

TERMS AND CONDITIONS

OUR SERVICES:

Yellowstone In Light Photography, provides multi-day photo tours, and other Services. Together, these are hereby referred to as “Services”.

HEALTH AND PHYSICAL FITNESS:

Our tours can be physically demanding. YELLOWSTONE IN LIGHT PHOTOGRAPHY expects all participants be in good health. You should consult a physician before booking any tours as YELLOWSTONE IN LIGHT PHOTOGRAPHY cannot make any exceptions to our cancellation policy for medical reasons. YELLOWSTONE IN LIGHT PHOTOGRAPHY, in its sole discretion, reserves the right to ask for a doctor’s statement of good health. YELLOWSTONE IN LIGHT PHOTOGRAPHY recognizes that participants have varying abilities, health, and fitness. We will do our best to make reasonable accommodations without undermining the itinerary and goals of the group.

ITINERARY CHANGES AND DELAYS

YELLOWSTONE IN LIGHT PHOTOGRAPHY will do its best to honor the published itinerary. However, there are circumstances outside our control that may cause changes or omissions. Examples of these unforeseen circumstances include inclement weather, geopolitical events, unexpected closures, transportation delays, sickness, or other events identified in the Trip Cancellation section above. No refunds will be given for these adverse circumstances.

CANCELLATION POLICY:

We understand that life happens. If you must cancel a reservation, please contact YILP Photo Tours (YELLOWSTONE IN LIGHT PHOTOGRAPHY) as soon as possible. All cancellations must be requested via email, and we will try our best to accommodate. We highly recommend that all trip participants purchase **Travel Insurance** to cover any non-refundable fees and travel expenses. Any cancellations or changes will be subject to a non-refundable change fee as detailed below.

Four Day Photographic Tours

- Any changes or cancellations will incur a \$50 USD change fee per person.
- More than 30 days prior to departure: Full refund of all fees paid minus change fee.

- Between 15 to 30 days before departure: Refund of 50% of fees paid minus change fee. The 50% non-refunded fee can be applied to a future trip within 365 days of the cancellation date.
- Within 15 days of departure: No refunds can be given.
- Our two and four day tours have a two-person minimum. In the event there is only one participant on the date of the scheduled tour, we will give you the option to pay a \$1000 surcharge, reschedule to a different date, or cancel the tour with a full refund.
- We strongly recommend that all participants purchase **Travel Insurance** to cover any non-refundable deposits and fees.

Additional Items:

- Any non-refundable fees paid to a third party in connection with your tour cannot be refunded.
- YILP Tours (YELLOWSTONE IN LIGHT PHOTOGRAPHY) cannot offer partial refunds for unused Services. If you must cut your trip short, no refunds can be given.
- Cancellation fees and forfeited deposits are non-transferable to other people.
- If you are not present at the time of trip departure, we will try our best to contact you. We cannot offer any refunds for no-shows.
- In the event inclement weather keeps us from being able to access our primary destination, YELLOWSTONE IN LIGHT PHOTOGRAPHY reserves the right to change the itinerary as required. No refunds can be made for weather conditions.

TRIP CANCELLATION:

YELLOWSTONE IN LIGHT PHOTOGRAPHY will do everything in their power to prevent trip cancellation. However, in the event a trip must be cancelled due to low participation rates, guide sickness, accident or death, and passage of Law or any action taken by a governmental or public authority, including changes in quota, restrictions or prohibitions, YELLOWSTONE IN LIGHT PHOTOGRAPHY will promptly refund all fees paid minus nonrefundable fees paid to the third party. Should this unfortunate event occur, YELLOWSTONE IN LIGHT PHOTOGRAPHY will inform all trip participants as soon as possible. YELLOWSTONE IN LIGHT PHOTOGRAPHY is not responsible for your personal travel expenses to the gateway location or any other expenses incurred in preparing for the trip. It is for this reason and others, we strongly recommend that you purchase **Travel Insurance**.

TRIP INSURANCE:

YELLOWSTONE IN LIGHT PHOTOGRAPHY carries the necessary permits and liability insurance for legal operation. YELLOWSTONE IN LIGHT PHOTOGRAPHY highly recommends that all trip

participants purchase their own health, disability, life, and travel insurance. It is the participant's responsibility to have adequate health and injury insurance for the areas we will visit. YELLOWSTONE IN LIGHT PHOTOGRAPHY is not responsible for any health or injury liability.

PARTICIPANT RESPONSIBILITY

YELLOWSTONE IN LIGHT PHOTOGRAPHY reserves the right to accept or decline a participant for any reason allowable by law. YELLOWSTONE IN LIGHT PHOTOGRAPHY expects that all participants act in a polite and law-abiding manner. Any illegal activity, drunkenness, illegal drug use, poor treatment of other tour participants or staff, disrespectfulness, etc. will not be tolerated. Since YELLOWSTONE IN LIGHT PHOTOGRAPHY operates tours within the boundaries of Yellowstone National Park all NPS regulations must be followed. Any persons not adhering to these regulations will be reported to NPS Law Enforcement. YELLOWSTONE IN LIGHT PHOTOGRAPHY reserves the right to send participants home early at their own expense if they cannot comply with these expectations.

RELEASE OF PHOTO/VIDEO RIGHTS

YELLOWSTONE IN LIGHT PHOTOGRAPHY reserves the right to take photographs, videos, and/or sound recordings during the operation of any tour. The resulting media can be used in whole or in part for promotional purposes, including, but not limited to: advertising and publicity both in print and electronic media. By booking a tour with YELLOWSTONE IN LIGHT PHOTOGRAPHY, the participant agrees to allow his/her likeness to be used by YELLOWSTONE IN LIGHT PHOTOGRAPHY without compensation to the participant. If the participant prefers that his/her likeness not be used, he/she must notify YELLOWSTONE IN LIGHT PHOTOGRAPHY in writing prior to scheduled tour. We also reserve the right to use, in all or in part, any written reviews or feedback you may provide to us in our advertising and publicity both in print and electronic media.

LIMITATION OF LIABILITY

YELLOWSTONE IN LIGHT PHOTOGRAPHY may work with third-party hotel operators, transportation providers, food & beverage establishments, and other independent service providers for its tours. Although YELLOWSTONE IN LIGHT PHOTOGRAPHY tries to utilize good and reputable service providers, their individual actions are not subject to YELLOWSTONE IN LIGHT PHOTOGRAPHY's control. Neither YELLOWSTONE IN LIGHT PHOTOGRAPHY, its affiliates, owners, employees and contractors, nor any associate organization shall be held liable for any act, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or

suffered by any person or their property. YELLOWSTONE IN LIGHT PHOTOGRAPHY disclaims any liability for any: (a) act, neglect or default of YELLOWSTONE IN LIGHT PHOTOGRAPHY, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, YELLOWSTONE IN LIGHT PHOTOGRAPHY cannot be liable for delays in departure or interruption of your travel arrangements caused by weather conditions, technical problems with any transportation mode, or other equipment or instrumentality, or any causes beyond the control of YELLOWSTONE IN LIGHT PHOTOGRAPHY. In no event will YELLOWSTONE IN LIGHT PHOTOGRAPHY be responsible for incidental, consequential or special damage or loss suffered by any person. YELLOWSTONE IN LIGHT PHOTOGRAPHY's maximum liability, for any reason whatsoever, will be limited to the amount paid to YELLOWSTONE IN LIGHT PHOTOGRAPHY for its Services.

Without limitation, YELLOWSTONE IN LIGHT PHOTOGRAPHY is not responsible for any injury to person or damage to property arising out of any negligent acts or omissions of itself or of any persons for whom it would otherwise be responsible, or acts which are beyond its control, including but not limited to acts of God or force majeure, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation, medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, travel provider overbooking, safety and/or security standards at hotels, accommodations or otherwise, any problems or injuries whatsoever arising from hiking or for any other reason beyond the control of YELLOWSTONE IN LIGHT PHOTOGRAPHY. The participant is solely responsible for any costs for medical evacuation, use of aircraft, or other unplanned expense.

ACKNOWLEDGEMENT OF RISK

The participant in any YELLOWSTONE IN LIGHT PHOTOGRAPHY tour or workshop understands and acknowledges that your travel in an organized tour by YELLOWSTONE IN LIGHT PHOTOGRAPHY may involve risk and potential exposure to injury and possibly death. Risk and dangers may arise from foreseeable and unforeseeable causes. The participant fully understands and acknowledges that the aforementioned risks, dangers and hazards are a potential in connection with your tour or workshop.

EXPRESS ASSUMPTION OF RISK:

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you knowingly, willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you. You understand and acknowledge that due to the remoteness of where we travel, emergency evacuation and/or search and rescue may be delayed or unavailable and that medical facilities and supplies may be limited and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s). You understand and acknowledge that YELLOWSTONE IN LIGHT PHOTOGRAPHY reserves the right to accept or reject any participant for any legal reason, and YELLOWSTONE IN LIGHT PHOTOGRAPHY or its guide has the right to disqualify you from any trip activity, if in YELLOWSTONE IN LIGHT PHOTOGRAPHY's judgement, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform YELLOWSTONE IN LIGHT PHOTOGRAPHY, at the time your reservation is made, of any medical or physical disability, including food allergies, or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations, and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to YELLOWSTONE IN LIGHT PHOTOGRAPHY.

RELEASE OF LIABILITY:

In consideration of the Services and arrangements provided by YELLOWSTONE IN LIGHT PHOTOGRAPHY, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify YELLOWSTONE IN LIGHT PHOTOGRAPHY, and its owners, agents, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of Services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with YELLOWSTONE IN LIGHT PHOTOGRAPHY's Services and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE, FOR THE NEGLIGENT ACTS, OMISSIONS OR CONDUCT OF THE

OWNERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR AFFILIATES OF YELLOWSTONE IN LIGHT PHOTOGRAPHY.

COVID-19 ADDENDUM:

- The health and safety of our participants and instructors is our top priority.
- YELLOWSTONE IN LIGHT PHOTOGRAPHY will follow all government mandates and travel restrictions in effect at the location(s) where the tours will be held.
- Workshops run in conjunction with third parties may have additional COVID-19 measures that may be enforced at the time of the tour.
- We strongly advise that participants purchase **Travel Insurance** to protect against any unexpected trip changes, interruptions, or cancellations.

ACKNOWLEDGEMENT:

My signature below indicates that I (on behalf of myself and all other customers/participants for whom I am purchasing YELLOWSTONE IN LIGHT PHOTOGRAPHY's Services) have, on the date shown, read and understood these terms and conditions. I acknowledge that these terms and conditions affect my legal rights and I agree to be bound by their terms. My signature also signifies my intention (on behalf of myself and all other customers/participants for whom I am purchasing the travel package) to relieve and indemnify YILP Photo Tours LLC, d/b/a "YILP Photo Tours", its owners, employees, affiliates, agents, contractors and subcontractors from any liability for personal injury, emotional injury or distress, property damage or wrongful death which I/we might suffer during participation in YELLOWSTONE IN LIGHT PHOTOGRAPHY's Services.

Participants Name

Participants Signature

_____ Date _____