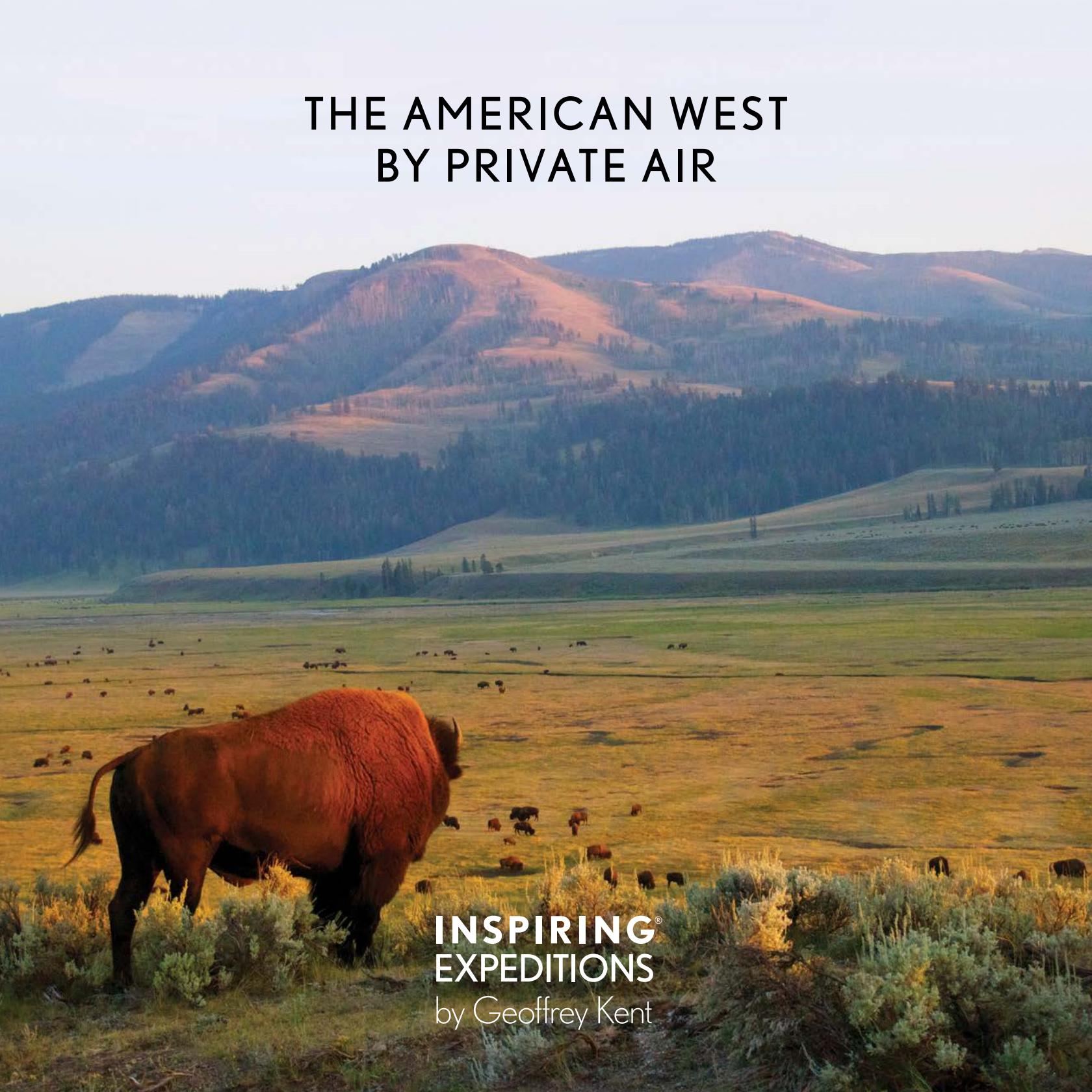


# THE AMERICAN WEST BY PRIVATE AIR

A large bison stands in the foreground, facing right, in a vast, open field. The field is filled with other smaller bison grazing. In the background, there are rolling hills covered in dense evergreen forests, with some hillsides showing a reddish-brown hue, possibly from autumn foliage or a specific soil type. The sky is a clear, pale blue.

**INSPIRING<sup>®</sup>  
EXPEDITIONS**  
by Geoffrey Kent



Join Geoffrey Kent on a once-in-a-lifetime exploration of the American West, flying in comfort by chartered private jet on an itinerary spanning California's most exclusive wineries and the iconic natural wonders of four national parks.

Cruise across the Golden Gate Bridge in Sprinter convertibles, peruse a private collection of artwork and explore the Grand Canyon by helicopter on an expert-led private excursion, complete with lunch on a promontory overlooking the canyon floor.



Immerse yourself in the hospitality of the West's finest luxury resorts, where lavish dining, indulgent spa treatments and an array of outdoor activities are yours to experience.

# THE AMERICAN WEST BY PRIVATE AIR

An Inspiring Expedition by Geoffrey Kent

June 1-12, 2022 | Limited to 22 Guests | Double Occupancy: \$135,000; Single Supplement: \$20,000

Drive over the Golden Gate Bridge and along scenic Coastal Highway 1 in Sprinter convertibles

Savor private wine tastings and food pairings at some of Napa Valley's most acclaimed wineries, opened exclusively for you

Explore America's most majestic landscapes, including Arches, Grand Teton, Grand Canyon and Yellowstone national parks, enjoying access to sites not normally open to the public

Visit a private ranch and art collection

Take a leisurely float down the Colorado River, lined by sheer red-rock canyon walls, and go ashore for a barbecue lunch

Enjoy a gourmet barbecue and campfire amid the rock formations of southern Utah, with a Hopi Native American cultural performance

Experience the Grand Canyon accompanied by an authority on its geology and history, and soar over the canyon on a thrilling helicopter flight

Meet Navajo artist Shonto Begay at a private reception, learn his story and see samples of his work

Travel in confidence knowing that A&K observes the most up-to-date health and safety practices.



## THE EASE AND CONVENIENCE OF PRIVATE AIR

Your chartered Dornier 328 operates out of private facilities and features business-class leather seats as well as a dedicated luggage manager.





WEDNESDAY, JUNE 1, 2022 | *Arrive San Francisco, California*

Arrive in San Francisco and transfer privately to your accommodations at the iconic Fairmont San Francisco Hotel atop Nob Hill. Transfer from your hotel to Waterbar for cocktails and a private dinner with Geoffrey Kent and your Inspiring Expedition staff. Waterbar is San Francisco's foremost seafood restaurant located on the waterfront with sweeping panoramic views of the San Francisco Bay, the Bay Bridge and Treasure Island. Enjoy San Francisco-style musical entertainment as you dine.

***Fairmont San Francisco | Meals: D***

THURSDAY, JUNE 2 | *Napa Valley*

This morning, head out in Sprinter convertibles across the Golden Gate Bridge and northward along Coastal Highway 1 through redwoods to Sonoma Valley. You are welcomed at the Farmhouse Inn Restaurant (Michelin 1-Star) with a private oyster- and wine-tasting reception on the lawn, hosted by local winemakers, followed by lunch with the owner. Farmhouse Inn is located in the heart of the Russian River Valley and is the gateway to Sonoma, and features fresh ingredients straight from the owners' farm, accompanied by fine wines perfectly suited to complement the dining experience. After lunch, continue by motorcoach to Bardessono Hotel & Spa, your home for the next three nights. The late afternoon is free for tennis, pool, the spa or relaxation. Tonight's dinner is hosted by Tusk Estates owner Michael Uytensu in his personal wine cave. Born from one of the best vineyards in Napa Valley, Tusk wine is master winemaker Philippe Melka's masterpiece. Tusk Estates is opened exclusively for you tonight. ***Bardessono Hotel & Spa | Meals: B L D***

FRIDAY, JUNE 3 | *Napa Valley*

After breakfast, enjoy your choice of activities: Exercise in the workout room, practice yoga, play a game of tennis, enjoy a luxuriating spa treatment, take a guided hike or bicycle trek, or simply relax. Later in the morning, depart for a private tour and barrel tasting at the exclusive Kenzo Winery, home to some of the world's finest wines, followed by a multi-course wine-paired lunch. Then continue to Promontory Winery overlooking the Napa Valley. Truly a world apart from the Napa Valley that most people experience, this secluded canyon features diverse





geology, dramatic slopes and panoramic exposures. After a delicious wine tasting, return to the resort mid-afternoon, where the time is yours to relax or participate in the resort's activities before freshening up prior to a private dinner at Peju Vineyard. Enjoy an interactive cooking demonstration, wine tasting and a vineyard dinner with the owner and winemaker. Farming organically and sustainably, their estate-grown fruit develops into award-winning wines that exhibit a graceful pairing of power and elegance. Enjoy a stroll through the beautiful gardens and perhaps browse the second-floor art gallery. Peju Winery has been reserved exclusively for you.

*Bardessono Hotel & Spa | Meals: B L D*

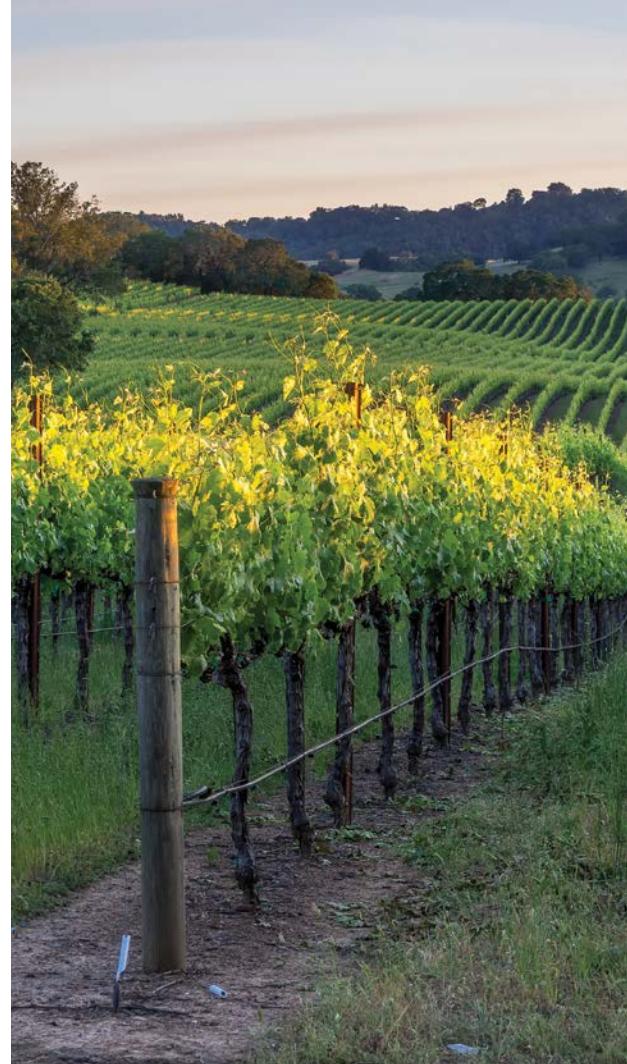
SATURDAY, JUNE 4 | *Napa Valley*

After breakfast, enjoy your choice of activities. You may exercise in the workout room, practice yoga, play a game of tennis, enjoy a luxuriating spa treatment, take a guided hike or bicycle excursion, or simply relax. Later this morning, head to the Constant Diamond Winery, perched on the summit of Diamond Mountain in the northern Napa Valley. Producing collectible wines since the early 1990s, this is one of the area's highest and smallest wineries. In the afternoon, you may wish to explore some of the tasting rooms, boutiques and art galleries in the quaint town of St. Helena, or return to the resort for some time at leisure. This evening, dine at Thomas Keller's legendary French Laundry restaurant, a culinary experience that tops every foodie's bucket list. Chef Keller continues to pair classic French techniques with wildly fresh ingredients in a setting that is a perfect storm of restaurant greatness. Located in Yountville, The French Laundry is the very picture of bucolic charm, with ivy creeping up its stone facade and a tastefully decorated dining room.

*Bardessono Hotel & Spa | Meals: B L D*

SUNDAY, JUNE 5 | *Marin County & Page, Arizona*

Head out this morning for a very special surprise stop at one of northern California's most exclusive locales. Continue to the Santa Rosa Airport to board a private charter bound for Page, Arizona. Check in to your accommodation at Amangiri, with time to rest and freshen up before dinner. Gather for sundowners and dinner on a private terrace at





Amangiri, followed by a laser light show on the surrounding cliffs and stargazing with a local astronomer. *Amangiri* | *Meals: B L D*

MONDAY, JUNE 6 | *Colorado River*

Start the day with your choice of Design Your Day activities, from a private stretching and yoga class to a private hike. You may also take advantage of your resort's workout room, pool and spa. Later this morning, depart for a private float trip on the Colorado River through the Glen Canyon. This is a flat-water float along a winding waterway with sheer red-rock walls rising 800–1,500 feet on either side. Pause for a gourmet picnic lunch along the river. Depart on horseback or vehicle for on-property sundowners and an outdoor barbecue dinner by a campfire. Enjoy a Hopi Native American cultural and dance program.

*Amangiri* | *Meals: B L D*



TUESDAY, JUNE 7 | *Grand Canyon*

Board a charter aircraft for the short flight to the Grand Canyon Airport. Enjoy a private excursion in Grand Canyon National Park, including lunch on a private point jutting out over the canyon. With its staggering dimensions — 277 miles long, up to 18 miles wide and over a mile deep — Arizona's Grand Canyon occupies a special place in the mythology of the American West. Carved out of layers of rock over untold millennia by the mighty Colorado River, the canyon welcomes millions annually who come to descend to its floor, fly over its vast expanse or simply stand on its rim and behold the view. Your excursion is led by Wayne Ranney, author of *Carving Grand Canyon*, and includes vista points, historic sites, a private visit to the home and studio of the Kolb Brothers (the first to photograph the canyon in late 19th century; their studio is not open to the public), the archives of the museum, and more. Conclude your visit to the canyon with a dramatic helicopter flightseeing excursion over the vast chasm. Return to the airport for your charter flight back to Amangiri. Navajo artist Shonto Begay joins you for cocktails and shares images and stories over dinner on a private terrace at your resort.

*Amangiri* | *Meals: B L D*



WEDNESDAY, JUNE 8 | *Arches National Park*

This morning, depart for Page Airport and your private charter flight to Moab, Utah. Set out on a private excursion in Arches National Park, discovering its unusual geologic formations, such as the 60-foot-tall, freestanding Delicate Arch; the Marching Men, seven towers lined in a row in the Klondike Bluffs area; and the Eye of the Whale, as well as arches not accessible to the general public. Stop for a gourmet picnic lunch en route. Return to Moab Airport and fly on to Driggs, Idaho, and transfer to your accommodations at Amangani. Enjoy sundowners on a private terrace overlooking the Teton Range, followed by a private dinner in the resort. *Amangani* | *Meals: B L D*

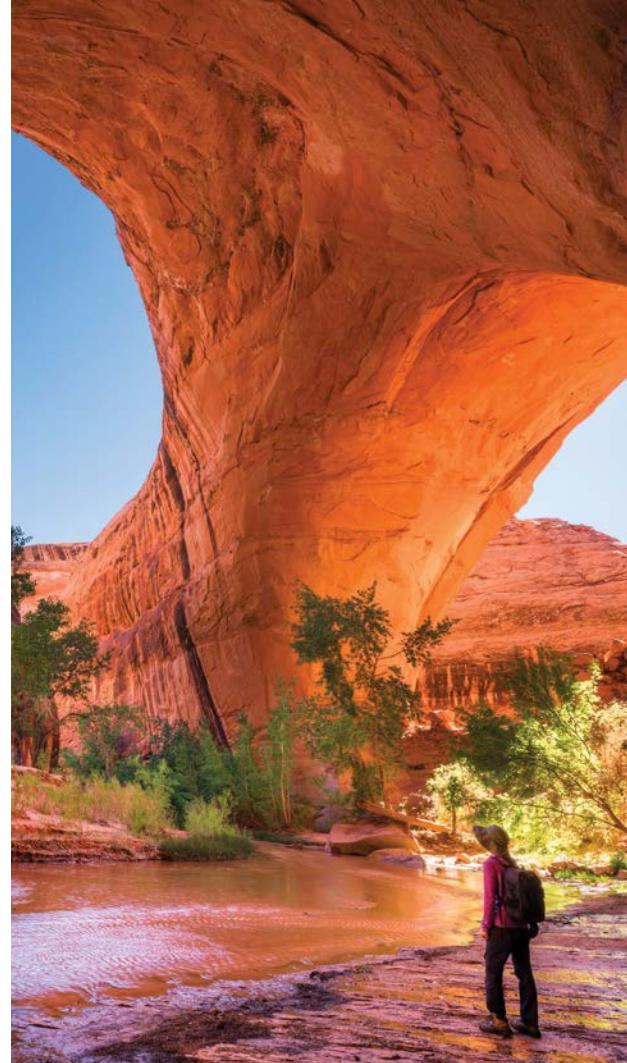
THURSDAY, JUNE 9 | *Jackson, Wyoming*

Start the day with the Design Your Day activity of your choice. Your options are plentiful, including horseback riding, hiking, biking, spa treatments or browsing the shops and galleries in downtown Jackson. Return to Amangani by mid-afternoon to relax and freshen up. This evening, head out to the National Museum of Wildlife Art for cocktails, dinner and a private, after-hours curator-led tour of the collection, which holds over 5,000 pieces from more than 500 artists.

*Amangani* | *Meals: B L D*

FRIDAY, JUNE 10 | *Grand Teton National Park*

Head out early this morning for a game drive in Grand Teton National Park. For rugged, snow-capped peaks that jut upward into brilliant blue sky, and verdant, pristine valleys laced with rivers, forests, wildflowers and wildlife, few places in North America can rival Grand Teton National Park. Today, what was once the isolated province of fur trappers and homesteaders is a bountiful natural treasure set aside for all to enjoy. Animals are at their most active as you set out, providing good opportunities for finding the park's iconic species, including bears, moose, antelope, bison and elk. Lunch is at your leisure at Amangani with time to relax and enjoy the pool and spa, or take a guided hike or horseback trail ride. Later, depart for a private dory float trip on the Snake River, ending at tepee basecamp for an outdoor barbecue dinner, campfire and a group photography session. *Amangani* | *Meals: B L D*





SATURDAY, JUNE 11 | *Yellowstone National Park*

This morning, depart Jackson for a flightseeing excursion over Grand Teton National Park and southwestern Yellowstone to West Yellowstone. This unforgettable flight provides a perfect perspective of the dramatic topography of these two exquisite natural wonders. Explore Yellowstone National Park, America's first and most iconic national park. Its more than 3,400 square miles of wide-open spaces offer a stunning and unique topography that includes lakes, canyons, rivers, mountains and a multitude of geothermal features, such as Grand Prismatic Spring, Mammoth Hot Springs and the famed Old Faithful Geyser. A haven for wildlife as well, the park boasts hundreds of species, among them moose, elk, wolves, grizzly bears and the nation's largest public herd of bison; your private park biologist guide illuminates the complex interplay of these and other species in the park ecosystem. Pause for a gourmet picnic lunch. This evening, celebrate your journey with cocktails on a terrace overlooking the Teton Range, followed by a gala farewell dinner at Amangani. *Amangani* | *Meals: B L D*

SUNDAY, JUNE 12 | *Depart Salt Lake City*

Transfer to Driggs Airport to board your private air charter to Salt Lake City to connect with your homebound flights. *Meals: B*







## YOUR ACCOMMODATIONS



### *Bardessono Hotel & Spa*

Nestled in verdant Napa Valley, California, Bardessono embodies a holistic model of hospitality, featuring a harmonious design that combines simple, elegant indoor spaces with beautiful gardens. The graceful spa offers an array of seasonal treatments, while Lucy Restaurant & Bar features cuisine straight from the resort's garden for a full range of "field-to-fork" dining fare.



### ***Amangiri***

Tucked among dramatic rock formations, Amangiri's seven desert-inspired suites each feature an outdoor lounge and fireplace. Enjoy modern Southwestern cuisine and views of the desert in the restaurant, and savor every irresistible amenity, from the 25,000-square-foot spa to the resort's stables and riding trails, the perfect way to take in your awe-inspiring surroundings.



### ***Amangani***

Amangani affords stunning views of the Grand Tetons and Snake River Valley, with fireplaces and patios or balconies gracing each room and suite. The restaurant serves delectable cuisine prepared from ranch-raised meat, fresh fish and seasonal farm-to-table produce, while a heated outdoor pool, spa, steam room and library round out your elegant experience.

# TERMS & CONDITIONS

## PRIVATE JET OPERATOR-PARTICIPANT CONTRACT AND TERMS AND CONDITIONS

Please read the following information carefully. In order for your reservation to be completed, you must indicate your acceptance of the terms of the Agreement by signing and submitting the Reservation Form to Abercrombie & Kent USA, LLC.

THE AMERICAN WEST BY PRIVATE AIR: AN INSPIRING EXPEDITION BY GEOFFREY KENT

June 1–12, 2022

This agreement sets forth the terms and conditions under which ABERCROMBIE & KENT USA, LLC., 1411 OPUS PLACE, EXECUTIVE TOWERS WEST II, DOWNERS GROVE, ILLINOIS 60515 (hereinafter called “A&K”), agrees to provide the services described in the brochure for The American West by Private Air: An Inspiring Expedition by Geoffrey Kent (hereinafter called the “Tour”) from June 1–12, 2022.

## RESPONSIBILITY

**A&K is the charter operator and, except as expressly provided in this Agreement, is responsible to the passenger for contracting for all services and accommodations offered in connection with the Tour.** However, in the absence of negligence of A&K, we are not responsible for personal injury, property damage or other loss caused by (a) any air carrier, hotel or other supplier of any of the services being offered in connection with the Tour, or by (b) delays, or defects in or failures of any aircraft, vessel, automotive vehicle, or other means of transportation or supplier that is not under its direct control.

## TOUR PRICE

The price of the full Tour is \$135,000 per person, double occupancy, with an additional \$20,000 charge for a single room (subject to availability). Tour prices include charter flights, all applicable taxes and the additional services as described in The American West by Private Air: An Inspiring Expedition by Geoffrey Kent brochure. Prices reflected in this contract are based on current taxes and jet fuel costs. Rises in cost of tax and/or fuel could necessitate a supplemental charge. Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion. Except for “major changes,” as described below, no refund will be made for any accommodations or services included in the charter price which you voluntarily do not use.

## RESERVATIONS AND PAYMENT

A non-refundable deposit of \$27,500 per person and a signed contract is required to secure a confirmed reservation for the Tour. A second non-refundable deposit of \$40,000 will be due on January 31, 2022. Final payment will be due on or before March 2, 2022. If your reservation is made within 90 days of departure (on or after March 3, 2022), the entire cost of the trip must be paid at the time of confirmation. If the Tour is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

**All checks and money orders must be made payable to our depository bank, “Shelby Financial Corporation – Abercrombie & Kent USA, LLC, Escrow Account,” or to**

**your travel agent, who in turn must make a check payable to “Shelby Financial Corporation – Abercrombie & Kent USA, LLC, Escrow Account.”**

**Payment may be made using any major credit card, check or wire transfer, and all payments are secured in an escrow account.**

**Please note: A minimum age to participate in this program applies. Please inquire at the time of booking.**

## ESCROW AGREEMENT

All payments received by Abercrombie & Kent USA, LLC, for travel services on this charter program are protected in part by a surety trust agreement that we have obtained from Level One Bank, 32991 Hamilton Court, Farmington Hills, MI 48334. Unless you file a claim with us, or, if we are not available, with the securer within 60 days after the completion of the charter, the securer will be released from all liability to you under this security agreement. Claims should be filed directly with Abercrombie & Kent USA, LLC, and Shelby Financial Corporation, Attention: Michael Glynn, 5 Great Valley Parkway, Suite 110, Malvern, PA 19355 within 60 days after the completion of the trip. Otherwise, Shelby Financial Corporation, Level One Bank and Abercrombie & Kent USA, LLC, shall be released from all liability to you under this Agreement.

## A&K'S GUEST PROTECTION PROGRAM

Travel insurance is not included in the price of the journey and is strongly recommended. You may purchase A&K's Guest Protection Program for Private Jet administered by AON (which provides cancellation coverage, medical coverage and protection against lost or stolen or damaged luggage). To waive the pre-existing medical condition exclusion of the policy the insurance premium must be confirmed at the time of booking and will be based on the initial deposit required. The balance of the insurance premium must be paid at the time of the second deposit. Insurance premiums and refunds are subject to the policies of the insurance carrier. For more information, visit [affinitytravelcert.com/abk](http://affinitytravelcert.com/abk).

## BAGGAGE

Each participant is strictly limited to 30 lbs. of checked baggage each. Small carry-ons should be limited to one per person. Baggage, when not handled by Abercrombie & Kent USA, LLC, and personal effects are at all times the sole responsibility of the participant. Check with your selected airline for other baggage restrictions applicable to your flights to join and leave the Tour.

## CANCELLATION CHARGES

Cancellations must be received in writing and will become effective on the date of the postmark, fax or email receipt. All payments are non-refundable. Refunds will not be made for any missed services or missed days.

**If you cancel your reservation, your right to receive a refund is limited, per the following schedule:**

## CANCELLATION FEES PER PERSON

| Date   | Amount                    |
|--|---------------------------|
| At confirmation                              | \$27,500                  |
| From February 1, 2022, through March 2, 2022 | \$67,500                  |
| On or after March 3, 2022                    | 100% of the program price |

The guest agrees the sums referenced in the cancellation provisions above are not a penalty and represent a reasonable effort on behalf of A&K to establish its loss prospectively and represent liquidated damages. These include amongst other costs but not limited to fees charged by hotels and travel suppliers to A&K for cancelled bookings.

If you cancel and provide a substitute participant for this trip, you will receive a full refund of money paid toward the charter price less an administrative charge of \$25 within 14 days after the substitute has paid in full. **The costs for visas, commercial air tickets, and pre-tour or post-tour independent arrangements may not be refundable.** If you paid for the Tour by credit card, you may cancel and receive a full refund any time until you have signed an Operator Participant Contract. Such refunds will be made within 14 days of cancellation.

The passenger shall have the right to cancel and receive a full refund if A&K makes any of the following “major changes” in the Tour prior to departure:

- A change in the departure or return date, unless the change results from a flight delay required by the Air Carrier that does not exceed forty-eight (48) hours, and of which A&K received less than two (2) days' notice.
- A change in the origin or destination city, unless the change affects only the order in which cities are visited.
- A substitution of any hotel of lesser quality that is not named in this contract.
- A price increase of more than 10 percent (10%).

Notice of any “major change” described in this paragraph will be given within seven (7) days of learning of the change, but at least ten (10) days prior to the scheduled departure date. Provided, however, that if A&K first learns of a major change within ten (10) days of the scheduled departure date, it will notify the passenger as soon as possible. **Within seven (7) days after receiving notification of a major change, but in no event later than departure, you may cancel your reservation and you will receive a full refund within fourteen (14) days. If a major change occurs after the departure of the flight which you are unwilling to accept, A&K will refund, within fourteen (14) days after the return date named in this agreement, that portion of your payment which applies to any services not provided.**

A&K reserves the right to cancel the Tour at any time for any reason whatsoever, in its sole and unreviewable discretion. Provided, however, that **A&K shall have no right to cancel the Tour less than ten (10) days before the scheduled departure except due to circumstances that make it physically impossible for it to operate the Tour.** If a charter is canceled 10 or more days before the schedule departure, A&K will notify you in writing within 7 days after the cancellation, but in any event, at least 10 days before the scheduled departure. If cancellation within 10 days of the departure date is required because it is physically impossible to operate the Tour, A&K will notify the passenger as soon as possible.

The passenger's acceptance of any refund offered under this Agreement shall constitute a waiver of any additional remedies.

A&K and the Air Carrier each assume no responsibility and shall not be held liable for Acts of God, fire, flood, fog, smog, weather, mechanical failures, acts of government or other civil or military authorities, wars, civil disturbances, riots, terrorist acts, crimes, strikes, shortages of aviation fuel, epidemics,

pandemics, outbreaks of illness, quarantines, hazards incident to sea, land and air travel, or any other similar occurrence that is beyond its reasonable ability to control.

## AIRCRAFT AND FLIGHTS

MEMBERJETS, LLC (“MemberJets”), 1234 AIRPORT RD, SUITE 215, DESTIN, FLORIDA, 32541, is the authorized Co-Charter Operator. All flights will be conducted on a Dornier 328 with 30 business class seats. The Charter Operator reserves the right to change the aircraft if it becomes unserviceable with a reasonable substitute of comparable capacity. The timetable and flight routes for the Tour are approximate and subject to change.

Passengers and their personal belongings, including baggage, are subject to search by airport authorities to ensure the safety and security of the flight. Any passenger who, upon request, refuses to consent to any such procedure may be refused transportation.

No individual air ticket will be issued to the travellers on the private jet. Rather, each traveller will be listed on a master air manifest that will be the responsibility of the Tour Director throughout the Tour.

**Air Carrier’s Right to Deny Boarding.** The Air Carrier shall have the right to refuse boarding or to remove any passenger:

- (a) Who appears to be intoxicated or under the influence of any illicit drug or controlled substance;
- (b) Who refuses to consent to any reasonable checks of his person or baggage deemed by the Air Carrier or responsible airport authorities to be in the best interest of the flight;
- (c) If necessary for the reasonable safety and comfort of the other passengers or if the passenger is creating a hazard or risk to himself or other persons or property;
- (d) Whose passport, visas, vaccination certificates and all other required travel documents are not complete, or who has not complied with the applicable laws, regulations, orders, demands or travel requirements of any country or state from, through or to which a charter flight is operated on the Tour.

## Tour Itinerary

The full Tour begins in San Francisco on June 1, 2022, and ends at the Salt Lake City, Utah airport on June 12, 2022. The information regarding the itinerary, flight segments, hotels, and ground services provided in the American West by Private Air: An Inspiring Expedition by Geoffrey Kent brochure is hereby incorporated by reference.

## Passenger’s Representations

- (a) Passenger certifies that he or she has not recently been treated for, nor is he or she aware, of any physical or other condition or disability that would create a hazard to him or herself or other members of this Tour or reduce their ability to enjoy and benefit from the sightseeing and dining program. Passenger agrees that he or she may be removed from the Tour at his or her own expense if not compliant with the foregoing.
- (b) Passenger agrees to comply with all police, public health and other regulations.
- (c) Passenger accepts full responsibility for all consequences of his or her failure to obtain passports, visas, vaccination certificates and all other documents required for travel to destinations in the Tour itinerary.

## PROGRAM INCLUSIONS

### Included in the quoted program price:

**Aircraft:** The private charter flights will be performed using a Dornier 328 aircraft with 30 business class seats from Santa Rosa, California, routing via Page, Arizona; Grand

Canyon, Arizona; Page, Arizona; Moab, Utah; Canyonlands, Utah; Driggs, Idaho; Salt Lake City, Utah. The air carrier for the private charter flights will be Denver Air Connection. Additionally, local aircraft and helicopters will be used for flightseeing excursions.

**Accommodations:** Accommodations as indicated in the itinerary, based on double occupancy. Single occupancy is available at a supplementary cost. Single accommodations are limited on this program. A limited number of suite upgrades are available at additional cost at some destinations and can be purchased on a first-come, first-served basis.

Note: A&K will assign seats on the private charter aircraft and hotel accommodations on a first-come, first-served basis at its discretion.

**Meals:** All meals, beginning with dinner in San Francisco on June 1, 2022, and ending with breakfast at the hotel in Jackson Hole on June 12, 2022.

**Beverages:** Bottled water at all meals and on excursions. Beer, wine, soft drinks and bottled water at all lunches and dinners where available. Full bar service at scheduled cocktail events.

**Private transfers:** Transfer on arrival to join the trip in San Francisco is included, regardless of the day of arrival.

**Additional inclusions:** A&K’s Travelling Bell Boy Service is provided; however, because of security regulations, this service may be limited at airports, rail stations and points of embarkation for cruises. A&K’s Traveller’s Valet includes laundry service for ten (10) pieces at one selected location during the trip; dry cleaning is not included.

**Services:** Services of professional A&K Tour Director, Luggage Manager and a Physician throughout the itinerary; local guides are provided in each destination.

## Hotel and airport taxes.

**Internet access:** Internet access will be limited in some destinations; where available, complimentary Internet access is included.

**Entrance fees:** During all sightseeing tours.

**Gratuities:** All gratuities, including those for your professional A&K Tour Director and Luggage Manager.

## Not included in the quoted program price:

A&K’s Guest Protection Program; airfares to join/leave the program; additional or alternative sightseeing not included in the itinerary; excess baggage charges; personal expenses such as costs to obtain passports and visas which are not included in the Tour cost; special assistance; meals other than specified in the itinerary; premium liquor except on the private jet and during special events; beverages, other than those with group meals or at group functions; personal laundry (except for A&K’s Traveller’s Valet); and communication charges. Itinerary, accommodations and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond A&K’s control. Every effort will be made to operate the Tour as planned.

## PRICES & ARRANGEMENTS

The quoted Tour price includes planning, handling and operational charges, and is based on current rates of exchange, tariffs and taxes as of October 2021. Abercrombie & Kent USA, LLC, reserves the right to increase Tour price to cover increased costs, fuel surcharges, tariffs and taxes after brochure is published, and to reflect fluctuations in foreign exchange markets. Marco Polo Club discount is not applicable to this program.

Abercrombie & Kent USA, LLC, also reserves the right to change the aircraft if it becomes unserviceable with a reasonable substitute of comparable capacity, withdraw a Tour or any part of it, to make such alterations in the itinerary, to change the maximum number of passengers, or with the Tour inclusions as it deems necessary or desirable and to pass on to Tour members any expenditures or losses caused by delays or events beyond its control.

## PASSPORTS & VISAS

A valid driver’s license, REAL ID or passport is required for all US citizens on this journey. Citizens of other countries should contact the appropriate consular office for entry requirements pertaining to their journey. Your passport needs to be valid beyond December 13, 2022, and should have sufficient blank visa pages for entry and exit stamps.

Officials may request additional documentation and, in declining to issue a passport or visa, such officials may not disclose their reasoning. Failure to obtain visas and/or entry permits does not negate the terms and conditions. Any extra costs for rerouting participants without visas and/or entry permits will be the responsibility of the participant.

## HEALTH REQUIREMENTS

This is an active program, which requires you to make a realistic assessment of your health. All participants are expected to be in active good health, to enjoy travelling as part of a group, and to be ready to experience cultural differences with grace. Walking and climbing stairs are required in many hotels and airports, to board the aircraft, and as part of many excursions. Prior to travelling, we highly recommend visiting your personal physician for a check-up, so that you may discuss your ability to participate in this type of journey. For the latest recommendations on specific health precautions, consult your physician and the Centers for Disease Control. Any physical condition requiring special attention, diet, or treatment should be reported in writing when the reservation is made. We will make reasonable efforts to accommodate participants with special needs; however, we cannot accommodate wheelchairs. If you require a slower pace, extra assistance, or the use of a cane or walking stick, arrangements will be made for private touring at each destination, if necessary, at the discretion of our tour staff. Any extra cost for such arrangements will be the responsibility of the participant. If you would like to forgo some of the scheduled sightseeing to rejuvenate and relax, please feel free to do so at any time.

## COVID-19 VACCINATION REQUIREMENT

All guests must be fully vaccinated for COVID-19 and present proof of vaccination during travel on Inspiring Expeditions by Geoffrey Kent. A&K accepts approved vaccines per the World Health Organization list. Guests must also comply with vaccination requirements for country entry and any local regulations.

## COVID-19 ACKNOWLEDGEMENT

Guest must sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by A&K staff during their journey. Guest may not travel if they test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply. Guest must maintain adequate physical distancing and frequently wash or sanitize hands during their journey. Masks are required in vehicles, indoor spaces, any outdoor spaces where physical distancing is not possible and in accordance with local regulations. Noncompliance with these measures will result in not being able to continue on the journey. Guest voluntarily assumes all risks and related expenses in the event that they or

any member of their travelling party require testing, quarantine or become infected with COVID-19.

#### PHOTOGRAPHY DURING TRAVEL

A&K reserves the right to take photographs and video of guests during the operation of any program or part thereof and to use, re-use, publish, and republish their image, identity likeness, name, voice, interview, statements, video clips and sound recordings, and/or photographic portraits or pictures in which guest(s) may be included (an "Image"), for promotional purposes during the program and thereafter. By booking a program with A&K, guests acknowledge that A&K is the owner of the photographs and video and agree to allow their Image to be used in such photographs and videos, which may thereafter, be used by A&K. Guests who prefer that their images not be used must (1) identify themselves to their Tour Director at the beginning of their Journey; and (2) notify their A&K Travel Consultant by email, not later than thirty (30) days following the end of the guest's journey. In the event the guest fails to comply with both obligations, the guest shall not be exempt from this section. If such written notice is not timely provided, the guests, individually and on behalf of any minor child travelling with them, have granted unrestricted rights and permission for A&K to use the Images.

#### LIMITS ON A&K'S RESPONSIBILITY

Neither A&K nor its parent company, affiliates or subsidiaries, nor any of their respective employees, shareholders, officers, directors, successors, representatives, agents and assigns (collectively the "A&K Parties"), owns or operates any entity which is to or does provide goods or services for your trip with the exception of a limited number of vehicles. A&K purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time to time other affiliated A&K companies). All such persons and entities are independent contractors. As a result, the A&K Parties are not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, the A&K Parties are not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in these trips.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkeling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, climbing, quad biking, parasailing, parachuting, kayaking, whitewater rafting, jet boat rides, snowmobiling, primate tracking and any other activity which A&K considers to carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death

and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release the A&K Parties from any liability whatsoever related thereto.

Further, as consideration for being permitted to participate in the Activities; you release the A&K, Parties whether known or unknown, from, and agree not to sue or make claim against the A&K Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of the A&K Parties and/or from any defect in equipment. You further agree to indemnify and hold the A&K Parties harmless with respect to any claim made against the A&K Parties by anyone else which (a) related to your participation in any trip or any Activities, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, the A&K Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

#### TRAVEL ADVISORIES/WARNINGS

It is the responsibility of the guest to become informed about the most current travel advisories and warnings by referring to the U.S. State Department or their respective government agencies. In the event of an active State Department or government agency Travel Warning against travel to the specific destination location(s) of the trip, should the guest still choose to travel, notwithstanding any travel advisory, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

#### ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to these **Terms and Conditions**, to the **Limits on A&K's Responsibility** clause, to any A&K brochure, or to any information regarding any A&K journey, service or package, or to any A&K-related trip, activity, service or package, shall be settled in the first instance by binding arbitration before one (1) arbitrator in Chicago, Illinois. Any party or their representative may appear for the arbitration by telephone or video conference. Each party shall bear its own fees, costs and expenses and an equal share of any arbitrator and administrative fees; however, the prevailing party shall be entitled to full recovery of all such costs and fees. Disputes shall be arbitrated on an individual basis, with there being no right or authority for any disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public, other travel suppliers or other entities similarly situated.

#### GUEST'S REPRESENTATIONS

The guest represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to him or herself or other members of the Tour.

A&K reserves the right to decline to accept anyone on a trip, and to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or herself or others, or otherwise impact the enjoyment of other guests on the trip. Additional guest assistance is available at a supplemental cost.

#### AIR TRANSPORTATION TO SAN FRANCISCO AND FROM SALT LAKE CITY

Air transportation to San Francisco and from Salt Lake City is not included in the Tour price. Upon request we will arrange the best-priced airfare available in the class category you request at the time of your booking. Please note that certain airfares are subject to a service fee. Should you cancel or change your air reservation before or after your departure, cancellation penalties may apply. Air reservations will not be confirmed until a passport copy is received.

#### AIRLINE CONDITIONS

The Air Carrier is not responsible for any act, omission or event during the time guests are not on board the aircraft during the itinerary. These programs may use the services of any IATA carrier.

The Air Carrier used is subject to international air conventions limiting their liability. The limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package. A&K reserves the right to substitute, without giving reason, another one or more aircraft of suitable standard and configuration for the aircraft operated.

ANY PAYMENT TO ABERCROMBIE & KENT CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN, WHICH MUST BE CONFIRMED BY SIGNATURE ON THE OPERATOR-PARTICIPANT CONTRACT THAT WILL BE SENT TO YOU UPON CONFIRMATION OF YOUR RESERVATION.

#### ONE NAME: ONE UNPARALLELED STANDARD WORLDWIDE

Throughout this brochure, you'll see references to "Abercrombie & Kent" (or simply "A&K"). This is our shorthand for the many independent Abercrombie & Kent companies that work with A&K, to provide its guests with a consistent worldwide standard of expertise and excellence in travel. Their independence allows our guests to benefit from unique local knowledge and specialized services available only from destination-based operating companies around the globe.

#### AMENDMENTS

A&K reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time as the result of any material changes to legislation or regulation. All amended Terms and Conditions shall automatically be effective upon being posted by A&K to the website [abercrombiekent.com](http://abercrombiekent.com). Accordingly, guests should check the website [abercrombiekent.com](http://abercrombiekent.com) prior to travel in order to ensure they are aware of any changes.

#### PRIVACY NOTICE

See the A&K USA Privacy Notice, which can be found at [abercrombiekent.com/privacy](http://abercrombiekent.com/privacy), and which is incorporated herein.

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**EXPEDITIONS**  
by Geoffrey Kent

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