CONTRACT: Harvard Alumni Association (HAA) does not itself conduct tours, but instead partners with several different tour operators in order to offer a broad range of travel programs. Tour participants contract directly with tour operators, although HAA is available to act as a liaison with tour operators should participants have any questions or concerns. HAA is not responsible for performing any of the tour operator’s obligations. The tour operator for this program is Explore, Inc. based in Steamboat Springs, CO.

PROGRAM RATES: $16,995 per person double occupancy; $2,000 single supplement

PROGRAM COST INCLUSIONS: All ground transportation following arrival in Windhoek, Namibia; internal Africa flights as detailed below*; all accommodation in itinerary; all group meals from dinner on May 17 through brunch on May 29, including local beverages; activities as mentioned in the itinerary; park and entrance fees; visa fees (no visas needed for this trip); gratuities to guides and staff; airport departure fees and taxes.

PROGRAM COST EXCLUSIONS: Airfare between your home city and southern Africa; passport and visa fees (for guests residing outside the U.S.); medical expenses and immunizations; private airport transfers for travelers arriving or departing on days outside of the program schedule; deviations from the scheduled tour; meals and beverages other than those specified as included; dishes and beverages not part of the included meals; liquor or soft drinks except as otherwise indicated in inclusions; excess-baggage charges; trip-cancellation/baggage insurance; laundry, room service, telephone/email/fax charges and other items of a personal nature; any other items not specifically mentioned as included.

PROGRAM SIZE: This tour is limited to 9 participants on a first-come, first-served basis. The minimum group size is 8. Should the minimum not be met, we reserve the right to cancel the program, levy a small group surcharge, and/or send the program without a Harvard study leader. We retain the right to add staff members and/or invited guests to any of our group departures regardless of the stated group-size limitation.

RESERVATIONS, DEPOSITS, & FINAL PAYMENT:
To reserve a space on this program, a non-refundable $2,500 deposit is required per person. Please fill out the online registration form found at alumni.harvard.edu/travel/trips/namibia-botswana-2021. Reservations are acknowledged in order of receipt until the maximum enrollment has been reached. Travelers will be invoiced separately for final payment, which is due February 15, 2021 (90 days prior to departure).

PARTICIPANT CANCELLATIONS & REFUNDS:
Notification of cancellation must be received in writing by Harvard Alumni Travels from the participant. Should you have to cancel, the following terms will apply: Reservation cancellations received up to 90 days prior to departure will be assessed a cancellation fee of $2,500 per person. Due to the strict cancellation policies of the lodges and camps in southern Africa, no cash refunds are available. Cancellations received between 89 and 45 days prior to departure will be eligible for a future trip credit of 30% of the total trip price (provided that final payment has been made). Cancellations received within 44 days of departure will not receive a refund or credit, regardless of the circumstances of cancellation.

**Flights Included:**
- May 18: charter flight from Windhoek to Onguma
- May 21: charter flight from Onguma to Sossusvlei with scenic flight over the coast
- May 23: charter flight from Sossusvlei to Windhoek; charter flight Windhoek to Maun
- May 25: charter flight from Motopi to Khwai
- May 29: charter flight from Khwai to Maun; commercial flight from Maun to Johannesburg
We highly recommend that you purchase a travel insurance policy to cover cancellation due to unforeseen circumstances.

**TRIP INSURANCE:** Neither HAA nor the tour operator, including all representatives, employees, and agents, will take responsibility for any costs or losses incurred or suffered by a participant, or a participant’s dependents or traveling companions before, during or after the tour. This includes, without limitation, cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, or damage/theft/loss of personal baggage, money, and goods. As noted above, neither HAA nor its tour operators shall be liable for any airline cancellation penalty incurred by the purchase of a nonrefundable airline ticket or for any other expenses incurred by tour participants in preparing for the tour.

HAA highly recommends the purchase of trip insurance to cover unforeseen trip interruptions, cancellations, lost baggage, and emergency medical assistance and evacuation during your trip. You may purchase trip insurance through any provider. HAA will provide information from their sponsoring provider, Redpoint Resolutions, upon confirmation, which will detail available options. If you purchase a trip insurance policy from Redpoint Resolutions within 14 days of making your initial deposit, the pre-existing medical conditions exclusion is waived, and you are eligible to purchase the “Cancel for Any Reason” upgrade. The insurance policy, when issued, shall constitute a contract only between the participant and the insurance provider concerned. HAA cannot intervene in any transactional issues or claim disputes between the participant and insurance provider.

**AIR ARRANGEMENTS:** Airfare between the travelers’ home city and southern Africa is not included in the program cost. In order to provide the greatest flexibility to participants, there are no designated group flights for this program. Neither HAA nor the tour operator accepts the liability for any airline cancellation penalty incurred by the purchase of a non-refundable airline ticket. The air ticket when issued shall constitute the sole contract between the passenger and the airline concerned.

**WHAT TO EXPECT / PHYSICAL HEALTH:** Due to the prevalence of SARS-CoV-2 (COVID-19), travelers to southern Africa will need to be tested before arrival, as well as when crossing borders. There will be other protocols in place during the tour to reduce the risk of transmission. Updates will be provided closer to departure.

All participants must be in overall good health to participate in a HAA trip. All programs require physical independence and mobility: participants must be able to embark or disembark all conveyances used on the program alone or with minimal assistance from a traveling companion and must be able to climb stairs and step over raised thresholds without assistance.

Participants requiring assistance must travel with a companion who will be responsible for handling any required equipment. Any physical or mental health condition that may require special medical attention or physical assistance must be disclosed in writing prior to booking so that HAA and the tour operator may evaluate whether participation is feasible. All participants should consult with their doctor about whether they can meet the physical requirements of their trip and must complete and return any medical forms required by the tour operator.

Participants with dietary restrictions also must make these known to the tour operator well before departure, otherwise the tour operator may not be able to accommodate them.

**PREPARING FOR YOUR JOURNEY:** You will be provided with comprehensive pre-departure travel information, including specific suggestions for packing.

**CHANGES IN ITINERARY, PROGRAM, STAFFING & COSTS:** The itinerary is subject to change at the discretion of HAA and the tour operator. HAA reserves the right to change program dates, staff (including study leader), itineraries, or accommodations as conditions warrant. HAA further reserves the right to cancel programs, levy a small group surcharge, send a program without a study leader and/or withdraw HAA sponsorship from a program. Please note that all participants are bound to the cancellation fee schedule and other terms and conditions of the program regardless of whether HAA takes any of these actions. Participants making deviations from the scheduled itinerary do so at their own expense. All prices quoted are based on prevailing fuel prices, airfares, and currency exchange rates in effect as of the date of this publication and are subject to change.

**FAILURE TO OPERATE THE TOUR OR CANCELLATION OF THE TOUR BY THE TOUR OPERATOR:** If the tour operator fails to operate the tour or cancels the tour, except as a direct result of adverse weather conditions, strikes, local laws, hostilities, wars, terrorist acts, significant health concerns (such as epidemics or pandemics requiring
significant travel disruptions), or other such causes beyond HAA and the tour operator’s reasonable control (Force Majeure Events), then the tour operator shall refund all monies received from tour participants. If the tour operator’s failure to operate the tour or cancellation of the tour is a direct result of a Force Majeure Event, then the tour operator will provide participants a credit toward future travel. Tours also shall be cancelled if the U. S. State Department, another U.S. government agency, or a relevant local government agency issues a statement within sixty (60) days of tour departure to the effect that American citizens or others should not travel except for essential reasons to any of the destinations on the itinerary for that tour. In such case, the tour operator will provide an alternate tour with a revised or substitute itinerary and may provide tour participants who choose not to travel on the alternate itinerary a refund consisting, in whole or in part, of credit toward future travel.

CURTAILMENT OF THE TOUR BY THE TOUR OPERATOR: If a tour is curtailed after it has begun, either as a direct result of a Force Majeure Event, or because the U. S. State Department, another U.S. government agency, or a relevant local government agency has issued a statement to the effect that American citizens or others should not travel except for essential reasons to any of the remaining destinations on the itinerary for that tour, then the tour operator will take immediate steps to end the tour early and assist tour passengers with travel arrangements back to their homes or other final destinations. In such a case, the tour operator may provide tour participants a refund for the number of missed days on the original tour consisting, in whole or in part, of credit toward future travel. The calculation for any such refund shall consider any non-recoverable prepayments, and any additional expenses incurred by the tour operator to wind up the tour early.

RESPONSIBILITY: The tour operator, its owners, and employees act only as agents for the various independent suppliers and contractors providing transportation, hotel accommodations, restaurants, and other services connected with this tour. Such travel, accommodations, and services are subject to the terms and conditions under which they are offered or provided, and HAA and the tour operator, along with their respective employees, agents, representatives, and assigns, accept no liability therefor. Neither HAA nor the tour operator assumes liability for any injury, damage, loss, accident, delay, or other irregularity which may be caused by the defect of any aircraft or vehicle or the negligence or default of any company or person engaged in carrying out or performing any of the services involved. Nor will HAA and the tour operator accept responsibility for losses, injury, damages, or expenses of any kind due to Force Majeure Events, other than as provided in Sections 14 and 15 above. All services and accommodations are subject to the laws of the country in which they are provided. HAA and the tour operator reserve the right to make changes in the published itinerary whenever, in their sole judgment, they deem it necessary for the comfort, convenience, or safety of the tour participants. HAA and the tour operator may, in their sole judgment, decline to accept or retain any person as a tour participant. Baggage and personal effects are always the sole responsibility of their owners. The price of the program is given in good faith based on current tariffs and rates and is subject to change. Any increases in tariffs, exchange rates, or fuel prices will be passed onto participants. As part of the consideration and right to participate in a tour, each participant must sign this document and may be asked to sign a separate liability waiver and release form by the tour operator.

PERSONAL INFORMATION: HAA and the tour operator will not share participants’ personal information with third parties or make it publicly available except as follows: Participants’ names, degree(s), home city, and email addresses may be included in the tour participant list that is distributed to tour staff and participants prior to departure; and relevant information about participants is shared with those contracted to provide tour services in the destination. Tour operators and their agents are prohibited from sharing or selling this information to other parties. Participants may opt out of sharing their email addresses with others on the tour participant list.

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of the information presented in this document. HAA is not responsible for errors in or damages resulting from the use of the information contained herein.

ASSUMPTION OF RISK: Tour participants understand and agree that participation in the tour involves risks that include, without limitation, risks involved in: travel; political, legal, medical, social, economic, and weather conditions; standards of design, safety, and maintenance of buildings, public places, and conveyances that may differ from those to which they are accustomed; and health and safety standards that may differ from those to which they are accustomed. Without limiting the foregoing, tour participants understand and agree that there are risks associated with the possibility of an epidemic or pandemic, the trajectory of which may be unpredictable, and that as a
result of such an epidemic or pandemic, local and national governments may enact border, travel, and stay-at-home restrictions, and health care systems may become overwhelmed. Tour participants recognize that they may be subjected to potential risks, illnesses, injuries, and even death and confirm that they have made their own investigation of these risks, understand them, and assume them knowingly and willingly. Knowing the risks described herein, tour participants agree, on behalf of their family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding their participation in the tour.

RELEASE: By signing below (or by checking the respective box on the on-line registration form), I certify that I am age 18 or older and that I have carefully read and freely signed these Travel Terms and Conditions. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the tour resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the Project.

AA&D Community Expectations: Harvard University Alumni Affairs & Development (AA&D) programs and volunteer opportunities respect the rights, differences, and dignity of others. Those taking part in AA&D activities, including travel programs developed by Harvard Alumni Travels for the Harvard Alumni Association (“HAA”), are expected to demonstrate honesty, integrity, and civility and are accountable for their conduct with University alumni, students, parents, volunteers, employees, and invitees.

AA&D reserves the right to suspend services to—and to exclude from participation in AA&D programs—any person whose inappropriate behavior adversely affects the safety, well-being, and inclusion of community members.

QUESTIONS Please call Harvard Alumni Travels at 800-422-1636 or 617-496-0806, or email haatravels@harvard.edu.

Please detach & return to HAA. Keep the above for your files.

RELEASE: I certify that I am age 18 or older and that I have carefully read and freely signed these Travel Terms and Conditions. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the tour resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the Project.

Signed: ______________________________________

Date: _______________________________________

Please detach & return to HAA. Keep the above for your files.
Name (print) ________________________________