

GLOBAL SPECTRUM

TRAVEL SPECIALISTS TO VIET NAM & BEYOND

TRAVEL PARTICIPATION AGREEMENT STATEMENT OF RESPONSIBILITY AND LIMITATION OF LIABILITY

The responsibility of Here Today There Tomorrow, Inc. doing business as Global Spectrum, and our representatives is strictly limited. As a tour operator, Global Spectrum organizes, promotes, and sells tour programs consisting of travel services that we purchase or reserve from various suppliers, including but not limited to, surface transportation, excursions, and accommodations. To the extent that Global Spectrum is involved in the sale of air transportation to you, we act as an agent of the air carrier. The suppliers are independent contractors and are not agents or employees of Global Spectrum.

Neither Global Spectrum nor our representatives are responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier or their respective employees, agents, servants, or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. All coupons, receipts, reservations, and tickets are issued subject to the terms and conditions specified by the suppliers and/or air carriers.

Participant Responsibility

Travel in developing nations is not similar to travel within the United States. Tours of Viet Nam, Laos, and Cambodia, Myanmar, and Indonesia, like other forms of travel, can involve inconvenience and risk, including forces of nature, geographic and climatic conditions, hygienic standards, infrastructure problems (including road maintenance, transportation delays, and accommodation conditions), and civil unrest or terrorism. Medical services or facilities may not be readily available during all or part of a tour and, if available, may not be equal to standards in the United States.

Participants are solely responsible for being in sufficient health to undertake the tour and for taking all appropriate medical precautions. Global Spectrum strongly recommends that participants obtain medical/trip cancellation insurance. Preparation for the tour should include studying of the itinerary and pre-departure information provided by Global Spectrum.

Illegal activities are generally punishable by harsher sentences than in the United States. Global Spectrum will bear no responsibility to assist participants who engage in such activities. Global Spectrum reserves the right to remove a participant who engages in such activities from a tour and to return the participant to his or her point of departure at the participant's own expense.

PARTICIPANTS ARE SOLELY RESPONSIBLE FOR THEIR OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, DEATH, OR ANY COST INCUR DUE TO INCORRECT OR MISSING INFORMATION PROVIDED TO GLOBAL SPECTRUM BY THE PARTICIPANTS OR BY HIS/HER BOOKING AGENT.

Supplier Responsibility

Travel services are provided by various suppliers who are independent contractors, and are not agents or employees of Global Spectrum. By utilizing the services of these suppliers, PARTICIPANT AGREES THAT NEITHER GLOBAL SPECTRUM NOR ITS REPRESENTATIVES WILL BE LIABLE FOR ANY HARM TO PARTICIPANT(S) ARISING FROM OCCURENCES OR CONDITIONS BEYOND GLOBAL SPECTRUM'S CONTROL, INCLUDING ANY PHYSICAL, EMOTIONAL, INDIRECT OR CONSEQUENTIAL HARM.

Reservation of Rights

Global Spectrum reserves the right to reprice, cancel, or withdraw any tour, trip, excursion, or expedition for any reason, to alter or omit any part of the itinerary, and to substitute tour leaders and accommodations. Global Spectrum will not assume responsibility for participant expenses incurred in preparing for the trip (e.g. non-refundable advance purchase air tickets, equipment, communication costs, obtaining medical services, making changes in the tour, or other matters of a personal nature.

Global Spectrum reserves the right to decline, accept, or to retain any persons as a member of any tour. Global Spectrum reserves the right to take photographic or film records of any tour and to use such records for promotional and/or commercial purposes.

Release and Discharge

The costs of the tours offered by Global Spectrum are based upon the execution of this Travel Participant Agreement by all tour participants. PARTICIPANT UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, AND RELEASES AND DISCHARGES GLOBAL SPECTRUM AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM PARTICIPATION IN THE TOUR. The parent or guardian of a participant who is a legal minor must accept this agreement on behalf of the participant.

Signature of Participant (or Legal Guardian of Participant)

Date