Dear Swarthmore Alumni, Family, and Friends,

Join us on an enchanting discovery of India, one of the oldest and most diverse civilizations in the world. Visit awe-inspiring monuments, explore bustling cities, and get lost in local towns and markets. Your trip begins in New Delhi—the capital of India. Immerse yourself in the markets and historic monuments of Old Delhi; explore New Delhi, the fast-paced, cosmopolitan capital that pays tribute to India's rich past, yet boasts modern architecture and sites of political importance. Explore Humayun’s Tomb, and take a rickshaw ride through the bustling city streets to Chandni Chowk, one of the oldest and busiest markets in Delhi.

Continue to the royal city of Jaipur, often called “the Pink City” for the pinkish tint on the city’s stone buildings. There, visit Hawa Mahal, also known as the “Palace of Winds,” an unusual structure honeycombed with over 900 niches and windows. Continue to Agra and marvel at two of India’s most famous architectural jewels, the Agra Fort and the Taj Mahal, one of the wonders of the world completed in 1648 by Emperor Shah Jahan in memory of his wife Mumtaz Mahal. The visit to the ancient temples of Khajuraho will leave you in awe. These ancient temples are well known for their erotic sculptures straight out of the Kama Sutra. The final stop is Varanasi—one of the oldest cities in India located on the banks of the holiest river—the Ganges. Here, you will feel the vibrancy as hundreds of devotees—both Hindus and Buddhists come to the river to bathe and pray. Western travelers to Varanasi have often come away with a feeling of euphoria after being on the river during the calm of the sun rise or after witnessing the evening aarti ceremony.

We assure you that this trip will leave you mesmerized and wanting more from this nation of contrasts, color and cacophony. Space is limited, and we encourage you to reserve today by returning the enclosed reservation form.

Warm regards,

Lisa K. Shafer

Lisa K. Shafer
Senior Director of Alumni & parent Engagement
A warm welcome by 1.3 billion hosts. Enjoy their warm hospitality and ready smiles.

Bask in a monument to everlasting love with a visit to the Taj Mahal— a UNESCO World Heritage Site.

Experience a slice of Delhi, the former seat of the British Raj in India and current capital of India.

Walk along the banks of the Ganges in Varanasi— India’s holiest and oldest city.

Stroll the ramparts of the famous fort built by the mighty Mughals.

Soak in a cacophony of colors and dynamism amidst a myriad of cultures that makes up India.
PROGRAM ITINERARY

October 30/31, 2019* – Depart U.S.A.
*Departure dates from the U.S. will vary depending on choice of airline and departure city.

November 1 – Arrive New Delhi
Met on arrival and transferred to your hotel.  Overnight: Le Meridien (no meals)

November 2 – Historic City Tour of Delhi
The historic tour begins at Jama Masjid, the largest mosque in India. Drive past the magnificent Red Fort, a marvel in red sandstone, built on the banks of River Yamuna by the Mughal Emperor Shah Jahan.

The 12th century Qutab Minar is a gracefully hand-carved for its entire height of 234 ft— an engineering marvel back in the day. Visit the mausoleum of emperor Humayun which was a forerunner of the Mughal style of architecture. The tour will also stop at India Gate, the President’s Residence, Parliament House and the Secretariat buildings - an interesting blend of the Victorian and 20th century architecture.

Welcome dinner with limited bar.  Overnight: Le Meridien (B, Welcome Dinner)

November 3 – Delhi | Jaipur
Depart for Jaipur popularly known as “Pink City”. India’s first planned city, Jaipur was built on the classical architectural principals of vaastu shastra. The city was divided into a grid and for the first time there was a segregation between residential and commercial areas.

Overnight: Trident Jaipur (B)

November 4 – Historic Jaipur Tour
Guided visits to Jaipur’s famous forts and historic places.

Visit the Amber Fort which is a classic, romantic Rajasthani Fort Palace, with its rugged, time-ravaged walls and fascinating palaces inside.

The City Palace is the former residence of the royal family and now a museum. Built in the style of a fortified campus, the palace covers almost one-seventh in area of the old city. One of the major attractions in the museum is the Armory Museum housing an impressive array of weaponry. Stop at Jantar Mantar, one of the largest stone and marble crafted observatory in the world. The observatory has seventeen large instruments, many of them in working condition.

Overnight: Trident Jaipur (B, L)
November 5 – Jaipur  |  Agra
Depart for Agra with a stop at Fatehpur Sikri. Fatehpur Sikri was a former capital of the Mughal empire, but due to inadequate potable water, it was abandoned a few years after it was founded. *Overnight: Trident Agra (B)*

November 6 – Agra
Early morning sunrise visit to the famous Taj Mahal. This monument is an amazing feat of human industry and a perfect example of beauty, symmetry and aesthetics. Only when one enters the main gates and gaze upon the Taj, does the enormity of the task of building this mammoth structure hit the visitor. Built by the Mughal Emperor Shah Jehan, this is a tribute of love for his favorite wife Mumtaz Mahal.

Visit the Agra Fort. This fort was started by Emperor Akbar in 1565. The palace is a notable for its smooth blending of Hindu and central Asian architectural styles. *Overnight: Trident Agra (B, L)*

November 7 – Agra-Jhansi (by train)  |  Khajuraho (by road)
Check out and depart by train to Jhansi Station. Met upon arrival and continue to Khajuraho by road. Khajuraho is famous for its 12th century temples many of them have erotic sculptures from the *Kama Sutra*. These temples are designated as a UNESCO World Heritage Site. *Overnight: Ramada (B)*

November 8 – Historic Khajuraho Temples
Visit to the western and eastern group of temples. These monuments to religion were built during the rule of the Chandela dynasty between 950 and 1050 A.D. The most significant of them is the Kandariya Mahadev Temple, dedicated to Lord Shiva- one of the largest and most typical of the Khajuraho temples. *Overnight: Ramada (B)*

November 9 – Khajuraho  |  Varanasi
Travel to Varanasi- India’s holiest city located on the banks of the Ganges. Varanasi, also known as Kashi or Benares, is one of the oldest living cities of the world with its history dating back to about 3,500 hundred years.

This evening, witness an Aarti (prayer) ceremony. You are taken on a boat on the river from where you can watch devotees come to the Ghats (steps) to offer prayers and float tiny oil lamps on the river. *Overnight: Royal Taj Gateway (B)*

November 10 – Historic Tour of Varanasi
Early morning boat ride at holy river Ganges which has a quieter, more serene feel. Later in the morning enjoy a half day city tour of Varanasi which includes a visit to some important temples like the Bharat Mata Mandir and the Durga Temple.
Afternoon visit to the Sarnath. It is said that after attaining enlightenment, the Buddha came to Sarnath, where he gave his first sermon. The museum next to this site contains some of the richest antiques from the Ashoka period.

Farewell dinner with limited bar (local wine, beer, soft drinks).

Overnight: Taj Gateway (B, Farewell Dinner)

November 11 – Varanasi | New Delhi
Flight to Delhi. Transfer to your hotel located near the airport

Overnight: Lemon Tree Aerocity (B)

November 12 – Depart
Depart for your onward journey back home or continue your adventure in India (see optional extensions below).

Due to the nature of the areas we will be visiting, this program involves some walking on uneven terrain or up and down stairs that may be steep or without handrails. On some days, it also covers long distances by bus. Every effort will be made to ensure your comfort; however, all participants are expected to be physically active and not be an impediment to others on excursions. Participants who are not able to walk unassisted for extended periods are kindly advised not to join this tour unless accompanied by an able-bodied companion who will be able to assist you at all times. If you have any questions about your ability to participate, we suggest that you visit your personal physician with this brochure in hand, and discuss whether or not this program is appropriate for you.

$3,999 per person (double occupancy) $1,299 single room supplement

THE ABOVE COST INCLUDES THE FOLLOWING:

- Accommodation on sharing basis as per the itinerary
- Meals as indicated above.
- All the airport meet and greet and transfers.
- English-speaking Guide/Escort
- Entrances at the monuments (single visit), as per the itinerary and camera fees.
- All currently applicable taxes
- All airport meet/greet + transfers.
- Domestic flights and trains

THE ABOVE COST DOES NOT INCLUDE:

- International flights to New Delhi (DEL).
- Expenses of personal nature like tipping to driver, guide, naturalist, alcoholic beverages, medical expenses, laundry, table drinks, telephone calls, fax or any other items not mentioned above.
- India visas.
- Any services other than the ones mentioned above.
OPTION 1:  
**An Ode to the South**  
**November 12-17**  
Immerse yourself in Tamil Nadu, South India’s most vibrant state. Visit the ancient temples of Mahabalipuram— the 7th century port city and wander the former French colony of Pondicherry. This unique city has flavors of French architecture, language and even cuisine.

**ITINERARY:**  
**Nov. 12** – Fly from New Delhi to Chennai.  
The Trident Chennai  
**Nov. 13** – AM tour of Chennai and depart for Mahabalipuram. Radisson Blu Temple Bay Resort (B)  
**Nov. 14** – Tour of Mahabalipuram and day tour of Kanchipuram. Radisson Blu Temple Bay Resort (B)  
**Nov. 15** – Puducherry. The Promenade (B)  
**Nov. 16** – Tour of Puducherry and Auroville. The Promenade (B)  
**Nov. 17** – Return to Chennai and connect to onward flight home.

**GROUND COST:**  
$1,999 per person (sharing)  
$1,025 single room supplement

**Includes:** New Delhi to Chennai flights, hotels and meal plan as indicated above, entry fees to monuments and guided tours, full time Guide.

**Excludes:** Gratuities, beverages, other meals not included, personal expenses.

OPTION 2:  
**The Ancient Caves of Ajanta & Ellora**  
**November 12-15**  
Visit one of the largest rock-cut monastery-temple cave complexes in the world and a UNESCO World Heritage Site. Ajanta and Ellora consists of ancient Buddhist, Jain and Hindu temples and rock carvings which will leave you in awe.

**ITINERARY:**  
**Nov. 12** – Fly from New Delhi to Aurangabad. Vivanta by Taj  
**Nov. 13** – Tour of Ellora Caves. Vivanta by Taj  
**Nov. 14** – Tour of Ajanta Caves. Vivanta by Taj  
**Nov. 15** – Aurangabad-Mumbai and depart.

**GROUND COST:**  
$1,399 (sharing)  
$375 single room supplement

**Includes:** New Delhi- Aurangabad-Mumbai flights, hotels and meal plan as indicated above, entry fees to monuments and guided tours.

**Excludes:** Gratuities, beverages, other meals not included, personal expenses.

OPTION 3:  
**The Backwaters of Kerala**  
**November 12-16**  
Visit Cochin— one of the oldest ports cities in the world and part of the spice route that once spanned 9,300 miles and thirty one countries in it's 2,000 year old history. Wander the historic streets and immerse yourself in Chinese, English, French and Dutch culture that once thrived here. Visit the famous Kerala Backwaters, a complex maze of water channels that can be traversed by houseboat gliding past small farming villages and endless expanse of brilliant green rice paddies. Indulge yourself in the famous Kerala ayurvedic treatment.

**ITINERARY:**  
**Nov. 12** – Delhi | Cochin. Brunton Boatyard (B)  
**Nov. 13** – Heritage tour of Cochin. (B)  
**Nov. 14** – Kumarakom. House boat cruise with lunch. Coconut Lagoon (B)  
**Nov. 15** – Nature based activity in the AM/ guided village walk. Rest of day at leisure. Coconut Lagoon (B)  
**Nov. 16** – Return Cochin and depart

**GROUND COST:**  
$1,485 per person(sharing)  
$675 single room supplement.

**Includes:** New Delhi- Cochin flights, hotels and meal plan as indicated above, entry fees to monuments and guided tours.

**Excludes:** Gratuities, beverages, other meals not included, personal expenses.

*Note: Tour can be combined with other extensions and also be done before the main trip. Subject to availability. The above extensions are suggested. Immersion Journeys can also custom design a pre/post tour for you.*
To reserve a space, please complete and return this form with your deposit of $1,000 per person payable to Immersion Journeys. Mail to: Immersion Journeys, 455 Main Street, Suite 5M, New York, NY 10044 or fax to: 917-210-4093 | Email: info@immersionjourneys.com. We will not process your deposit until you are assigned a place on the tour. Please contact 917-686-2620 or 302-743-7005 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 September 1, 2019 and is payable by check only. Credit card payments incur a 3.5% fee.

Please sign me/us up for the following optional extensions to India: □ An Ode to the South  □ The Ancient Caves of Ajanta & Ellora  □ Backwaters of Kerala

PASSENGER 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 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: ______________

Daytime Phone: __________________ Mobile: __________________

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 ____________________________  □ Double  □ Twin (separate beds)
- □ I prefer to share accommodations (if roommate is not available, I will pay the single rate)

Emergency Phone # & 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 Colors of India program and have read and agreed to the Immersion Journeys terms & conditions. I understand that portions of this trip will be strenuous, includes unpaved and uneven paths, and steps. I also agree to be in good physical shape and can walk without a full time walking aid or wheelchair. I am/ we are also taking responsibility for purchasing our own supplemental travel insurance including medical evacuation in order to participate in this travel program.

________________________________________  ______________________
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 Immersion Journeys LLC, Swarthmore College, Engaging Journeys, Inc (collectively “Immersion Journeys”, Swarthmore College, Engaging Journeys, Inc., “we”, “us” and “our”). The terms “client” “you” and “your” refer to each person who purchases and/or uses a tour package provided by Immersion 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.

Immersion 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 Immersion 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 Immersion 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 Immersion 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 Immersion 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. This amount may vary depending on the destination, accommodations and services.

Balance: The balance of the tour price is due 60 days before departure.

Revisions: A fee of $125 per booking for each change made sixty (60) days or more prior to the start of the tour. The cancellation fees set forth below apply to changes made less than sixty (60) days prior to the start of the tour.

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:

<table>
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<tr>
<th>Penalty</th>
<th>Number of Days of Advance Written Notice</th>
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<tbody>
<tr>
<td>$750 per person</td>
<td>Sixty-one (61) or more</td>
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<tr>
<td>50 percent (50%)</td>
<td>Between Thirty (30) and sixty (60)</td>
</tr>
<tr>
<td>One hundred percent (100%)</td>
<td>Less than thirty (30)</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 and must pay an additional operational expense if applicable such as, but not limited to special transport arrangements, hotel accommodations and local staff to assist.

Insurance: Immersion Journeys recommends that you purchase trip cancellation, medical, and baggage insurance to cover penalties and cancellation charges. Swarthmore College will send an insurance application upon receipt of reservation and deposit although you may select any insurer of your choice. 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 Swarthmore College. 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. The attendance of the study leader(s) is subject to a minimum ten (10) full-paying participants registering for the trip. 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.
All tour participants booking with Immersion Journeys certify that they are in good health, but travel, safaris and sightseeing endeavors are inherently dangerous activities. 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 the 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. Immersion 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 Immersion 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. Immersion Journeys recommends that you purchase insurance to cover medical expenses, trip cancellation and interruption, and loss of baggage. Please contact Immersion Journeys for further details.

Information: Information that Immersion Journeys publishes in its brochures, collateral material and on its web site is believed to be accurate and reliable. Immersion Journeys makes no representations or warranties regarding such information or any information provided by a third party. Unless expressly stated in writing, Immersion 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 Immersion 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.

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 Immersion Journeys, Swarthmore College, Engaging Journeys, Inc., 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: Immersion 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 Immersion 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 Immersion 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 Immersion 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 New York, 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 WITH YOUR TRIP OR PARTICIPATION IN ANY ACTIVITIES IN WHICH YOU PARTICIPATE.