



## TERMS AND CONDITIONS

**This is the Customer Agreement between Customer (You) & Nomadic Road Experiences LLP ('Nomadic Road'). Please read the Agreement carefully.**

Welcome to Nomadic Road! You are a highly valued Customer and we look forward to hosting you as our guest. This page is designed to make you fully aware of the terms, conditions and policies governing your participation on our expeditions, so that you may enjoy a safe and fulfilling expedition of a lifetime. It is also a legal document that requires your careful attention.

Agreeing to these policies when booking one of our expeditions creates a contractual relationship between you and Nomadic Road. After reading this entire Customer Agreement (the **"Agreement"**), in order for your expedition reservation to be completed, you must indicate your acceptance of the terms, conditions & policies found herein. The policies described herein, in combination with your online reservation forms along with your invoice and other applicable documents mentioned below, constitute the entire mutual Agreement between us.

### 1. INTRODUCTION TO OUR SERVICES:

Nomadic Road offers unique Self-Drive Expeditions across the world. We want you to feel the true essence of seeing the world by road. Although anyone can come and be part of the journey, we do expect the following qualities from customers on our expeditions. These requirements are not applicable to passengers who will not drive.

- a. Any Customer who signs up for Nomadic Road Expeditions is expected to have acceptable driving skills. Off-Roading skills are not a requirement, if needed drivers will be briefed and trained by Nomadic Road experts during the expedition.
- b. Any Customer who will be driving the vehicle must hold a valid driver's license. Some countries may require you to apply for an international driving permit which will be informed by the Nomadic Road team during registration.
- c. Each Customer must be of legal age to be able to drive Nomadic Road expedition vehicles and should have held a driver's license for at least one year. The above requirements are also applicable to all additional drivers, if any.



## 2. BOOKING & CANCELLATION

- a. PAYMENTS: To confirm an expedition reservation:
  - i. **A non-refundable per person** advance deposit is due from the Customer at the time of online booking. The deposit amount may vary depending on the expedition type. Please check the individual expedition for more details.
  - ii. The final balance payment is due from the Customer 75 to 90 days prior to departure. The deadline changes depending on the expedition. Please check the specifics under the respective expedition details.
- b. FORMS OF PAYMENT: Forms of payment accepted by Nomadic Road includes either payment through its Website or through direct wire transfers. Detailed information regarding forms of payment will appear on the website or will be provided by Nomadic Road upon request.
- c. CANCELLATIONS: The cancellation fees will be applied to the Customer according to the number of days prior to departure of the expedition that Nomadic Road receives a written notice of cancellation from the Customer. All cancellations must be made in writing and should be sent via email to Nomadic Road. The details of cancellation fees is made available for each expedition separately.
- d. HOW TO GUARD YOUR CANCELLATION FEES: Nomadic Road strongly recommends that the Customer purchase an expedition cancellation / interrupt insurance directly after the reservation is confirmed. This coverage reimburses the Customer for most non-refundable costs of the expedition should he or she need to cancel due to illness, injury or other reasons covered under the policy.

## 3. PUBLISHED RATES & PRICING

Nomadic Road publishes its prices as **Per Person** and the accommodation on **Double Occupancy (or Twin Sharing)** unless otherwise indicated. All prices are in **US Dollars**. All prices are subject to change without notice. Nomadic Road's most recent pricing can be found on its website [www.nomadicroad.com](http://www.nomadicroad.com).

- a. SINGLE TRAVELLERS: Nomadic Road may endeavour to accommodate single travellers who seek to pay the per person double occupancy rate by helping them to find a roommate. This is referred to as a 'willing to share' reservation and means the Customer is willing to share with a person of the same gender to obtain the per person double occupancy rate. Should Nomadic Road confirm the reservation of a roommate of the same gender with the Customer who has made a 'willing to share' reservation, Nomadic Road is in no way responsible for the conduct of the roommate and cannot be held liable in any way for his or her actions and the Customer agrees to hold Nomadic Road harmless



for any and all said actions. In some cases the Customer may request 'willing to share' accommodations and not be matched with a roommate, in which case he or she will be required to pay the per person single supplement cost.

- b. SINGLE SUPPLEMENT: Single travellers who require or request their own room, will be required to pay a single supplement surcharge to ensure that they have their own unshared accommodations. Single accommodations and 'willing to share' accommodations are not available on all departures at the discretion of Nomadic Road. Please contact Nomadic Road for more details.
- c. TRIPLE OCCUPANCY: Especially for the benefit of parents traveling with a child, and for Customers who may have odd number of team members, Nomadic Road allows three passengers to share certain hotel rooms on its expeditions. In some places, hotels normally don't charge any additional amount towards triple occupancy. In certain cases Nomadic Road will intimate you about the additional charges, and the Customer will be required to pay the necessary charges directly to the hotel.
- d. CHILDREN: Children above the age of 12 would be considered as adults and the charges towards the same will be based on the above mentioned occupancy options.
- e. BENEFICIARY ENTITLEMENTS: If an expedition is purchased from Nomadic Road in the name of a third person to be the beneficiary, that person is also bound to all statements and conditions contained herein as the Customer.
- f. SURCHARGES & TAXES: Nomadic Road reserves the right to apply additional surcharges and taxes to new and existing bookings for circumstances or reasons including, but not limited to the rules, regulations, legislation and discretion of the local government. Every effort will be made by Nomadic Road to communicate new surcharges to the Customer in a timely manner.

#### **4. PUBLISHED DATES & ITINERARIES:**

- a. Nomadic Road at their discretion reserve the right to change itineraries without prior notice for various factors including but not limited to – safety, weather, mechanical breakdown, unforeseen emergencies or even due to minimum group size.
- b. Nomadic Road's most updated expedition dates and itineraries can be found on its website [www.nomadicroad.com](http://www.nomadicroad.com).

#### **5. EXPEDITION INFORMATION, DOCUMENTS & FORMS**



To prepare you, our Customer, for your expedition, Nomadic Road will provide the Customer with the following documentation and information, either via the web or PDF file sent to your registered mail ID. Each document serves a specific purpose to ensure both parties meet their obligations to one another in carrying out a successful expedition. If, for some reason, the Customer does not have access to the documents listed below, he or she should contact Nomadic Road, who will provide the information in a timely fashion. Nomadic Road will also provide the Customer with the forms listed below, which needs to be completed and returned prior to departure in a timely fashion, so it is able to perform its obligations of providing services to the Customer. All the following documents may be updated as changes occur, in which case Nomadic Road will strive to provide the Customer with the most up to date version.

- a. EXPEDITION ITINERARY: This document provides a detailed day-by-day account of the Customer's upcoming expedition.

THE FOLLOWING ARE PROVIDED UPON CONFIRMATION OF RESERVATION:

- b. RESERVATION FORM: This document is used by the Customer to disclose important personal information to Nomadic Road prior to the expedition and is necessary to ensure the Customer has a safe expedition. Disclosures include passport number, meal requirements, emergency contacts, flight information and more. The Reservation form, the invoice and this document constitute the entire Agreement (per above), therefore this document must be returned completed, signed and dated as a condition of participation in the expedition as the signature part of this Agreement. This form should be submitted within two weeks of confirming a booking and ideally as soon as possible following confirmation.
- c. INVOICE: The Customer's invoice shows, in brief, the services that have been contracted for and the days they are scheduled to take place along with the cost of the expedition, when payments are due and detailed information on the forms of payment that are accepted by Nomadic Road. If you, the Customer, have not received a copy of your invoice, please contact Nomadic Road, which will provide one in a timely fashion. The Customer's invoice may be updated to reflect the service ordered should they be revised.
- d. PRE-DEPARTURE INFORMATION: This document provides detailed information to prepare the Customer for his or her journey with Nomadic Road. It contains recommendations on clothing and equipment, information on passports and visas, weather and climate, health and medical issues and much more. These matters are addressed in good faith but without responsibility on the part of Nomadic Road.



- e. GENERAL MEDICAL INFORMATION FORM: This document is used by the Customer to disclose important medical information to Nomadic Road prior to the expedition and is necessary to ensure the Customer has a safe expedition. Disclosures include medical conditions including allergies, medications being taken by the Customer or medical conditions which Nomadic Road should be made aware of by the Customer in order for Nomadic Road to safely provide services to the Customer, especially in the case of a medical emergency. All information provided in the form will be kept in strict confidence and only be shared with appropriate medical professionals, insurance providers or immediate family members or those specified by the Customer in the form as necessary. This document must be returned completed, signed and dated as a condition of participation on the expedition. This form should be submitted within two weeks of confirming a booking and ideally as soon as possible following confirmation.

## 6. YOUR TRAVEL DOCUMENTS

It is the responsibility of the Customer to be in possession of all valid travel documents prior to and during their entire expedition with Nomadic Road.

- a. FLIGHT TICKETS, VISA, and INTERNATIONAL DRIVING PERMIT: The Customer is required to make the necessary arrangements towards flight tickets, VISA applications and International Driving Permit (if required) and share the same with Nomadic Road prior to the start of the expedition.
- b. MEDICAL EVACUATION INSURANCE: Nomadic Road requires the Customer to purchase and show the proof of Medical Evacuation Insurance coverage for the expedition with Nomadic Road and it's on ground partners as a condition of participation. This requirement is designed to protect the Customer against the high costs of becoming ill or injured in a remote location, where medical evacuation costs can run well into the tens of thousands of dollars, should medical evacuation become necessary. The Customer is advised to be aware of the coverage provided by the policy they purchase. Some policies provide coverage of transport for the Customer to the nearest acceptable medical facility, which may mean the nearest hospital in the expedition region, while other coverage will insure full medical transport back to the Customer's country of origin. As proof of such coverage the Customer is required to state on the medical form provided by Nomadic Road, the name of the Customer's covering insurance company, policy number and the international phone number provided by the insurance company to contact should there be an emergency. In some instances medical evacuation coverage may be provided through the Customer's ongoing health insurance provider or other insurance entity; the Customer is therefore advised to check with his or her



providers for such coverage. Medivac coverage is typically included as a component of a good travel insurance policy (see below). Because customers are responsible for any and all costs that may arise from medical evacuation, in the event the Customer claims to, but does not have medical evacuation coverage, the Customer will be required to cover all his or her own medical evacuation expenses. The Customer should also make sure to purchase more than adequate coverage as he or she is responsible for all medivac expenses.

- c. TRAVEL INSURANCE: Nomadic Road recommends that the Customer purchase a good travel insurance policy that includes expedition cancellation/interruption coverage and baggage loss protection as well as addition coverage (as mentioned above). These policies insure the Customer against paying out-of-pocket for non-refundable expenses of an expedition in the form of cancellation fees should the Customer have to either cancel or miss part of an expedition due to reasons covered in the policy, which typically include illness, injury and flight delay. Many of these policies include coverage for emergency medical evacuation mentioned above. Nomadic Road may recommend or offer such policies under a recognized Travel Insurance Company to the Customer.
- d. PRE-EXISTING CONDITIONS: Nomadic Road cannot over emphasize to the Customer with pre-existing conditions that expedition cancellation / interruption insurance must typically be purchased within 24 hours from the time the reservation is confirmed to cover cancellation resulting from the pre-existing condition.

## 7. GENERAL VEHICLE RENTAL TERMS

The following general terms apply to the use of the expedition vehicle throughout the entire duration of the expedition. Nomadic Road strongly recommends that you carefully read these general terms as well as the specific terms applicable to the use of the vehicle.

- a. THE VEHICLE:
  - i. Condition of the Vehicle: A detailed checklist with the condition and equipment of the Vehicle will be given to you at the time you are handed the keys to your vehicle. Before leaving for your first drive, you are required to check the condition of the Vehicle. Where an apparent defect is found, which is not already marked or noted in the checklist, you must immediately inform the Nomadic Road representative in order to proceed with a joint examination of the Vehicle. In such a case, amendments must be made to the check-list and duly countersigned by both parties. You will return the Vehicle in the same condition as it was provided at the start of the expedition. You are responsible for any repair or



refurbishment costs and these will be added to the cost of the expedition, subject to the conditions of the section "Standard Guarantees" as set out below.

- ii. Use of the Vehicle: The Vehicle must not be driven by anyone other than you or any other members of your party who are also included in the rental agreement that is available in the papers of your vehicle, and then only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law. You must take care of the Vehicle, keep it in good repair and condition, pay any fines for which you may be liable, and reimburse Nomadic Road for any major damages to the Vehicle. The Vehicle will be provided to you with a full tank of fuel. You must refuel the Vehicle with the correct type of fuel as instructed by Nomadic Road representatives. Costs of refuelling service will be at your expense during the duration of your expedition. Vehicles can be returned empty at the end of the expedition. During the rental period you must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and you must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any. When parking the Vehicle, even for a short period, you undertake to lock it and make use of the Vehicle's alarm and/or immobilization equipment. You must never leave the Vehicle unoccupied with the keys in the ignition. You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. In particular, you must not use the Vehicle under any of the following conditions or for any of the following purposes:

1. Driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances. Nomadic Road has a zero tolerance policy when it comes to alcoholic consumption and driving.
2. Transportation of inflammable or dangerous goods, carrying anything which, because of its smell or condition, harms the Vehicle or causes Nomadic Road to lose time or money before it can use the Vehicle again.
3. Re-rental to or use by other person.
4. Carrying passengers for hire or reward.
5. Giving driving lessons.
6. Pushing or towing another or exceeding the authorized load weight.
7. Travelling on non-marked roads or on roads outside planned expedition route.
8. In any way which breaks the local Highway Code, road traffic laws or any other laws.



- iii. You will be liable for any offence committed during the expedition period, which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle. Upon the request of the Police or any official body Nomadic Road may have to transfer your personal data. Such transfer will be done in accordance with the data protection Laws.
  - iv. Maintenance / Mechanical Problems: You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else, which may indicate the presence of a mechanical problem with the Vehicle. If this happens, intimate the Nomadic Road representatives immediately. When the expedition starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the expedition because of mechanical breakdown or accident, you must inform Nomadic Road immediately. The fees and expenses of any repair undertaken without the order of Nomadic Road will not be reimbursed to you. You must inform Nomadic Road, of all accidents, damage to or breakdown of the car, even those which may already have been repaired, when you return the Vehicle. In any case, neither Nomadic Road nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort.
  - v. Breakdown Assistance: For the length of the expedition, as agreed with Nomadic Road, you have the benefit, of a Breakdown and Assistance Service.
- b. END OF EXPEDITION: At the end of the expedition, the customer should return the Vehicle and of its keys to the representatives from Nomadic Road. If explicitly mentioned to you by Nomadic Road, the keys may be returned to the reception desk of a hotel or to another person indicated by us. If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys.
- c. IN THE EVENT OF CONFISCATION, THEFT OR ACCIDENT: In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform Nomadic Road. Nomadic Road will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Vehicle unless it is demonstrated that Nomadic Road is directly responsible for such confiscation or impounding of the Vehicle. Any use of the Vehicle which may be detrimental to Nomadic Road will entitle us to





automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as Nomadic Road so requests. In the event of theft of the Vehicle, the rental agreement may be terminated as soon as Nomadic Road has been informed of the theft. In the event of an accident, the rental agreement may be terminated as soon as Nomadic Road has received a copy of the accident report completed by you and, where applicable, the third party. If Nomadic Road provides a new vehicle, the rental agreement will be amended accordingly. Furthermore, Nomadic Road will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

- d. INSURANCE: All the vehicles that will be used during Nomadic Road Expeditions are insured against Bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are included as part of your expedition. In particular, you must comply with the rule concerning permitted destinations, in order to have the full benefit of the insurance provisions.
- e. In any case, neither Nomadic Road nor its Directors, Employees will be liable to the contracting party for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential, punitive damages such as loss of business, loss of profit arising out or in connection with the rental or the use of any vehicles whether the action is based on contract or in tort. You will indemnify and hold Nomadic Road harmless from all claims, liabilities, damages, losses or expenses arising out of the rental or the use of the vehicle.

## **8. MEDICAL & HEALTH ISSUES / PHYSICAL QUALIFICATIONS**

- a. The Customer agrees that he or she is in good health and good physical condition and is physically qualified to participate in an expedition of such nature provided by Nomadic Road. If there is any question as to the physical or health condition of the Customer that may disqualify him/her from participating in the expedition he or she should immediately contact Nomadic Road so that both parties may clarify the issue and jointly arrive at a determination of participation.
- b. Therefore, having a good sense of balance and being relatively sure footed is a requirement of qualification by Nomadic Road of its Customers for participation on its expeditions, as is being a good swimmer who is comfortable swimming in the open ocean. Those who are less sure footed can still participate by joint agreement per above.



- c. Nomadic Road expeditions may also involve experiencing high altitudes. Customers who are easily susceptible to altitude sickness or have difficulty breathing at higher elevations should inform Nomadic Road within two weeks of confirming a booking and ideally as soon as possible following confirmation.
- d. If the Customer suffers from any medical condition, either physical or mental (including allergies) that might impact their travel experience, he or she should consult with their physician before participating in such expeditions and must advise Nomadic Road of their condition and associated medical needs two weeks following confirmation (or at the earliest) once they have been given the medical go ahead by their doctor. Nomadic Road reserves the right not to accept customers on its expeditions based on medical and health issues. As mentioned above, all Customers are required to complete and return Nomadic Road's medical form prior to travel.
- e. Should the Customer represent himself or herself as being qualified for the expedition when he or she is not qualified, then Nomadic Road, upon such discovery, may dismiss the Customer from the expedition and the Customer will forfeit all funds paid to Nomadic Road without recourse to substitution or refund and bear any cost associated with leaving the expedition. To avoid this situation, Nomadic Road strongly urges the Customer to accurately, fully and truthfully complete all expedition related forms and for the Customer to contact Nomadic Road immediately if there is any question as to qualification. Nomadic Road is more than willing to accommodate persons with disabilities when it is able to do so, so long as it is informed in a timely fashion and agrees to such accommodation in advance so it may adequately make preparation. Nomadic Road's ultimate aim is to ensure the safety of its Customers and crew members.

## **9. PHOTOGRAPHY**

Nomadic Road and its designated on ground partners reserve the right to take photographs or videos during the operation of any expedition or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation on a Nomadic Road Expedition, the Customer agrees to allow his/her likeness to be used by Nomadic Road without any compensation. If the Customer prefers that his/her likeness not be used, he/she must notify us in writing prior to departure of the expedition. Copyright of all photographs, video, and related materials created by the Customer shall belong to the Customer upon creation. The Customer grants to Nomadic Road a nonexclusive, worldwide, irrevocable license to use any Expedition Materials provided to Nomadic Road in any media for the following



limited purposes: editorial use, promotion of this editorial use, promotion of Nomadic Road programs, or promotion of the mission of Nomadic Road.

## **10. SPECIAL DIETS**

Nomadic Road offers a varied menu, including international and local cuisines, designed to accommodate a variety of dietary needs including vegetarian diets. The Customer with special dietary needs is required to inform Nomadic Road of additional dietary requirements two weeks following confirmation or at the earliest opportunity and should use the specified area in the Reservation Form for this purpose. General and specific needs must be clearly conveyed to Nomadic Road. Every effort will be made to cater to such requests within reason and subject to availability of products in the respective region.

## **11. SUBSTITUTION**

- a. On the rare occasion that Nomadic Road is not able to provide the expedition vehicle originally booked by the Customer, Nomadic Road reserves the right to substitute and/or alter itineraries and/or other travel services including, but not limited to, land accommodations and excursions, if it deems necessary due to force majeure, mechanical failures or lack of customers booked on a specific departure, in addition to other reasons including, but not limited to, the directives of the specific region and local government. In such cases, Nomadic Road may place the affected Customer on any other vehicle in Nomadic Road's fleet and under such circumstances, Nomadic Road will provide a refund for the difference in the price paid for the same, if the Customer is moved to an option of lesser value. If it is not possible to substitute space for the affected Customer within Nomadic Road's fleet, Nomadic Road will make every effort to find a similar category alternative. If there is a difference in the price between the original and the substitute, that difference will be refunded to the affected customers accordingly only if the price of the substitute is less than the price paid for the original.
- b. If the affected Customer accepts any substitution, the offered substitution will encompass the full extent of the offer with the understanding that by accepting any such offer, the Customer waives any right to further substitution, refund or additional compensation of any kind and will be asked to sign an agreement to this effect at the time the substitution is made.



- c. If the affected Customer chooses not to accept the substitution offered, Nomadic Road reserves the right to cancel the expedition (or the remainder of the expedition) upon a refund pro rata per night not used according to the price paid by the Customer. In such cases, Nomadic Road's responsibility is limited to the net price pro rata it was paid for the expedition as the full extent of the refund.

## **12. CASH REFUNDS**

If The Customer requests a cash refund due to an incident, problem, malfunction, etc. for which Nomadic Road accepts responsibility, any such refund must be approved by Nomadic Road's finance department and will be communicated to the Customer. A formal letter requesting for a refund must be received no later than 21 days from the date the expedition ended. Once the refund has been approved by the Finance Department, payment will typically be sent to the Customer in no less than 4 weeks from the time of the complaint. No cash refunds will be provided for surcharges.

## **13. CREDITS**

All credits that the Customer has with Nomadic Road will be applied, within a reasonable time frame, at the discretion of Nomadic Road's Finance Department. However, Nomadic Road is open to the Customer's suggestions for the application of those credits. The Client may not apply any credits to future payments without previous approval of Nomadic Road's Finance Department. No credits can be applied for surcharges.

## **14. CANCELLATION OF AN EXPEDITION BY NOMADIC ROAD**

On the very rare occasion Nomadic Road deems it necessary to cancel an expedition if it is not able to arrive at any suitable substitution options, it reserves the right to do so and offer the affected Customer the following options:

- a. A replacement expedition to be offered at a later date in accommodations of equal value and refund the cost of changing the affected Customer's international air tickets depending on the rules governing the ticket and subject to proof of cost of change. The cost of intervening hotels, meals and transportation associated with substitutions will be equal to the originally booked services. Expenses beyond the original booked services and/or any items not expressly covered in the original services, such as use of additional hotel services, are the sole responsibility of the Customer and not of Nomadic Road.



- b. A refund of the full net amount Nomadic Road was paid for the expedition by the Customer, including the refund of the cost of changing or refunding the affected Customer's international air tickets, depending on the rules governing the ticket and subject to proof of cost of change.
- c. In all the above mentioned cases in which Nomadic Road pays a refund, either in total or pro rata, its responsibility will be limited to the net amount paid by the Customer for the expedition.

## 15. INABILITY TO PERFORM

Nomadic Road shall not be liable for debacle or inability to perform its expeditions by reasons of strikes or industrial action, war, riot, acts of terrorism, civil commission, inability to obtain supplies and other circumstances beyond its control, including answering any distress call. Nomadic Road may, due to circumstances of force majeure, or unexpected events, vary the time of day of the departures of its expeditions, or alter its expedition programs and itineraries without advance notice for the above mentioned reasons. These reasons include, but are not limited to: changing weather and the forces of nature, wildlife nesting habits, the safety of its Customer's and crew, the discretion, rules, regulations and legislation of the local region or the local government and technical reasons. Under the aforementioned conditions Nomadic Road is under no obligation whatsoever to provide substitution, replacement of services or refunds to the Customer so affected.

## 16. CUSTOMER OBLIGATIONS

In addition to obeying law of the land and the rules of the local region, The Customer has a responsibility to Nomadic Road, its crewmembers and other passengers as well as the local Guides, for understanding the conditions explicitly and implicitly communicated in the expedition itinerary, this document and pre-expedition documents, as well as information communicated by Nomadic and crewmembers throughout their expedition, following normal patterns of social behaviour and observing all safety requirements without exception, while acting in an appropriate and respectful manner toward crewmembers. Nomadic Road reserves the right to disembark the Customer at any time, without recourse to refund or reimbursement, who acts in a hostile and/or disruptive manner, who flagrantly displays disregard for the welfare of other passengers, crewmembers and wildlife or for failing to adhere to the above stated responsibilities.

- a. FORBIDDEN ITEMS: Nomadic Road, in conjunction with international law and local laws, prohibit the Customer from carrying, either upon their person or in their baggage, any object or material of any



nature that may be considered dangerous to the security of other passengers, the crew, travellers or the general public, including but not limited to, explosives, weapons of any kind including those used for sport, and inflammable objects while participating on any of Nomadic Road's expeditions.

- b. ILLEGAL SUBSTANCES: As well as being against the local laws, the transport or use of any illegal substance, including illicit drugs, is expressly forbidden while on an expedition. Penalties are severe for the discovery of illegal substances. Therefore, if such substances are used by, or found to be in the possession of the Customer, he or she will be dropped at the nearest town without refund and be subject to arrest and prosecution under the law. The possession of even minor amounts of any illegal substances can lead to charges of trafficking, resulting in the offender serving over 6 months jail time prior to coming to trial where there is no true presumption of innocence and the burden of proof rests with the Customer.

## **17. LIABILITY & ASSUMPTION OF RISK**

- A. RELEASE OF LIABILITY & ASSUMPTION OF RISK: The Customer participating in and/or purchasing an expedition from Nomadic Road, does so with the full knowledge that the expedition with Nomadic Road, and/or the areas visited by their expedition, inherently involves risks and dangers including, but not limited to, the forces of nature, the unpredictable behaviour of wild animals, strikes and/or civil unrest, roads, trails, travel by vehicles including taxis, buses, exposure to high altitude, the consumption of alcoholic beverages, physical exertion for which the Customer may not be prepared, and or negligence (but not wilful or fraudulent conduct) on the part of Nomadic Road, or others. During the expedition the Customer may be exposed to additional risks and hazards including but not limited to the possibility of accident, injury or illness in a remote area without access to emergency care, rapid evacuation, adequate medical facilities or availability of medical supplies. The Customer acknowledges that the enjoyment and excitement derived from an expedition comes with inherent risks, and other activities which are all enjoyed with the Customer's voluntary participation. Fully understanding these risks and that the cost of Nomadic Road's expeditions are based upon the Customer fully accepting the conditions stated and implied herein, as lawful consideration for being permitted by Nomadic Road, to participate in an Expedition and take part in corresponding activities and use of facilities and equipment. The Customer agrees to be responsible for their own welfare, and accept any and all risks of delay, unanticipated events, death, illness, injury or emotional trauma and acknowledge that they are voluntarily participating on the expedition in full knowledge of these risks and therefore discharge Nomadic Road and its owners, agents, contractors, affiliates and employees from and against any and all



liability arising from their participation in the expedition. The Customer further agrees that this release shall be legally binding upon themselves and all minors under the age of 21 traveling with them, their heirs, successors, assigns, and legal representatives; it being their intention to fully assume all the risk of travel and to release Nomadic Road from any and all liabilities to the maximum extent permitted by law. In the unlikely event a legal dispute should arise involving any part of these statements whatsoever, the following conditions will apply:

- a. The dispute will be submitted to a neutral third-party mediator in Mumbai, India, with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation then the dispute shall be submitted for binding arbitration through an Indian Arbitration procedure, venue of Arbitration shall be in Mumbai, India.
  - b. Resolution of the dispute will be governed by the laws of the state of India, and the maximum recoverable amount to which the Customer will be entitled under any and all circumstances will be the net cost of their expedition paid to Nomadic Road.
- B. SPECIAL LIABILITY RELEASE REGARDING LAND SERVICES: Nomadic Road gives notice that many of the services it provides in connection with its land services, including transportation, hotels and other forms of accommodations, restaurants and other services are often purchased from various independent suppliers not affiliated with Nomadic Road. While Nomadic Road seeks to work with the best suppliers available, Nomadic Road has only a limited ability to control the operations of these providers. Therefore, the Customer purchasing land based programs through Nomadic Road does so upon the condition that Nomadic Road shall not be liable for any delay, cancellation, mishap, inconvenience, expense, irregularity, bodily injury or death to the Customer or damage to property, occasioned through the conduct of default of any company or individual engaged in providing these services. Each of these suppliers is subject to the local laws and their liability may be limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.
- C. UPDATED VERSIONS OF THIS AGREEMENT: Because Nomadic Road may periodically need to update its policies due to changes in the law, the policies of the local region, or for the benefit of its Customer or Nomadic Road, the Customer Agreement may be updated periodically, therefore the version in effect at the time the Customer 'indicates acceptance' will be in governance as will all affecting changes in the law and local government policies.

**END OF AGREEMENT**