



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, & BINDING ARBITRATION AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY. THIS AFFECTS YOUR LEGAL RIGHTS.

This Release of Liability, Waiver of Claims, Assumption of Risk, & Binding Arbitration Agreement ("Agreement") is a release and limitation of liability and waiver of claims with respect to Natural Habitat, Inc. dba Natural Habitat Adventures ("NHA") and World Wildlife Fund, Inc. ("WWF") and the other Released Persons (as defined below). As an individual booked on and participating in an NHA Trip ("Guest"), your signature is required to travel on the NHA/WWF Trip, including any Extensions, for which you have registered (the "Trip"). Each Guest is expected to fully read, understand and complete the Agreement for him or herself. The completed Agreement must be returned to NHA's office within 14 days of booking your Trip.

Released Persons

The term "Released Person" or "Released Persons" means: (i) NHA, (ii) WWF, (iii) each of their respective past, present and/or future parents, subsidiaries, affiliates, joint venturers, predecessors, successors, assigns, shareholders, members, directors, officers, managers, employees, agents, and representatives; and (iv) the respective insurers of all such Persons referred to above but only to the extent of their capacity as an insurer of such Persons.

COVID-19

Guest understands and acknowledges that there is an inherent risk of being exposed to bacteria, pathogens, and viruses, including the coronavirus that causes COVID-19, and of contracting an illness or disease, including COVID-19, as a result of exposure to other individuals and/or surfaces. Guest hereby waives and releases the Released Persons from any and all claims, demands, and damages arising from or relating to any exposure to bacteria, pathogen, or virus, including, but not limited to, the coronavirus and/or the contraction of any illness or disease as a result of any such exposure, including, but not limited to, COVID-19, including claims and damages due or allegedly due to the negligence of any Released Person or Guest.

Guest understands and acknowledges that he/she may be required by NHA, government authorities, local suppliers, or other entities to undergo screening measures and/or sign additional forms before and/or during the Trip in order to join and/or continue on the Trip. Guest agrees to obey all rules and regulations related to COVID-19 set forth by NHA, the Expedition Leader(s), Local Guides(s), other representatives of NHA, government authorities, or local suppliers. NHA reserves the right, in its sole discretion, to prohibit any Guest from joining or continuing on a Trip if, in its opinion, Guest's health, behavior, or actions pose or could pose a threat to his/her health or safety, or the health or safety of other Guests or staff. Should a Guest not be permitted to join a Trip or be asked to leave a Trip in progress, (i) Guest shall not receive a refund for any portion of the Trip price, used or unused, beyond that which is listed in the NHA cancellation policy, and (ii) NHA shall not be responsible for any additional expenses incurred by Guest as a result of his/her dismissal. Additionally, NHA shall not be responsible for any expenses incurred by Guest as a result of any required or recommended treatment for suspected or confirmed COVID-19 cases including, but not limited to, transportation, accommodation, or medical expenses.

In the event Guest tests positive for COVID-19 before, during, or up to 21 days after the conclusion of the Trip, he/she shall immediately notify NHA. Upon NHA's receipt of notification of a Guest's positive COVID-19 test, NHA shall notify all other Guests, staff, and other persons who may have come into contact with the

Guest of the incidence of a positive COVID-19 result. NHA shall not disclose the identity of any Guest who tests positive for COVID-19 and shall protect Guests' personally identifiable information in accordance with NHA's privacy policy.

Release, Assumption of Risk and Limitation of Liability Agreement

NHA attempts to select reliable suppliers and contractors to provide air, marine and other transportation, accommodations, guiding and other travel-related services. With limited exceptions, NHA does not own, operate, or control any entity that provides, or is to provide, any goods or services for your Trip, including, without limitation, any lodging facilities, airline, bus, vessel or other transportation companies, food service providers, local ground operators, outfitters or guides, safari operators, equipment suppliers, organizers of optional excursions, entertainment providers, etc., including, without limitation, various entities that may utilize the NHA name or logos. NHA and other Released Persons are not responsible for any negligent or willful act, or failure to act, of any such person or entity, or of any other third party.

Additionally, I am voluntarily participating in this Trip and acknowledge that the Trip I am undertaking involves risks, inherent and otherwise, which may cause injury, illness, death, emotional trauma, inconvenience, delay, or other unanticipated events. These risks may include, but are not limited to, the following: (i) negligence in any manner on the part of a Released Person including, without limitation, negligence in the conduct or arrangement of the Trip in any respect from inception to completion; (ii) acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; (iii) terrorism or the threat of such; (iv) physical exertion for which I am not prepared; (v) negligent or reckless conduct by myself or other Guests; (vi) forces of nature including, but not limited to: weather and climate conditions, natural disasters, high altitude, perils of the sea or water-based activities; (vii) overbooking or downgrading of accommodations or structural or other defective conditions in hotels or other lodging facilities; (viii) the operation of and/or mechanical or other failure of any means of transportation or for any failure of any transportation mechanism to arrive or depart in a timely or safe manner; (ix) collisions of ships or other vehicles; (x) dangers associated with or bites from wild or other animals, pests, or insects, marine life or vegetation of any sort; (xi) risks and dangers incident to any recreational activities in which I choose to participate during the Trip, such as snorkeling, kayaking, and hiking; (xii) rugged or uneven terrain; (xiii) epidemics, pandemics, or the threat of such; (xiv) sanitation problems including, without limitation, risks and illnesses associated with consumption of food, beverages, or impure water; (xv) consumption of alcohol or other substances; (xvi) risks associated with exposure to allergens, food-related, environmental or otherwise; (xvii) risks associated with potential exposure to bacteria, viruses, including coronavirus, and other contagion from other individuals, food, water, or surfaces; (xviii) accident or illness without access to rapid evacuation; (xix) lack of access to or quality of medical supplies and/or medical care in the event of illness, injury, or medical emergency; (xx) difficulty in evacuation in case of a medical or other emergency; (xxi) stolen, lost, or misplaced luggage or property; (xxii) theft or break-ins into vehicles, lodging rooms or elsewhere; (xxiii) negligence, criminal or willful misconduct by third parties; or (xxiv) financial default of any supplier.

I understand that the description of the risks in this Agreement is not complete, and I voluntarily choose to participate in and expressly assume all risks and dangers of the Trip, whether or not described herein, and whether known or unknown. I also agree to hold harmless, release, discharge, indemnify, and agree not to sue NHA and/or WWF and/or any other Released Person, for any injury or illness to me, including death, loss, emotional distress or psychological harm, property damage, or expense, which I may suffer, arising in whole or in part out of my participation in the Trip, including, but not limited to, those risks, injuries, illnesses, damages and/or losses that are unknown, inherent or otherwise.

I further agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma, emotional distress or psychological harm, or death. I acknowledge that NHA, WWF, and/or other Released Persons are not insurers of my safety during the Trip.

Additionally, in consideration for being allowed to participate in this Trip, I agree, to the fullest extent permitted by law, to waive any and all claims against and to hold claims based on any Released Person's alleged or actual negligence or breach of any contract and/or express or implied warranty, or breach of any statutory duty, or other duty of care, excepting any Released Person's gross negligence.

Notwithstanding any other provision in this Agreement, in accordance with the policy of the United States National Park Service ("NPS"), this Agreement shall not apply with respect to negligence, injuries, or other losses occurring on any NPS property.

Authorization and Consent to Release Medical Information

I authorize my physician, hospital, and/or other medical provider to release to NHA, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives, any information regarding my medical history, symptoms, treatment, examination results, medication(s) or diagnosis in the event of a medical situation or emergency occurring during a Trip.

I also authorize NHA, WWF, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives to release protected health/medical information to any persons or entities, including my emergency contact or other persons as designated to NHA, as necessary for my treatment in the event of a medical situation or emergency occurring during a Trip, including to verify eligibility and administer/process claims, as determined by NHA, WWF, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives in its sole discretion. I understand and agree that the health information disclosed may include sensitive information, such as mental health, HIV/AIDS, STDs, alcohol or substance abuse solely as necessary for my treatment in case of an emergency.

I understand that if the person or entity that receives the above information is not a healthcare provider or health plan covered by federal privacy regulations, the information described above may be re-disclosed by such person or entity and will likely no longer be protected by the federal privacy regulations.

I understand that I may revoke this authorization in writing at any time, except to the extent that action has been taken by NHA, WWF, Arch Insurance Solutions Inc., UnitedHealthcare Global or its representatives in reliance on this authorization, by sending a written revocation to NHA at the following address: P.O. Box 3065, Boulder, Colorado, 80307, or by email to info@nathab.com.

This authorization will expire at the conclusion of a Trip or after any such action has been resolved.

Miscellaneous Provisions

I have fully read, understand, and agree to follow all written and verbal rules, guidelines, policies, regulations and recommendations (the "Rules") presented by NHA/WWF, and to indemnify both NHA and WWF and other Released Persons for any costs or losses that are caused by or arise in connection with my failure to follow any such Rules.

I understand that NHA/WWF reserves the right to refuse as a Guest, or remove from a Trip, without refund, any person it determines to be incapable of meeting the rigors and requirements of participating in the Trip and its activities, who is abusive or presents a risk of danger to other Guests, Trip leaders, third parties or wildlife; or whom it determines to detract from others' enjoyment of the Trip.

I acknowledge that during an NHA/WWF Trip, my image or likeness may be captured in photograph, video, sound recording, live-action Internet transmission and other media ("Personal Images"), and that NHA and/or WWF may wish to use these Personal Images for promotional and other business purposes. I grant to NHA and WWF the non-exclusive, royalty-free, transferrable right to use my photo/video image, likeness, voice, name, and/or interview or biographical material in conjunction with other materials, in all forms and

media, including, without limitation, advertising, trade or any commercial purposes, throughout the world and in perpetuity. I understand that this consent is made without any compensation or fees and that no compensation or fees are due or may become due to me.

Severability

I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portions of the Agreement shall continue in full force and effect.

Binding Arbitration and Waiver of Class Actions

I agree that any disputes concerning NHA's Terms & Conditions, this Agreement, literature regarding the Trip, or the Trip itself, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-6, either pursuant to the then-existent commercial rules of the American Arbitration Association (AAA) or the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). These proceedings shall be governed by the substantive, but not procedural, law of the State of Colorado, shall apply without any consideration or regard to the Colorado Revised Uniform Arbitration Act, and shall take place in Boulder, Colorado. 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. By agreeing to these terms and conditions, I, as well as NHA/WWF, waive our right to a trial by jury.

THIS RELEASE PROVIDES FOR THE EXCLUSIVE RESOLUTION OF ANY DISPUTES THROUGH ARBITRATION ON A GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ARBITRATION OR LAWSUIT. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST ANY RELEASED PERSON WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT IN COMBINATION WITH OTHER GUESTS WHO ARE NOT FAMILY MEMBERS OR AS A MEMBER OF ANY PUTATIVE OR CERTIFIED CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. GUEST ALSO AGREES THAT THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS OR CONSOLIDATED BASIS.

Knowing and Voluntary Execution

By signing this Agreement, I attest that I am in good general health and mobility and am capable of performing normal activities on this Trip. I further attest that I am capable of caring for myself during the Trip, and that I will not impede the progress of the Trip or the enjoyment of others. I certify that I have not been recently treated for, nor am I aware of, any medical condition, infirmity or disability (physical or mental) that would create an unreasonable risk to myself, Trip leader(s), third parties, other Guests on the Trip or to wildlife.

I acknowledge that I have read this Agreement, NHA's Terms & Conditions, and all materials and literature regarding the Trip carefully before signing this document, and that I understand all of the provisions. I am signing this Agreement freely and without duress, and intend it to be a document signed, sealed and delivered by me under my hand and seal.

I agree that NHA's Terms & Conditions, this Release of Liability, Waiver of Claims, Assumption of Risk, & Binding Arbitration Agreement, and all other terms of this Agreement shall be legally binding upon me, all minors under the age of 18 traveling with me, and my and my child's heirs, successors, assigns, and legal representatives.