

INSPIRING®
EXPEDITIONS
by Geoffrey Kent

EMPERORS & SOUTH POLE



Abercrombie & Kent

One of the most thrilling adventures of my life was my first Inspiring Expedition to Antarctica in 2018, when our small group shared the privilege of standing at the South Pole, truly a once-in-a-lifetime experience. Now, we are once again offering this extraordinary journey to the bottom of the world. Following an enjoyable prelude in Cape Town hosted by myself, fly with my wife Otavia to the seventh continent to see an emperor penguin colony never visited before and walk through a naturally carved ice tunnel. Your adventure culminates with an excursion to the South Pole, a signal achievement for any traveller.

Do not miss an adventure never to be forgotten.



Geoffrey Kent

Geoffrey Kent
Founder & Co-Chairman
Follow @geoffrey_kent on Instagram



This luxury 12-day adventure takes you into the heart of Antarctica to see emperor penguins.
Then it's on to the lowest point on earth — the South Pole.



*Geoffrey Kent at the South Pole on December 15, 2018,
107 years and two days after Roald Amundsen became
the first person to stand there.*

HIGHLIGHTS



DECEMBER 2022 - 12 DAYS

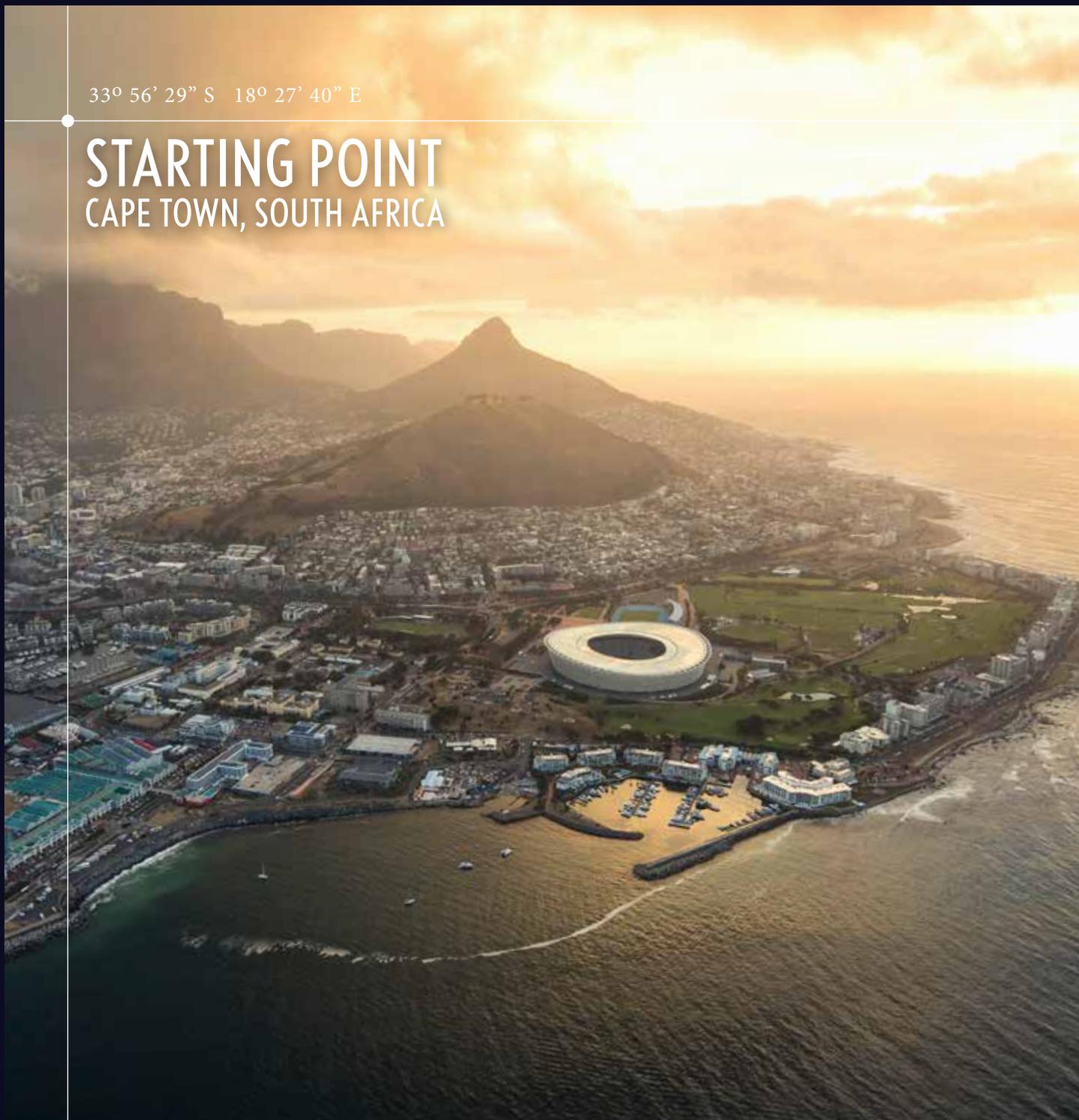
An Inspiring Expedition for just 12 guests
to Antarctica and the South Pole

CAPE TOWN, SOUTH AFRICA - ANTARCTICA
- CAPE TOWN, SOUTH AFRICA

- Stand at the South Pole, where there is no more east, south or west – the only direction is north
- Climb to the summit of a previously unclimbed mountain (no experience necessary) and help name the peak for the history books
- Observe one of the largest emperor penguin colonies in the whole of Antarctica, when the young chicks are often still sitting on their parents' feet
- Visit seal colonies and a scientific station; explore magical ice tunnels; enjoy Antarctic picnics and fascinating lectures; and much more

33° 56' 29" S 18° 27' 40" E

STARTING POINT CAPE TOWN, SOUTH AFRICA



DECEMBER 11, 2022

On arrival in Cape Town, you're met by one of the A&K team for your private transfer to The Silo Hotel, one of Cape Town's most exciting hotels. With only 28 individually designed rooms, it is located over six floors above the Zeitz Museum of Contemporary Art Africa (MOCAA).

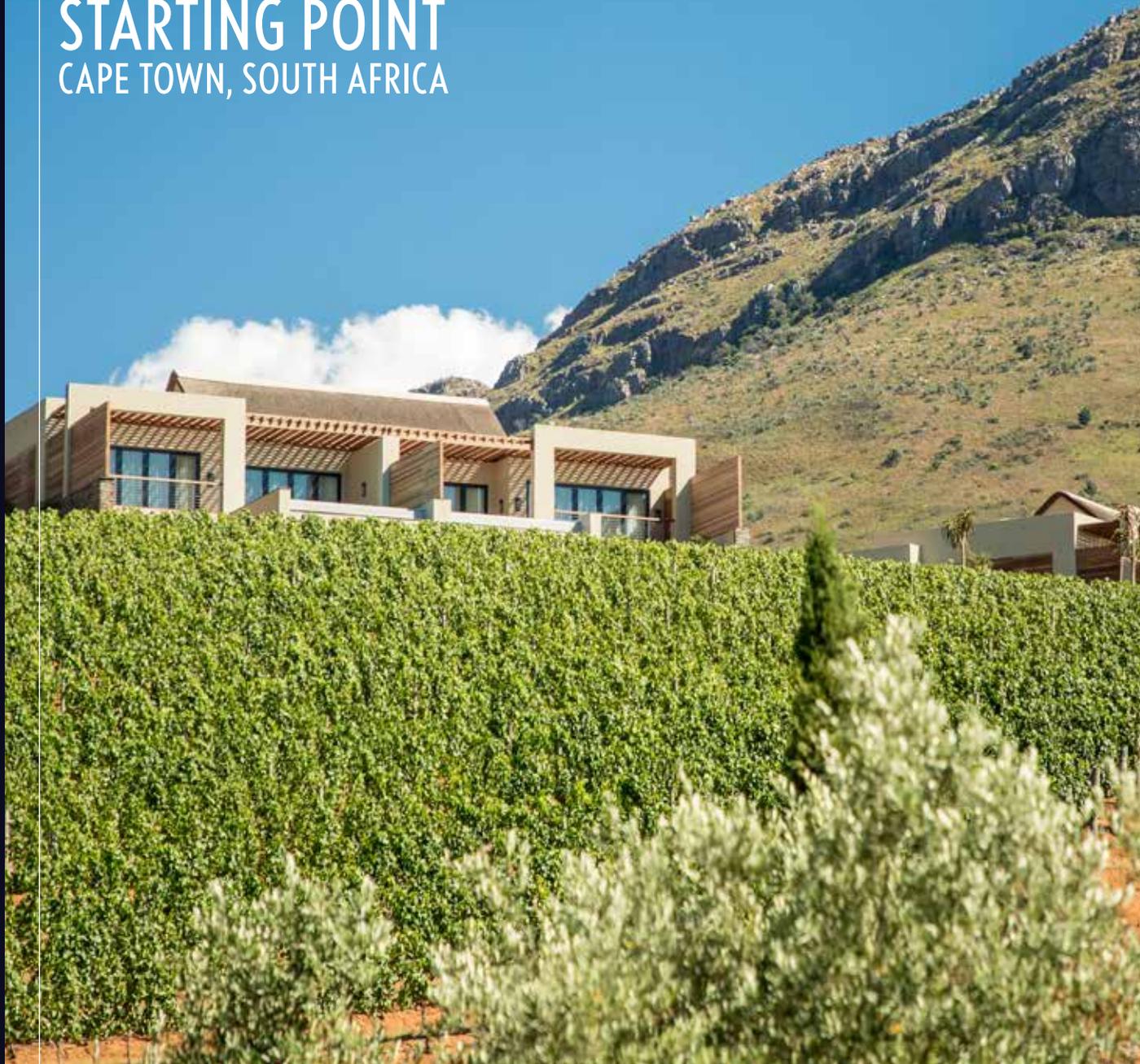
This evening, gather with Geoffrey and Otavia Kent at the Zeitz Museum of Contemporary Art for cocktails, followed by a private dinner at the hotel.



33° 56' 29" S 18° 27' 40" E

STARTING POINT

CAPE TOWN, SOUTH AFRICA



DECEMBER 12

This morning, after meeting your expedition team, head out with Geoffrey and Otavia from your hotel in style, driving along the coast in a classic two-seater open-top Cobra. Drive past the picture-perfect beaches of Clifton and Camps Bay, beautifully located at the base of the towering Twelve Apostles Mountains. Continue driving to Groot Constantia, the oldest wine estate in South Africa. From here, depart on a scenic helicopter flight to the elegant vineyards of Stellenbosch. Arrive at the Delaire Graff Estate, a world-class winery and luxury lodge. Enjoy lunch on the grounds, and afterward begin a breathtaking journey in a vintage World War II sidecar, meandering through superb mountain ranges. Continue by helicopter to Cape Town and transfer to your hotel.





Atlantic Ocean

CAPE TOWN
SOUTH AFRICA

Atlantic Ocean

Indian Ocean

ATKA BAY EMPEROR PENGUIN COLONY

WHICHAWAY CAMP

Weddell Sea

Bellingshausen Sea

Pacific Ocean

GEOGRAPHIC SOUTH POLE

FLIGHTS

Flight to Antarctica:
5.5 hrs

Flight to the emperor penguins:
2.5 hrs

Flight to the South Pole:
7 hrs



TRAVEL

SOUTH AFRICA - ANTARCTICA

DECEMBER 13

Bid farewell to Geoffrey and, joined by Otavia, depart around 10:00 a.m. from the private jet facility at Cape Town International Airport, where your Gulfstream pilots are waiting for you. Fly for five and a half hours across the mighty Southern Ocean, high above thousands of icebergs floating across the sea. Halfway through the flight, cross the polar circle and enter 24 hours of continuous daylight.



Landing on your private ice runway (named Wolf's Fang), you're struck immediately by the vastness of your surroundings as the horizon stretches into the distance, punctuated only by a row of jagged mountain peaks.

A separate ski-equipped aircraft then ferries you the short 25-minute hop to the luxury camp, Whichaway, which has been diligently designed and meets A&K's strict criteria. Set out on a gentle trek around this snowy oasis to orientate yourself to the new surroundings.



70° 45' 49" S 11° 36' 59" E

WHICHAWAY CAMP

*“Fulfill that exciting dream
you never thought possible.”*

Geoffrey Kent



*“Experience a new level of comfort, elegance
and provision in the harshest location.”*

Geoffrey Kent



● Bedroom Pod En Suite



● Guest Shower Pod

DECEMBER 14

Your base is made up of seven state-of-the-art sleeping pods. This unique camp stands in stark contrast to the immense 200-foot icefall and frozen lake that dominate your view. Each pod is just over 20 feet in diameter, complete with en suite facilities and a writing desk.

● Guest Sitting Room



The rest of the camp is comprised of a kitchen and three centralized pods that make up the reception, lounge and dining room. While the exterior is constructed from cutting-edge materials, the interior, with its rich textures, has an old-world feel. After a day's exploring, it is here you share stories as you feast on food prepared by award-winning chefs.

● Guest Dining Room



*“It is not down in any map;
true places never are.”*

Herman Melville

DAILY ACTIVITIES

Each day, your certified high-mountain guides offer a variety of activities that can be as challenging or relaxed as you wish. You are free to do as much or as little as you like to suit your mood in these awesome surroundings.



DECEMBER 14

Head to the 200-yard-long ice tunnels made of iridescent blue ice, a setting as surreal as it is unique. Walk through their extraordinary length, breathing in the still air and marveling at the bizarre ice formations carved by meltwater. On the way back, drive by 4x4 to the nearby science base to meet some of the scientists who have been conducting research throughout the winter.



90° S

SOUTH POLE





DECEMBER 15

Depart early in the morning in a BT-67 turboprop plane and fly five hours across the High Polar Plateau, landing at 83-degrees south to refuel. Take the opportunity to walk around and experience this daunting environment for yourself before continuing on for another two hours to the South Pole. This is the lowest point on earth, the holy grail for explorers. Here you are standing at a place that has no more east, south or west – the only direction from here is north.

At the South Pole marker, you can walk around the planet in just a few steps. After a special ceremony, visit the Amundsen-Scott South Pole Science Station to witness firsthand the often groundbreaking research conducted at this U.S. facility. Camp for the night at 83 degrees south in a full-height tent with camp bed, mattress and polar sleeping bag, making you among the select few who have spent a night in the beauty of the Polar Plateau, one of the wildest places on earth.

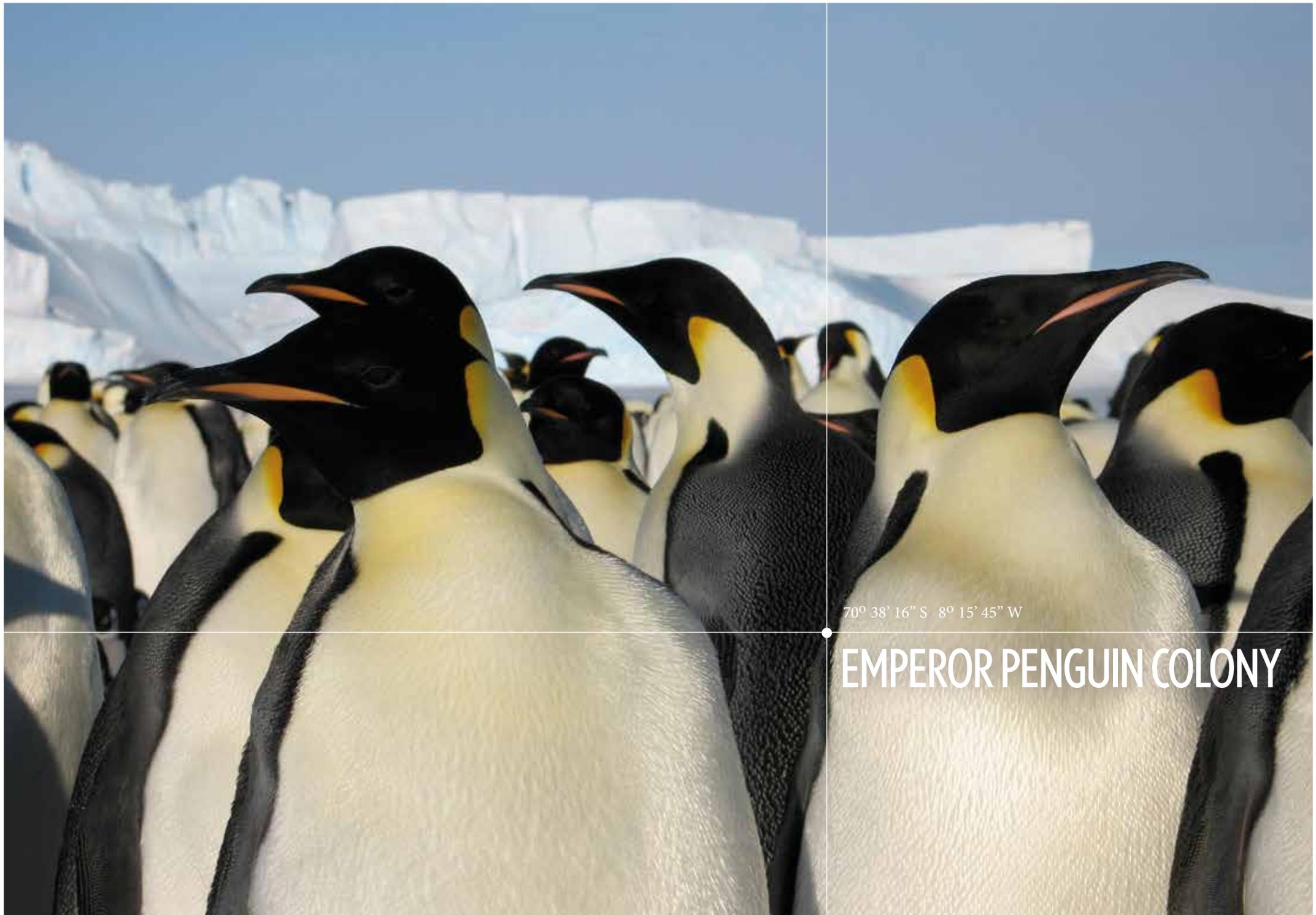
DECEMBER 16

After a hearty breakfast, board the plane once again for the flight back to camp, the perfect chance to truly appreciate the immense scale of Antarctica. Arrive at the Whichaway Skiway airstrip and transfer in 4x4 vehicles back to camp.



DECEMBER 17

Today, drive by 4x4 to a vast rock cliff overlooking the ice waves. Your guides have established a rope walk over the cliff edge. Crossing it is technically easy, but thrilling nonetheless. There may be time for lessons in skiing, snowmobiling or, with expert tutelage, you may choose to abseil off the nearby *nunatak*, a mountain surrounded completely by an ice field.



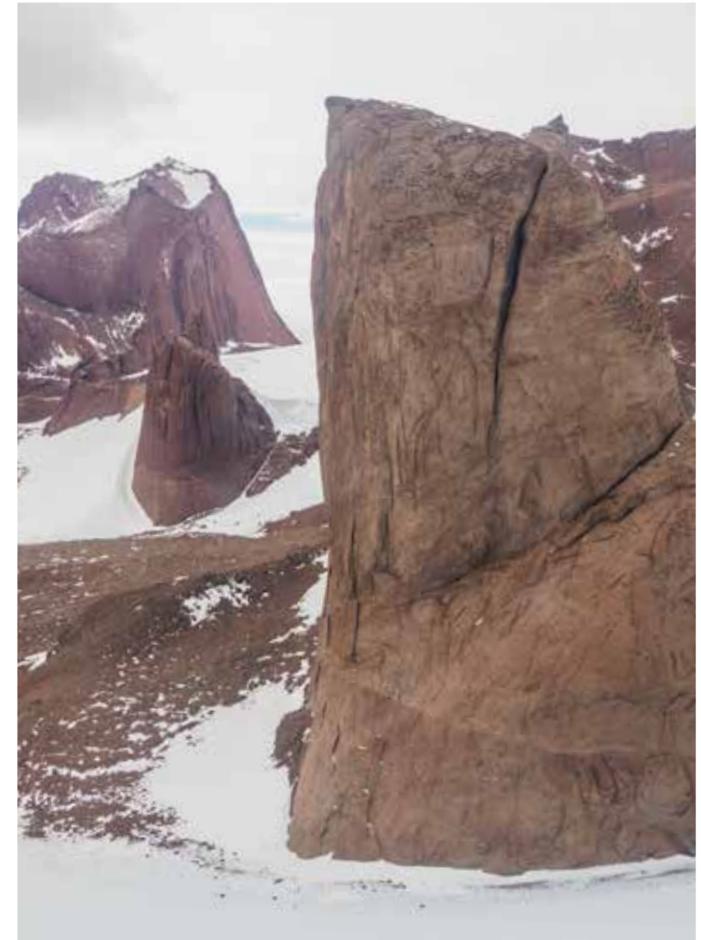
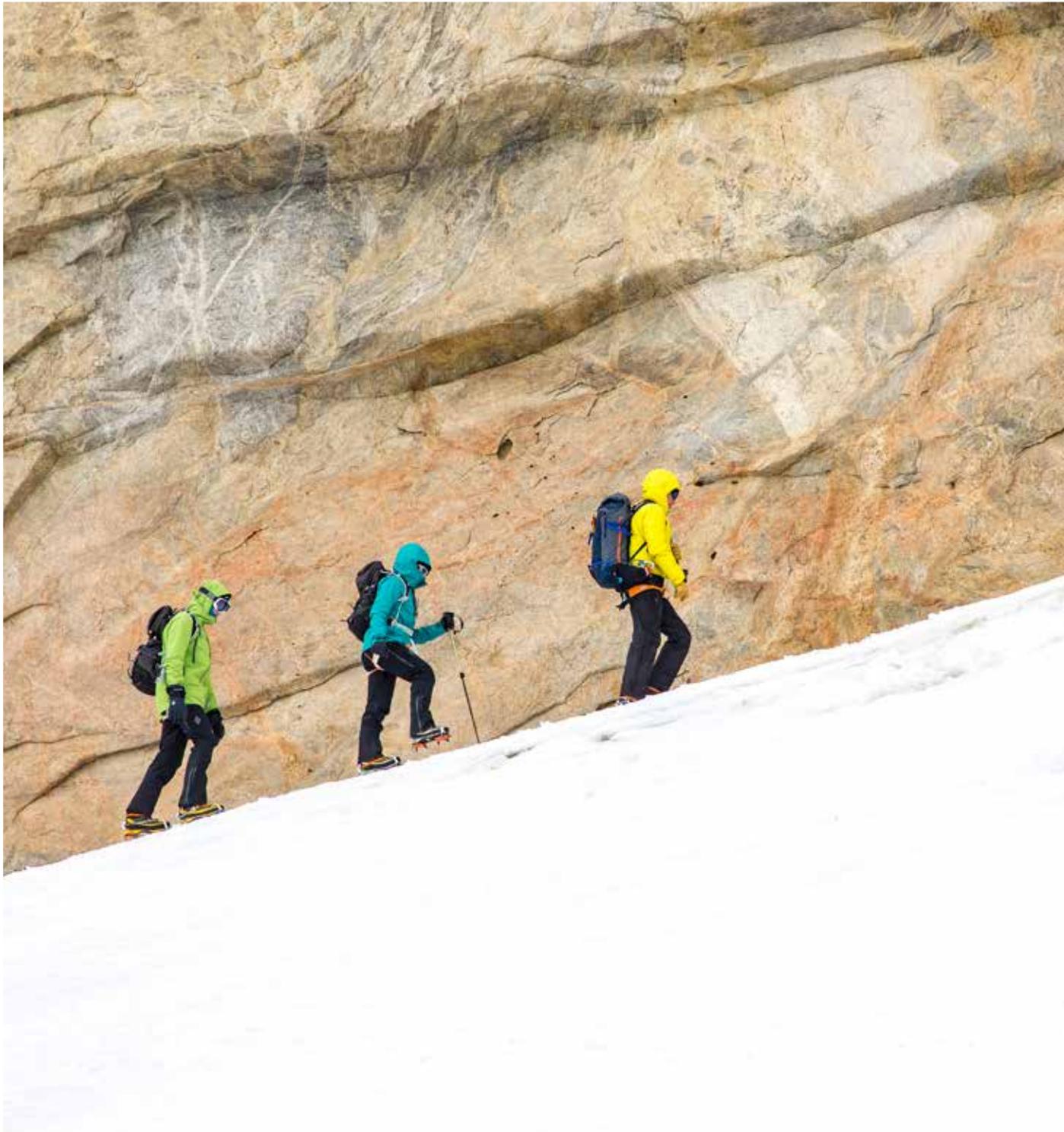
70° 38' 16" S 8° 15' 45" W

EMPEROR PENGUIN COLONY



DECEMBER 18

Fly two and a half hours across Antarctica, skimming across the spectacular coastline before landing at an emperor penguin colony. You is the only group to visit this specific colony. Surrounded by approximately 6,000 emperor penguins and their newly hatched chicks, get up close and personal to these real-life stars of *March of the Penguins*. At this time of year, the chicks are still covered in their grey down feathers and you can spend the day photographing them and their doting parents. There are occasionally Weddell seals in the area as well, lying next to their breathing holes, entirely unafraid of the proximity to humans. Fly back to camp in the late afternoon.



DECEMBER 19

A short 45-minute flight brings you to the Drygalski mountain range, an area that consists of huge monoliths of rock rising vertically out of the ice and often reaching 9,000 feet in height. Take the opportunity to achieve something truly unique: Climb a virgin summit in Antarctica, with your expert guides leading the way. Build a rock mound (or cairn) on the highest point to prove you were there; you even earn the right to name the mountain for the history books.

DECEMBER 20

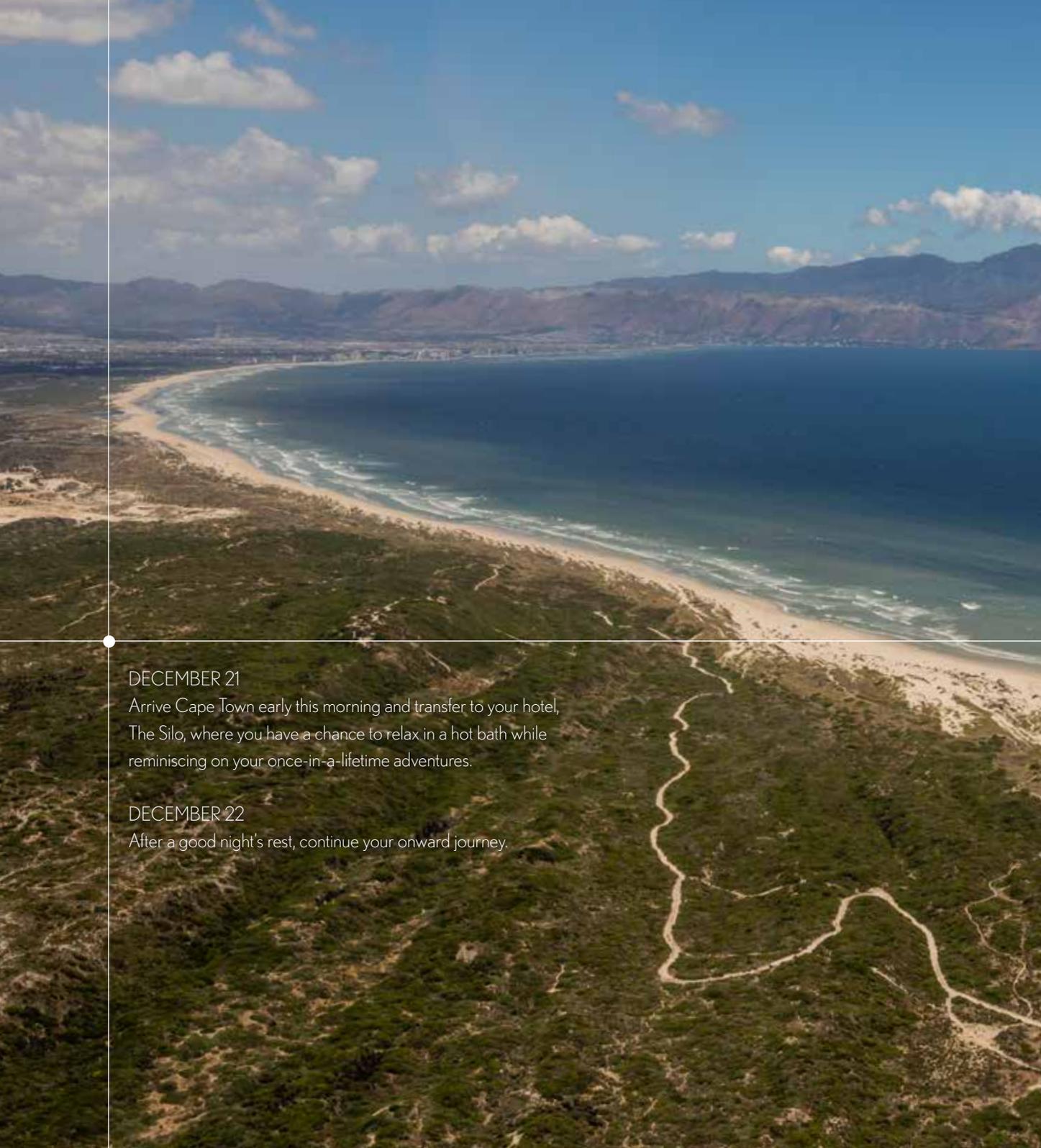
In addition to the numerous planned activities (subject to local



conditions), your journey also includes a number of informal, riveting talks by polar experts. One such talk is a presentation by a record-breaking polar guide about the history of the race to the South Pole. Told in the most evocative setting imaginable, the tale transports you back to the time of Scott and Amundsen as they risked everything to be the first to reach the lowest point on earth.

Today may also be a great day to picnic on the summit of a small ridge a short way from camp. The location offers the most spectacular views out across the frozen icebergs on the coast. Retrace your steps with a short drive to Whichaway Skiway to board your 25-minute flight to Wolf's Fang, where your private jet is waiting.

In the evening, catch your flight back to Cape Town.



DECEMBER 21

Arrive Cape Town early this morning and transfer to your hotel, The Silo, where you have a chance to relax in a hot bath while reminiscing on your once-in-a-lifetime adventures.

DECEMBER 22

After a good night's rest, continue your onward journey.

PRICE: £187,970 PER PERSON, DOUBLE OCCUPANCY

GUESTS: 12 MAXIMUM

FLIGHT TO ANTARCTICA: 5.5 HRS

FLIGHT TO EMPEROR PENGUINS: 2.5 HRS

FLIGHT TO SOUTH POLE: 7 HRS

IMPORTANT INFORMATION

This is an active program that requires all participants to be in active good health, and to be ready to experience difficult terrain and a hostile environment. A physician's authorization is required to participate in this journey.

This itinerary is entirely subject to weather conditions in Antarctica and is meant as a day-by-day guide of what guests can expect. Exact dates and types of plane can vary.

Please bear in mind that the South Pole is situated at an apparent altitude of 13,000 feet with an approximate ambient temperature of -13°F. Those with preconditions of altitude sickness should not travel on this journey. If you are unsure in any way, please contact A&K for any advice or further information.

TERMS & CONDITIONS

EMPERORS & SOUTH POLE AN INSPIRING EXPEDITION BY GEOFFREY KENT December 11–22, 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 Emperors & South Pole: An Inspiring Expedition by Geoffrey Kent, (hereinafter called the "Tour") from December 11–22, 2022.

RESPONSIBILITY

A&K is the tour operator and, except as expressly provided in this Agreement, is responsible to the guest 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 \$250,000 per person, double occupancy. Tour price includes all services and on-tour transportation, all applicable taxes and the additional services as described in Emperors & South Pole: An Inspiring Expedition by Geoffrey Kent brochure. Prices reflected in this contract are based on current taxes and 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 tour price will be at your discretion. No refund will be made for any accommodations or services included in the tour price which you voluntarily do not use.

RESERVATIONS AND PAYMENT

A deposit of \$150,000 per person, which is non-refundable if you cancel, is required to secure a confirmed reservation for the Tour. A second payment of \$100,000 per person, also non-refundable if you cancel, is due by April 29, 2022. If your reservation is made on or after April 29, 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, or with your authorization, we can retain the deposit and place your name on a waiting list in case other guests cancel their reservations.

Payment may be made using any major credit card, check or wire transfer.

Please note: A minimum age of 15 is required to participate in this program.

INSURANCE

Trip cancellation is strongly recommended for coverage of any cancellation or curtailment of the program arising from circumstances such as, without limitation, change in itineraries,

change in medical condition, and change in logistical arrangements or circumstances beyond our reasonable control. You should ensure that the insurance policy does not contain any exclusion clauses limiting coverage for the type of activities included or the locations included in this program. We will provide you with details of our recommended insurance provider. Insurance premiums and refunds are subject to the policies of the insurance carrier. We reserve the right at our discretion to refuse to allow any member of your party who is inadequately insured to participate in the program or any part of it. In that situation, we would not refund any part of the program price and would have no further liability to you arising from such refusal. It is your responsibility to ensure that the policy is suitable for the Tour.

SPECIAL REQUIREMENT FOR EMPERORS & SOUTH POLE

Due to the remote locations, A&K requires guests to provide proof of a minimum of \$500,000 per person in emergency evacuation/repatriation insurance for this journey.

CANCELLATION

Cancellations by you 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.

CANCELLATION FEES PER PERSON

Date	Amount
Before April 29, 2022	\$150,000
On or after April 29, 2022	\$250,000

CANCELLATION BY A&K

A&K reserves the right to cancel the Tour at any time for any reason whatsoever, in its sole and absolute discretion.

The guest's acceptance of any alternate arrangement or refund offered under this Agreement shall constitute a waiver of any additional remedies. If we are unable to offer you a suitable alternative, then we will give you a refund of the tour price which you have already paid, less any irrecoverable costs already incurred in relation to the cancelled program, which shall not exceed 25% of the program price. Subject hereto, we will have no further liability to you arising from the tour cancellation.

Refunds are not made for any missed services. Please see our Limits on A&K's Responsibility clause below.

A&K assumes no responsibility and shall not be held liable for acts of nature, 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, quarantines, hazards incident to sea, land and air travel, or any other similar occurrence, without limitation, that is beyond its reasonable ability to control.

ITINERARIES

A&K reserves the right to modify program itineraries, including arranged sightseeing, and substitute accommodations and/

or aircraft at any time due to unforeseen circumstances or circumstances beyond A&K's control and which may affect our ability to provide the scheduled itinerary or which may make the operation of the scheduled itinerary unsafe or otherwise inadvisable. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. As this tour does involve adventurous travel to remote and inhospitable regions, the logistics associated with the tour are unique to the Polar Regions and, as such, are very complex. Accordingly, changes may need to be made in the interest of safety, due to logistical factors or other reasons associated with travel to a polar environment.

The possible changes to the scheduled itinerary may notably include certain components of it, dates and departure times and aircraft types used to perform the Tour.

We will endeavor to give as much advance notice of any changes as possible but, due to the nature of the circumstances, it may not always be possible to do so and, consequently, we reserve the right to make such changes at any time and without prior notification to you.

While A&K acknowledges the participation of Geoffrey Kent in the tour forms a part of the tour experience, this cannot be guaranteed. Events outside of A&K's control such as medical or personal reasons may result in Geoffrey Kent not being able to participate or join the tour. Notwithstanding any non-participation by Geoffrey Kent the tour shall continue to operate on the set itinerary.

GUEST REPRESENTATIONS

(a) Guest 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. Guest agrees that he or she may be removed from the Tour at his or her own expense if not compliant with the foregoing.

(b) Guest agrees to comply with all treaties, customs, police, public health and other regulations including the immigration and customs laws of each country or state from, through, or to which the Tour is operated.

(c) 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.

(d) Guest 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.

(e) Guest warrants that his or her passports have a sufficient number of blank pages (at least one per destination) to last the duration of the itinerary as described in the Emperors & South Pole: An Inspiring Expedition by Geoffrey Kent brochure.

(f) Guest accepts that he or she is not permitted to leave the base camp in Antarctica without being accompanied by our

local supplier's expedition leader or guide. Our local supplier's expedition leader or guide has the authority to make decisions regarding the operation of the Tour and their decision on such operational issues will be final.

PROGRAM INCLUSIONS

All accommodations, meals and fully guided sightseeing (including park and entrance fees) as noted in the itinerary; airport transfers to/from hotel/airport in Cape Town, South Africa, regardless of day of arrival and departure; all on-tour charter aircraft transportation; services of A&K Tour Director and experienced guides/expedition staff throughout; coffee/tea/soft drinks/ water at included meals; wine and beer with all lunches and dinners; local bottled water during sightseeing; portage of two (2) pieces of baggage; hotel taxes; gratuities throughout; and a complimentary expedition parka.

BAGGAGE

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 baggage restrictions applicable to your flights to join and leave the Tour.

On local charter flights during the course of this journey, participants are limited to 48 lbs. (22 kilos) of checked luggage. Small carry-ons should be limited to one per person and weighing not more than 17 lbs. (8 kilos).

EQUIPMENT

Due to the hostile nature of Antarctica's environment, it is essential that each member of your party is properly equipped and clothed in accordance with the requirements set forth in our packing recommendations. A&K local representatives are experts in polar clothing and, consequently, will have the final decision as to whether a member of your party is suitably equipped and clothed or not. If, either prior to commencement of the program or during the program, our representatives consider that any member of your party is not suitably equipped or clothed, than that member's participation in the program or relevant part of the program will be cancelled, in which case you will not be entitled to a refund of any part of the program price and we will have no further liability to you arising from the cancellation. You will further be responsible for any additional costs (such as flight, accommodation and subsistence costs) incurred as a result of the cancellation. A&K will provide for the appropriate polar boots and polar jackets for your use during the program.

NOT INCLUDED IN THE QUOTED PROGRAM PRICE

Trip cancellation insurance; emergency evacuation/repatriation insurance; 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; beverages, other than those with group meals; 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 2020. 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.

PASSPORTS AND VISAS

It is the guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All guests are advised to check with the appropriate government authority to determine the necessary documents. A valid passport with multi-entry use for South Africa is required. Passports must contain at least two (2) consecutive blank (unstamped) pages and must be valid for six (6) months after the return of your journey. South Africa Immigration is extremely strict and may refuse entry or require participants to return home on the next available flight if these requirements are not met. If any member of your party if refused entry to South Africa, for whatever reason, that member's participation in the program will be cancelled and will not be entitled to a refund of the program price.

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 difficult terrain and a hostile environment. Within one month of booking, you must visit your personal physician and procure his signature on our confidential Medical Information form and return it to us to confirm your ability to participate in this type of journey. No one may participate in the tour unless the medical report is acceptable to the local operator. If you are not accepted on the tour following your booking you will have your deposit returned. If you do not provide the Medical Information form within one month of booking, it will be deemed to be a cancellation by you and no refund of the deposit will be made. If, after you have provided the medical reports and been accepted on the tour, there is any change to your medical condition, you are required to disclose this to us as soon as possible. The local operator will assess the change in your medical condition and has total discretion to refuse to accept you on the tour as a result of the change in your medical condition. If you are refused participation as a result there is no refund of the Program Cost and you will be liable for any additional costs (such as flight, accommodation and subsistence cost), which is why we highly recommend that you purchase trip cancellation insurance.

For the latest recommendations on specific health precautions for the areas you will visit, 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.

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.

AIR TRANSPORTATION TO AND FROM CAPE TOWN

Air transportation to join and leave the program in Cape Town, South Africa, 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.

Airlines concerned are not to be held responsible for any act, omission or event during the time guests are not on board their planes or conveyances. These programs may use the services of any IATA carrier.

International air carriers are 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. The passage contract in use by these companies, when issued, shall constitute the sole contract between the companies and the purchaser of these travel programs and/or passage. A&K reserves the right to substitute, without giving reason, another one or more aircraft of suitable standard and configuration for the aircraft operated.

ONE NAME: ONE UNPARALLELED STANDARD WORLDWIDE

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