking, cycling and/or driving over rough and dusty terrain.

All tour participants booking with Coddiwomple Journeys certify that they are in good health, fit to travel and have no specific medical problems. It is the responsibility of each tour participant to obtain health and medical certificates, inoculations and vaccinations. Any physical disability that may require special attention or treatment must be reported in writing, at the time your reservation is made. Passage may be refused to any person whose state of health or physical conditions render them, in the opinion of the tour company or its suppliers, unfit. Children under sixteen (16) years of age must be supervised by parent(s) or guardian(s) who will bear ultimate responsibility of their actions. Coddiwomple Journeys recommends that you purchase insurance to cover medical expenses, trip cancellation and interruption, and loss of baggage. Please contact Coddiwomple Journeys for further details.

Information: Information that Coddiwomple Journeys publishes in its brochures, collateral material and on its web site is believed to be accurate and reliable. Coddiwomple Journeys makes no representations or warranties regarding such information or any information provided by a third party. Unless expressly stated in writing, Coddiwomple Journeys does not endorse the products or services offered by any company or person identified in its brochures, collateral material or web site, nor is Coddiwomple Journeys responsible for any content published by a third party.

Vendor Acts or Omissions: We act only in the capacity of agent for the suppliers of the travel services named in your itinerary or otherwise providing services or goods in connection with the tour (the “Vendors”), such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any act or omission of any of the Vendors or airlines providing flights to or from your tour.

Travelers Needing Special Assistance: We will make reasonable efforts to accommodate the needs of our travellers; however, travellers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveller’s special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travellers with special needs for ordinary daily activities, such as walking, dining, etc. and other special needs. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

Medical Proxy: If you are unable to authorize your own medical attention and treatment, you authorize Coddiwomple Journeys or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Coddiwomple Journeys from any liability for medical attention authorized by them, their subcontractors or agents on your behalf. Coddiwomple Journeys assumes no liability regarding provision of medical care or evacuation services. Any of our staff or subcontractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a good Samaritan.

Conduct During the Tour: You are also responsible for respecting the authority and following the directions of the tour guide and the laws of the countries in your itinerary. We may exclude you from participating in all or any part of the tour if, in our sole discretion, your condition or behavior renders you unfit for the tour or unfit for continuation once the tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of tour services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the tour. Should you decide not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods.

Limitation of Liability and Damages: In no event will we be liable for any injury, loss, claim, damage, or any special, punitive, exemplary, direct, indirect, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability, or otherwise, that arise out of or are in any way connected with the tour, even if advised of the possibility of such damages. In no event will our aggregate liability exceed the total tour price set forth in the itinerary.

Force Majeure: We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the tour, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. You understand that health care standards, facilities, and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov, and click on “Travel Warnings.” For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.
Indemnification: You shall indemnify, defend and hold harmless Coddiwomple Journeys, Swarthmore College, Engaging Journeys and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with these terms conditions.

Miscellaneous: Coddiwomple Journeys may assign its rights and/or delegate all or a portion of its duties under these Terms and Conditions to any third party at any time without the consent or permission of any parties to these Terms and Conditions. If there is a conflict between these Terms and Conditions and one or more terms contained in another agreement between you and Coddiwomple Journeys, these Terms and Conditions will control. No alteration, cancellation, variation of, or addition to these terms and conditions shall be of any force or effect unless reduced to writing and signed by Coddiwomple Journeys and the Client. If there is a conflict between any part of these terms and conditions and any present or future law, the part that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Any controversy or claim arising out of or relating to these Terms and Conditions, to the limits on Coddiwomple Journeys responsibility clause, to the brochure, to the proposal, to any information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, shall be settled solely and exclusively by binding arbitration in the State of Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that (a) in lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means, (b) arbitration is the exclusive forum for dispute resolution (no court actions), and (c) except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees. You agree to present any claims against us within 90 days after the tour ends and to file any arbitration request within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year.

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original.

Assumption of Risk and Release: You understand and acknowledge that, if you participate in activities during your trip, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnaping, and terrorist activities; Tour activities that may involve increased risks including, but not limited to, gorilla trekking and walking safaris; dangers and risks inherent in activities in underdeveloped countries; dangers of local law enforcement activity; attacks or bites by animals, pests, or insects; quarantine; epidemics; injury or death while on activities sponsored by lodging facilities or third parties; sickness, lack of appropriate medical care; or criminal activity. YOU DO HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH YOUR TRIP OR PARTICIPATION IN ANY ACTIVITIES IN WHICH YOU PARTICIPATE.