



CASE WESTERN RESERVE  
UNIVERSITY



# The Best *of* Southern Africa

South Africa • Zimbabwe • Botswana

June 26 – July 5, 2024

Hosts: CWRU President Eric Kaler & Ms. Karen Kaler

*Optional pre-trip to Victoria Falls and post-trip extension to Namibia*

Dear CWRU Alumni and Friends,

Our love of African travel began in 2009 when we took a magical trip with a university group to Tanzania and Kenya. Since then, we have sought opportunities to return to the continent, including vacations to South Africa and Zimbabwe in 2013, and Uganda in 2020.

**Botswana** is now at the very top of our travel bucket list, and we are excited to experience its unique beauty with a small group of friends associated with CWRU.

We want to extend this invitation to you because we believe you would relish this experience just as much as we will. The group will be composed by invitation only, but if you know other travelers who want to join us, let us know.

Why Botswana? We have long wanted to see the Okavango Delta— a pristine water landscape. Here the rainwater from the Angolan Highlands travels over 1,200 kilometers through a meandering and complex series of rivers, tributaries and underground aquifers to fill up a massive delta that is home to thousands of bird species and land animals. We are also excited to visit Chobe National Park, home to some of the world's largest herds of elephants. In the Central Kalahari region, we will visit some of Africa's oldest tribes— the San bushmen. These hunter gatherers still practice their traditions, and are today they are amazing wildlife guides. We will have the remarkable opportunity to spend a few days with them and learn about both the desert ecosystem and the knowledge that has been passed down from their forefathers.

For those wishing to extend our adventure, pre-trip to Victoria Falls is available. A post-trip extension is also available to Namibia, which has some of the world's highest desert dunes and the oldest desert.

Space is limited to only 18 guests. We encourage you to sign up by filling out the reservation form in this brochure or by going online:

<https://immersionjourneys.com/cwru-best-of-southern-africa/>

We look forward to joining you on this amazing African adventure!

Best regards,

Eric and Karen Kaler



# Your Hosts



## President Eric Kaler

Eric W. Kaler became the 11th president of Case Western Reserve University on July 1, 2021. He joined Case Western Reserve from the University of Minnesota, where he served as president from 2011-2019 and professor of chemical engineering and materials science from 2011-2021.

An accomplished chemical engineer and visionary university leader, Kaler’s career in higher education spans more than 40 years and includes leadership and faculty roles at premier public research universities. He is a member of the National Academy of Engineering and was elected as a fellow of the American Academy of Arts and Sciences for both his leadership in engineering and in higher education.

Kaler has significant expertise in elevating research, expanding fundraising, forming collaborative partnerships, encouraging entrepreneurship and advocating for diversity, equity and inclusion.

## Ms. Karen F. Kaler

Karen Kaler, partner to President Eric Kaler, is a graphic designer, author, and avid volunteer for Case Western Reserve University. She enjoys meeting alumni, friends, and parents of CWRU students, and promoting scholarships for the incredible students at the university.

Karen’s book *Eastcliff: History of a Home* was published in April 2023. It was written as a memoir of the first century of the official university residence of the University of Minnesota. She co-authored a monograph titled “The Lives of Presidential Partners in Higher Education Institutions.” Currently, she is working on a book series provisionally titled “History with a Southern Accent.” Before focusing on writing, Karen had a career in communication design. A native of Nashville, Tennessee, she was a studio art major as an undergraduate and in graduate school.

Eric and Karen live in Cleveland with their very large dog, Adelbert. They are parents of two adult sons, and relish their elevated status as grandparents.



### Map Key

- Optional Pre-trip
- Main Trip
- Optional Post-trip

# Main Program Itinerary

## June 25, 2024 – Depart U.S.

Suggested departure date and overnight flight.

## June 26

Welcome to Johannesburg. Meet your guide at the airport and transfer to your hotel. Enjoy welcome cocktails with your fellow travelers.

*\*If you wish to arrive early, please contact Immersion Journeys for assistance in booking your early arrival hotel (\$285 per night including breakfast)*

*Overnight: Peermont D'Oreale (Welcome Cocktails)*

## June 27 – Johannesburg | Kasane (Botswana)

Take a scheduled flight to Kasane which is the gateway to Chobe National Park. Your lodge overlooks the Chobe River and Caprivi floodplains. It is also the only permanent safari lodge in the park. You are spoilt for choice when it comes to game viewing in this wild part of Africa and the prized Big Five take center stage. Enjoy an afternoon game drive.

*Overnight: Chobe Game Lodge (Breakfast, Lunch, Dinner, non-premium drinks)*

## June 28 & 29 – Chobe National Park

Spend your days on game drives and river cruises with front row seats to a wildlife spectacle.

*Overnight: Chobe Game Lodge (Breakfast, Lunch, Dinner, non-premium drinks)*

## June 30 – Chobe National Park | Tau Pan (Central Kalahari Game Reserve)

Fly to Tau Pan in Botswana's Central Kalahari Game Reserve. Tau translates to lion and it has derived its name from the black-maned Kalahari lions that frequent the camp. Botswana's landscape is predominantly desert with the Kalahari eco-system extending west into Namibia and south into South Africa.

*Overnight: Tau Pan Camp (Breakfast, Lunch, Dinner, non-premium drinks)*

## July 1 – Central Kalahari Game Reserve

Like any desert, the Kalahari is full of life with oryx, the desert-adapted springbok, jackals, the rare brown hyena, red-crested Korhaan, and herds of wildebeest. Your camp is one of a wild and untamed experience where you can enjoy daily nature walks with Bushman trackers, game drives and watch the bright, unhindered southern African skies at night.

*Overnight: Tau Pan Camp (Breakfast, Lunch, Dinner, non-premium drinks)*

## July 2 – Kalahari | Okavango Delta

Take a bush flight into the Okavango Delta. This wilderness and ecological sensitive area is a topographical depression that fills up with water each year from local rains and a river system that carries water from the Angolan highlands over 1,200 kilometers bringing with it much needed sustenance for the animals and birdlife that rely on it. Embark on an afternoon safari game drive.

*Overnight: Mma Dinare (Breakfast, Lunch, Dinner, non-premium drinks)*

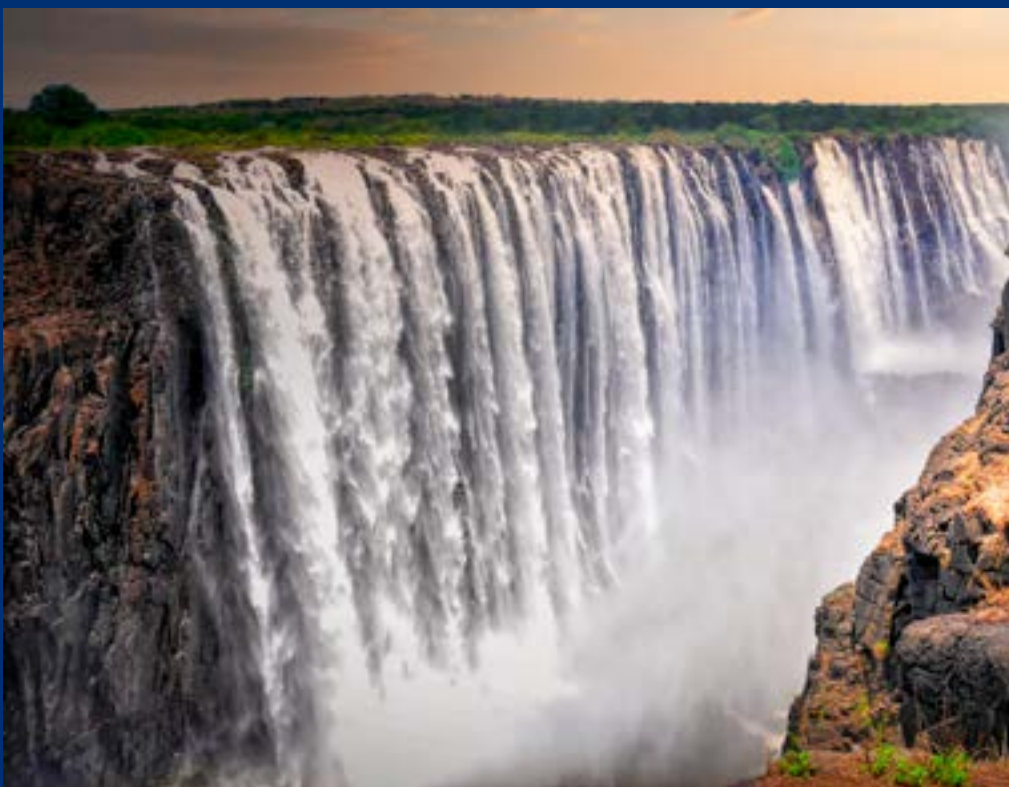
## July 3 & 4 – Okavango Delta

As the waters of the Delta rise and fall, experience game viewing by canoe (depending on water levels), vehicle and walking with professional guides. Each day is different in the wilderness. What you experience in the morning may be completely different a few hours later. The Okavango Delta is home to hundreds of species of mammals, reptiles and birds and the water system provides them the sustenance to survive the seasons of wetness and extreme dryness. *Overnight: Mma Dinare (All meals and non-premium drinks)*

## July 5 – Okavango Delta | Maun | Johannesburg

Take a bush flight to the town of Maun and connect to a scheduled flight to Johannesburg. Transfer to your airport hotel. Later this evening, transfer to the airport for your flight home.

*\*Those going on the Namibia extension will overnight at the hotel (see Namibia extension details below).*



## Optional Pre-trip to Victoria Falls, Zimbabwe *(See costs on next page)*

**June 24, 2024**– Arrive Johannesburg.  
*Peermont D'Oreale Hotel*

**June 25**– Flight to Victoria Falls, Zimbabwe. Evening sunset cruise. *Ilala Lodge (Breakfast, Dinner)*

**June 26**– Guided walking tour of the Victoria Falls. *Ilala Lodge (Breakfast, Dinner)*

**June 27**– Overland border crossing into Botswana. Join the main group.



## Optional Post-trip to Namibia *(See costs on next page)*

**July 6, 2024** – Flight to Windhoek. Connect to bush flight to Soussevlei. *Kulala Desert Lodge (B, L, D)*

**July 7** – Guided tour to the dunes, Deadvlei, Sesriem Canyon. *Kulala Desert Lodge (B, L, D)*

**July 8** – Flight to Swakopmund. *The Strand Hotel (B)*

**July 9** – Marine and Sandwich Harbour Cruise. *The Strand Hotel (B, Light Lunch)*

**July 10** – Flight to Windhoek and connect to your flight home.

# Ground Costs

## Optional Pre-trip to Victoria Falls

*(June 25-27, 2024)*

**\$1,999 per person (double occupancy),**

**\$450 single room supplement**

**(limited availability)**

### **Includes:**

- All airport transfers.
- Johannesburg to Victoria regional flight (economy class).
- 3 breakfasts, 2 dinners.
- Sunset cruise on the Zambezi River.
- Guided tour of the Victoria Falls.
- Victoria Falls to Kasane, Botswana transfers and cross-border assistance.
- All Immersion Journeys coordination.

### **Excludes:**

International flights, Zimbabwe visa on arrival (\$30/ person- cash only), beverages, additional meals, tips/ gratuities to guides, drivers, porters, restaurant staff, hotel and lodge staff, vaccinations, any services not mentioned above.

## Main Trip to Botswana

*(June 26 – July 5, 2024)*

**\$13,499 per person (double occupancy),**

**Due to the very limited space available in the lodges, all rooms require double occupancy. Should you have any questions, please contact Sarah Doody at (904) 432-3141.**

### **Includes:**

- All accommodations indicated.
- All arrival and departure airport assistance and transfers.
- Welcome cocktails in Johannesburg, 9 breakfasts, 7 lunches, 8 dinners.
- Non-premium beverages in Botswana properties.
- Meals as indicated.
- Scheduled group flights in economy class: Johannesburg to Kasane and Maun to Johannesburg.
- All bush flights within Botswana.
- All safari activities as indicated with professional guides.
- Full time local tour director.

### **Excludes:**

- International flights.
- Visas (if applicable) \* U.S. passport holders don't need visas for South Africa and Botswana.
- Vaccinations.
- Meals not indicated in the itinerary.
- Beverages not indicated in the itinerary.
- Trip insurance.
- Tips/ gratuities to guides, drivers, lodge and hotel staff, tour manager.
- Any services not mentioned above.

## Optional Post-trip to Namibia

*(July 6-10, 2024)*

**\$4,999 per person (double occupancy),**

**\$1,050 single room supplement**

**(limited availability)**

### **Includes:**

- Roundtrip economy fare flights: Johannesburg – Windhoek – Johannesburg.
- All airport and airstrip transfers.
- Bush flights within Namibia.
- 5 breakfasts, 2 dinners.
- All guided activities in Soussevelei and Swakopmund.
- All Immersion Journeys coordination.

### **Excludes:**

International flights, Namibia visa on arrival (if applicable. U.S. passports holders do not need a visa), beverages, additional meals, tips/ gratuities to guides, drivers, porters, restaurant staff, hotel and lodge staff, vaccinations, any services not mentioned above.

# Tour Reservation Form

To reserve a space, please complete and return this form with your non-refundable deposit of \$1,000 (\$1,450 per person including Victoria Falls and/or Namibia extension) payable to *Immersion Journeys*. Mail to **455 Main Street, Suite 5M, New York, NY 10044** or email: info@immersionjourneys.com. You can also sign up online by clicking on this [link](#). We will not process your deposit until you are assigned a place on the tour. Please contact 917-686-2620/ info@immersionjourneys.com if you have any questions about the registration process.

**Check one:**  Enclosed is my/our non-refundable deposit check of \$\_\_\_\_\_ (\$1,000 per person/ \$1,450 per person including the Victoria Falls and/or Namibia extension)

Please charge my/our non-refundable deposit of \$\_\_\_\_\_ (\$1,000 per person/ \$1,450 per person including the Victoria Falls and/or Namibia extension) to my:

VISA  MasterCard  American Express

Name: \_\_\_\_\_ Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

**The balance of the trip is due on March 28, 2024 and payable by check or bank wire. Credit card payments on the balance will incur a 3.5% fee.**

Authorized Card Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign me/us up for the 3-night Victoria Falls optional pre-trip (June 25-27, 2024)**

**Please sign me/us up for the 4-night Namibia optional post-trip extension (July 6-10, 2024)**

## PASSENGER INFORMATION

**Name 1 (as on passport)** \_\_\_\_\_

**Name 2 (as on passport)** \_\_\_\_\_

Passport # \_\_\_\_\_ Nationality \_\_\_\_\_

Passport # \_\_\_\_\_ Nationality \_\_\_\_\_

Issue Date (mm/dd/yy) \_\_\_\_\_ Expiration (mm/dd/yy) \_\_\_\_\_

Issue Date (mm/dd/yy) \_\_\_\_\_ Expiration (mm/dd/yy) \_\_\_\_\_

Date of Birth (mm/dd/yy) \_\_\_\_\_ CWRU Affiliation \_\_\_\_\_

Date of Birth (mm/dd/yy) \_\_\_\_\_ CWRU Affiliation \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email (*write clearly*) \_\_\_\_\_

Email (*write clearly*) \_\_\_\_\_

I prefer single accommodations for the pre and/or post trip (*Not available in the Botswana main trip*)

Emergency Phone # and Contact Name (during trip): \_\_\_\_\_

I plan to room with \_\_\_\_\_  Double  Twin (separate beds)

Please indicate any special needs (diet, health, mobility, etc.): \_\_\_\_\_

*By submitting my/our non-refundable deposit of \$1,000 per person (\$1,450 per person including the Victoria Falls and/or Namibia extension, I/we am/are registering for the **Best of Southern Africa** program and have read and agreed to the Immersion Journeys Participant's Agreement. I/we understand that portions of this trip will be moderately strenuous, will include some long drives and may include unpaved paths, steps and most activities will take place outdoors. Travelling will be in a combination of coaches, 4x4 safari vehicles and small bush planes. I/we also agree to be in good physical shape and will be prepared to walk without a full time walking aid or wheelchair. I/we also take responsibility for purchasing our own supplemental travel insurance including medical evacuation coverage.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Participant's Agreement

*By signing our tour reservation form, or otherwise indicating your assent in writing, you agree to the terms and conditions set forth in this document. These terms and conditions apply to the Tour, the itinerary for the Tour and payment for the Tour*

**INTRODUCTION:** These are the terms and conditions applicable to the tour packages provided by Immersion Journeys LLC, Case Western Reserve University, Engaging Journeys, Inc. (collectively "Immersion Journeys", "Case Western Reserve University", "Engaging Journeys" "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.

**RESERVATIONS AND PAYMENTS:** A prepayment non-refundable deposit of \$1,000 per person (non-refundable; \$1,450 per person if also participating in the pre-trip and/or post-trip extension) along with a completed and signed Tour Reservation Form, and copy of passport are required in order to confirm your reservation. Upon receipt of these forms and your deposit, we will confirm your trip. This Agreement: The signed Reservation form and the signed Credit Card Authorization section of the Tour Reservation Form are all part of your agreement with us.

**The balance of your Tour cost is due 90 days prior to departure.**

**TRAVEL INSURANCE:** We strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation in a Tour, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available for comprehensive coverage of such expenses in conjunction with cancellation due to illness or accident, and damaged or lost luggage.

**Please contact Sarah S. Doody, [sxd618@case.edu](mailto:sxd618@case.edu), (904) 432-3141 for insurance information.**

**CANCELLATION AND REFUND POLICY:** Our cancellation charges are based on the stringent payment policies of our suppliers of local services and therefore represent a reasonable estimate of our loss. Cancellation charges are expressed as a percentage of your total trip cost (excluding commercial airfare) and also depend on the day you cancel and the day of your scheduled departure from your home. Our cancellation charges are in addition to whatever the airline may charge you:

## Penalty

Non-refundable

50 percent (50%) of total tour cost

One hundred percent (100%) of tour cost

## Number of Days of

## Advance Written Notice

Ninety (90) or more

Between eighty-nine (89) and sixty (60)

Less than sixty (60)

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, cancelled or delayed transportation. Your decision not to participate on the Tour due to State Department or Centers for Disease Control advisories or warnings, fear of travel, or for 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 start date, you will be considered a no-show. No refunds will be available, but you may join the Tour late if you wish. Commercial airline tickets must be paid in full at the time of ticketing. Airline cancellation charges are set forth on the invoice.

**Not Included:** Taxes; passport, visas and associated fees; personal expenses such as laundry, telephone calls and Internet access; accident/sickness, trip cancellation, and baggage insurance; gratuities to ship and hotel personnel; optional sightseeing excursions; baggage charges on aircraft; local departure air/airport tax(es); airfare and associated local taxes, airport facility and security taxes and federal inspection fees not listed as included in the travel Tour; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure; any overnight on land due to flight schedule(s); meals, alcoholic or other beverages and all other services not specifically mentioned as included in the travel Tour

**AIRFARE:** Airfare is subject to change and availability and, depending on the fare basis, likely is non-refundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Immersion Journeys or their airline ticketing partners.

**BAGGAGE:** Luggage allowance policies are set by the airlines and may change without notice. Baggage is at owner's risk throughout the trip. Airlines, buses, vans and other modes of transportation may all have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions

**PRICE INCREASES:** Destination countries increase their VAT taxes from time to time. Some suppliers impose energy surcharges or other price increases. Prices are also subject to increase due to currency fluctuations. Any such increases will be applied to your total due at the time of final payment.

**PASSPORTS, VISAS, and OTHER ENTRY REQUIREMENTS:** International travel requires a passport valid 6 months beyond your intended return travel date. In most 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. If one parent or guardian plans to bring a minor child without the other parent or parents, some countries and airlines have strict documentation



and permission requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers. Please speak with us if you are unsure about the visa requirements for your travel destination. You are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.

**RESPONSIBILITY AND ASSUMPTION OF RISK:** Immersion Journeys, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively "Immersion Journeys"), do not own or operate any entity which is to or does provide goods or services for your Tour including, for example, lodging facilities, airline, vessel, or other transportation companies, safari or guide services, local ground or safari operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Immersion Journeys is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Immersion Journeys is not responsible for any injury, financial or other loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts or orders of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by wild or domestic animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Further, I release Immersion Journeys from its own negligence and assume all risk thereof.

We have no special or unique knowledge regarding the financial condition of the suppliers of services, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For useful information regarding your destination, we strongly recommend reviewing the destination-specific information at [www.travel.state.gov](http://www.travel.state.gov), and the Centers for Disease Control at [www.cdc.gov/travel](http://www.cdc.gov/travel).

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. The right is reserved to decline to accept as a Tour participant, or remove from a Tour, without refund, any person Immersion Journeys judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other Tour participants, leaders or third parties, or who Immersion Journeys determines to detract from the enjoyment of the Tour by others. Specific room assignments are within the sole discretion of the lodge or hotel.

**Assumption of Risk of Exposure to COVID-19:** you agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses or other illnesses, diseases, or conditions, including but not limited to the coronavirus known as COVID-19. The coronavirus COVID-19 is primarily transmitted via exhaled respiratory droplets, most often through coughing, sneezing and breathing in close proximity to another person. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons. You understand and agree that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the trip, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition. You understand and agree to hold the Immersion Journeys, its officers, vendors and suppliers harmless and not liable for any real or perceived symptoms of COVID-19 or any other disease, illness, or condition, nor for exacerbating any existing symptoms of any illness, disease or condition, and you fully agree to accept these and all other known and unknown risks of receiving services from Immersion Journeys.

**CANCELLATIONS AND POSTPONEMENTS BY IMMERSION JOURNEYS:**

Immersion Journeys reserves the right to change the itinerary, the lodges or hotels utilized or any Tour features at any time and for any reason, with or without notice, and Immersion Journeys shall not be liable for any loss of any kind as a result of any such changes. Immersion Journeys may cancel or postpone a Tour (or an option) for any reason whatsoever. Seasonal changes (for example, from low to high season) may result in higher prices. In any event, for cancellations (or postponements) based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, pandemics, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to Immersion Journeys, but only to the extent its suppliers are crediting Immersion Journeys with those monies paid by Immersion Journeys to them. Under no circumstances is Immersion Journeys obligated to refund the cost of any purchased travel insurance. Immersion Journeys is not required to cancel any Tour for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Immersion Journeys is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Immersion Journeys makes the flight arrangements or cancels the Tour. Immersion

Journeys reserves the right to substitute lodges, hotels, vessels or attractions for those listed in the tour description if same is required by circumstances beyond its control or for the convenience or well-being of clients.

**OTHER TAXES AND FEES:** 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.

**FORCE MAJEURE:** Immersion Journeys assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Tour, acts of God, acts or orders of government, epidemics, war, terrorist acts, riots, disaster, weather events, or strikes.

**INDEMNIFICATION:** You shall indemnify, defend and hold harmless Immersion Journeys, Case Western Reserve University, Engaging Journeys and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with these terms conditions.

**PHOTO RELEASE:** You consent to our use of pictures or video of you in our marketing materials without compensation.

**Physical Accessibility:** All Tours require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Participants must be able to embark or disembark vans or motor coaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for handling equipment. Please understand that the Americans with Disabilities Act does not apply outside the United States.

**CONDUCT DURING 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. This includes the requirement to wear a face mask and other health and sanitization requirements. 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.

**MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize Immersion Journeys or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Immersion Journeys from any liability for medical attention arranged or not arranged on your behalf. Immersion Journeys assumes no liability regarding provision of medical care or evacuation services.

**CHANGES:** Changes in this Agreement may be made only in writing, signed by an officer of Immersion Journeys.

**BINDING ARBITRATION:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the Tour, or the Tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) State of New York law and will take place in New York City, New York. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, the participant and Immersion Journeys are waiving the right to a trial by jury. Any arbitration commenced against Immersion Journeys must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**By signing the Tour Registration form, you agree to the terms of this Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement. Your Agreement extends to any tour to which you may transfer. If you party includes a person under 18, then you represent that you are that person's parent or legal guardian.**

