

ACCEPTANCE OF A FISH THE FLY CONTRACT

- a. Upon purchase of a tour package, the terms and conditions that follow become a binding contract between the Purchaser and Fish the Fly, L.L.C. Acceptance of this contract occurs when deposit is received by Fish the Fly, L.L.C. Purchaser represents by tender of payment that the itinerary has been reviewed and that it meets Purchaser's expectations.
- b. The Tour Package consists of the itinerary prepared by Fish the Fly, L.L.C. or its affiliates and the vouchers for pre-paid travel services. The itinerary is the written travel schedule listing scheduled activities and travel services purchased. In the event of a difference between information contained in the brochure or the website and that contained in the itinerary, the language of the itinerary shall control. Vouchers are coupons which constitute evidence of pre-payment by Purchaser for various travel services. Fish the Fly, L.L.C. is bound only by the terms and conditions contained on the vouchers it delivers to the Purchaser.
- c. Confirmation of travel arrangements. Travel Arrangements are not confirmed until Fish the Fly, L.L.C. has received the required deposits and Purchaser has received formal confirmation from Fish the Fly, L.L.C..
- d. Hotel/lodge accommodations. It is anticipated that the hotel accommodations shown will be utilized; however, comparably classified accommodations may be substituted at the time that a specific itinerary is prepared. Accommodation classification standards abroad do not necessarily reflect the standards used to rate U.S. hotels and lodges.

Participation

Purchaser is responsible for selecting a trip appropriate to his or her health, physical abilities and interests. Fish the Fly, L.L.C. reserves the right to decline to accept or retain a person as a tour member for any reason which affects the operation of the tour or the rights and welfare or enjoyment of the other tour members.

Reservations and Payment

To reserve space on any trip, Fish the Fly, L.L.C. requires a deposit of 50% of the trip price, to be made within ten (10) days of booking. Early reservations are essential to guarantee your trip on the dates that you wish to travel. Reservations made within 60 days of the departure will require full payment, and any additional charges for expenses incurred due to the rushed circumstance such as overnight mail or facsimile charges. Final payment is due 60 days prior to departure. If this final installment is not paid when due, Fish the Fly, L.L.C. reserves the right to treat the reservation as canceled. At that time, Fish the Fly, L.L.C. will return the deposit money minus the handling fee discussed below.

Price of Tour Package

- a. The Tour Package price includes all the pre-paid travel services represented by the vouchers provided to the Purchaser, as well as the service charges incurred by Fish the Fly, L.L.C. for its services in preparing the itinerary.
- b. Prices do not include airfare unless otherwise stated.
- c. Until full payment is received from Purchaser, prices are subject to change, due to fluctuations in tariffs, exchange rates and other factors beyond the control of the booking agent.
- d. The price represents pre-payment only for the services and accommodations listed. The price does not include charges incurred for personal expenses such as: (1) obtaining passports, visas, or inoculations; (2) excess baggage charges; (3) trip cancellation or interruption; (4) accident and baggage insurance; (5) transportation not included in the itinerary; (6) optional tours or (7) international departure taxes.

Cancellation Policy

Upon cancellation, Fish the Fly, L.L.C. will assess a \$100.00 handling charge to all deposits and payments received. Cancellations made 31-60 days prior to commencement of the trip will result in a return of 50% of the monies received by Fish the Fly, L.L.C. subject to the above handling charge. Cancellations made within 30 days of trip commencement will result in forfeiture of all deposits/payments made. **WE STRONGLY ADVISE THAT CLIENTS OBTAIN TRIP INSURANCE SOON AFTER BOOKING A TRIP.** In the event that you must cancel your trip due to illness, family crisis or other emergency, this insurance reimburses you for non-refundable trip costs. This insurance also provides for limited accident and baggage coverage. You may purchase trip insurance through your travel agent.

Refunds

- a. No refunds are given for any unused pre-paid services included in the tour package or any changes made in the itinerary while en-route, including changes in hotel accommodations, excursions, and transportation services. Charges for services provided by Fish the Fly, L.L.C. as a booking agent are not subject to refund.

Changes in Itinerary by Fish the Fly, L.L.C.

Fish the Fly, L.L.C. reserves the right to:

- a. Make changes or cancellations in services where such changes are made necessary by circumstances beyond the control of Fish the Fly, L.L.C., including but not limited, to changing carriers and substituting similar hotel accommodations for those designated in the itinerary.
- b. Cancel any trip, up to sixty (60) days prior to the commencement of the trip, due to inadequate registration making the trip commercially impracticable. In

such case, a full refund of the cancelled trip cost, including the \$100.00 handling fee, is the limit of Fish the Fly's liability.

Warranty Disclaimer

No guarantees or warranties express or implied, are made that a tour package will meet all of the traveler's expectations. No warranty, express or implied, is made regarding weather or fishing conditions or success in catching fish.

Airfare Considerations

Fish the Fly, L.L.C. cannot be responsible for any part of the fishing package that might be missed because of airline cancellation or delay. In the event that travel delays do occur, Fish the Fly, L.L.C. will make reasonable efforts to assist the Purchaser in his or her travel to the fishing destination. However, Purchaser is responsible for any additional expense incurred in making these arrangements.

Release

a. Serving in the capacity of booking agent, Fish the Fly, L.L.C., along with its affiliates and all cooperating airlines and agencies have limited liability which covers only the terms of any airline, accommodation or outing contracts provided. Group organizers, travelers and tour participants, individually and jointly, release Fish the Fly, L.L.C. from any and all liability and responsibility, known or unknown, present or future, for any and all loss, injury to person, damage to property, or accident, or which may be the result of any delay or change of itinerary, or irregularity connected with the tour package purchased, which is beyond its control, including but not limited to: (1) acts of God; (2) transportation problems; (3) fire; (4) machinery or equipment malfunction or failure; (5) government actions; (6) wars; (7) civil disturbances; (8) labor disputes; (9) riots; (10) thefts; (11) sickness or weather; and (12) all expenses or damages, direct or consequential, claimed or sustained by group organizers, tour participants, or travelers. Furthermore, organizers, travelers and participants waive any liability assessed against Fly the Fish based on any claim of negligence by any of the suppliers of services included in the tour package.

Fish the Fly, L.L.C. and its principals and agents, are not responsible for, and do not assume responsibility for, the acts or omissions of any third-party contractors, outfitters, airlines, railroads, ship or boat owners, charter air carriers, shuttle and taxi drivers, hotels, lodges, independent fishing guides or other service providers engaged by Fish the Fly, L.L.C. on behalf of the tour member, or the tour member directly, in connection with any tour.

All baggage shall be carried at participants own risk. Purchaser is solely responsible for obtaining necessary travel documents for the areas visited including, but not limited to, passports and visas. This release is binding upon group organizers, tour participants, travelers, their representatives, heirs and assigns. Baggage and personal effects of tour members, including items purchased, are the sole responsibility of such tour members

at all times and no agent of Fish the Fly, L.L.C. is authorized to accept baggage or personal effects for storage, safekeeping, or transportation.

b. Purchaser acknowledges that there are inherent risks involved in navigating rivers and in the sport of fishing. Fish the Fly is not responsible for any harm or loss, including property loss, bodily harm or death caused by the negligence of its employees or owners in the capacity of tour guide or trip operator. Collection for any claims that arise because of the actions of the guide or tour operator is limited to damages intentionally caused by such guide or operator.

c. The passenger tickets shall constitute the sole contract between the purchaser or passenger holding these tickets and Fish the Fly, L.L.C.

Choice of Law and Venue

Fish the Fly, L.L.C. is a Wyoming-based limited liability company. All questions of law in any action based upon any claim of breach of this agreement shall be determined in accordance with the laws of the State of Wyoming as existing at the time of such action. Any action brought by either party based on any claim arising under or as a result of this contract or based on the tour package of which it is a part, shall be brought in a court of competent jurisdiction in Teton County, Wyoming.
