The Southern Skies of Chile
Experiencing the Total Solar Eclipse
June 26 – July 3, 2019
Co-hosted with The Vassar Travel Program
Dear Swarthmore Alumnae, Family and Friends,

On July 2, 2019, be part of history and witness a total solar eclipse in the north 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-sponsored by The Vassar Travel Program, 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. The thriving food scene is worth trying out. 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 gives you 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 that Chile offers thanks to its indigenous and European influences over the centuries. Walk among the vineyards of including amazing wines that the country produces and savor some of them that the Colchagua Valley. Head to Coquimbo which is in the path of the solar eclipse. This coastal area will see professional and amateur astronomers and guests from around the world as well as local Chileans. We will take this opportunity to visit the surrounding areas and archeological sites and also visit the Cruz del Sur observatory.

Finally, on July 2nd, 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 16 guests we urge you to reserve you place quickly.

Sincerely,

Lisa K. Shafer
Senior Director of Alumni & Parent Engagement
The Coquimbo region in Chile will be along the main path of the Total Solar Eclipse on July 2nd, 2019. The southern skies of Chile make this region an excellent location to view the total solar eclipse and known for its world-class telescopes and observatories. This 7-night itinerary 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 Colchagua Valley, known for its famous wine for wine tasting and finally Coquimbo and La Serena to witness the eclipse and be part of history. The optional extension to San Pedro de Atacama is available for those who want to continue exploring the beauty of the northern Chilean desert, known as the driest place on earth.

**PROGRAM ITINERARY**

**Wednesday, June 26, 2019 – U.S.A | Santiago, Chile**

Take an independent flight to Santiago for a guaranteed arrival the next morning.

**Thursday, June 27 | Colchagua Valley and Wine Country Tour**

Met on arrival and transferred to your hotel. Freshen up and depart for an afternoon city tour. We will then head to the west of Santiago to see the picturesque “Barrio Concha y Toro”, a typical cobbled street neighborhood that brings visitors back to the early twentieth century. The area’s charming old buildings reflect the elegance of the capital city at the beginning of the last century when many Chileans achieved great wealth as a result of mining. The buildings in so many different architectural styles were designed by the best architects of the time.

Later, visit the civic center of the capital of Chile and its most relevant buildings, such as the La Moneda Government Palace and the Main Square or “Plaza de Armas de Santiago”.

Drive past the beautiful Parque Forestal, which is the main park of the city with around 110 years from its origin and designed at the 100th anniversary of the Republic of Chile. This park is surrounded by several monuments and small neighborhoods, each with a particular lifestyle. From the top of the San Cristobal Hill, one can almost see the whole of Santiago. Climb up or descend the hill in a funicular that dates back to 1925, which has been declared national monument and it is a must see for every visitor.

Return to the hotel in the evening.  *Overnight: Doubletree by Hilton Santiago*
**Friday, June 28 – Full Day Tour to Valparaiso.**

Stop at Curacavi valley famous for its fruit plantations. Savor the famous Chilean wines in Casablanca valley before reaching the magical port city of Valparaíso- a UNESCO World Heritage site. From here you will be able to 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.  

Overnight: Doubletree by Hilton (B, L)

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**Saturday, June 29 – Colchagua Valley and Wine Country Tour**

Depart for Colchagua Valley, an agriculture zone characterized by its wine industry. At the heart of this area is the city of Santa Cruz where the famous Museo de Colchagua is located. The museum is a private enterprise that holds some very important collections of paleontology, prehistory, liturgics art, parts of the colonial and republican periods of the history of Chile.

After a brief stop for lunch visit a few wineries for a guided tour of their fields, cellar and barrel room. Learn all about the process of wine making and sample some wines.

Overnight: Doubletree by Hilton (B, L)

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**Sunday, June 30 – Santiago | Coquimbo (approximately 5-6 hours by road with stops)**

Depart for the city of Coquimbo by coach. During the trip you will get a chance to enjoy the landscapes and first glimpses of the Chilean desert, flora and fauna.

Evening talk about the upcoming solar eclipse event by a local astronomer followed by dinner. Some of the most recognized and award winning wines offering in the valleys of Coquimbo will also be served.  

Overnight: Bahia Sol* (B, L, D)

*Accommodations at Bahia Sol will be apartment style with a small kitchenette with 2 guests per apartment. The apartments are not reflective of a standard hotel room, but meet all quality standards.
Monday, July 1 – Coquimbo

Depart for the Limari Valley. Begin with a relaxed hike in the “enchanted valley”, locally known as Valle del Encanto.

Other Day’s Highlights include:

**Petroglyphs in “Valle del Encanto”**
Visit the historical National Monument “Valle del Encanto” to learn about the pre-Columbian archaeology of the people who lived hundreds of years ago in that place leaving their track across diverse petroglyphs along the valley.

**Tabalí Vineyard Tour (Viña Tabalí)**
Get to know the processes of wine production, visit the local wine-cellar, learn to taste and recognize different wines and stocks.

**Night Astronomy Observation & Cocktail**
Visit Cruz del Sur Observatory. A local guide brief us on all aspects of the observatory. Heavy hors d’oeuvres will be served under the clear skies of northern Chile. Late evening return to your accommodations. We can expect to be back at the apartments around 10:30 p.m.

**Overnight: Bahia Sol (B, L, Hors D’oeuvres)**

**Tuesday, July 2 – Coquimbo | Cultural Tour | Solar Eclipse**

Begin the day with a cultural sightseeing tour to Coquimbo to see the main attractions of this city. Learn about its history, culture and traditions, ancient architecture and the legends of pirates and corsairs. Take in the panoramic sight of the city from Coquimbo’s biggest monument the “Cross of the Third Millennium”. A visit to La Serena will include ancient churches and colonial architecture before departing for the area to best observe the eclipse. This location is approximately 1,200 meters above sea level, near the Andean mountain chain with amazing vistas. In spite of the fact that climate is cooler in winter these places have over 360 clear days. It’s because of this that several observatories have been installed around here.

The total solar eclipse is expected in the late afternoon.

**Overnight: Bahia Sol (B, Picnic Lunch, Cocktails, Hors d’oeuvres)**
Wednesday, July 3 – Coquimbo | Santiago | Departure

Drive back to Santiago with boxed lunches and arrive in time to connect to your flight back to the U.S.A.

For those who have opted for the Atacama extension (see description on next page), you will be transferred to your hotel for an overnight stay.

*Overnight for Extension: Holiday Inn Santiago Airport.*

**GROUND COST**

$6,199 per person (double occupancy)

*No single occupancy available for this trip.*

**TRIP INCLUDES:**

- Accommodations and meals as indicated above.
  
  *Note that no single room option is available for this trip.*

- All local transport in luxury coaches, airport transfers.

- Excursions and day tours as mentioned above.

- All on-the-ground arrangements with a local guide and tour coordinator.

**TRIP EXCLUDES:**

- International flights.
- Tips/ gratuities to drivers, guides, hotel staff.
- Travel insurance.
- Telephone/ fax/ internet costs.
- Meals and drinks not mentioned above.

**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 and steps. Note that for those planning on taking the post-trip extension to Atacama, 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.
Optional Extension to San Pedro de Atacama

Ancient cultures and travelers from all over the world intermingle in this age-old town with dirt roads and adobe homes. In this starting point for an unforgettable trip you will discover the most stunning views on the planet amidst its endless beauty. Tour San Pedro de Atacama, the land of indigenous peoples! Fascinating day trips will allow you to explore the region’s plentiful attractions including active geysers, lagoons renowned for their intense colors, and breathtaking salt flats that will astound you.

July 3 – Arrive in Santiago from Coquimbo in the late afternoon.  
*Overnight: Holiday Inn Santiago Airport*

July 4 – Fly to Calama.  
*Overnight: Cumbres San Pedro de Atacama (B)*

July 5 – Moderate hiking in Guatin and Puritima; excursion to Moon Valley and Death Valley.  
*Overnight: Cumbres San Pedro de Atacama (B)*

July 6 – Excursion to Toconao, Altiplanico Lagoons, Chaxa and Salar.  
*Overnight: Cumbres San Pedro de Atacama (B)*

July 7 – Excursion to Tatio Geyser and Machuca.  
*Overnight: Cumbres San Pedro de Atacama (B)*

July 8 – Transfer to Calama airport to fly to Santiago for your onward journey to the U.S.

**GROUND COST:** $3,499 per person (double occupancy)  
$950 single room supplement

**Includes:** Santiago-Calama-Santiago flights (economy fare), hotels and meals as indicated above, and excursions by private guide.

**Excludes:** Tips and gratuities to guides, drivers, hotel staff, meals and drinks not indicated above, laundry, telephone, fax, internet and travel insurance (recommended).

*Because of the high altitude (over 1,000 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.*
TOUR RESERVATION FORM

To reserve a space, please complete and return this form with your non-refundable deposit of $1,600 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 Rushik Mehta at 781-454-9883 or Rumit Mehta at 917-686-2620 if you have any questions about the registration process or the trip.

☑ Enclosed is my/our deposit check of $__________ ($1,600 per person)  ☑ Please charge my/our deposit of $__________ ($1,600 per person) to my:
  ☐ VISA  ☐ MasterCard  ☐ American Express  Card #:______________________________________________________________
  Expiration Date: _____________________  Security Code (4 digits for AMEX/ 3 digits for others)_______________

Authorized Card Holder Signature:__________________________________________ Date: ____________

The balance of the trip is due on March 29, 2019 and is payable by check or wire transfer only.

☐ I/we plan to take the 5-night optional extension to San Pedro de Atacama.
☐ I/we would like a ☐ double room  ☐ single room for the extension.

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:____________

Home Phone:_____________________ 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:____________

Home Phone:_____________________ Mobile:____________________

Email (write clearly):__________________________________________________________

☐ For the main tour, I plan to room with___________________________ *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 $1,600 per person, I/we am/are registering for the Chile: Total Solar Eclipse of the Southern Skies program and have read and agreed to the Coddiwomple Journeys terms & conditions. I understand that portions of this trip will be at high altitudes as outlined in the brochure and often strenuous, will include some long drives, 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 post-trip extension, 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

Introduction: These are the terms and conditions applicable to the tour packages provided by Coddiwomple Journeys LLC and 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 or charges associated with: passports, visas, immunization, meals other than those specified, optional excursions, trip protection coverage, alcoholic beverages (beer, wine and liquor), all beverages excluding those provided in Coddiwomple Journeys vehicles, telephone calls, room service, laundry, personal items, baggage handling, international airfare unless otherwise stated, gratuities and transportation to or from any departure gateway and any other costs that might be incurred not stated in tour package. Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger travelling to the designated country and are not included unless stated.

Payment: We accept the following forms of payment: major credit cards, bank transfer or checks drawn on a U.S. Bank. Credit cards will incur a service fee of 3-5% paid by the client. You must promptly pay the following fees and charges for participation in an Coddiwomple Journeys tour.

Airfare: Full payment per person is due in order to purchase airline tickets. Airline cancellation policy shall apply. Discounted airfare quote (if available) is subject to purchase of ground package.

Ground Package: A non-refundable deposit of $1,600 per person per tour is required immediately to secure the tour and services.

Deposits are non-refundable and non-transferable once purchased. The remainder of the above-mentioned deposit is used towards confirming the hotels and ground services. It is therefore important.

Balance: The balance of the tour price is due 90 days before departure.

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:

- All deposits and fees are retained by the operator less the refund amounts stated below. The refund policy is as follows.
  - More than 90 days from departure: No refund on deposit
  - 89 to 60 days from departure: 50% of fully paid program rate
  - Less than 60 days to departure: Full 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 departure 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 Engaging Journeys, 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 trip cancellation from Engaging Journeys. Please contact Sarah Doody at sarah@engagingjourneys.com or 904-285-2416 with any questions.

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.

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 with 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.

Your signature on our tour reservation form will signify your agreement with the following terms and conditions.
Travelers Needing Special Assistance:

All tour participants booking with Coddiwomple Journeys certify that they are in good health. 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.

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 well-being. 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.

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 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, travelers 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, Engaging Journeys and Swarthmore College 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, kidnapping, 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 W WITH YOUR TRIP OR PARTICIPATION IN ANY ACTIVITIES IN WHICH YOU PARTICIPATE.
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