



THE LOST WORLD ADVENTURES CLUB – MEMBERSHIP AGREEMENT

This is a legally binding agreement. Please read it carefully.

This Membership Agreement (the "Agreement") is made between:

(1) The Lost World Adventures Heritage Trust (the "Trust"), acting through its Trustees, whose purpose is to facilitate the activities of The Lost World Adventures Club; and

(2) The Individual named in the Booking Form (the "Member").

By completing the booking form on the lostworldadventures.co.uk website, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions in this Agreement, the Club Constitution, and the Trust Deed.

1. The Club

1.1. The Lost World Adventures Club (the "Club") is a private, unincorporated association, not a commercial tour operator. It is a community for like-minded individuals.

1.2. Participation in all Club Activities is strictly reserved for Members who have been accepted into the Club and are in good standing.

2. Membership

2.1. Application: Membership is subject to approval by the Club Founder. Submission of a booking form does not guarantee acceptance.

2.2. Duration: Once an Applicant makes a contribution towards the club activity such as a tour, they become a Member for life. There are no recurring annual fees.

2.3. Fee: The membership fee is the same as the "Tour Fee" as specified on the website. This fee is non-refundable and grants access to the Club community and the right to apply for Club Activities.

3. Club Activities & Financial Model

3.1. The Trust: All financial transactions for the Club are managed through The Lost World Adventures Heritage Trust, a discretionary trust established for the benefit of the Members.

3.2. Activity Contributions: The prices listed for expeditions ("Club Activities") are not



commercial sale prices. They are contributions to the Trust Fund required to cover the estimated costs of that Activity, including logistics, accommodation, guides, and administrative expenses.

3.3. Payment: Members must pay their Activity Contribution directly into the Trust's bank account, as instructed on the "how to book" page on the website. Full payment is required to secure a place on a Club Activity. However members may ask to pay for an activity in installments which is possible at the discretion of the trustees. Members must make a request via email for this once the initial membership/booking form is submitted.

3.4. Trust Discretion: The Trustees manage the Trust Fund with absolute discretion for the benefit of the Members. The Club operates on a non-profit basis; no profits are distributed, only fees paid to individuals for the fair exchange of energy and efforts.

4. Member's Acknowledgements & Risk Acceptance

The Member expressly acknowledges and agrees that:

4.1. Inherent Risks: Club Activities often involve travel to remote and ancient sites and carry inherent risks including, but not limited to, terrain hazards, extreme weather, political instability, acts of third parties, and accidents. These risks can lead to personal injury, death, property damage, or loss.

4.2. Not a Tour Operator: The Club, its Trustees, and Founders are not licensed tour operators, travel agents, or guides. They act as facilitators for a private group.

4.3. Personal Responsibility: The Member voluntarily assumes all risks associated with participation in any Club Activity.

4.4. Insurance: It is a mandatory condition of participation in any Club Activity that the Member obtains comprehensive travel insurance, including coverage for medical expenses, evacuation, repatriation, cancellation, and personal liability. Proof of insurance may be requested prior to departure.

5. Limitation of Liability & Release

To the fullest extent permitted by law, the Member agrees:

5.1. The Club, the Trust, the Trustees, the Founder, employees, and agents (the "Released Parties") shall not be liable for any personal injury, illness, death, loss or damage to property, or any other loss or damage (including consequential loss) suffered by the Member, howsoever arising.

5.2. The Member, their heirs, and assigns hereby release, waive, and discharge the Released Parties from any and all claims, demands, actions, and liabilities which the



Member may have or sustain in connection with any Club Activity.

5.3. This release and waiver applies to any liability caused or contributed to by any act, omission, or negligence of any Released Party.

6. Cancellation & Refund Policy

6.1. By the Member: Activity Contributions are made to a collective trust fund for specific, forward-planning purposes. Therefore, all payments are non-refundable. Members are strongly advised to have cancellation insurance to cover their contribution in case they are unable to attend.

6.2. By the Trust/Club: The Trustees reserve the right to cancel any Club Activity due to force majeure, low enrolment, or safety concerns. In such a scenario, the Member's Activity Contribution will be held as a credit for a future Activity or refunded, at the sole discretion of the Trustees. Each Club activity or tour has its own set of terms that will be displayed on the website on the tour booking page.

7. Member Conduct

7.1. The Member agrees to abide by the Club Constitution and follow the directions of the group leader during Club Activities.

7.2. The Trustees reserve the right to terminate the membership and participation of any Member whose conduct is deemed to be disruptive, dangerous, or prejudicial to the interests of the Club or other Members. In such an event, the Member will be sent home at their own expense and no refund will be given.

8. General

8.1. Entire Agreement: This Agreement, together with the Club Constitution, constitutes the entire understanding between the parties.

8.2. Severability: If any part of this Agreement is found to be invalid, the remainder will continue in full force and effect.

8.3. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

ACCEPTANCE

By proceeding with the online booking and payment, I, the Member, confirm that:

- I have read and understood this entire Membership Agreement.
- I acknowledge the inherent risks of Club Activities and accept them voluntarily.
- I agree to the non-refundable nature of all payments.
- I will obtain comprehensive travel insurance as a mandatory condition of my participation.
- I release the Released Parties from all liability as set out above.



- I agree to be bound by the Club Constitution.