

ECOVENTURA, S.A. TRANSPORTATION AGREEMENT & WAIVER OF CLAIMS,

ASSUMPTION OF RISK & RELEASE OF LIABILITY AGREEMENT (“AGREEMENT”)

In consideration of ECOVENTURA, S.A., SITUR, S.A., PANAKRUZ, S.A., TURISMO AMONRA, S.A., and/or SITUR, INC., d/b/a GALAPAGOS NETWORK (collectively, the “Company”) allowing me to sail aboard ORIGIN, THEORY or EVOLVE (each a “Vessel” and collectively, the “Vessels”) as a guest (the “Guest”), and participate in activities including but not limited to boating, hiking, swimming, snorkeling and scuba diving (the “Activities”) I, for myself, and on behalf of my personal representatives, heirs, administrators, executors, successors, assigns and next of kin, agree to the following:

I. OBLIGATIONS & REPRESENTATIONS OF THE COMPANY

1. COMPANY’S LIMITATIONS ON PROVISION OF TRANSPORTATION

- a. A fully paid ticket guarantees the transportation of the named Guest and their baggage (except as may be restricted hereunder) on a cruise aboard one of the Vessels in the Galapagos Islands, in accordance with the Company’s schedules and itineraries.
- b. Payment must be received in full for the Guest to have boarding privileges.
- c. Prepaid tickets shall be deemed fully earned when paid and shall not be subject to any refunds or credit, except in compliance with the Company’s cancellation policy (see below).
- d. The ticket is deemed personal and valid only for the use of the named Guest and for the cruise, and date indicated; the ticket is not transferable or assignable, unless a change has been authorized by the Company, in writing, prior to departure.
- e. A Guest may be assigned by the Company to any one of the identical luxury expedition Vessels in the fleet and it is up to the discretion of the Company on which Vessel to assign guests.
- f. Upon check-in, each Guest is required to present a form of identification, acceptable to the Company and local authorities, and the Guests prepaid ticket.
- g. Children under 18 years of age must be under the supervision of a person over 21, or have the written permission of their parent or legal guardian who agrees to assume full responsibility for the minor. Children under 12 years of age must remain in the same cabin with a person over the age of 18.
- h. All Guests will be required to sign the Agreement prior to boarding the Vessel.
- i. Guests are subject to pay any and all increases in airfares, governmental taxes, fuel surcharges and fees of the Galapagos National Park Service.
- j. All purchases made on board the Vessel are charged to the Guest, to be settled at the end of the cruise.

2. CANCELLATIONS/LATE ARRIVALS

- a. The Company recommends that Guests arrive to Ecuador two (2) nights prior to the cruise to allow for potential delays and/or travel problems and requires that Guests must check in with the Company at the airport, at least two (2) hours prior to flight departure.
- b. Once the cruise has started, and because scheduled itineraries prevent the Vessels from returning to pick up any late Guests, the Company shall deem the cruise forfeited for any Guests who fail to connect with their flights to the Galapagos Islands unless advised otherwise.
- c. Guests who forfeited their cruise, under Para. I (2) (b), above, may, subject to space limitations, later join up with their Vessel, at the Guest’s sole expense.
- d. The Company recommends that a Guest purchases, at the Guest’s sole expense, travel and/or trip cancellation insurance.
- e. Once a cruise has started, a Guest who requests to disembark, for any reason, may do so only at their sole risk and expense, at the next point of departure, but shall not be entitled to any refund and/or credit from the Company.

3. ITINERARY, SCHEDULE & VESSEL CHANGES

a. The Company reserves the right, at its sole and absolute discretion, without any liability or damages of any kind, to deviate from the Vessel's advertised schedule or Itinerary without prior notice and for any reason including but not limited to: weather conditions, health and safety issues, changes to National Park policies, mechanical and technical malfunctions, and for refueling, provision and supply demands. The Company does not assume any responsibility or liability for any losses, damages or inconvenience incurred by the Guest as a result of any of the foregoing.

b. The Company agrees to provide a Guest an 8 day/ 7 night cruise with 12 visitor sites, subject to changes described in this Agreement.

c. Additional visitor sites, including the first and last day of the cruise, are totally dependent upon airline flight and petroleum fueling schedules. The Company does not guarantee visits to any visitor sites on the first and/or last days of the cruise, (logistical or transportation days) and therefore no refunds, discounts, rebates or credits will be made to Guests if no visits are provided for such days.

d. The Company may, if certain situations arise, and in its sole and absolute discretion, deem it necessary to cancel, change, advance, substitute or postpone any scheduled departures, airport location, port of departure, itinerary or islands, visitor sites, vessels or other mode of transportation for reasons and/or changes related to and without limitation; weather conditions, health and safety protocols, business or charter related matters, late cancellations, low occupancy, mechanical and technical problems, maintenance issues, provisions or supply discrepancies, refueling or requirements of governmental authorities

e. In the event of any departure cancellation and/or interruption or postponement of any sailing due to reasons including but not limited to *force majeure*, Acts of God, war, pandemics, civil disturbances, terrorist acts, insurgent acts, extremist acts, government interference, labor disputes and strikes, and when no substitute Vessel can be arranged for, the Company will issue a credit for the unused portion of the cruise to be utilized by the Guest on a future cruise departure, subject to availability.

f. The Vessel may be called upon to assist other Vessels, to tow or be towed and, in all such situations of deviation for the purposes of saving life or property, the Company may do so without any liability whatsoever to the Guests.

g. The Company reserves the right, in its sole and absolute discretion, to change Vessels for another Company Vessel (or a similar category Vessel), for reasons including but not limited to; *force majeure*, mechanical and technical problems, charter or low occupancy. No refunds or other consideration, financial or otherwise, will be given to Guests who accept and use their ticket for any changed Vessel. The Company will refund solely the amount of the cruise ticket to any Guest who does not accept a changed Vessel. In such instances, the Company shall not be liable for any costs, penalties or damages related to travel costs, refundable or not.

4. DAMAGE TO, LOSS OR THEFT OF, PERSONAL ITEMS AND EFFECTS

a. The Company is not responsible or liable for any damage, loss or theft of a Guest's personal articles, effects, items or objects including, but not limited to; binoculars, cameras, clothing, computers and/or equipment, film, gear, items, jewelry or money, medication or medical equipment (collectively "Personal Property"), during the entire cruise and land tours.

b. During the entire cruise and land tours, the Company is not responsible for any damage, loss or theft of any of Personal Property from any unlocked baggage

c. During the cruise and land tours, in cases of damage to, or loss of, any locked baggage, due to the Company's negligence, liability is limited to \$100.00 (U.S.), per Guest.

5. BAGGAGE

a. Each Guest is permitted to check one piece of baggage (with a maximum weight of 20 kilos/44 lbs.) and one small carry-on bag for the flight to the Galapagos Islands.

b. Any excess baggage will be subject to the applicable tariff(s) authorized by the Board of Civil Aviation of Ecuador (DAC), at the expense of the Guest.

c. The Company assumes no liability for any damage, loss or theft of any baggage (or carry-on bags or items) while in, or under the care, custody, control or possession of any airline(s); compensation, if any, will be governed by the DAC.

6. **AIRLINE RESPONSIBILITY**

a. The Company acts only as an agent of the airline(s) and neither assumes, nor accepts any liability or responsibility for any events or acts including, but not limited to, cancellations, damages, delays, failures, interruptions, irregularities, negligence, default, neglect, omissions or commissions, over-booking or re-routing, in connection with any services provided by the airline(s), for any reason or cause whatsoever.

b. All terms and conditions of the Guest's transport, as well as the liabilities and obligations of the airline(s), and the Guest's rights against the airline(s), are set forth in the Guest's airline ticket, in compliance with any applicable laws, rules and/or regulations.

c. Guest is liable for any claimed damages not covered by the airline(s).

7. **GROUND SERVICES**

a. The Company shall not be liable for any acts, errors, omissions, commissions, negligence or default of any ground or travel services by, in or through any private vehicles, taxis, vans, buses, trains, tours, guides or lodgings.

b. Such absence of company liability, in subsection a, above, covers accidents, illnesses, injuries, deaths and personal property damage.

8. **MEDICAL PROBLEMS, EMERGENCIES AND SERVICES**

a. The Company is not liable for any lack of, defect in, impurity of or contamination in any water, ice, foods or beverages provided to the Guests, or from any viral, bacterial or fungal infections, or pathogens, whether airborne, or transmitted by animals or humans.

b. The Company may, in its sole and absolute discretion, refuse to board any Guest who will be twenty- four (24) or more weeks pregnant at the time of the cruise. Guests who are 24 or more weeks pregnant must notify the Company in advance and will be required to sign an additional waiver.

c. For medical emergencies, the Company will transport the Guest to a medical clinic in the Galapagos Islands or arrange for the next available flight to Ecuador 's mainland, at Guest's expense.

d. In the event that a Guest requiring medical attention is, for any reason, unable to request assistance, the Company is authorized to designate a physician or medical professional, if available, to administer medical care, and Guest consents to same.

e. The Company is not liable for the illness, disease, injury or death of any Guest, for or from any cause whatsoever.

9. **SAFETY RULES AND REGULATIONS**

a. A Captain of any Vessel, or an authorized Company agent or representative, in their sole and absolute discretion, may refuse or limit service to, or suspend or cancel a Guest's cruise, in the event that the Guest has failed, or refuses to, obey any safety rules or regulations set by the Galapagos National Park or ecological requirements as required by the Company's certifications, either aboard the Vessel or on land, or refuses to submit to a reasonable search of person or property, has been notoriously disrespectful and poorly behaved, mentally unstable, under the influence of any drugs or excessive alcohol, suffering from a contagious disease, or whose presence is deemed detrimental to health, comfort, well-being or safety.

b. Any such Guest may be compelled to disembark at the next point of departure, in which case the Guest shall not be entitled to any refund whatsoever.

c. The Company will report any illicit drug use to the appropriate authorities. There is a zero-drug tolerance policy by the Company.

d. The Company may require further medical documents, information and/or consents and may decline to allow a Guest to engage in the Activities in the absence of forementioned documentation.

e. In the event a Guest is deemed physically unable to participate safely in land disembarkations by the Captain, the Guest shall not be entitled to any refund for any visit in which they do not participate.

II. ACKNOWLEDGMENTS, REPRESENTATIONS, WAIVER AND RELEASE BY GUEST

Guest hereby understands, acknowledges, represents, waives, releases and/or agrees that:

1. Guests on a Vessel who engage in events such as, but not limited to; touring, swimming, snorkeling, skin diving, solo diving and/or scuba diving, boating, water sports and/or land tours (the "Off Vessel Activities), is potentially hazardous and dangerous and involves the risk of property damage, serious bodily injury and/or death.
2. Off Vessel Activities are potentially and physically strenuous, which can result in exertion of Guest, even if all appropriate and safe practices are being followed and, which can result in risk of injury or death. On both water trips and land tour(s), Guest agrees to be at remote locations with little or no immediate medical care resources available.
3. All injuries received may be aggravated by negligent rescue operations of the Company, or others, and this Agreement extends to all such acts with the intent to be as broad and inclusive as permitted by the laws of Ecuador. Guest voluntarily accepts all additional risks and agrees to pay all expenses related to evacuation and medical treatment, should same be deemed necessary, and should same be available.
4. Guest is of legal age and competent to sign this Agreement. For all children traveling under the age of 18, the parent or guardian accompanying minor children will accept this Agreement on their behalf. For parents or legal guardians accompanying minor children under the age of seven, a signature on a hold harmless waiver will be required by a consenting adult.
5. If Guest obtains any equipment from the Company, Guest accepts the equipment as is. Guest understands the Company accepts no responsibility for any defect in any equipment, does not warrant that it is suitable for any particular purpose and that the use of such equipment is entirely at Guest's own risk. Guest agrees to return any equipment in good and working order, and agrees to pay the Company for any loss, damage or breakage.
6. Guest is not relying upon any oral or written representations or statements made by the Company, or others, except as what is set forth in this Agreement.
7. Guest is physically and mentally fit and not under the influence of any illicit drug, alcohol, or medications that are contraindicative of engaging in the Off Vessel Activities.
8. Guest agrees to obey all safety rules and regulations and ecological requirements explained or described by the Company, the Captain, the Guides, or the Galapagos National Park Service. In the interest of safety, health and security, Guest consents to a reasonable search, personally or property, and to the removal or destruction of any property which, in the Captain's, Guide's or Park Service's view, may impair safety, health or security of the crew, other Guests or wildlife.
9. **WAIVER AND RELEASE:** Guest freely and voluntarily, forever, releases, discharges, waives and relinquishes, in favor of the Company, and/or the Company's principals, directors, officers, employers, agents, affiliates, subsidiaries, parent companies, representatives, attorneys-in-fact etc. any and all claims, demands or causes of action, whether matured or unmatured, foreseen or unforeseen, contingent or non-contingent, liquidated or unliquidated, arising from, or in connection with, any of the activities or Off Vessel Activities, including, without limitation, for or relating to accident, personal injury, illness, theft, property damage, property destruction and/or wrongful death, wherever and however such personal injuries, damages, destruction or death may occur and for whatever period of time the Activities may continue.
10. **ASSUMPTION OF RISK:** Guest assumes, without any limitation, full responsibility for all risks of bodily injury, conditions, ailments, sickness, heart attack, panic attack, hyperventilation, allergic reaction, land-, water-, - Vessel or vehicular accident, walking or hiking falls or accidents, trail, lava or rock accidents, animal attacks or bites, animal-, plant- or chemical envenomization, wrongful death or Property damage, now and forever, arising out of, or related to, or as a result of participation in the Activities, weather and climactic conditions, Act of God, War, active insurgents, acts of extremists, piracy, governmental interference or Terrorism, whether foreseen or unforeseen.

III. MISCELLANEOUS PROVISIONS

1. No one may damage, disturb, collect or remove any Visitor's sites, wildlife, bird, sea life, coral and/or items from shipwrecks, from their present environment or habitat. Offenders bear full responsibility and liability for any violations of these provisions.
2. If any provision of this Agreement is found to be unenforceable or invalid, that provision is deemed to be severed and the balance of this Agreement remains in full force and effect.
3. This Agreement shall be construed and governed under the laws of Ecuador.
4. a. All Guest claims against the Company must be presented, in writing, to the Company within six (6) months from the date of accident, event or occurrence.
b. Any and all controversies arising from or related to this Contract shall be finally settled by a three-member arbitral tribunal, under the rules of the Arbitration and Conciliation Center ("**ACC**") of the Guayaquil Chamber of Commerce (*Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil*). The arbitration shall be confidential. Each party shall have the right to appoint one arbitrator and its substitute. The Director of the ACC shall appoint the third arbitrator, and its substitute, who will also act as the president of the tribunal.
c. Any such lawsuits or legal proceedings filed more than six (6) months after the date of accident, event or occurrence shall be absolutely time-barred.
d. Dismissals or awards in favor of the Company shall entitle the Company to recover reasonable attorneys' fees, costs and disbursements.
5. Facsimile signatures shall suffice as originals.