

# **Reserving Your Travel with (GENESIS TRAVEL LLC)**

## **Terms & Conditions**

We at **(GENESIS TRAVEL LLC)** strive to bring you the best travel experience. The following terms and conditions “terms” apply to all travel products and services purchased. Please review these terms in detail as by purchasing any travel product or service you are bound by the terms set forth in this agreement.

These terms and conditions are in effect as of **(March 28, 2023)**.

Last Revised Date: July 11, 2022

### **DEFINITIONS**

“Affinity Group” refers to passenger-lead travel groups.

“Deposit” refers to the amount of money paid to Travel Agency to reserve passenger’s vacation.

“Final Payment” or “Final Payment Date” refers to the date the vacation must be paid in full.

“Sponsored Group” refers to groups lead by Travel Agency or their representatives, shareholders, directors, officers, employees, affiliates, officers, agents, independent contractors, successors, and assigns.

“Travel Agent” or “Travel Agency” refers to **(GENESIS TRAVEL LLC)**.

“Travel Proposal” refers to

1. The complete travel itinerary, with associated policies as well as terms & conditions, proposed and agreed to by passenger after a request for travel services; or,
2. The itinerary proposed by Travel Agent for Travel Agent sponsored travel.

“You”, “Your”, “Passenger” refers to you, the traveler and all individuals in your traveling party.

### **PASSENGER AGREEMENT**

Travel Agency will work with you to provide a memorable travel experience. Travel Agency does not provide the travel services, rather we partner with various tour operators and travel providers

to bring that experience to you. As the passenger, you understand that Travel Agency acts as an intermediary between you, the passenger, and third-party suppliers.

By submitting a deposit or payment, you:

1. Formally accept Travel Agency's Terms & Conditions as stated herein.
2. Give Travel Agency permission to accept the terms & conditions of the third-party supplier on your behalf. All the terms & conditions applicable to your vacation will be reviewed with you in your travel proposal.
3. You agree to abide by the terms & conditions and policies of both the third-party supplier and Travel Agency.

Any violation of the terms and conditions will constitute a breach of your travel contract and forfeiture of all payments.

## **TRAVELERS**

Travel agency serves clients based within the United States. All clients must be 18 years of age or older to purchase travel services. Any travelers under the age of 17 must be accompanied by a parent or guardian 18 years of age or over. If an underaged traveler is not traveling with a parent, the airline/resort may require parental consent via a notarized letter from the parent allowing the child to travel with the guardian. Please contact Travel Agency for more information.

## **REQUIRED IDENTIFICATION**

Traveling is a great way to take time away from the normalcy of life. We at Travel Agency strive to make this process as smooth and easy as possible. To do so, there are certain documents you need to ensure a safe and uneventful travel experience. Please see below regarding the documentation needed in order for you to travel. Travel Agency is not responsible for any travel issues, denial of travel or increased costs due to passenger not having the correct documentation.

**DOMESTIC TRAVEL:** If you are traveling within the United States or any of its territories, valid state-issued identification is required. This can be a driver's license or state photo identification. This identification should be part of the Real ID program. If it is not, a valid passport would be required. For more information on the Real ID program, please go to the US Department of Homeland Security's website at <https://www.dhs.gov/real-id>.

**INTERNATIONAL TRAVEL & CRUISES:** To travel internationally or via a cruise, a passport is required. The passport should not expire six (6) months after the travel departure date and should have at least two (2) blank pages. Children need to have valid passports as well. For more information, please go to the US Department of State website at [www.travel.state.gov](http://www.travel.state.gov).

**NON-UNITED STATES PASSPORT HOLDERS:** If you hold a passport not issued by the United States, please check with your respective country or consulate regarding the rules of travel and entry prior to securing travel accommodations. Travel Agency is not responsible for denial of travel or entry of those with foreign passports.

### **PAYMENTS, CHANGES & CANCELLATION**

**PAYMENTS:** Travel Agency only accepts payments in United States Dollars. Payments can be made via major debit and credit cards. Accepted cards are: Mastercard, Visa, Discover and American Express. Credit or debit card should be in the name of the lead passenger. Alternate forms of payment may be accepted only with the expressed permission of Travel Agency. If alternate payment forms are required, please contact Travel Agency at [sheila@thegenesiravel.com].

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**PROFESSIONAL PLANNING FEE:** Travel Agency charges a non-refundable planning fee for travel planning services. This fee is due and payable prior to the rendering of travel planning services. Travel Agency will review the fee structure during the consultation.

**DEPOSIT:** All deposits are **NON-REFUNDABLE**. Travel reservations are not confirmed until a deposit is made. Your travel proposal will reflect the amount needed to confirm your vacation. Unless stated otherwise, prices may fluctuate between the time a quote is rendered and when the deposit is furnished.

**PAYMENT PLANS:** We are pleased to offer, for your convenience, a monthly payment plan for your travel plans. No payment plan is available for reservations made sixty (60) days or less from the date of travel.

**FINAL PAYMENT:** Reserved travel plans must be paid in full on or before the final payment date. Your travel proposal/itinerary will state the date your final payment is due. Any reservations not paid in full on or before your final payment date is subject to cancellation, with no notice and no refund of payments made.

**LATE PAYMENT:** If your travel itinerary is not paid in full by the Final Payment Due, a late fee \$100.00 will automatically be assessed one day after your final payment date. This fee is **non-refundable** and **non-negotiable**.

**REINSTATEMENT OF RESERVATIONS:** If your travel reservations have been cancelled, and you notify us within 14 calendar days of cancellation that you want to reinstate your

reservation, a service reinstatement fee of \$100.00 (\$200.00 for international tours) will be added to your invoice and must be paid in advance in order to apply for reconfirmation of services.

In the case where a reservation is canceled and reinstated, it is not guaranteed that the passenger will receive the same exact itinerary for the same price. This will be considered a new reservation and subject to the pricing and terms and conditions at the time the reservation is reinstated. Passenger understands that the passenger will be responsible for any increase in travel costs upon reinstatement of the reservation.

**RESERVATION CHANGES:** Changes to an existing reservation, whatever the cause, will incur a \$50.00 per person charge plus any additional supplier fees. This includes name changes\* and removal of any services such as optional tours and transfers.

*\*Please note that name changes to airline reservations are subject to full cancellation and rebooking.*

**CANCELLATIONS:** To cancel your vacation, Travel Agency charges a non-refundable fee of \$100.00. This fee is payable at the time of the cancellation request and the vacation will not be canceled until this fee is paid. Unless otherwise stated in your travel proposal, you can cancel and receive a refund of your vacation payments, less your non-refundable deposit and any supplier-imposed penalties. There is no refund if the vacation is canceled after final payment date. All cancellations must be in writing to [sheila@thegenesistravel.com].

**TRAVELING WITH A ROOMMATE:** If you are traveling with a roommate, to receive the best prices, you and the roommate must reserve your travel itinerary at the same time. If your roommate chooses not to travel, the roommate will be subject to the cancellation policies stated in these terms & conditions and in the proposal. The traveling party may be subject to an increased fee in the form of a single supplement or the travel package may need to be quoted and rebooked. Please contact Travel Agent if this occurs to determine the best course of action based on your itinerary. Travel Agency does not offer roommate matching service and is not responsible for any increased costs or other monetary damages in case a roommate chooses to no longer travel. Unless stated otherwise in the proposal, monies deposited are not transferable.

### **GROUP TRAVEL**

**AFFINITY GROUP:** Travel Agency is proud to provide travel accommodations for you and your group. As Group Leader, there will be a separate Group Leader Agreement that will detail the group's rights and responsibilities. These terms and conditions are incorporated into the Group Leader Agreement and applicable to all passengers in the group. If any of these terms contradict

with the terms of the Group Leader Agreement, the terms of the group travel itinerary and contract will prevail.

**SPONSORED GROUP:** Travel Agency sponsors group vacations. These group vacations may include additional amenities, such as ground transportation or meals. Additional terms may be included in the group travel itinerary. These terms & conditions are incorporated in the group travel itinerary. If any of these terms contradict with the terms of the group travel itinerary, the terms of the group travel itinerary will prevail.

**Payments:** All payments made towards a group vacation are **non-refundable**, unless stated different on the group advertisement.

**Meals:** As specified in each itinerary, meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although Travel Agency cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure at [sheila@thegenesistravel.com].

**Accommodations:** Travel Agency group travel accommodations are generally based upon double-occupancy with two-bed configuration. If other bed configurations are required, this must be stated at the time of reservation. Alternate bed configurations are not guaranteed and are at the discretion of the hotel. Our group reservations are at hotels that rate as 4\* and above. Alternate group hotel reservations may need to be made for reasons outside of Travel Agency's control. If this is the case, Travel Agency will seek to find alternative accommodations at a similarly rated hotel or higher. There may be an increased cost to change hotel accommodations. Travel Agency will make our best efforts to not have an increased cost if the hotel changes, but passenger will be responsible for any price difference if Travel Agency is unable to change the hotel without incurring an additional fee.

**Luggage:** All Travel Agency's escorted tours allow one piece of luggage per person, plus carry-on bag. It is understood that the airline may allow passenger to check more than one-piece of luggage. For the sake of the group tour, we can only allow for one piece of luggage. Additional luggage may be subject to a handling charge of \$100.00 per piece. As Travel Agency will not be responsible for loss or damage to luggage and personal belongings, you **MUST** report any loss or damage immediately at the time of the incident and obtain a written report from the local authority if you wish to submit the claim to your insurance provider.

**Ground Transportation:** Travel Agency may include ground transportation upon arrival and departure from the travel location. Travel Agency will use its best efforts to secure safe and reliable transportation. If applicable, it is the passenger's responsibility to provide Travel Agency with information necessary to secure the ground transportation upon arrival to/departure from the

vacation location at least four (4) weeks prior to the date of travel. If the passenger is unable to meet the ground transportation provider at the scheduled date/time, regardless of the reason, passenger is responsible for any and all costs associated with the cancellation/rescheduling of the ground transportation. Ground transportation costs are non-refundable.

***Upgrades:*** Travel Agency may offer upgrades to the travel experience. These upgrades may be at an additional cost to the passenger, are not guaranteed and are subject to availability.

***Sightseeing & Itinerary:*** Travel Agency's group vacations have been designed to accommodate solo travelers as well as groups. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is the passenger's responsibility to arrive on time for all scheduled flights, cruises, and package components. With many of the preplanned tours, it is vital that the group remains within the scheduled time. If a passenger is running late, there is no guarantee that the group can wait. Passenger is responsible for all costs and additional fees or penalties if they are unable to meet the group at the preassigned time.

Passenger is not required to attend the prepackaged tours. If you choose not to attend any or all of the tours, there is no refund, partial or otherwise for that tour. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. Passenger may find that they are traveling with a sizeable group or only with their own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers with Disabilities".

On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour or locations visited. Therefore, we reserve the right to adjust the tour sequence. In such cases there will be no cost adjustment.

National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however, Travel Agency will decide based on the conditions whether to amend an itinerary. Travel Agency itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

Passenger is responsible for bringing the necessary documentation when sightseeing and attending the attractions or excursions. You are responsible for confirming that they have the proper documentation or risk being unable to participate in that activity or attraction. Travel Agency will not be held responsible if you are unable to participate in the activity or attraction because you do not have the proper identification or documentation and no refund will be given, partial or otherwise, because you were unable to participate in the activity.

**Group Harmony:** To ensure the desired group synergy, Travel Agency reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs, theft, fighting, not following the rules and laws of the vacation location, hotel/resort, etc. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, is the sole responsibility of the passenger and their traveling companions. All unused services are non-refundable.

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## **INTERNATIONAL TRAVEL ENTRY REQUIREMENTS**

International locations have different entry rules and requirements than traveling within the United States. Preapproval or a visa may be required prior to entry. It is the passenger's responsibility to ensure that they meet eligibility requirements and have the proper documentation to enter another country. This information can generally be found at the country's consulate website. Travel agency is not responsible if passenger is denied entry into a country for any reason, including, but not limited to, not possessing the proper visa or having a criminal record.

## **POLICIES OF COMMON CARRIERS**

**GENERAL POLICIES:** TSA regulations require that passenger information entered into common carrier reservation systems match the passenger's information as listed on their passport or other government-issued id. Passengers are responsible to provide Travel Agency with the correct spelling and listing of their name as it appears on their passport (or other government-issued I.D.), as well as date of birth, gender, address, phone number, and email for all passengers traveling together. Passengers are responsible for ensuring that the identifying information listed on their invoice and travel documents are correct. Travel Agency will not be responsible for passengers who incur fees or are denied travel due to inaccurate information.

**AIRLINES:** Airline schedules and flights are subject to change without notice. Travel Agency is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes or missed flights. In the case that Travel Agency purchases airline tickets on your

behalf, Travel Agency will follow the policies of the airlines, which may change at any time. Most airline tickets require immediate and full payment of the airfare upon booking. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

Travel Agency will do its best to use major carriers for their flights. There may be times when discount carriers are used. In the case where the airline policy conflicts with this policy, the airline policy will prevail, with the exception of the luggage requirement stated in the group vacation itinerary. Travel Agency is not responsible for the services and policies imposed by the airlines.

*Airline Seat & Class Assignments:* The airlines bear sole responsibility and authority of assigning seats and class of service. Travel Agency will put forth best efforts to select the passenger's desired seat in the passenger's desired class. Travel Agency is not responsible for seat assignment or class changes made by the airlines.

*Airline Frequent Flier Programs:* Passenger is responsible for contacting their airline directly regarding mileage eligibility and accrual. As a courtesy, Travel Agency will provide frequent flier information to the airline. Travel Agency is not responsible for eligibility and administration of airline frequent flyer programs. Not all air reservations are eligible to accrue frequent flier miles or frequent flier benefits. Please check with the appropriate air carrier regarding their program rules and eligibility.

*Known Traveler Programs:* Passenger is responsible for adding TSA Precheck or Global Entry to their air reservation. If provided at time of reservation, Travel Agency will put forth our best efforts to add such information to the passenger's air reservation. It is the responsibility of the passenger to confirm that this information is added to their reservation. Travel Agency does not administer either of these programs or determine eligibility of these programs. Travel Agency will not be responsible if passenger is denied use of these programs.

*Airline Name Changes:* Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee. Travel Agency will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at [sheila@thegenesistravel.com].

*Airline Schedule Changes:* (Note: This section only applies to air accommodations secured through the Travel Agency.) In the event of an airline schedule change, Travel Agency will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Travel Agency is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Travel Agency is unable to provide



compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise Travel Agency of amended flight details in writing at [sheila@thegenesistravel.com]. Travel Agency is not responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

*Luggage (Airlines):* Each airline has different rules regarding checked and carry-on luggage, including size, weight and charges for said luggage. It is the passenger's responsibility to know and abide by the airline's luggage rules and regulations. Travel Agency is not responsible for any luggage fees or lost or damaged luggage.

**CRUISES:** Cruise itineraries, cruise cabins and ships are subject to change without notice. Travel Agency takes no responsibility for ship substitutions, cabin changes or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees.

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**RAIL:** Once full payment is received, rail tickets will be issued and are subject to the refund and cancellation policies of the rail carrier. Once issued, rail tickets are valid for the dates and times specified. Changes and exchanges may be subject to local charges, fees, and fare increases. Travel Agency does not control seat assignments which are entirely at the discretion of the rail companies.

**HOTEL ACCOMMODATIONS:** All rooms requested will be based upon passenger specifications at the time the travel itinerary is confirmed. Please understand although we will make a bed type request on your behalf, bed types are subject to availability. Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis. Hotel check-in and check-out times will be listed on the final travel itinerary. It is passenger's responsibility to confirm hotel check-in/check-out times. All hotel rates are based on Travel Agency's agreements with its suppliers and are not negotiable.

**HOTEL/RESORT/CRUISE DEPOSIT:** Some hotels/resorts/cruises may require a security deposit to pay for any damage caused to the accommodations or to cover incidental charges (room service, parking, etc.) The amount of the deposit is determined by the hotel/resort/cruise. It is advised that you use a major credit card for your security deposit. Using your debit card will take that money from your bank account and it will not be refunded until the conclusion of your stay. The processing time for the refund is determined by your banking institution.

**GROUND TRANSPORTATION:** Passengers may request ground transportation be included with their travel package for an additional cost. Transfers can be provided either via a car, minibus, or motor coach, depending on the number of passengers traveling and by passenger request. Ground transportation generally waits up to one (1) hour after plane arrival or departure from

accommodations. This is a general rule and it is passenger's responsibility to review their travel documents to confirm the rules of the transportation company. If passenger does not meet the ground transportation within the timeframe, the transportation may be cancelled with no refund. Transfer costs are non-refundable, and any additional expenses will be passenger's responsibility.

## **HEALTH & SAFETY**

**MEDICAL SERVICES:** There may be times where passengers may need medical attention. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. Travel Agency are not responsible for the services provided. It is highly recommended that the passenger secure travel insurance in case there is an unforeseen need for medical attention.

**HEALTH REQUIREMENTS:** Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: <https://www.transportation.gov/airconsumer/spray>.

## **TRAVELERS WITH DISABILITIES**

We at Travel Agency want all of our clients to enjoy their travel itinerary and excursions. We also understand that not everyone may have the same capabilities as others. **If you or anyone in your party requires any form of assistance, including but not limited to, physical assistance, sight or hearing impairments, you are required to notify Travel Agency prior to reserving travel.** We will review with you the itinerary and physical requirements of the vacation to ensure we can work with your disabilities. If it is decided that the tour/vacation works for you and additional services are needed, you must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide

such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for everyone's safety. The travel itinerary is subject to change prior to or during the vacation for various reasons outside of Travel Agency's control. If this occurs, the vacation may not be best suited for you. You agree and hold Travel Agency harmless if this occurs and you are unable to fully participate in the tours/vacation. No refunds, partial or otherwise, will be provided in the case of an unscheduled itinerary change.

Travel Agency reserves the right to reject participation or remove any individual from a tour/vacation if notification of any disabilities was not previously provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. Some activities may have weight limits. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Travel Agency can suggest touring options based upon specific requirements.

#### **WHEELCHAIRS & WALKERS:**

*Travel within the US:* Pursuant to the Americans with Disabilities Act (the ADA), Travel Agency will use our best efforts to accommodate travelers with disabilities to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that a certain tour features may not be accessible to the extent that a wheelchair, scooter, or other special equipment to participate are required. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Travel Agency will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

*International Travel:* Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers or motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches and river cruises.

**SERVICE ANIMALS:** Passengers on USA escorted tours who require a service animal because of a disability must contact Travel Agency prior to booking a tour. Passenger is responsible for knowing and abiding by the travel policies of the carriers and hotels/resorts. Service animals cannot be accommodated at international locations.

## **CHARGEBACKS**

We at Travel Agency understand that travel may not go as planned. If there is any refund owed, Travel Agency will put forth our best efforts to provide that refund to the passenger. Travel Agency works with third parties and there may be a delay in obtaining refunds from that third party to then provide passenger with the refund. This process may take a while. We ask for patience in this process and that you do not request a chargeback with your credit card company. Going through this process will cause a delay in the refund process.

If you decide to request a chargeback from your credit card company, Travel Agency must charge a \$100.00 fee to cover the time and effort to provide information to your credit card company. This will be charged regardless if the chargeback is successful.

## **RELEASE FROM LIABILITY**

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Travel Agency, its shareholders, directors, officers, employees and affiliates, does not own or operate any entity that provides goods or services for your vacation including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Travel Agency is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Travel Agency has no control over the activities at resorts or locations. Passenger is aware that the facility may change, postpone, or cancel any scheduled activities and passenger holds Travel Agency harmless if this occurs.

Without limitation, Travel Agency is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, items listed in the force majeure clause, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat

thereof or for any other cause beyond the direct control of Travel Agency. In addition, I release Travel Agency from its own negligence and assume all risk thereof.

### **FORCE MAJEURE**

There may be times when either party are unable to perform, or complete performance, under the travel contract for reasons out of each other's control. These are called force majeure events and if occurs, make performing under the contract inadvisable, commercially impracticable, illegal, or impossible. Events that may trigger this provision include, but are not limited to, acts of God, acts of government, acts of war or civil unrest, insurrection or revolts, military action, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, pandemics, epidemics, illnesses or health conditions prevalent in the area of travel, earthquakes, hurricanes, lightning, and explosions, unexpected legislation, or any other event outside the reasonable control of either party.

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In the event that a force majeure event occurs, the parties will look to and follow the cancellation policies of the suppliers, what is stated in the travel proposal and these terms & conditions. Any changes to those policies are at the sole discretion of the supplier (if applicable) and Travel Agency. Passenger will be informed of their options if a force majeure event occurs.

### **TRAVEL & COVID-19**

In Spring 2020, the World Health Organization (WHO) declared the Novel Coronavirus (COVID-19) a worldwide pandemic. The Center for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing, wearing a mask or face covering and keeping at least 6 feet away from others. If contracted, this virus has the ability to cause the traveler serious and severe illness. For more information on the COVID-19 virus, please visit the CDC webpage at [www.cdc.gov](http://www.cdc.gov).

By purchasing a travel through Travel Agency, you understand that COVID-19 is a highly contagious virus that can be spread via person-to-person contact. Travel agency will take reasonable efforts to provide the best available information regarding the pandemic-protective policies and practices of the vendors and suppliers in the travel itinerary.

As a traveler, you understand that travel agency's supplier(s) may have policies in place to help prevent the spread of COVID-19. Travel agency is not the drafter or holder of those policies and these policies can change at any time. The supplier(s) may not apply those policies as diligently as

the policies suggest and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate.

Each state/country institutes their own pandemic-protective policies and regulations. As a traveler, you further understand that you are responsible for knowing, understanding and abiding by the pandemic-protective policies and procedures regarding COVID-19 of all state(s)/country(ies) listed in the travel itinerary, including any policy updates. Entry into another country may be denied for reasons within or outside of anyone's control. By traveling, you can be subject to voluntary or involuntary quarantine either at home or in the traveled location(s). You are responsible for knowing, understanding and abiding by the pandemic-protective policies and procedures regarding COVID-19 of all vendors used in your travel itinerary, including any policy updates.

With full awareness and appreciation of the risks involved, you, for yourself, and on behalf of my traveling companions, including, but not limited to, your family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release travel agency its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with travel agency. You agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of travel agency services, or the services of travel agency's suppliers or vendors, specifically related to COVID-19.

### **TRAVEL INSURANCE:**

Working with Travel Agency to purchase your vacation is an investment. Protect your investment by securing travel insurance. Travel insurance can assist with reimbursing you for the cost of your vacation due to events out of your control, such as illness, injury or death of you or a close family member. It can also assist if you become ill while traveling or are quarantined. Travel Agency is not responsible for any costs associated with the risks of traveling or having to cancel your vacation for reasons within or outside of your control. Travel insurance is not a requirement but is **HIGHLY RECOMMENDED**.

### **ASSUMPTION OF RISK:**

Passenger is aware that the travel itinerary may involve hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Travel Agency, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. Passenger is aware that weather conditions may not be desirable, severe, adverse and/or unpleasant. Passenger is also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the vacation.

In order to partake of the enjoyment and excitement of this vacation, passenger affirms that I am willing to accept the risks and uncertainty involved as being an integral part of my vacation. Passenger hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Travel Agency and agree to hold harmless and release Travel Agency from claims of third-party negligence. Passenger understands the physical requirements of the activity(ies) in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this vacation and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. Passenger hereby authorizes Travel Agency or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

### **BINDING ARBITRATION:**

Passenger agrees that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Florida law and will take place in Broward, County, Florida.

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

### **MODIFICATION & WAIVER**

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. No failure of Company to exercise any power reserved to it under this Agreement, or to insist upon strict compliance by the Contractor with any obligation or condition under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, shall constitute a waiver of Company's right to demand exact compliance with the terms of this Agreement.

### **VOLUNTARY PARTICIPATION:**

Passenger acknowledges that I have voluntarily chosen to participate on the vacation illustrated in the travel proposal and that I have read the description of the vacation, together with all information contained on the itinerary. I am voluntarily participating in this vacation with knowledge of the hazards involved.

### **PHOTOGRAPHIC RELEASE:**

Travel Agency may take photographs or video that are posted on Travel Agency's website and social media pages. By virtue of attending a Travel Agency sponsored vacation, you are granting Travel Agency permission to post your photo and likeness in any and all promotional and commercial materials and on the Internet without payment of any compensation to you. If you do not wish to be included in Travel Agency's photos or videos, please advise Travel Agency at least four (4) weeks prior to attending the vacation.

Passenger may take their own photos and video and share this media with Travel Agency. Passenger agrees that Travel Agency has permission to post your photo and likeness in any and all promotional and commercial materials and on the Internet without payment of any compensation to you.

### **EMAIL OPT-IN**

As a customer of the travel agency, you may, from time to time, receive promotional emails. You agree that by virtue of being a customer, that your name and email address, as well as the names



and email addresses of your traveling companions 18 or over, are added to the agency's email distribution list. You may unsubscribe from the list at any time.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that it is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

### **SEVERABILITY**

If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

### **KNOWING AND VOLUNTARY EXECUTION:**

Passenger agrees that I have carefully read these Terms and Conditions and the vacation itinerary, and fully understand its contents, including cancellation policies and penalties. I am aware that this is a release of liability and a contract between myself and Travel Agency and agree of my own free will. By submitting a deposit, I agree to these Terms & Conditions and Travel Agency's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.