Eclectic Peru:
The Art & Culture Of An Ancient Civilization

October 15 - 23, 2018

Co-sponsored with the Patricia & Phillip Frost Art Museum
Visit some of the important parts of Peru where modernity meets ancient cultures and civilizations. Start in historic Lima— the colonial capital with a unique architectural flair, exquisite restaurants, a harmonious synthesis of historical richness, art museums and a vibrant night life. Then on to Cusco which is the gateway to the mystical Sacred Valley and Machu Picchu. Here, revel in ancient Incan history, its many conquests, disappearance and finally its discovery in the early 1900’s.

Activity level: Moderate. Good walking ability without assistance is advised. Note that Peru, Cusco, Sacred Valley and Machu Picchu are at altitudes that range from 5,000 feet to 10,000 feet above sea level. It is advisable to consult with your doctor with this brochure in hand to ensure you are physically capable of handling altitude. You will be also visiting areas that will require climbing uneven pathways and steps.

Désirée Díaz is Assistant Professor of Spanish and Latin American and Latino Studies at Swarthmore College. She received her Ph.D. in Spanish from the University of Wisconsin-Madison. She also holds a B.A. in Art History from the University of Havana, Cuba. Professor Díaz specializes in Latin American literature and visual culture with an emphasis in the Hispanic Caribbean. Her research focuses on issues of alternative citizenship, human and cultural geography, diaspora and transnational movements, and the Latino cultural production in the U.S. In addition, she is interested in the fields of visual studies, urban studies, and popular and material cultures.
Monday, October 15, 2018 – Lima

Met on arrival and transferred to your hotel. Most flights to Lima from the U.S.A. arrive on the same day of departure. If you are booking your own flights, please ensure you arrive no later than this date. Please call Coddiwomple Journeys for assistance.

Lima, the capital of Peru, is situated right on the Pacific coast. Founded by the Spanish conquistador Francisco Pizzaro in 1535, it is also home to the National University— the oldest higher-learning institution in the world. Peru’s vibrant night life and a melting pot of ethnicities make it the perfect destination for epicurean delights. **Overnight: JW Marriott**

Tuesday, October 16 – Lima Art Museum Tours  Note: Museum exhibits are subject to change.

Depart for a tour of the city passing by the Main Square, where the Government Palace is located. Take a quick visit to the Cathedral, where we will find the remains of the conqueror Francisco Pizarro; visit also the religious Museum of the Cathedral. The tour continues with San Francisco Church and the Monastery where the cloisters and entrance hall are embellished with authentic Sevillian tiles dating back to 1620. Also remarkable are its Museum of Religious Art, the Zurbaran room and the library. The complex was built over underground.

The high light of the tour will be a private visit to the famous Larco Herrara Museum. The Larco Museum is an eighteenth-century Viceregal mansion that houses more than 3,000 years of Peru’s pre-Columbian history. The museum boasts a supremely fine collection of gold and silver jewelry and worship paraphernalia that demonstrates the superb skill of ancient Peruvian gold and silversmiths. The Larco Museum also contains a famous collection of erotic ceramic tomb art that gives insights into various aspects of pre-Columbian sexuality. The visit will be greatly enriched by the curator of the Museum, who will provide in-depth explanations and serve as a unique conduit to the past.

Stop for lunch followed by a visit to the Museo de Arte de Lima (MALI). This is the city’s principal fine-art museum, housed in a striking beaux-arts building. Presenting over 3,000 years of Peruvian art, MALI has a large selection of pre-Columbian textiles and ceramics, and pictures and furniture from Colonial and Republican times. You will also find rooms devoted to modern and contemporary works. This latter collection begins with the 1940s, a period that ushered in the country’s first modern art, and includes pieces by Peruvian artists working in a number of styles, notably abstract, postmodern, and Pop art, and paintings by such Peruvian masters as Macedonio de la Torre, Francisco Mariotti, and Jorge Eduardo Eielson. The museum holds a number of significant pieces by Fernando de Szyszlo, considered the father of Peru’s abstract movement.
Later, an amazing highlight awaits you with a participative cooking class at one of Lima’s finest seafood establishments, Amor A Mar restaurant. Known to serve one of the best cerviches in town, its chef will share some secrets of his trade and help us cook our own. After our hand-on, interactive cooking course we head towards the main restaurant area and cap the experience with a delicious menu specially designed for the group.  

**Overnight: JW Marriott (B, L, D)**

**Wednesday, October 17 – Lima | Cusco (by flight)**

Breakfast at the hotel and later transfer to the airport for your flight to Cusco.

On arrival, you will transfer to the Sacred Valley– the “eternal home of Machu Picchu”. On the way make a visit to the Koricancha and the Convent of Santo Domingo. The Convent was built on the amazing Koricancha (or “site of gold”), the most important temple dedicated to the worship of the Sun and whose walls were once covered with sheets of gold.

After a brief stop for lunch, the group will visit Pisac. This archaeological complex built between the tenth and eleventh centuries. Inca architecture continues to stun admirers with the technique used to build its enormous walls, palaces and turrets with stone blocks, all done without any type of cement or adhesive.

Arrive at your hotel and check in followed by dinner at Hacienda Huayocarri– a typical Andean colonial hacienda, owned and inhabited by the Orihuela– Lambarri family for over three centuries. After a tour of the centuries-old property, and a detailed explanation of the family’s impressive pre-Columbian art collection, guests will be treated to a typical Andean dinner.  

**Overnight: Aranwa Sacred Valley (B, L, D)**
Thursday, October 18 – Sacred Valley

Breakfast at the hotel and depart for a full day tour of Ollantaytambo and Chinchero.

Ollantaytambo is the famous pre-historic fort that majestically dominates the valley. It’s high ramparts and massive terracing once served as a stronghold of the Manco Inca Yupanqui– the leader of the Inca resistance against the Spanish conquistadores. You can still see the series of temples and a complete irrigation system that the Incans designed.

Chinchero is a small Andean Indian village located high up on the windswept plains of Anta at 3765 and is believed to be the mythical birthplace of the rainbow. The village mainly comprises mud brick (adobe) houses, and locals still go about their business in traditional dress. The village may have been an important town in Inca times. The most striking remnant of this period is the massive stone wall in the main plaza which has ten trapezoidal niches. The construction of the wall and many other ruins and agricultural terraces (which are still in use) are attributed to Inca Tupac Yupanqui who possibly used Chinchero as a kind of country resort.

In the main plaza, an adobe colonial church, dating from the early seventeenth century, has been built upon the foundations of an Inca temple or palace. The ceiling and walls are covered in beautiful floral and religious designs.

During this day trip, we will have a unique opportunity to visit Nilda Canallaupa– an indigenous Quecha weaver who started the Centro de Textiles Tradicionales del Cusco. Here you will see a demonstration of some of the unique work done by indigenous Peruvians.

Return to the hotel in time for dinner.  Overnight: Aranwa Sacred Valley (B, L, D)
Friday, October 19 – Sacred Valley | Machu Picchu

Breakfast at the hotel and depart for Machu Picchu by train. The train offers a unique connection with the scenery along the way to Machu Picchu, making passengers feel as if they were somehow part of the nature that surrounds them.

Lunch on arrival followed by a visit to the ruins. Machu Picchu was re-discovered in 1911 by the explorer Hiram Bingham and is considered to be one of the most extraordinary examples of landscape architecture in the world. Located in an enclave on the saddle of a mountain overlooking the deep canyon of the Urubamba River, in an area of lush tropical forest, it served as a place of worship, a site for star-gazing and a private hacienda of the family of the Inca Pachacutec. It consists of two main areas: one agricultural, formed mainly by mountains and food stores, and the other urban, which is noted for its sacred zone with its temples, squares and royal tombs. The stairways and canals carved out of stone are recurrent throughout this remarkable archaeological site.

Drive to your hotel and check in followed by dinner  
Overnight: Inkaterra (B, L, D)

Saturday, October 20 – Machu Picchu | Cusco

Early breakfast and another visit to the Machu Picchu ruins. Later, take the train to Cusco. Cusco was once the historic capital of the Inca empire, now a UNESCO World Heritage site. Its elevation of over 11,000 feet allows visitors to acclimatize before setting off on long treks towards Machu Picchu’s legendary mountain ruins. Cusco is a very pleasant city to explore, with wonderful ancient stonework, narrow streets and important Inca temple remains, complemented by Spanish colonial buildings. Numerous museums showcase Inca and pre-Colombian culture, as well as textiles and sacred plants. Being a rich agricultural region, many fusion and neo-Andean restaurants offer unique Peruvian gastronomy experiences.

Check into your accommodation and the rest of the evening at your own leisure.  
Overnight: JW Marriott Cusco (B, L)

Sunday , October 21 – Cusco

After breakfast, embark on an art walk. Stroll along the cobblestone streets while marveling at the flawless Incan stonework, picturing a time and place when the Incas had a massive empire. Guests will learn about the Cusco School of Art, an expression born by the blend of European and Andean. Off the colonial main square visit the cathedral, which contains one of the city’s greatest examples of Mestizo art. At the Inca Historical Museum you can view paintings that helps us understand Mestizo identity. The final stop is the archbishop’s private art collection.
Depart after lunch to Andahuaylllas. The most important attraction of the quiet Andean town of Andahuaylllas is its church, San Pedro de Andahuaylllas, considered to be the “Sistine Chapel” of America. In spite of its modest architecture, the inside decoration is impressive, as it contains an outstanding collection of the Cuzco Academy. Inside the church there are some remains of Inca buildings, and the baptistery area has writings in five languages: Latin, Spanish, Quechua, Pukina and Aymara.

Later, stop into Huaro Church. Most of the interior art of this colonial chapel was done by Tadeo Ecalante, considered to be the last of the great Cuzco artists and the best example of the “Andean-West” fusion. Here we can find “Hell”, considered to be his masterpiece, a mural that expresses much of Andean religious syncretism that emerged as the Spanish conquerors tried to subdue the Andean population using religion as one of the main and most powerful tools. Dinner on your own.

Overnight: JW Marriott Cusco (B, L)

**Monday, October 22 – Cusco | Lima | U.S.A.**

Breakfast at the hotel and transfer to the Cusco airport for your flight to Lima. On arrival, you will be transferred to your hotels where day-rooms have been arranged, followed by lunch.

Later in the day, guests will return to the Lima airport to connect to their international flight* back to the U.S.

*Guests booking their own flights should plan to depart no earlier than the late afternoon/ early evening to leave enough time to return from Cusco.

**Tuesday, October 23**

Arrive U.S.A.
Tour Price

**GROUND COST:** $4,699 per person (double occupancy) | $1,199 single room supplement

**INCLUSIONS:**
- Accommodations and meals as indicated above.
- Full time in-country Tour Manager/Guide.
- Domestic flights (economy class) flights and luxury coaches, airport transfers, trains.
- Excursions as indicated above.
- Curator-led visit to Larco Art Museum.
- MATE Museum.
- Cusco art walk.
- Participative cooking class at Amor A Mar Restaurant, one of Lima’s finest seafood establishments.

**EXCLUSIONS:**
- International flights.
- Tips/gratuities to drivers, guides, hotel staff.
- Travel insurance.
- Telephone/fax/internet costs.
- Meals and drinks not mentioned above.
To reserve a space, please complete and return this form with your deposit of $1,000 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 $____________ ($1,000 per person)
- Please charge my/our deposit of $ _______________ ($1,000 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 **July 15, 2018** and is payable by check only.

**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:_________________________ Work:_________________________
- 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:_________________________ Work:_________________________
- Email (write clearly):____________________

- I prefer single accommodations (due to limited space this is not guaranteed and if necessary you will be assigned a rooming partner of the same gender).
- I plan to room with_____________________________________________
- I prefer to share accommodations (if roommate is not available, I will pay the single rate)
- Emergency Phone # and Contact Name (during trip):___________________________________________________
- Please indicate any special needs (diet, health, mobility etc):________________________________________________

By submitting my/our deposit of $1,000 per person, I/we am/are registering for the Eclectic Peru: The Art & Culture of An Ancient Civilization 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, 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 also take responsibility for purchasing our own supplemental travel insurance including medical evacuation coverage.

__________________________________________   _________________________________________
Signature                                                                                     Signature
Date                                                                                           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 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 traveling 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 deposit of $1,000 per person per tour is required immediately to secure the tour and services.
- **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:

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<tr>
<th>Penalty</th>
<th>Number of Days of Advance Written Notice</th>
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<tr>
<td>$650 per person</td>
<td>Ninety-One (91) or more</td>
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<tr>
<td>50 percent (50%)</td>
<td>Between sixty (60) and ninety (90)</td>
</tr>
<tr>
<td>One hundred percent (100%)</td>
<td>Less than Forty-five (45)</td>
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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. Trip insurance can be purchased from Engaging Journeys, Inc. by contacting Sarah Doody at info@engagingjourneys.com or 904-432-3141. 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. Please contact Sarah.
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 on 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. 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 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.

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 Engaging Journeys, Inc. by contacting Sarah Doody at info@engagingjourneys.com or 904-432-3141.

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 travelers; 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, Engaging Journeys, Inc and Swarthmore College 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, 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.