



# Highlights of Kenya

November 3 – 10, 2023



VILLANOVA  
UNIVERSITY

Alumni Association



Dear Villanova Alumni, Family, and Friends,

We want to wish you a warm *karibu* (welcome) to **Kenya!** For the first time, Villanova will be offering this popular destination to our alumnae/i, their family and friends. This program is for anyone seeking a “quick fix” and an immersion into open savanna plains, high density of wild life and warm hospitality. You can also be assured that our partners have all the proper health and hygiene protocols in place.

Arrive in the capital city of **Nairobi**, East Africa’s most cosmopolitan and Africa’s 4<sup>th</sup> largest city. The safari adventure will start in the **Masai Mara National Reserve**. The Masai Mara together with Tanzania’s Serengeti form Africa’s most famous wildlife park. Here again you will have abundant opportunities to enjoy game viewing in this jewel of Kenya and see the wildebeest migration as they head south. Spend some time hiking (easy to moderate) at **Hell’s Gate National Park** that is known for its spectacular scenery including the towering cliffs, water-gouged gorges, stark rock towers, scrub clad volcanoes and belching plumes of geothermal steam. Continue across the vast plains on the floor of the Rift Valley toward the **Soysambu Conservancy** for its diversity of birds– an ornithologists dream!

Your safari adventure is complete in the magnificent **Amboseli National Park** best known for its huge elephant herds and a majestic view of the snow-capped Mount Kilimanjaro – the highest free-standing mountain in the world and highest peak in Africa.

This program offers a unique experience by merging safari adventure and also the aesthetic, by exploring Kenya’s rich ecosystem, its culture and a glimpse into the country’s commitment to conservation. For those seeking more adventure can go on an optional extension to Uganda the Swahili coast that teems with centuries of history of Arab, European and Asian traders, migrants and colonizers as well as their influences on culture, food, music and religion that is still prevalent today.

We hope you will join us on this memorable program, and since space is limited, we encourage you to reserve your place quickly.

For more information about this tour, contact *Immersion Journeys* at (917) 686-2620 or email [info@immersionjourneys.com](mailto:info@immersionjourneys.com)

## PROGRAM ITINERARY

### November 3, 2023 - Depart USA

Depart for Nairobi. (Note that early arrival options are available. Contact the tour operator for details)

### November 4 - Arrive Nairobi

Met on arrival and transferred to your hotel. Enjoy welcome cocktails in the evening. *Overnight: Nairobi Serena Hotel (Welcome Cocktails)*

### November 5 - Nairobi | Masai Mara National Reserve

Depart by road to the famous Masai Mara National Reserve. Located in the Great Rift Valley it is regarded as the jewel of Kenya's wildlife viewing areas and an extension of the Serengeti eco-system famous for the huge herds of migratory wildebeests, and zebra. *Overnight: Mara Serena Safari Lodge (B, L, D)*

### November 6 - Masai Mara National Reserve

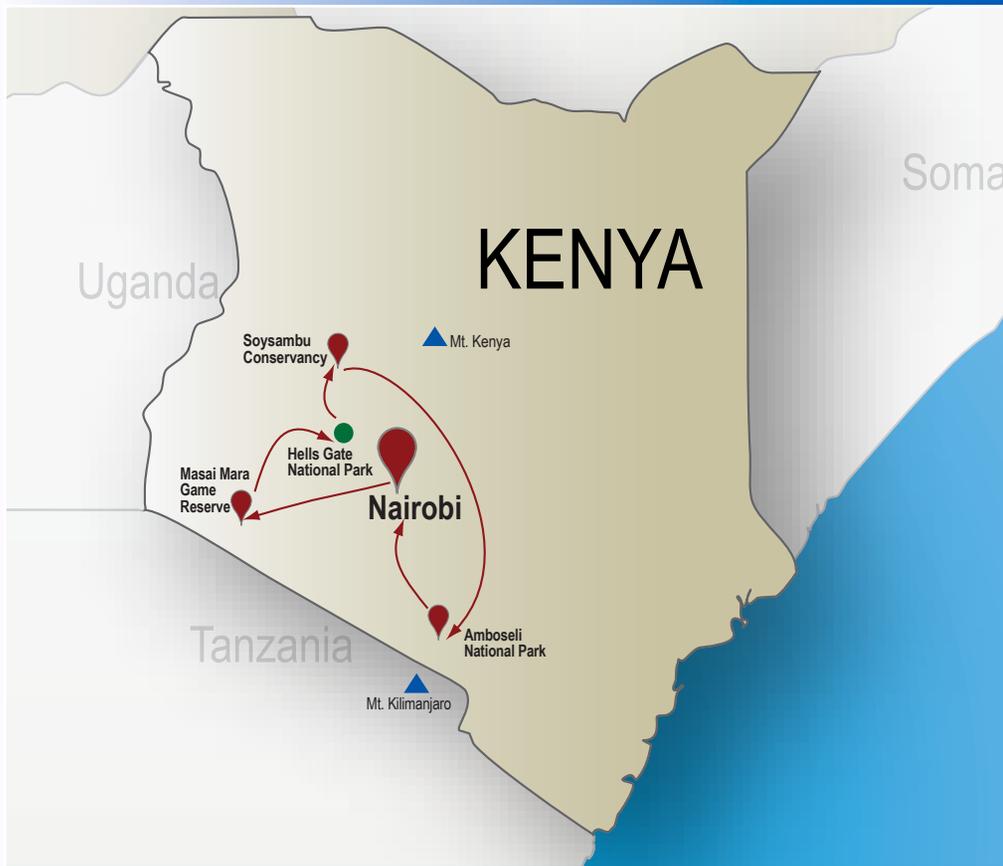
Enjoy morning afternoon game drives with your professional Guide. Weather permitting, you will be hosted for a "bush breakfast" arrange by the lodge.

**Optional activity:** early morning hot air balloon over the Masai Mara and bush breakfast (see supplemental cost below).

*Overnight: Mara Serena Safari Lodge (B, L, D)*

### November 7 - Masai Mara | Soysambu Conservancy (via Hell's Gate National Park)

Travel across the 'breadbasket' of Kenya, where acres of wheat and barley cover the landscape. Go on a guided invigorating hike in Hell's Gate National Park for a few hours (easy to moderate). Named for the intense geothermal activity within its boundaries, the Hell's Gate National Park is a remarkable quarter of the Great Rift Valley. Spectacular scenery including the towering cliffs, water-gouged gorges, stark rock towers, scrub clad volcanoes and belching plumes of geothermal steam make it one of the most atmospheric Parks in Africa. Proceed to your camp on the shores of Lake Elmenteita situated in Soysambu Conservancy. *Overnight: Lake Elmenteita Serena Camp (B, L, D)*



## Tour Highlights

- Experience the annual wildebeest migration.
- Visit a typical African market and dip into local culinary experiences influenced by spices from Asia and the Middle East.
- Meet conservation experts who are on the front lines of sustainable conservation and community impact efforts.
- Hike amid spectacular scenery of towering cliffs and water-gouged gorges of Hell's Gate National park.
- Enjoy sundowners in Amboseli.

*Continued next page.*



## **November 8 – Soysambu Conservancy | Amboseli National Park**

With over 450 bird species on the Soysambu conservancy, enjoy an early morning bird walk led by your experienced guide. This is one place in Kenya where the bird species are most prevalent. After a hearty breakfast, depart for Amboseli National Park. This park is known for its elephant herds and one can't miss the snow-capped Mount Kilimanjaro in the back ground.

*Overnight: Amboseli Serena Lodge (B, L, D)*

## **November 9 – Amboseli National Park**

Morning and afternoon game drives in Amboseli National Park; drive to the top of Observation Hill for sundowners and enjoy a farewell dinner.

*Overnight: Amboseli Serena Lodge (B, L, D)*

## **November 10 – Amboseli | Nairobi | Depart**

Catch your last views of the majestic Mount Kilimanjaro as you depart for Nairobi. Lunch on arrival. Day rooms have been arranged and later on in the evening, you will be transferred by the hotel shuttle to the airport for your onward flight home or your onward adventure to the Swahili coast (see details on the next page). *Day Room until 6:00 pm: Four Points by Sheraton (B, L)*



## TOUR PRICE

**Land Package Only: \$3,899 per person (double occupancy)**

**Single Room Supplement: \$795**

Optional hot air balloon safari (Day 3): \$465 per person

### INCLUSIONS:

- Accommodation & meals mentioned above.
- All safari game viewing activities with a professional guide.
- Hiking in Hell's Gate National Park.
- All park and conservation fees, Government taxes.
- Full time local Tour Director (except during the optional extension to Mombasa).
- All airport meet and greet + transfers in Nairobi.
- AMREF Flying Doctor Air Ambulance Service (only to a local hospital in Nairobi.)

### EXCLUSIONS:

- International flights.
- Tipping and gratuities to porters, guides, drivers, hotel and lodge staff.
- Drinks during meals (bottled water will be provided).
- Laundry, dry cleaning, telephone, fax, internet.
- Mandatory supplemental travel\* insurance including air evacuation to your home country/ state/ city. \*Guests should have enough coverage for any additional in-country COVID testing and hospitalization/ treatment/ isolation/ transport.
- Kenya entry visa and any passport services, vaccination.
- Pre-departure COVID testing (currently required by airlines and Kenya airport and health ministry authorities for entry) and return testing (per CDC requirements to re-enter the U.S.)

**Level of difficulty: Easy to moderate.**

*Due to the nature of the areas we will be visiting, this program involves some walking on uneven terrain or up and down stairs that may be steep and/or without handrails. Accommodations will be in luxury properties, but note that they are located in remote locations in the bush, operating under challenging natural conditions (weather systems and animal movement) and may not offer all the amenities that city based luxury hotels often provide. Travel between parks will be by 4x4 specially equipped safari vehicles often over bumpy and dusty terrain. Every effort will be made to ensure your comfort however it will be the responsibility of the guest to discuss any concerns you may have with the tour operator and Villanova University. Please consult with your doctor regarding this trip, its length and location and share this brochure with them.*

# OPTIONAL EXTENSION - 3 night/ 4 day to Kenya's Swahili Coast

**November 10-13, 2023**

Visit Mombasa- Kenya's largest port city that brags of azure waters and pristine beaches. For centuries, the east African coastline has been host to traders who plied the oceans between Europe and China, leaving behind their influences. Mombasa's Old Town- complete with narrow alleys- is home to the famous Fort Jesus built by the Portuguese. Amble along the lanes and soak in the centuries of European, Arab, and Swahili culture and food.

**Cost: \$1,595 person (double occupancy)  
\$295 single room supplement**

## **Includes:**

- 3 nights at Baobab Beach Resort & Spa (inclusive of breakfast, lunch and dinner) in sea-facing room.
- Round-trip flights from Nairobi to Mombasa.
- All airport transfers.
- Full day historic tour of Mombasa with lunch.

## **Excludes:**

- Tipping and gratuities to guides, drivers, hotel staff.
- Beverages during meals.
- Any additional meals not mentioned above.
- Laundry, telephone, fax, internet, extra services.



# TOUR RESERVATION FORM

To reserve a space, please complete and return this form with your deposit of \$1,000 payable to *Immersion Journeys*. Mail to **455 Main Street, Suite 5M, New York, NY 10044** or email: [info@immersionjourneys.com](mailto:info@immersionjourneys.com). We will not process your deposit until you are assigned a place on the tour. Please contact 917-686-2620 or 302-743-7005 ([info@immersionjourneys.com](mailto:info@immersionjourneys.com)) if you have any questions about the registration process.

**The deposit is fully refundable up to 90-days prior to the trip start date.**

Enclosed is my/our deposit check of \$\_\_\_\_\_ (\$1,000 per person payable)  Please charge my/our deposit of \$\_\_\_\_\_ (\$1,000 per person) to my  
 VISA  MasterCard  American Express Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Security Code (4 digits for AMEX/ 3 digits for others) \_\_\_\_\_ Authorized Card Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign me/us up for the 3-nights Kenya's Swahili Coast optional extension.**

The balance of the trip is due on **August 2, 2023** and is payable by check only. Credit card payments for the balance will be charged a 3.5% fee.

## Passenger Information

**Name 1 (as on passport)** \_\_\_\_\_

**Name 2 (as on passport)** \_\_\_\_\_

Passport # \_\_\_\_\_ Nationality \_\_\_\_\_

Passport # \_\_\_\_\_ Nationality \_\_\_\_\_

Issue Date (mm/dd/yy): \_\_\_\_\_ Expiration (mm/dd/yy) \_\_\_\_\_

Issue Date (mm/dd/yy): \_\_\_\_\_ Expiration (mm/dd/yy) \_\_\_\_\_

Date of Birth (mm/dd/yy): \_\_\_\_\_ Villanova Affiliation \_\_\_\_\_

Date of Birth (mm/dd/yy): \_\_\_\_\_ Villanova Affiliation \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email (print clearly) \_\_\_\_\_

Email (print clearly) \_\_\_\_\_

I prefer single accommodations (*Extremely limited and only on first come basis*)

I plan to room with \_\_\_\_\_  Double  Twin (*separate beds*)

I prefer to share accommodations (*if roommate is not available, I will pay the single rate*).

Emergency Phone # and Contact Name (during trip): \_\_\_\_\_

Please indicate any special needs (diet, health, mobility, etc.): \_\_\_\_\_

*By submitting my/our deposit of \$1,000 per person, I/we am/are registering for the **Highlights of Kenya** program and have read and agreed to the Immersion Journeys Participant's Agreement. I/we understand that portions of this trip will be moderately strenuous, will include some long drives and may include unpaved paths, steps and will be outdoors. Travelling will be in 4x4 safari vehicles and small bush planes. I/we also agree to be in good physical shape and will be prepared to walk without a full time walking aid or wheelchair. I/we understand that all travelers on Villanova University trips are required to purchase an International SOS membership. International SOS provides worldwide assistance and evacuation services\*.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\* Once registered for the program, information on how to purchase the SOS insurance will be sent to you.

# PARTICIPANT'S AGREEMENT

By signing our tour reservation form, or otherwise indicating your assent in writing, you agree to the terms and conditions set forth in this document. These terms and conditions apply to the Tour, the itinerary for the Tour and payment for the Tour.

**INTRODUCTION:** These are the terms and conditions applicable to the tour packages provided by Immersion Journeys LLC, Villanova University, Engaging Journeys, Inc. (collectively "Immersion Journeys", "Villanova University", "Engaging Journeys" "we", "us" and "our"). The terms "client" "you" and "your" refer to each person who purchases and/or uses a tour package provided by Immersion Journeys.

**RESERVATIONS AND PAYMENTS:** A prepayment deposit \$1,000 along with a completed and signed Tour Reservation Form, and copy of passport are required in order to confirm your reservation. Upon receipt of these forms and your deposit, we will confirm your trip. This Agreement. The signed Reservation form and the signed Credit Card Authorization section of the Tour Reservation Form are all part of your agreement with us.

The balance of your Tour cost is due of 90 days prior to departure.

**TRAVEL INSURANCE:** We strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation in a travel Tour, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available for comprehensive coverage of such expenses in conjunction with cancellation due to illness or accident, and damaged or lost luggage. We will send you an application upon receipt of your reservation. In addition, medical evacuation coverage may be required as a condition of booking. **Please contact Sarah S. Doody, sarah@engagingjourneys.com, (904) 432-3141 for insurance information.**

**CANCELLATION AND REFUND POLICY:** Our cancellation charges are based on the stringent payment policies of our suppliers of local services and therefore represent a reasonable estimate of our loss. Cancellation charges are expressed as a percentage of your total trip cost (excluding commercial airfare) and also depend on the day you cancel and the day of your scheduled departure from your home. Our cancellation charges are in addition to whatever the airline may charge you:

<b>Penalty</b>	<b>Number of Days of Advance Written Notice</b>
Full refund on deposit	Ninety (90) or more
50 percent (50%) of total tour cost	Between eighty-nine (89) and sixty (60)
One hundred percent (100%) of tour cost	Less than sixty (60)

There is no refund for unused portions of a tour once it has commenced, and you are solely responsible for costs incurred by you due to missed, cancelled or delayed transportation. Your decision not to participate on the Tour due to State

Department or Centers for Disease Control advisories or warnings, fear of travel, or for any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show. No refunds will be available, but you may join the Tour late if you wish.

Commercial airline tickets must be paid in full at the time of ticketing. Airline cancellation charges are set forth on the invoice.

**NOT INCLUDED:** Taxes; passport, visas and associated fees; personal expenses such as laundry, telephone calls and Internet access; accident/sickness, trip cancellation, and baggage insurance; gratuities to ship and hotel personnel; optional sightseeing excursions; baggage charges on aircraft; local departure air/airport tax(es); airfare and associated local taxes, airport facility and security taxes and federal inspection fees not listed as included in the travel Tour; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure; any overnight on land due to flight schedule(s); meals, alcoholic or other beverages and all other services not specifically mentioned as included in the travel Tour

**AIRFARE:** Airfare is subject to change and availability and, depending on the fare basis, likely is non-refundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Immersion Journeys or their airline ticketing partners.

**BAGGAGE:** Luggage allowance policies are set by the airlines and may change without notice. Baggage is at owner's risk throughout the trip. Airlines, buses, vans and other modes of transportation may all have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions

**PRICE INCREASES:** Destination countries increase their VAT taxes from time to time. Some suppliers impose energy surcharges or other price increases. Prices are also subject to increase due to currency fluctuations. Any such increases will be applied to your total due at the time of final payment.

**PASSPORTS, VISAS, and OTHER ENTRY REQUIREMENTS:** International travel requires a passport valid 6 months beyond your intended return travel date. In most cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. If one parent or guardian plans to bring a minor child without the other parent or parents, some countries and airlines have strict documentation and permission requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers. Please speak with us if

you are unsure about the visa requirements for your travel destination. You are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.

**RESPONSIBILITY AND ASSUMPTION OF RISK:** Immersion Journeys, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively “Immersion Journeys”), do not own or operate any entity which is to or does provide goods or services for your Tour including, for example, lodging facilities, airline, vessel, or other transportation companies, safari or guide services, local ground or safari operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Immersion Journeys is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Immersion Journeys is not responsible for any injury, financial or other loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts or orders of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by wild or domestic animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Further, I release Immersion Journeys from its own negligence and assume all risk thereof.

We have no special or unique knowledge regarding the financial condition of the suppliers of services, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For useful information regarding your destination, we strongly recommend reviewing the destination-specific information at [www.travel.state.gov](http://www.travel.state.gov), and the Centers for Disease Control at [www.cdc.gov/travel](http://www.cdc.gov/travel).

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. The right is reserved to decline to accept as a Tour participant, or remove from a Tour, without refund, any person Immersion Journeys judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other Tour participants, leaders or third parties, or who Immersion Journeys determines to detract from the enjoyment of the Tour by others. Specific room assignments are within the sole discretion of the lodge or hotel.

**Assumption of Risk of Exposure to COVID-19:** You agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses or other illnesses, diseases, or conditions, including but not limited to the coronavirus known as COVID-19. The coronavirus COVID-19 is primarily transmitted via exhaled respiratory droplets, most often through coughing, sneezing and breathing in close proximity to another person. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons. You understand and agree that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the trip, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition. You understand and agree to hold the Immersion Journeys, its officers, vendors and suppliers harmless and not liable for any real or perceived symptoms of COVID-19 or any other disease, illness, or condition, nor for exacerbating any existing symptoms of any illness, disease or condition, and you fully agree to accept these and all other known and unknown risks of receiving services from Immersion Journeys.

**CANCELLATIONS AND POSTPONEMENTS BY IMMERSION JOURNEYS:**

Immersion Journeys reserves the right to change the itinerary, the lodges or hotels utilized or any Tour features at any time and for any reason, with or without notice, and Immersion Journeys shall not be liable for any loss of any kind as a result of any such changes. Immersion Journeys may cancel or postpone a Tour (or an option) for any reason whatsoever. Seasonal changes (for example, from low to high season) may result in higher prices. In any event, for cancellations (or postponements) based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, pandemics, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to Immersion Journeys, but only to the extent its suppliers are crediting Immersion Journeys with those monies paid by Immersion Journeys to them. Under no circumstances is Immersion Journeys obligated to refund the cost of any purchased travel insurance. Immersion Journeys is not required to cancel any Tour for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Immersion Journeys is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Immersion Journeys makes the flight arrangements or cancels the Tour. Immersion Journeys reserves the right to substitute lodges, hotels,

vessels or attractions for those listed in the tour description if same is required by circumstances beyond its control or for the convenience or well-being of clients.

**OTHER TAXES AND FEES:** Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated.

**FORCE MAJEURE:** Immersion Journeys assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Tour, acts of God, acts or orders of government, epidemics, war, terrorist acts, riots, disaster, weather events, or strikes.

**INDEMNIFICATION:** You shall indemnify, defend and hold harmless Immersion Journeys, Villanova University, Engaging Journeys and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with these terms conditions.

**PHOTO RELEASE:** You consent to our use of pictures or video of you in our marketing materials without compensation.

**PHYSICAL ACCESSIBILITY:** All Tours require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Participants must be able to embark or disembark vans or motor coaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for handling equipment. Please understand that the Americans with Disabilities Act does not apply outside the United States.

**CONDUCT DURING TOUR:** You are also responsible for respecting the authority and following the directions of the tour guide and the laws of the countries in your itinerary. This includes the requirement to wear a face mask and other health and sanitization requirements. We may exclude you from participating in all or any part of the tour if, in our sole discretion, your condition or behavior renders you unfit for the tour or unfit for continuation once the tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of tour services, or may constitute a hazard or embarrassment. In such case, our liability

shall be strictly limited to refund of the recoverable cost of any unused portion of the tour. Should you decide not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods.

**MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize Immersion Journeys or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Immersion Journeys from any liability for medical attention arranged or not arranged on your behalf. Immersion Journeys assumes no liability regarding provision of medical care or evacuation services.

**CHANGES:** Changes in this Agreement may be made only in writing, signed by an officer of Immersion Journeys.

**BINDING ARBITRATION:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the Tour, or the Tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or 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) State of New York law and will take place in New York City, New York. 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. Please understand that by agreeing to these terms and conditions, the participant and Immersion Journeys are waiving the right to a trial by jury. Any arbitration commenced against Immersion Journeys must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**By signing the Tour Registration form, you agree to the terms of this Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement. Your Agreement extends to any tour to which you may transfer. If your party includes a person under 18, then you represent that you are that person's parent or legal guardian.**

