



[www.kodohvoyages.com](http://www.kodohvoyages.com)

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## TERMS & CONDITIONS

We at **AKACIA Consulting, LLC d/b/a Kodoh Voyages** strive to bring you the best travel experience. The following terms and conditions “terms” apply to all travel products and services. Please review these terms in detail as by purchasing any travel product or service you are bound by the terms set forth in this agreement.

These terms and conditions are in effect as of **October 1, 2024**.

Last Revised Date: **October 1, 2024**.

## DEFINITIONS

“Travel Agent” or “Travel Agency” refers to **AKACIA Consulting, LLC d/b/a Kodoh Voyages**

“You”, “Your”, “Passenger”, “Traveler”, “Client” refers to you, the traveler and all individuals in your traveling party.

“Deposit” refers to the amount of money paid to Travel Agency to reserve passenger’s vacation.

“Sponsored Group” refers to groups lead by Travel Agency or their representatives, shareholders, directors, officers, employees, affiliates, officers, agents, independent contractors, successors, and assigns.

“Affinity Group” refers to passenger-lead travel groups.

“Travel Proposal” refers to:

- The itinerary proposed by Travel Agent for Travel Agent sponsored travel, or
- The complete travel itinerary, with associated policies as well as terms & conditions, proposed and agreed to by the lead of an affinity group.

# RESERVATIONS

## 1. IDENTIFICATION

Guests are required to make reservations in the full name that is listed on the government document they will use for travel. If you need to make any changes after travel documents have been issued, clients will be responsible for all applicable supplier fees. All change requests must be made in writing to [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com).

## 2. DEPOSITS

All reservations must be accompanied by a **non-refundable** deposit to the Travel Agency. A travel reservation is not confirmed until a deposit is paid. Your travel proposal will reflect the amount needed to confirm your vacation.

**Last Minute Reservations:** Travel Agency may or may not be able to accommodate last minute reservations. If we can accommodate the last-minute reservation, final payment is due within 24 hours of the deposit payment, and all applicable cancellation penalties will apply. If we cannot, the non-refundable deposit will be converted into a non-transferable Deposit Credit to be used for another trip within twelve (12) months of the deposit payment. The Deposit Credit is considered forfeited by the client after twelve (12) months.

# IDENTIFICATION

## 3. PASSPORTS

Passengers are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes.

**Any information provided on travel documents below pertains to US citizens only.** Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements.

Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Akacia Consulting LLC dba Kodoh Voyages with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number and email data for all passengers.

Passengers must ensure that names are correctly listed on their invoice. Akacia Consulting LLC dba Kodoh Voyages will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

## 4. NAME CHANGES

Changes to an existing reservation, whatever the cause, will incur a \$200 charge plus any additional supplier fees. This includes name changes and removal of any services such as optional tours and transfers. **Please note that name changes to airline reservations require Travel Agency to fully cancel and rebook a new traveler.** Changes or additions after departure are subject to local rates at the time of amendment and must be paid directly by the passenger to Travel Agency. All unused services are non-refundable.

## PAYMENTS & CANCELLATIONS

### 5. PAYMENTS

Travel Agency only accepts payments in United States Dollars. Payments can be made via major debit and credit cards. Accepted cards are: Mastercard, Visa, Discover and American Express. Credit or debit card should be in the name of the Primary passenger. Alternate forms of payment may be accepted only with the expressed permission of Travel Agency. If alternate payment forms are required, please contact Travel Agency at [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com)

**DEPOSIT:** All deposits are **NON-REFUNDABLE**. Travel reservations are not confirmed until a deposit is made. Your travel proposal will reflect the amount needed to confirm your vacation.

**PAYMENT PLANS:** We are pleased to offer, for your convenience, a monthly payment plan for your travel. No payment plan is available for reservations made sixty (60) days or less from the date of travel. You can enroll in our automatic billing and relax knowing that your future payments will be made automatically. When you book, we'll calculate an evenly divided automatic billing plan for you, and you will know in advance the day of every month that your payment will be processed. Your initial deposit is due at the time of booking, and your future payments will be charged according to the schedule you see on your invoice. Automatic billing is available at no charge.

**FINAL PAYMENT:** Travel reservations must be paid in full on or before the final payment date. Your travel proposal/itinerary will state the date your final payment is due. Any reservation not paid in full on or before its final payment date is subject to cancellation, with no notice and no refund of payments made.

### 6. CANCELLATIONS

Once reservations have been made, cancellations will only be accepted in writing. Email your cancellation request to [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com) with your invoice number, full name, and travel date. Once your email has been received, you must complete the cancellation request form sent to you via email to complete the cancellation process.

### 7. REINSTATEMENT OF RESERVATION

If your travel reservations have been canceled, and you want to reinstate your reservations, please notify us in writing at [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com) within 14 days of the cancellation.

In the case where a reservation is canceled and reinstated, it is not guaranteed that the passenger will receive the same exact itinerary for the same price. This will be considered a new reservation and subject to the pricing and terms and conditions at the time the reservation is reinstated. Passenger understands that the passenger will be responsible for any increase in travel costs upon reinstatement of the reservation.

## **8. REFUNDS**

The Travel Agency does not issue refunds for any reason. The Travel Agency signs agreements with outside parties, including lodging accommodations, tour operators, airlines, etc., and must abide by outside parties' terms, conditions, and penalties. **A Trip Insurance policy is highly recommended.** If a traveler has purchased an insurance policy, there should be no conflict with obtaining reimbursement. Travelers will be advised to submit a travel claim for reimbursement.

## **9. TRIP INSURANCE**

**Trip insurance is highly recommended for each traveler, for each trip.** Missing a vacation is bad enough. Losing the money you paid for your vacation is even worse. Therefore, we highly recommend Travel Insurance that provides coverage for Trip Cancellation, Interruption, Baggage Loss, and more. You are required to select and purchase travel insurance yourself.

## **10. LAND & AIRFARE PACKAGE**

If Traveler reserves a LAND & AIRFARE PACKAGE, Akacia Consulting LLC dba Kodoh Voyages airline tickets will be issued electronically approximately 30 days prior to departure and are fully non-refundable.

## **11. LAND ONLY PACKAGE**

If Traveler reserves a LAND ONLY PACKAGE, Traveler is required to make their own flight arrangements and airport transfers. When making your own flight arrangements, you must pay close attention to arrival and departure dates for your trip.

# **TRAVELER ACCOMODATIONS**

## **12. TRAVELING WITH A ROOMMATE**

If you are traveling with a roommate, to receive the best prices, you and the roommate must reserve your travel itinerary at the same time. If your roommate chooses not to travel, the roommate will be subject to the cancellation policies stated in these terms & conditions and in the proposal. The remaining traveling party may be subject to an increased fee in the form of a single supplement, or the travel package may need to be requoted and rebooked. Please reach out to us at [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com) if this occurs to determine the best course of action based on your itinerary. Travel Agency does not offer roommate matching service at this time and is not

responsible for any increased costs or other monetary damages in case a roommate chooses to no longer travel. Unless stated otherwise in the proposal, monies deposited are not transferable.

### **13. NO ROOM TRANSFER BY GUEST**

Traveler agrees that neither Travel Agency nor Traveler shall be permitted to assign any rights or obligations under this travel agreement, or to resell or otherwise transfer to persons not associated with Travel Agency reservations for guest rooms, meeting rooms or any other facilities made pursuant to this travel agreement.

### **14. GROUP HARMONY**

To ensure each client to enjoy their travel experience with us, Akacia Consulting LLC dba Kodoh Voyages reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of other substances, leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable.

### **15. PHOTOGRAPHIC RELEASE**

Akacia Consulting LLC dba Kodoh Voyages may take photographs or video of its trips and trip participant grants Akacia Consulting LLC dba Kodoh Voyages permission to do so and for it to use the same for promotional or commercial use without payment of any compensation to participant.

## **AIRLINE ACCOMMODATIONS**

### **16. LUGGAGE**

Travelers are limited to one of the following luggage options: One (1) Checked Luggage + Personal Item OR One (1) Carry-On Luggage + Personal Item.

### **17. AIRLINE TICKETS**

For LAND & AIRFARE packages, once full payment is received, Akacia Consulting LLC dba Kodoh Voyages will purchase airline tickets on behalf of the traveling party and issue them electronically approximately 30 days prior to departure. Those airline tickets are fully non-refundable. Should airline tickets be required to be issued earlier than final payment due date, you may be required to pay a larger nonrefundable deposit and/or complete full payment.

Airlines reserve the right to demand immediate issuance of tickets whenever they determine a specific flight is heavily booked even when normal ticketing rules do not require tickets to be purchased until a later date. In this instance, Akacia Consulting LLC dba Kodoh Voyages will require immediate full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full payment is not received, the seat(s) will be canceled by the airline

and may not be available to be rebooked on the same flights or the same airfare. Any replacement air arrangements and airfare will be the responsibility of the passenger.

## **18. AIRLINE CONFIRMATION AND MISSED FLIGHTS**

Akacia Consulting LLC dba Kodoh Voyages is not responsible for the services and policies imposed by the airline. Airline schedules and flights are subject to change without notice. Akacia Consulting LLC dba Kodoh Voyages is not responsible for penalties incurred for tickets, international or domestic, not issued by Akacia Consulting LLC dba Kodoh Voyages due to schedule and/or flight changes.

## **19. AIRLINE SEAT ASSIGNMENTS**

The airline bears sole authority of assigning seats on group flights. All Akacia Consulting LLC dba Kodoh Voyages airfare purchases are for economy seats only. If you require another class of service, you may consider purchasing your own flights and purchasing the land only package from Akacia Consulting LLC dba Kodoh Voyages.

## **20. AIRLINE FREQUENT FLYER PROGRAMS**

Passengers are responsible for contacting the airline directly regarding mileage eligibility and accrual. Airline frequent flyer programs determine whether to reward miles in part or total based on their rules which are updated frequently. Some discounted or promotional airfares as well as some code share flights are not eligible for mileage accrual. Airfares provided by Akacia Consulting LLC dba Kodoh Voyages might not be eligible for full mileage or may qualify for reduced mileage, even if the same airline class of service is eligible for full mileage when sold as an "instant purchase" published fare. Not all published airfares are eligible for mileage. Akacia Consulting LLC dba Kodoh Voyages will record frequent flier numbers when provided by passengers prior to travel documents being issued. However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply frequent mileage credit. Passengers are also responsible for determining whether previously earned mileage may be applied to flights to secure upgrades.

## **21. AIRLINE TAXES & FUEL SURCHARGES**

If you purchased airfare, airline taxes and fuel surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government levied taxes and fees and/or surcharges. To avoid potential increases, you may choose to accelerate your final payment so your ticket may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully nonrefundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentations and pre-departure documentation.

## 22. AIRLINE SCHEDULE CHANGES

LAND & AIR package Traveler: in the event of an airline schedule change, Akacia Consulting LLC dba Kodoh Voyages will make every effort to inform all LAND & AIR package passengers of the schedule change and new flight prior to departure. Akacia Consulting LLC dba Kodoh Voyages is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the flight itinerary. Akacia Consulting LLC dba Kodoh Voyages is unable to provide compensation for schedule changes, seat assignments modifications, or cancellations implemented by an airline.

In the event of any change in flight itinerary made directly between passengers and airline, it is the passengers' responsibility to advise Akacia Consulting LLC dba Kodoh Voyages of amended flight details in writing at [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com). Akacia Consulting LLC dba Kodoh Voyages cannot be held responsible for land services, including arrival and/or departure transfers, if flight schedule is changed without its knowledge.

## 23. CONTACT INFORMATION

Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Akacia Consulting LLC dba Kodoh Voyages with their name as it appears on their passport (or other government issued ID when traveling), date of birth, gender, address, phone number and email for all passengers. **Passengers must ensure that names are correctly listed on their invoice and any travel documents provided by Travel Agency.** Kodoh Voyages will not be responsible for passengers who are denied boarding due to inaccurate information on their travel documents.

# HOTEL AND MEALS ACCOMMODATIONS

## 24. HOTEL ACCOMMODATION

All rooms requested are standard queen-bedded rooms with private facilities unless you have specifically requested double beds. Although available at most hotels in the US, the availability of King-sized beds abroad differs greatly outside the US.

Please understand, although we will make a bed type request on your behalf, bed types are subject to availability. ROOM SELECTION IN ALL CASES IS STRICTLY AT THE DISCRETION OF THE HOTEL MANAGEMENT ON A RUN OF HOUSE BASIS. Some single rooms are smaller than the standard size. The number of people accommodated does not dictate the room size.

All hotel rates are based on Akacia Consulting LLC dba Kodoh Voyages agreements with its suppliers and are not negotiable. Hotel check in time is generally not before 3:00pm local time and check out is prior to noon local time. Please be sure that adequate arrangements for accommodation have been taken into consideration when making a late-night flight reservation (LAND ONLY package Travelers). If a day room is included in the itinerary, check out will normally be 6:00pm. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of accommodation.

## 25. HOTEL PROFILES

Our travel group hotel profiles are based upon information provided to Akacia Consulting LLC dba Kodoh Voyages by the hotel and cruise ship partners and their representatives, including images and descriptions of individual properties. Star ratings may differ from country to country. Akacia Consulting LLC dba Kodoh Voyages does its best to maintain current information, however, is not responsible for any inaccuracies, changes in description and details or amenities, or images provided by third parties.

## 26. MEALS

Meals are included as specified in each itinerary. Meals are based on the hotel's or chosen restaurants buffet or set menu. In general, beverages are not included unless specifically stated. Although Akacia Consulting LLC dba Kodoh Voyages cannot make guarantees, every effort is made to honor special dietary requests submitted in writing at least 4 weeks prior to departure at [contact@kodohvoyages.com](mailto:contact@kodohvoyages.com).

## 27. ARRIVAL/DEPARTURE TRANSFERS

Transfers between airport and hotel are provided as indicated for each tour by car, minibus, or motor coach provided airfare is purchased from Akacia Consulting LLC dba Kodoh Voyages. If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the responsibility to purchase your own transfer to the hotel. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi.

# TOURS & GRATUITIES

## 28. SIGHTSEEING & ITINERARY

Will be operated by motor-vehicle, its size dictated by the number of participants. Akacia Consulting LLC dba Kodoh Voyages tours have been designed to accommodate individuals as well as groups. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case you will not be eligible for a refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants.

Persons requiring any assistance or who have any form of disability should refer to the section "*Travelers With Disabilities*".



On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions, there may be last-minute changes (sometimes after arrival) to the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however, Akacia Consulting LLC dba Kodoh Voyages, LLC will decide based on the conditions whether to amend an itinerary. Akacia Consulting LLC dba Kodoh Voyages itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

### **29. TIPPING (ESCORTED TOURS)**

Gratuities are at the discretion of the Traveler. We recommend \$10 per person, per day for drivers (including private cars and motor coach drivers) and \$10 per person, per day for tour Guides.

## **HEALTH & SAFETY**

### **30. MEDICAL SERVICES**

There may be times where passengers need medical attention. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. Travel Agency are not responsible for the services provided. It is highly recommended that the passenger secure travel insurance in case there is an unforeseen need for medical attention.

### **31. HEALTH REQUIREMENTS**

Check with your healthcare provider for up-to-date health requirements per destination and itinerary. You may also check the [U.S. Centers for Disease Control](#) and/or [World Health Organization](#) for their recommendations. Required inoculations, if any, must be recorded by a health practitioner on a valid vaccination certificate which the client must carry as proof of inoculation where required. Individuals with heart disease, chronic illness, physical disabilities, advanced pregnancy, or mental illness should carefully decide whether or not they should participate in our travel tours. Any person who arrives to the destination ill with apparent fever or become ill during the tour, will be removed from the group and directed to the local medical facility for diagnosis. Only upon clearance by an accredited medical facility will the individual be allowed to resume with the group. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger.

Please note that some countries may require aircraft cabin insecticide treatment for inbound foreign flights. All list of such countries is available at: <https://www.transportation.gov/airconsumer/spray>

## **32. TRAVELERS WITH DISABILITIES**

To fully enjoy your Akacia Consulting LLC dba Kodoh Voyages tour, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight or hearing impairments, are required to notify Akacia Consulting LLC dba Kodoh Voyages prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour and hotel personnel are not able to provide such assistance. To participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety.

Akacia Consulting LLC dba Kodoh Voyages reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Akacia Consulting LLC dba Kodoh Voyages can suggest touring options based upon specific requirements.

### **WHEELCHAIRS & WALKERS:**

**USA Tours:** Pursuant to the Americans with Disabilities Act (the ADA), Akacia Consulting LLC dba Kodoh Voyages seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible if you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise Akacia Consulting LLC dba Kodoh Voyages of their accessibility requirements prior to booking for Akacia Consulting LLC dba Kodoh Voyages to determine if reasonable accommodation is available. Akacia Consulting LLC dba Kodoh Voyages will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

**International Tours:** hotels and other places outside of the US are not required to comply with the Americans with Disabilities Act (the ADA) requirement and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs and motorized scooters. Due to physical constraints and space limitations

wheelchairs, walkers and motorized scooters may not be taken aboard coaches and other land transportation.

## ASSUMPTION OF RISKS

### 33. RELEASE FROM LIABILITY

Akacia Consulting LLC dba Kodoh Voyages Travel Agency, its shareholders, directors, officers, employees and affiliates, (collectively Akacia Consulting LLC dba Kodoh Voyages), does not own or operate any other entity used to provide goods or services for your trip including for example, ownership or control over hotels or other lodging facilities, airline, vessels, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers. All such persons and entities are independent contractors. As a result, Akacia Consulting LLC dba Kodoh Voyages 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 limitations, Akacia Consulting LLC dba Kodoh Voyages 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, dangers associated with bites from animals, pest 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 medical or other emergency, illness, epidemics or threat thereof or for any other cause beyond the direct control of Akacia Consulting LLC dba Kodoh Voyages. In addition, I release Akacia Consulting LLC dba Kodoh Voyages from its own negligence and assume all risk thereof.

### 34. ASSUMPTION OF RISK

I am aware that travel such as that I am undertaking involves hazardous activities, with risk of illness, injury or death which may be caused by force of nature, animals, insects or flora, the negligence of Akacia Consulting LLC dba Kodoh Voyages, 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 the time during which I am participating in the trip. To partake in the enjoyment and excitement of this trip I am willing to accept the risk 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 Akacia

Consulting LLC dba Kodoh Voyages and agree to hold harmless and release Akacia Consulting LLC dba Kodoh Voyages from claims of a 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 that 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 Akacia Consulting LLC dba Kodoh Voyages or my local ground handler or other to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without further consent.

### **35. 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, 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, Ind (JAMS). Such proceedings will be governed by substantive (but not procedural) Minnesota law and will take place in Hennepin County, MN. 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 or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

### **36. VOLUNTARY PARTICIPATION**

I acknowledge that I have voluntarily applied to participate in 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 Akacia Consulting LLC dba Kodoh Voyages 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.

### **37. 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. I am aware that this is a release of liability and a contract between myself and Akacia Consulting LLC dba Kodoh Voyages and agree of my own free will. By signing I agree to these Terms and Conditions and Akacia Consulting LLC dba Kodoh Voyages release from liability, assumption of risk and binding arbitration clause for myself, each member of my traveling party and any minor children accompanying me.

### **38. USE OF WEBSITE: [www.kodohvoyages.com](http://www.kodohvoyages.com)**

The agreement between Traveler (you) and Akacia Consulting LLC dba Kodoh Voyages is offered, conditioned on your acceptance without modification of the terms, conditions, and notices

contained herein. Your use of [www.kodohvoyages.com](http://www.kodohvoyages.com) constitutes your agreement to all such terms, conditions, and notices.

**Liability Disclaimer:** The information, products, and services published on the website may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Akacia Consulting LLC dba Kodoh Voyages may make improvements or changes to this website at any time. In no event shall Akacia Consulting LLC dba Kodoh Voyages be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this web site or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this web site.

**Links to Other Websites:** [www.kodohvoyages.com](http://www.kodohvoyages.com) may contain hyperlinks to websites operated by parties other than Akacia Consulting LLC dba Kodoh Voyages Travel. Such hyperlinks are provided for your reference only. Akacia Consulting LLC dba Kodoh Voyages does not control such Web sites and is not responsible for their contents.