



# BIRDING TEXAS & BEYOND

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## TERMS AND CONDITIONS

### Introduction

Welcome to Birding Texas and Beyond, LLC. Please read these Terms and Conditions carefully before booking any of our tours or services. By accessing our website, making a reservation, or participating in our domestic or international tours, you agree to be bound by these Terms and Conditions.

These Terms and Conditions, together with the Privacy and Website Use Policies (collectively, the “Terms and Conditions”) set out the terms on which Birding Texas and Beyond, LLC (a Texas LLC, together with certain specified affiliates and subsidiaries: “Birding Texas and Beyond”, “Birding Texas & Beyond”, “we”, “us”, “our”) provides services through our website ([www.birdingtexasandbeyond.com](http://www.birdingtexasandbeyond.com)). When we refer to “you”, “your”, we mean any person that accesses or uses our tours or services.

These Terms and Conditions govern your relationship with Birding Texas and Beyond in respect to the use of tours or services, including any bookings made for any tour, ticket, attraction, activity, or experience as advertised on our website. By booking, using or accessing our tours or services (“Reservation”, “Book”, “Booking”, “Registration”, “Registering”), and/or creating an account on our website, you agree to be bound by these Terms and Conditions without modification, and represent that you have read and understood them. In all booking arrangements, the person making the booking shall be deemed to have accepted these Terms and Conditions on behalf of all the persons named in the booking.

These Terms and Conditions apply to both domestic and international tours, including additional requirements for international travel such as passport and visa compliance, health and vaccination requirements, and adherence to local laws and regulations.

We may update or modify these Terms and Conditions at any time. Your continued access or use of our tours or services after such changes signifies your acceptance of the updated Terms and Conditions. We will note the date that updates were last made to the Terms and Conditions at the end of this document in Section 10. Updated Terms and Conditions take effect upon posting, and it is your responsibility to review the most current version.

We retain the right, at our sole discretion, to deny access to our tours and services to anyone at any time and for any reason, including, but not limited to, violation of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any marketing materials, tour itineraries and/or descriptions, or other communications, these Terms and Conditions shall prevail.

## 1. ABOUT OUR TOURS

Birding Texas and Beyond offers both domestic and international birding tours designed to provide exceptional wildlife experiences, comfortable travel, and a welcoming group environment. Each itinerary is built around high-quality guiding, responsible birding practices, and meaningful time in the field. Our tours vary in pace, terrain, and physical requirements, and we encourage participants to review the itinerary details carefully to ensure the tour is a good fit for their interest, comfort level, and skill set.

We welcome participants of all experience levels, from beginners to seasoned birders. Participants under 18 must be accompanied by a parent or legal guardian, who is fully responsible for the minor's supervision, safety, and conduct throughout the tour. Birding Texas and Beyond reserves the right to decline participation for minors when the itinerary, pace, terrain, or conditions are not suitable for younger participants.

Our goal is to create enriching, enjoyable, and safe experiences for all guests. To support this, we rely on clear expectations, transparent communication, and advance coordination with trusted lodging, transportation, and local partners. Our policies outline the terms that apply to all tour registrations and help ensure that each departure operates smoothly, maintains group cohesion, and upholds the high standards of safety, professionalism, and guest experience that define Birding Texas and Beyond.

**1.1 Account Registration.** To book tours or make purchases through our website, you may need to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

### 1.2 Registration, Invoicing & Tour Confirmation

**Registration.** All tours are filled on a first-come, first-served basis based on the date a deposit is received. A completed online reservation and release form(s), along with the required non-refundable deposit, are necessary to secure your reservation. Your reservation is not confirmed until we validate space availability, receive your completed forms, and receive the required deposit.

## Invoicing:

- **Domestic Tours.** For domestic tours, an invoice for the deposit will be sent after we receive your reservation form. The deposit must be received within 14 days to hold your space; otherwise, the space may be released to other clients. Full payment is required for reservations made within 60 days or less of the tour start date.
- **International Tours.** International tours follow a different deposit and payment schedule due to supplier requirements, internal flights, regional transfers, and destination-specific arrangements. Deposit amounts and payment timelines will be clearly stated in the tour itinerary and invoice.
- **Remaining Balance.** The standard invoicing period for a tour's remaining balance is either immediately after the tour is formally confirmed or 60 days prior to the tour start date, whichever comes first. Unless indicated otherwise, payment is due upon receipt of the invoice. Final payment is due by the date specified in your invoice. Failure to make final payment by the deadline may result in cancellation of your reservation, and standard cancellation policies will apply. Birding Texas and Beyond is not responsible for reminders or follow-up notices regarding unpaid balances.

**Tour Confirmation.** Each tour requires a minimum number of participants to operate. A tour is considered formally confirmed once the minimum number of participants has been met and the necessary supplier commitments have been secured.

- **Domestic Tours.** Domestic tours typically confirm closer to the departure date, once the minimum number of participants has been reached. Please do not make air or other travel arrangements until we notify you that the tour is confirmed.
- **International Tours.** International tours may confirm earlier than domestic tours due to advance payments, internal flights, regional transfers, and destination-specific arrangements. Once the minimum number of participants is met and initial supplier commitments are made, the tour is considered confirmed. Because international arrangements often require early non-refundable payments, some tours may confirm well in advance of the departure date.
- **Air & Travel Arrangements.** Please wait for formal confirmation before booking flights or other travel arrangements. If Birding Texas and Beyond must cancel or alter a tour for any reason before formal confirmation, registrants will be responsible for any cancellation penalties and expenses incurred for travel arrangements made prior to confirmation. Birding Texas and Beyond is not responsible for costs associated with travel delays, rebooking, or itinerary changes resulting from flights booked prior to formal confirmation. This policy applies to both domestic and international tours.

### 1.3 Package Price & What's Included

All prices are listed in U.S. Dollars (USD) unless otherwise specified. The value of your booking may be subject to taxes, duties, foreign transaction fees, currency exchange fees, or other charges. The price for each tour is quoted on a per-person basis, unless otherwise specified.

The tour package price and what is included are listed in the itinerary for each tour. The tour package price per participant is based on double room occupancy (DBL). A single supplement fee is charged to participants who wish to have a single room occupancy. We can try to arrange for a roommate for participants traveling alone who are interested in sharing a room; however, a single supplement will be charged if a roommate is not available.

Some of the tours may be listed with price as "TBD". These tours are not yet finalized; however, we can waitlist interested clients. No deposit is due until the pricing is finalized and formally confirmed. Guests will be notified before invoicing.

Unless indicated otherwise in a tour's itinerary, the package price typically includes lodging, meals, refreshments, local ground transportation, entrance and activity fees to parks and preserves, and guiding services. For **international tours**, inclusions may vary and may include or exclude airport transfers, internal flights, local guides, or destination-specific fees. These details will be clearly stated in the itinerary.

Unless indicated otherwise, the tour package price does not include transportation/airfare to and from tour departure points, personal travel expenses – such as passport and visa fees, travel insurance, extended stays (prior or after the tour), optional activities not listed in the itinerary, tips/gratuities, alcoholic beverages, and other items or expenses of personal nature.

**ABOUT TIPS/GRATUITIES:** Tips/Gratuities for local service providers at our destinations (such as restaurant staff and local guides) are included in the tour package unless otherwise noted. Tip/Gratuity for your Birding Texas and Beyond tour leader(s) are not included. It is customary to tip when you feel you have received exceptional service. Tips must be given directly to your tour leader. The amount you decide to tip is based entirely on your experience and at your discretion.

### 1.4 Payment Methods

We accept several forms of payment for tour deposits and balances. Payment instructions will be included in your invoice. Payments must be received by the deadlines stated on your invoice. We reserve the right to cancel your reservation if payment is not received as scheduled and standard cancellation policies will apply. Birding Texas and Beyond is not responsible for reminders or follow-up notices regarding unpaid balances.

**Credit Cards:** We accept major credit card payments through our secure website payment system. Your reservation is not considered paid until the transaction has been successfully processed.

**Electronic Funds (EFT):** We accept domestic electronic funds transfers through Zelle, ACH or equivalent. These transfers typically do not incur additional fees. EFT payments are available only for U.S.-based bank accounts. Payment instructions will be provided upon request.

**Wire Transfers:** Wire transfers may be used for both domestic and international payments. Wire transfers often incur fees charged by your bank or intermediary banks. These fees are the responsibility of the participant and will not be absorbed by Birding Texas and Beyond. We will provide our wire transfer details upon request.

**Checks:** We accept checks payable to Birding Texas and Beyond, LLC and mailed to: 27115 Regal Scott Dr., Magnolia, TX 77354.

### **1.5 Price Changes & Currency Conversions**

Tour package prices are subject to change until your reservation is confirmed. Even after confirmation, prices may be revised due to significant currency fluctuations, government actions, or fuel surcharges - though we strive to absorb minor fluctuations. If unexpected increases occur, we reserve the right to charge participants an increase of up to 10% of the tour price. Clients will be notified of any pricing changes before payment is required. If the price increases by more than 10%, we will issue a full refund within 30 days to clients that choose to cancel the tour.

Prices for international tours are based on supplier rates, exchange rates, and operating costs in effect at the time of publication. Birding Texas and Beyond reserves the right to adjust pricing if significant changes occur in supplier costs, taxes, fees, or currency exchange rates. Participants will be notified of any adjustments prior to final payment.

**Foreign Currency.** All payments to Birding Texas and Beyond are processed in U.S. Dollars (USD). If you are paying from a non-USD account, your bank, credit card company, or payment processor may automatically convert the charge into your local currency and may apply their own exchange rates, international transaction fees, or currency conversion fees. These bank-determined rates and fees are outside the control of Birding Texas and Beyond and may result in a difference between the amount you see on our invoice and the final amount charged to you. Birding Texas and Beyond is not liable for any such differences, nor for any additional fees imposed by your bank or payment provider. If a payment made from a non-USD account results in a material shortfall after settlement due to bank-determined exchange rates or fees, Birding Texas and Beyond may invoice the remaining balance. Likewise, if a payment results in overpayment, we will refund the difference.

## **1.6 Tour Materials**

Pre-Tour Information Package: Upon receipt of your completed reservation, release form(s), and deposit or full payment, you will receive an email containing our pre-tour information package. This information package includes general tour information, target species list, daily itinerary, and other resources needed to help you plan and prepare for your trip.

Pre-Tour Information Survey: Completion of this survey is required for all participants. The information you provide allows us to understand your birding experience level, interests, and goals; identify any medical conditions, mobility considerations, or dietary restrictions; plan for accessibility needs or special accommodations; prepare for safety considerations, including emergency contacts and relevant health information; adjust pacing, logistics, and field strategies to support the group's needs; comply with requirements from international partners, local operators, or protected areas (for international tours).

Accurate information helps us deliver a safe, enjoyable, and well-organized tour for all participants. Failure to complete the survey may limit our ability to accommodate your needs during the tour.

Final Information Package: A final tour information package, including a participant list, list of lodging, meeting details/instructions, and any additional tour information or updates will be emailed to all participants as soon as the tour is confirmed or a few weeks before the tour start date.

Post-Tour Summary: A final tour summary will be emailed after the tour concludes and as soon as the tour leader provides a trip report. You will also have an opportunity to provide feedback and a tour review through a survey. This feedback will help us improve future tours and participant experience.

## **1.7 Difficulty Level & Pace of the Tour**

Birding involves irregular hours and a moderate level of physical activity, and we want all participants to understand fully what is required before joining a tour. Birds are most active in the early morning hours, and our days often start as early as 6:00 am. All tours require some light to moderate walking and standing for extended periods of time. Participants may encounter a variety of terrain conditions, including hills, uneven ground, rocky or wet/muddy surfaces, and thick vegetation. Weather conditions may vary widely, including heat, cold, rain, humidity, wind, or snow depending on the destination. All daily activities are optional within the framework of the tour.

Each itinerary includes a detailed “Difficulty Level and Pace of the Tour” section to help participants understand the physical, environmental, and logistical conditions they can expect during the tour. This information is provided to ensure that participants select tours

that match their comfort level, mobility, and overall fitness. Participants are responsible for reviewing the Difficulty Level and Pace of the Tour section before registering for a tour. By booking a tour, participants confirm that they can meet the demands described and will communicate any concerns or limitations in advance. Accurate self-assessment ensures a safe and enjoyable experience for both the participant and the group. Failure to meet the physical requirements may result in removal from the tour without refund, as outlined in Section 4 (Health and Fitness Requirements).

## **2. CANCELLATIONS, REFUNDS, CREDITS & OPERATIONAL POLICIES**

To ensure fairness and consistency for all participants, it's important to understand how deposits function within our tour planning process. Tour preparation begins the moment you sign up, and your deposit allows us to move forward with the reservations and commitments required to operate each departure. Many of these commitments, such as lodging, permits, and local operator arrangements, require non-refundable payments from us at the time of booking. Because these costs are incurred immediately, deposits are non-refundable and cannot be transferred to another tour unless Birding Texas and Beyond cancels the departure. Purchase of travel insurance is highly recommended – refer to Section 3.

The following policies outline the cancellation, refund, and rescheduling terms for all Birding Texas and Beyond tours. Policies differ for domestic and international tours due to supplier requirements, internal flights, regional transfers, and destination-specific conditions. By booking a tour, you acknowledge and agree to the policies described below.

**2.1 Cancellation by Participant – Domestic Tours.** A cancellation notice must be submitted in writing via email. The following terms apply:

- **Cancellations made 90 days or more before the tour start date:**  
Full refund of payments made minus the non-refundable per person deposit. As a one-time alternative, you may transfer payments made beyond the non-refundable per person deposit to another tour (subject to availability) for up to 12 months from the cancellation date. Failure to reschedule within 12 months results in forfeiture of all transferable payments.
- **Cancellations made 89-61 days from the tour start date:**  
50% refund of payments made minus the non-refundable per person deposit.
- **Cancellations made 60 days or less before the tour start date:**  
No refund.

**Refund Limitations.** No refunds or credits will be issued for:

- Missed nights or services due to flight delays or cancellations.
- Portions of the tour or services you choose to opt out (meals, walks, activities, etc.).
- Any unused or missed portion of the tour, including participant-initiated early departure.

**2.2 Cancellation by Participant — International Tours.** A cancellation notice must be submitted in writing via email. International tours require higher deposits due to supplier commitments, internal flights, regional transfers, and destination-specific arrangements. Each international tour requires a non-refundable deposit, the amount of which will be stated in the tour itinerary and invoice. This deposit is non-refundable and non-transferable under all circumstances unless Birding Texas and Beyond cancels the departure. As such, the following cancellation schedule applies:

- **Cancellations made 120 days or more before the tour start date:**  
Full refund of payments made minus the non-refundable per person deposit and any supplier cancellation penalties. Participants may choose a one-time transfer of payments made beyond the non-refundable per person deposit and any supplier cancellation penalties to another tour within 12 months, subject to availability.
- **Cancellations made 119–91 days before the tour start date:**  
50% refund of payments made minus the non-refundable per person deposit and any supplier cancellation penalties.
- **Cancellations made 90 days or less before the tour start date:**  
No refund.

**Supplier Penalties.** Some international suppliers require non-refundable deposits or advance payments. These amounts are non-refundable to the participant regardless of cancellation date.

**Refund Limitations.** No refunds or credits will be issued for:

- Missed nights or services due to flight delays or cancellations.
- Portions of the tour or services you choose to opt out (meals, walks, activities, etc.).
- Any unused or missed portion of the tour, including participant-initiated early departure.

**2.3 Cancellation by Birding Texas and Beyond.** We reserve the right to cancel or reschedule any tour due to insufficient participation, Force Majeure events, or circumstances beyond our control. A “Force Majeure” event means any act beyond our control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law or actions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages, labor slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities;

and (i) any other similar events or circumstances beyond the control of Birding Texas and Beyond.

**If we cancel a tour before departure:**

- **If cancellation is due to insufficient participation:** Participants will receive a full refund of all payments made to Birding Texas and Beyond. This refund constitutes full settlement.
- **If cancellation is due to a Force Majeure event:** Refunds will be limited to the portion of payments we are able to recover from suppliers and partners. We will make reasonable efforts to obtain refunds on your behalf, but we cannot guarantee full recovery of prepaid or non-refundable expenses.
- **In all cases:** Birding Texas and Beyond is not responsible for expenses incurred by participants in preparation for the tour, including non-refundable airfare, medical expenses, passport or visa fees, equipment purchases, or additional travel arrangements.

We strongly recommend that all participants purchase comprehensive travel insurance that includes trip cancellation, interruption, medical coverage, and protection for Force Majeure events.

**2.4 Late Arrival and No-Show Policy.** All tours depart promptly at the scheduled time listed in each itinerary. If you arrive late:

- Additional transportation or lodging costs will be at your expense.
- Safety briefing and orientation may be abbreviated.
- No refunds or credits will be issued for missed portions of the tour.
- The tour leader reserves the right to refuse late arrivals if it disrupts the group experience.

To avoid a no-show classification:

- Contact us at least 2 hours before the tour departure to let us know you are running late.
- Provide your estimated arrival time.
- Email notifications sent less than 2 hours before departure may not be seen in time - Contact us promptly at (832) 534-2370.

Participants who fail to join a tour will be considered a no-show and forfeit 100% of the tour price. No refund or credit will be issued.

**International Travel Delays:** Delays due to international flights, customs, immigration, or missed connections are treated the same as domestic delays. No refunds or credits will be issued for missed portions of the tour. We recommend booking flights that arrive at least one day prior to the tour start date to reduce the risk of travel delays.

We understand that genuine emergencies occur. If you experience a medical or family emergency, severe weather preventing travel, or vehicle breakdown, contact us within 24 hours of the missed tour. Each situation will be reviewed individually. However, we strongly recommend you purchase a travel insurance policy to help cover unexpected circumstances.

**2.5 Tour Modifications.** We reserve the right to modify itineraries due to weather, trail conditions, bird activity, leader availability, safety considerations, transportation issues, or other factors necessary to ensure the best possible birding experience.

- No refunds or credits will be issued for reasonable modifications. Reasonable modifications include adjustments to the daily schedule, changes in the order of activities, substitution of birding locations of similar quality, minor lodging changes of comparable standard, rerouting due to temporary closures, or other modifications that do not materially alter the overall nature, quality, or duration of the tour. These adjustments are considered a normal part of wildlife-based travel and do not constitute grounds for refunds.
- If significant changes occur before departure and we determine the tour cannot run successfully, the tour package price will be fully refunded.
- If significant changes occur during the tour, (severe weather events, trail or site closures, wildlife-related closures or safety advisories, health or medical emergencies, etc.), we will adjust the tour as best as possible. However, we are not responsible for additional costs incurred due to these changes. Any additional expenses (such as extra lodging, meals, transportation, rebooking fees, etc.) are considered participant expenses and will either be invoiced after the tour concludes or participants will be asked to cover the expenses on-site.

### **3. TRAVEL INSURANCE & REQUIRED TRAVEL DOCUMENTATION**

**3.1 Travel Insurance.** We strongly recommend that all participants purchase a comprehensive travel insurance policy prior to departure. Travel insurance protects your travel investment and provides essential support in the event of unexpected disruptions, including medical emergencies, evacuations, or travel delays. Many international destinations involve internal flights, regional transfer, remote field locations, and non-refundable supplier arrangements. All of our tours are prepaid.

Under our cancellation policy, payments become non-refundable once the applicable cancellation deadlines have passed. A travel insurance policy helps ensure you are protected should unforeseen circumstances arise.

For international tours, comprehensive travel insurance is strongly recommended, and certain tours may require proof of coverage prior to departure. By registering for an international tour, participants acknowledge that international travel carries additional risks, and Birding Texas and Beyond is not responsible for any losses or expenses arising from those risks.

**Types of Coverage.** Travel insurance policies vary widely. The following are common types of coverage that may be available through travel insurance providers.

- **Trip Cancellation & Trip Interruption:** Protects your investment if you must cancel or leave a tour early due to illness, injury, family emergency, or other covered reasons.
- **Emergency Medical Coverage:** Covers medical treatment during the tour. Many U.S. health insurance plans do not provide coverage outside the United States.
- **Emergency Evacuation & Repatriation:** Covers emergency transportation to the nearest appropriate medical facility or back home. This is especially important for remote or international destinations.
- **Travel Delay Coverage:** Helps cover lodging, meals, and transportation if your travel is delayed due to weather, airline issues, or other covered events.
- **Baggage Loss or Delay:** Covers lost, stolen, or delayed luggage.
- **Coverage for Internal Flights (International Tours):** Internal flights are often non-refundable once ticketed. Insurance may help recover costs if you must cancel or if flights are disrupted.

**Birding Texas and Beyond is not a travel insurance provider and is not qualified to offer insurance advice.** We cannot recommend specific policies, determine what coverage you need, or interpret policy language. Participants must contact their insurance provider directly with questions about coverage, benefits, exclusions, or claims. Participants are responsible for purchasing their own travel insurance policy and for understanding the coverage provided. Proof of travel insurance may be required before the tour departure.

**3.2 Required Travel Documentation.** Participants are responsible for obtaining all necessary travel documentation, including passports, visas, and vaccinations (as applicable). Birding Texas and Beyond is not liable for any issues arising from inadequate documentation.

For applicable passport and visa requirements, you should consult the relevant embassy or consulate for information. Such requirements may change at any time, and it is your responsibility to check for up-to-date information before making a reservation and before your departure.

Birding Texas and Beyond accepts no liability in connection with any person who is refused entry onto a flight or into any country, (including transit countries), or who experiences denied boarding, denied entry, missed flights, or other travel disruptions related to

documentation issues. Participants will be responsible for any additional costs resulting from incomplete or invalid documentation.

## **4. HEALTH AND FITNESS REQUIREMENTS**

**4.1 Participant Responsibility for Health & Fitness.** All participants must be in sufficiently good health and physical condition to safely participate in the activities described in the tour itinerary. By registering for a tour, participants confirm that they can meet the physical requirements for the tour.

Participants are responsible for assessing their own health, fitness, mobility, and stamina honestly and accurately. If you have any questions about whether a tour is appropriate for you, please contact us before registering. We reserve the right to refuse participation to anyone whose health and/or fitness level appears inadequate for the tour's demands. Failure to comply with this requirement will result in a removal from the tour without a refund, credit or reimbursement for any expenses incurred by the participant due to such removal.

**4.2 Physical Requirements.** Birding Texas and Beyond tours may involve:

- Walking or standing for extended periods.
- Uneven, rocky, muddy, sandy, or slippery terrain.
- Climbing hills or navigating steps without handrails.
- Entering and exiting vehicles independently.
- Early morning starts and long field days (7-10 hours per day, weather permitting).
- Exposure to heat, cold, humidity, wind, rain, or snow (depending on destination).
- Limited access to restrooms or shelter.
- Remote locations with limited medical facilities.

Participants must be able to complete these activities independently, without assistance from guides or other participants.

**4.3 Medical Conditions & Mobility Limitations.** Participants with medical conditions, mobility limitations, or other health concerns must:

- Consult with their physician prior to registering.
- Disclose relevant conditions to Birding Texas and Beyond before the tour.
- Bring all necessary medications and medical supplies.
- Be able to manage their condition independently during the tour.

Please inform us of significant dietary restrictions so the tour guide may attempt to source alternative options when possible. Some destinations are more accommodating than

others; however, we cannot guarantee that all food allergies or dietary needs can be accommodated.

We will make reasonable efforts to accommodate participants, when possible, but we cannot modify the tour in ways that compromise group safety, timing, or the overall experience.

#### **4.4 Custom Tours for Participants with Mobility and/or Accessibility Accommodations**

Birding Texas and Beyond welcomes participants of all experience levels and strives to create inclusive, enjoyable birding experiences. However, group tours operate on a fixed schedule and pace that may not be suitable for all participants, especially those with mobility limitations, medical needs, or accessibility requirements that differ from the group's overall ability level.

For participants who require additional flexibility, individualized pacing, or specialized accommodations, a private custom tour may be a better option. Custom tours allow us to:

- Adjust the daily schedule and pacing to your comfort level.
- Select locations with more accessible terrain.
- Build-in additional rest time or shorter walking distances.
- Tailor the experience to your specific needs, interests, and goals.
- Provide more individualized attention from your guide.

These adjustments are often not possible on group tours without impacting the experience of other participants. If you have mobility limitations, or medical considerations that may require special accommodation, please contact us before registering for a group tour. We will always be honest and transparent about what we can and cannot accommodate.

#### **4.5 Illness During the Tour.** If a participant becomes ill during the tour:

- The tour leader may require the participant to rest, skip activities, and/or seek medical care.
- The participant may be asked to isolate if symptoms suggest a contagious illness.
- The participant is responsible for any additional costs (lodging, meals, transportation, medical care, etc.).
- No refunds or credits will be issued for missed activities or early departure.

In the event of a medical emergency, local emergency services will be contacted. Evacuation or medical transport costs are the responsibility of the participant.

**4.6 Removal from the Tour.** For the safety and well-being of the group, Birding Texas and Beyond reserves the right to remove a participant from a tour if:

- The participant is unable to meet the physical requirements.
- The participant's health condition poses a risk to themselves or others.
- The participant's behavior disrupts the tour or compromises group safety.
- The participant refuses to follow guide instructions.

Removal from a tour does not entitle the participant to a refund or credit.

**4.7 International Tour Considerations.** International tours may involve additional physical and logistical challenges, including:

- Higher elevations or altitude
- Longer travel days or internal flights
- Limited access to medical facilities
- Cultural, customs and infrastructure differences
- Remote or undeveloped areas

Participants must be prepared for these conditions and must be able to manage their health and mobility independently.

**4.8 Participant Preparedness.** Proper preparation helps ensure a safe and enjoyable experience for everyone. Participants are expected to:

- Bring appropriate clothing, footwear, and gear
- Stay hydrated and manage personal comfort
- Protect themselves from sun, insects, and weather
- Manage personal medications and medical needs
- Follow guide instructions at all times

## 5. PARTICIPANT CONDUCT & GROUP EXPECTATIONS

**5.1 Commitment to a Positive Group Experience.** Birding Texas and Beyond strives to create a welcoming, respectful, and enjoyable environment for all participants. By joining a group tour, you agree to conduct yourself in a manner that supports the safety, comfort, and experience of the entire group. Participants are expected to treat fellow guests, guides, local partners, and community members with courtesy, respect, and professionalism at all times.

**5.2 Following Guide Instructions.** Our expert guides make decisions based on years of field experience. For safety and logistical reasons, participants must follow all instructions provided by the tour leader(s) or local guide(s). This includes:

- Staying with the group unless explicitly permitted to separate
- Following safety protocols around wildlife, vehicles, and field conditions
- Staying on designated trails and paths

- Respecting timing, pacing, and departure schedules
- Adhering to site-specific rules, regulations, and cultural norms
- Speaking directly with your leader if issues need to be addressed or resolved

**5.3 Respect for Wildlife, Habitats & Local Communities.** Participants must adhere to ethical birding and wildlife-viewing practices, including:

- Maintaining appropriate distance from wildlife
- Being aware of your surroundings
- Avoiding disruptive behavior or excessive noise
- Staying on designated trails or paths
- Respecting cultural sites, private property, local customs, and conservation efforts
- Respecting trail closures and restricted areas
- Following photography guidelines when applicable
- Refraining from the use of playback (playback by participants is prohibited)
- Practicing “Leave No Trace” principles
- Not offering food to wildlife
- Not collecting plants, feathers, or natural items

**5.4 Group Pacing & Consideration for Others.** Group tours operate on a shared schedule and pace. Participants are expected to:

- Arrive on time for daily departures
- Be prepared with appropriate clothing, gear, and supplies
- Move at a pace that does not significantly delay the group
- Respect the needs and enjoyment of fellow participants
- Be mindful of the time spent at spotting scopes
- Avoid blocking someone’s view and stepping in front of someone to get a better view

**5.5 Behavior that May Result in Removal from the Tour.** For the safety and well-being of the group, Birding Texas and Beyond reserves the right to remove a participant from a tour without refund if they:

- Engage in disruptive, aggressive, or disrespectful behavior
- Harass or intimidate other participants, guides, or local partners
- Refuse to follow guide instructions or safety protocols
- Endanger themselves, others, or wildlife
- Impede the group’s ability to proceed with the itinerary
- Violate local laws or regulations
- Engage in excessive alcohol use or illegal substance use

Removal decisions are made at the discretion of the tour leader and are final. Removal from a tour does not entitle the participant to a refund or credit.

**5.6 Noise, Privacy & Shared Spaces.** To maintain a comfortable group environment, participants are expected to:

- Respect designated quiet hours at lodging facilities (typically 9 PM to 5 AM)
- Keep noise levels reasonable, especially in shared lodging or vehicles
- Respect personal space and boundaries
- Use headphones for personal audio
- Maintain cleanliness in shared spaces and vehicles
- Refrain from smoking, vaping, or using e-cigarettes in vehicles or during a group activity

**5.7 Photography and Videography Etiquette.** Photography is an important part of birding, but participants must:

- Avoid blocking others' views
- Follow guide instructions regarding sensitive species
- Respect wildlife and maintain a safe distance
- Avoid using flash photography
- Respect privacy when photographing fellow participants
- The use of drones is strictly prohibited

## **6. LIMITATION OF LIABILITY**

This section limits Birding Texas and Beyond's liability to you for issues that may arise in connection with the use of our tours or services. All participants are required to complete and sign an Assumption of Risks and Liability Waiver agreement before joining any tour. Participants who do not complete this requirement will not be permitted to join the tour, and standard cancellation policies will apply. Please read carefully and consult with an attorney if you have questions.

### **6.1 Responsibility Statement**

Birding Texas and Beyond, its owners, agents, employees, and affiliated companies (collectively, "Birding Texas and Beyond") act solely as an agent for third-party suppliers. While we endeavor to contract with reputable suppliers, these providers operate independently and are not employees, agents, or representatives of Birding Texas and Beyond. Because we do not own, manage, or control these suppliers, Birding Texas and Beyond assumes no responsibility or liability for their acts, errors, omissions, or negligence, nor for any personal injury, illness, death, property damage, loss, delay, inconvenience, or irregularity that may occur as a result of their actions or failure to act.

Without limitation, Birding Texas and Beyond is not responsible for any accident, injury, illness, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience for any reason whatsoever in connection with the provision of, or failure to provide, any goods or services by third-party providers, including but not limited to: mechanical operational failures of any transport provider, overbooking, downgrading, or defective conditions in accommodations, delay or failures of transportation to arrive or depart on time, financial insolvency or cessation of services by any supplier.

Birding Texas and Beyond is likewise not responsible or liable for any accident, injury, illness, loss or damage to person or property, death, delay, misrepresentation, irregularity or inconvenience resulting from, acts of God or Force Majeure events (Events Outside Our Control), including but not limited to: government actions such as closure of international borders, acts of war or civil unrest, insurrection or revolt, public health emergencies, quarantine, or pandemic-related restrictions, strikes, labor disputes, or criminal or terrorist activities, wildlife encounters, natural hazards, remote evacuation challenges, sanitation issues, foodborne illness, and lack of access to medical care. Participants understand and agree that any additional expenses resulting from delays, disruptions, or changes to the tour, including lodging, meals, transportation, medical care, or evacuation, are the sole responsibility of the participant.

Birding Texas and Beyond assumes no responsibility for loss, theft, damage or accident to participant's baggage or personal effects or items brought on the tour.

## **6.2 Acknowledgment and Assumption of Risks Agreement**

I, the undersigned participant, acknowledge that I am voluntarily choosing to participate in this tour with full understanding that the activities involved may be hazardous to me or to my property. I understand that the activities of this tour carry inherent risks and that I may be traveling in remote areas far from medical care. By signing below, I agree to assume all risks associated with participation, including but not limited to forces of nature and weather hazards, accidents, uneven or challenging terrain, transportation risks, equipment failure, wildlife encounters, natural hazards, and risks associated with remote locations.

I understand and accept the risk of injury, illness, disease, physical exertion, permanent disability, and even death, and acknowledge that evacuation and/or access to suitable medical care may be limited or unavailable. I agree to take full responsibility at all times for my own actions, safety and welfare, as well as for any minor children in my care, custody, or control. I understand that I will be part of a group and agree to conduct myself in a manner that does not endanger myself or others.

I further represent and warrant that I am in good physical condition and have no medical conditions that would prevent safe participation in this tour. I have disclosed all relevant medical conditions, medications, and physical limitations to Birding Texas and Beyond. I

agree to immediately inform Birding Texas and Beyond of any medical issues that arise during the tour. I understand that Birding Texas and Beyond does not provide medical insurance coverage for participants and that I am solely responsible for obtaining my own medical and travel insurance. I acknowledge that if I misrepresent my fitness or ability to participate safely on this tour, I may be removed from the tour, before or during the trip, at my own expense.

U.S. National Parks addendum: Nothing in this Acknowledgement and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as the participant releasing Birding Texas and Beyond from liability for injuries, damage, death, or other loss to others that may occur within the jurisdiction of the National Park Service and that is caused by Birding Texas and Beyond negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Birding Texas and Beyond judgments and decisions, or Birding Texas and Beyond failure to take reasonable precautions to ensure it provides the participant with safe and defect-free equipment.

### **6.3 Release and Liability Waiver**

In consideration for being permitted to participate in a birding tour with Birding Texas and Beyond, LLC (“Birding Texas and Beyond”, “Birding Texas & Beyond”), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Birding Texas and Beyond, its owners, officers, agents, representatives, employees, contractors, and affiliated companies (collectively, “RELEASEES”) from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that I may sustain, or any loss or damage to my property, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and regardless of whether such liability arises in tort, contract, strict liability, or any other theory, to the fullest extent permitted by law.

I further agree to HOLD HARMLESS AND INDEMNIFY the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that the RELEASEES may incur as a result of my participation in the tour, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

It is my expressed intent that this Release and Liability Waiver shall bind my family members and spouse (if I am alive), and my heirs, assigns and personal representative (if I am deceased), and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES.

I agree that this Release and Liability Waiver shall be governed in accordance with the laws of the State of Texas. Any mediation, suit, or other proceeding arising out of or relating to this agreement must be filed exclusively in the state or federal courts located in Texas. If any portion of this document is found to be unlawful or unenforceable, that portion shall be severed and the remainder shall remain in full force and effect.

## **7. MEDIA POLICY**

Birding Texas and Beyond is committed to documenting our tours in a way that celebrates the experience, supports conservation, and respects the comfort and preferences of our participants. This Media Policy explains how photographs, videos, audio recordings, and bird sighting data may be created and used during our tours, as well as the expectations for participants regarding media capture, sharing, and ethical field practices. Our goal is to balance meaningful storytelling and educational value with respect for individual privacy, wildlife welfare, and responsible birding standards.

### **7.1 Photography & Videography**

Birding Texas and Beyond may take photographs, videos, and audio recordings during tours for promotional, educational, and archival purposes. By participating in our tours, you grant permission for your likeness to be used in our marketing materials, website, social media, publications, and other media formats unless you opt out in writing prior to the start of the tour. Such use shall be without payment of fees, royalties, special credit, or other compensation.

Participants who choose to opt out will be accommodated to the extent reasonably possible, though complete exclusion from all group images cannot be guaranteed. Participants are expected to respect the privacy of fellow guests and obtain permission before photographing or recording other participants in a way that is identifiable or personal in nature. For participants under 18, a parent or legal guardian must provide consent for photography or videography.

### **7.2 Bird Sightings & Natural History Data**

Birding Texas and Beyond may collect and share bird sighting information and natural history observations with conservation organizations, research partners, and public databases (e.g., eBird). No personally identifiable information will be shared without your explicit consent.

For the protection of sensitive species and habitats, we may restrict the sharing of exact locations for certain sightings. Participants agree to follow all guidance regarding location privacy and ethical reporting.

### **7.3 Use of Recording Equipment & Playback**

Our guides may carry audio recording equipment and may use playback in a responsible, ethical, and conservation-minded manner, and only in locations where such use is permitted. Playback is used sparingly to minimize disturbance to wildlife and habitats and always in accordance with local regulations, land-manager guidelines, and ethical birding practices.

## **7.4 Drones & Unmanned Aerial Devices**

The use of drones or unmanned aerial vehicles (UAVs) by participants is prohibited unless explicitly authorized by Birding Texas and Beyond and compliant with all local regulations and land-manager rules. Unauthorized drone use may result in removal from activities or the tour.

## **7.5 Commercial Use of Guide Created and Participant-Captured Media**

Photographs, videos, and audio recordings created by Birding Texas and Beyond guides during the tour are considered company media and may be used for promotional, educational, or archival purposes. Proper attribution will be provided.

Participant-captured media may not be used for commercial purposes by Birding Texas and Beyond without permission from the participant. Personal sharing (e.g., social media, personal blogs) is welcome, provided it is respectful, truthful, and does not misrepresent the tour experience, wildlife interactions, or the conduct of guides or other participants. We will always provide proper attribution to the creator when participant media is used with permission.

## **8. PRIVACY POLICY** (Refer to the full Privacy & Website Use Policy for complete details)

Birding Texas and Beyond is committed to protecting the personal information you share with us. We collect only the information necessary to operate our tours, communicate with participants, and meet safety, legal, and logistical requirements. This may include contact information, emergency contacts, travel details, medical or mobility information voluntarily provided for safety purposes, and payment-related information processed securely through third-party providers.

We do not sell or rent personal information to third parties. Personal data is shared only with trusted service providers when necessary to operate the tour (such as lodging partners, transportation providers, or permit-issuing agencies) and only to the extent required for those services.

We take reasonable administrative, technical, and physical measures to safeguard your information. Participants may request access to, correction of, or deletion of their personal information as permitted by law. For full details on how we collect, use, store, and protect personal information, please review our Privacy & Website Use Policy, available on our website.

## **9. WEBSITE USE POLICY** (Refer to the full Privacy & Website Use Policy for complete details)

The content, design, and functionality of the Birding Texas and Beyond website—including but not limited to text, data, information, photos, graphics, videos, audio, maps, icons, software, code, and other materials (collectively, the “Website Content”)—are proprietary to Birding Texas and Beyond and are protected by copyright, trademark, and other applicable laws.

You may view, download, and print Website Content solely for your personal, non-commercial use related to learning about or booking our tours. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Website Content, or any products or services obtained through the website, without prior written permission from Birding Texas and Beyond.

Any other use of the Website Content, website functionality, or underlying infrastructure, including automated scraping, data extraction, or commercial use, is strictly prohibited unless expressly authorized in writing by Birding Texas and Beyond.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and Conditions are governed by the laws of the State of Texas, without regard to conflict-of-law principles.

Before initiating any formal dispute resolution process, both parties agree to first attempt to resolve any dispute arising out of or relating to these Terms and Conditions, our tours, or our services through good-faith informal negotiation. If a resolution cannot be reached through informal negotiation, the dispute shall be submitted to binding arbitration conducted in the State of Texas, in accordance with applicable arbitration rules. The arbitration decision shall be final and binding on all parties.

Any action to enforce an arbitration award, or any claim that is not subject to arbitration, must be brought exclusively in a court of competent jurisdiction located in Houston, Texas, USA. By participating in a tour or using our services, you consent to the exclusive jurisdiction and venue of such courts and stipulate to the fairness and convenience of proceedings in those courts.

## **11. UPDATES & MODIFICATIONS TO TERMS AND CONDITIONS**

Birding Texas and Beyond reserves the right to update or modify these Terms and Conditions at any time. The most current version will always be available on our website and will apply to all future bookings made after the effective date of the revision.

For guests with existing confirmed bookings, the version of the Terms and Conditions in effect at the time of booking will continue to apply unless a change is required by law or necessary to address safety, operational, or compliance matters. In such cases, participants will be notified of the updated terms.

These Terms and Conditions were last revised on **June 12, 2026**.

## **12. CONTACT INFORMATION**

For questions regarding these Terms and Conditions, please contact:

Birding Texas and Beyond, LLC  
27115 Regal Scott Dr., Magnolia, TX 77354  
Phone: (832) 534-2370  
Email: [support@birdingtexasandbeyond.com](mailto:support@birdingtexasandbeyond.com)