

Unique Photo Tours, LLC
FOREIGN TOUR

TOUR PARTICIPANT'S AGREEMENT

Your signature below will signify your agreement with the following terms and conditions, on behalf of yourself and any other person for whom you are the legal guardian:

The *Terms and Conditions* in the brochure for your tour are part of this agreement.

Unique Photo Tours, LLC acts only as sales agent for any airline, hotel, ground operator, cruise line, or other service providers (collectively the "Suppliers") named or referred to in the brochure, on our website, by email, or in the itinerary.

We are not responsible for (and shall not be liable for) acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules. We are also not responsible for (and shall not be liable for) acts or omissions on the part of any other party not under our control, or your failure to make connecting flights or sailings, or for acts of war, terrorism, travel warnings, or acts of God.

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. 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 "more" under "travel warnings". For information on passports and visas, please call the same telephone number and use the same website, clicking on "more" and under "passports" and "more" under "international travel for US citizens". For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release us from all claims arising out of any problem covered in this or the previous paragraphs, or arising out of allegedly inadequate supervision (including but not limited to allegedly inadequate administration of medications) of persons in need of assistance. You agree that the courts in Evansville, Indiana, will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Should any circumstance make it desirable or necessary to change the planned itinerary, sightseeing and/or events, such change may be made and additional expense, if any, caused thereby, will be borne by you. Should we deem it advisable to withdraw or cancel this or any advertised trip, the return of all monies paid by you to us shall release us from all liability with respect to the trip. We reserve the right to decline to accept or retain any person on the trip or any part thereof should such person's health or deportment impede the operation of the trip or enjoyment of any other participant, in which case any such refund will be limited to the amounts we recover from the Suppliers for the non-use of facilities and or services.

Although Unique Photo Tours, LLC will endeavor to provide a safe and rewarding tour to its participants, it will not be held liable for any events occurring beyond its control. This includes, but is not limited to, any of the following such events which occur before, during or after the tour: loss of baggage; the loss, theft or damage to photographic or other equipment or mechanical failure.

Unique Photo Tours, LLC will not be held liable for delays or changes to our schedule because of defects in transportation or any other cause.

Some tours may bring us into contact with animals that may be both unpredictable and dangerous. Although Unique Photo Tours, LLC or its employees will attempt to provide warnings and advise participants regarding potential dangers, we will not be liable for the disregard of these warnings and advise, nor for the unprovoked actions taken by these animals.

Since no tour is without risk, Unique Photo Tours, LLC or its employees will not be held liable for injuries, medical emergencies, illnesses, or death of participants arising during a tour. Examples of these conditions include broken bones, sprains, allergies, scrapes, bruises, cardiac arrest, etc. All participants agree to be responsible for their own actions and health. Participants further must accept that these risks are inherent in tour participation.

Unique Photo Tours, LLC cannot be held liable when photographic subjects described in our literature, on our website, or orally, do not become available for photography during the tour, such as animals that do not appear. We further cannot be held liable for weather which may make photography difficult or impossible.

A LARGE PRINT COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST.

I have seen, understand, and agree to the *Terms and Conditions* for this tour found in the printed trip brochure. I further agree to the terms of this *Tour Participant's Agreement*.

Participant Name (Print) _____

Participant Signature _____
(Parent's signature required for participants under 18 years of age.)

Date: _____

Tour Name: 2009 Namibia Overland Tour: Desert Landscapes

Tour Dates: June 3 – 16, 2009