

ADVENTURE ACTIVITIES: TERMS AND CONDITIONS OF SALE

SNOWSHOEING IN ANTARCTICA

Aboard M/V Ocean Nova

Without detriment to ANTARCTICA XXI's General Terms and Conditions, the following conditions are applicable to ANTARCTICA XXI's Snowshoeing program:

IMPORTANT

Please review the information below to prepare for your adventure experience in Antarctica. The description of the activities in our promotional material and in this document is based on past experiences and is intended as an example only. We plan the adventure activity in remote locations, where the environmental conditions are changeable and unpredictable. Each expedition is different. For this reason we cannot guarantee that the experience will take place as described or that it will take place at any specific location in Antarctica. With safety in mind, we will strive to offer you as many excursions as the weather and sea conditions will allow. If we are unable to provide you with <u>any</u> excursion due to weather and sea conditions, or other reasons, we will refund in full the money you paid for the activity. If we are able to provide you with at least <u>one</u> excursion, no refund, partial or otherwise, of the money you paid for the activity will be made to you.

The Snowshoeing Program

The snowshoeing program offered by ANTARCTICA XXI is a group experience limited to a maximum of 12 participants. The group will meet on board with the Snowshoeing Guide at the beginning of the expedition for a briefing session and an overview of the equipment. Before you start snowshoeing, you must perform a safety check to ensure that all equipment assigned to you is in good working order. The group will then snowshoe together for the duration of the expedition. The snowshoeing program is only offered on a group basis. You will not be able to leave the ship on independent excursions, and only participants who are part of the group from the start of the program can take part in the activity. Should you wish to skip an excursion, you are welcome to do so. However, your assigned equipment and place in the group cannot be used by another traveller.

Every day you are in Antarctica your Snowshoeing Guide will work with the Expedition Leader to look for the best snowshoeing opportunities within the trip's schedule, based on suitable and safe weather conditions. The group will be led by the Snowshoeing Guide and may be supported by a second staff member. Each snowshoeing excursion will be approximately one and a half hours in duration. Your flexibility will be required, as the local conditions will determine the exact unfolding of the activity. For example, in some cases the snowshoeing excursion may be shorter or longer. In some cases, snowshoeing may not be possible at all.

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To take part in the snowshoeing program you do not need previous experience. However, snowshoeing can be a strenuous activity so your level of physical fitness should be good. For your safety, the Snowshoeing Guide may ask you to perform a trial to test your fitness level. To take part in the snowshoeing program you must be able to communicate in English, and you must listen to and follow the instructions of the Snowshoeing Guide. If you do not understand the instructions, you must inform the Snowshoeing Guide right away. For any reason whatsoever, the Snowshoeing Guide can deny or interrupt your participation in the snowshoeing program. If your participation in the program is denied, ANTARCTICA XXI will refund the money you paid for the activity without further obligation to you. Minimum age for participation is 16 years.

The Equipment

Snowshoeing in Antarctica requires specialized equipment. As part of the program, ANTARCTICA XXI will provide you with the following equipment:

- A pair of snowshoes that can be fitted over your expedition boots
- Walking poles to aid you in your excursion

Preparing for the program

When you confirm your participation in the snowshoeing program you must state any existing medical condition, illness, or poor state of health. Your state of health should then be stated again on board the ship prior to taking part in the snowshoeing program. Before starting your expedition, you must visit a doctor for a medical check-up to ensure that you are fit to participate in the snowshoeing program. It will be our assumption that you have done so and that you will be advised against participation in the snowshoeing program should there be any health concerns.

Release of Liability and Medical Insurance

Like with all sporting activities, when snowshoeing there is constant risk of personal injury. This risk is exacerbated by the fact that you will be snowshoeing in extreme conditions. In signing up for the activity you accept this element of risk. You are required to have medical and travel insurance. On board the ship, prior to taking part on the activity, you must sign the Release of Liability form below, expressly assuming the risks associated with the snowshoeing program and releasing ANTARCTICA XXI and its representatives from liability and waiving all claims. You will not be permitted to participate in the snowshoeing program unless you sign this form.





RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY.

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Expedition name and travel dates (please print)

PLEASE COMPLETE AND SIGN THIS FORM AND PRESENT IT TO YOUR SNOWSHOEING GUIDE ON BOARD THE VESSEL.

In consideration of my participation in the SNOWSHOEING IN ANTARCTICA program, I (please print full name)
, the undersigned, hereby acknowledge that I

have received ANTARCTICA XXI's Terms and Conditions applicable for the Snowshoeing in Antarctica program and that I have read and understand, and currently am and shall remain in full compliance with, the terms and provisions of such document.

I also understand and willingly agree that any snowshoeing activities that I undertake during the expedition are solely at my own request and risk, and I hereby indemnify, hold harmless and release ANTARCTCIA XXI (including but not limited to their directors, agents, contractors, employees and their successor and assigns) from all liability for any damages (including but not limited to injury, loss or death) arising directly or indirectly from my participation in snowshoeing activities.

I have read this release of liability and assumption of risk agreement, fully understand its terms, and sign it freely and voluntarily.

Signature

Date:

