

PASSENGER AGREEMENT: All passengers are required to complete a Passenger Agreement prior to travel and, by so doing, formally accept Gate 1 Travel's Terms & Conditions, Release from Liability, Assumption of Risk and Binding Arbitration Agreement. Passengers booking online will be required to complete the Passenger Agreement at the time of booking. Passengers booking via telephone will be provided a verbal review of the Passenger Agreement which will be delivered via email shortly after the time of booking. Customers who are unable to receive and complete their Passenger Agreement via email may request the Agreement be provided via fax or mail. Travel documents will not be released without a completed Passenger Agreement. Gate 1 reserves the right to cancel bookings and return deposits without a completed Passenger Agreement.

RELEASE FROM LIABILITY: Gate 1 Ltd., its shareholders, directors, officers, employees and affiliates, (collectively "Gate 1") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. Independent contractors may utilize the Gate 1 logo on signage or uniforms solely for identification purposes which does not signify Gate 1 ownership, management or control. As a result, Gate 1 is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Gate 1 is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, diseases and dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Gate 1. In addition, I release Gate 1 from its own negligence and assume all risk thereof.

ASSUMPTION OF RISK: I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Gate 1, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and

all risks of illness, injury or death and of the negligence of Gate 1 and agree to hold harmless and release Gate 1 from claims of third party negligence.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Gate 1 or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Pennsylvania law and will take place in Philadelphia, PA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

VOLUNTARY PARTICIPATION: I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Gate 1 catalog and supplements or brochures or website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents and certify that I am 18 years of age or older. I am aware that this is a release of liability and a contract between myself and Gate 1 and agree of my own free will. By checking the Passenger Agreement box, I agree to these Travel Terms & Conditions and Gate 1's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

PHOTOGRAPHIC RELEASE: Gate 1 may take photographs or video of its trips and trip participants grant Gate 1 permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.