

## ADDITIONAL TERMS AND CONDITIONS

The following Additional Terms and Conditions are incorporated into the Agreement:

### Passports and Visas

A valid passport is required for each person traveling on our international programs. **Travelers are responsible for obtaining any required visas. If you are not a U.S. citizen and therefore are not carrying a U.S. passport, you must contact the appropriate consular office for entry requirements pertaining to your trip, as Company is not responsible for providing you with this information or documentation.** Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport or you could be denied boarding. Company assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport.

### Medical Issues & Physical Capabilities

So that you may enjoy your Wisdom Quest to its fullest, we recommend that you select a trip that is suitable to your physical capabilities. It is traveler's responsibility to: obtain adequate health insurance for the trip; have all appropriate vaccinations; stay informed of any health risks associated with any locations to be visited on the trip; and make adequate provision for traveler's removal from any location, should such removal become necessary. Certain countries have a requirement for foreign visitors to have valid medical insurance upon entry, and it is traveler's responsibility to obtain such insurance.

Certain trips require considerable walking, often on uneven or cobblestone streets. Some sites can only be accessed on foot and involve stairs and inclines. Company cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that some trips cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain trip features may be restricted.

Pursuant to the Americans with Disabilities Act (the ADA), Company endeavors to "reasonably accommodate" disabled travelers on domestic portions of trips. However, the ADA does not apply to service providers outside of the United States. For these reasons, you are required to advise us in writing at the time of entering into this Agreement or, if later,

immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the trip, may result in a refusal to allow you to take the trip. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Company and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills. Company reserves the right to decline any participant whose condition, in our opinion, or in the opinion of a third party, may affect the health and safety of other travelers.

Company is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Company responsible for the quality of medical care, or lack thereof, you may receive while on the trip. You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted. Because many of the trip accommodations and transportation facilities are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers. Certain trip features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers.

All health, medical, or other personal services provided in connection with your trip, if any, are provided solely for your convenience and benefit and you may be charged for such services. You accept and use medicine, medical treatment, and other personal services available on the trip at your sole risk and expense without liability or responsibility of Company whatsoever. Doctors, nurses or other medical or service personnel work directly for the passenger and shall not be considered to be acting under the control or supervision of Company, since Company is not a medical provider. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers, and other service

personnel shall be considered independent contractors who work directly for the traveler.

In connection with your trip, Company shall not be liable to you for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such attributable to passenger's physical injury or as the result of passenger having been at actual risk of immediate physical injury proximately caused by Company negligence.

#### **Responsibilities & Certain Liabilities**

Company reserves the right to decline to accept or retain any person as a member of any trip or to cancel or alter the trip without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Company further reserves the right to remove any person from a trip whose presence is disruptive to other trip participants, to Company representatives, or to third parties involved with a trip. Should this occur, you will forfeit the trip cost, and Company shall have no liability, financial or otherwise.

Company reserves the right to take photographic or film records of any of its trips and participants (including you), and third parties who interact with participants, and/or to use such photographic or film records for promotional and/or commercial purposes. By traveling with Company, you consent to the use of your image and likeness for these limited purposes.

The responsibility of Company, its officers/directors, employees, and agents is strictly limited. As a trip organizer, Company organizes, promotes, and sells trip programs consisting of certain travel services, including surface, air, and water transportation, sightseeing excursions, and cruise/hotel accommodations, that Company may purchase or reserve from various suppliers (collectively, "Suppliers"). Company does not own or operate any of these Suppliers. The Suppliers providing travel services for Company's tour programs are independent contractors and are not agents or employees of Company. As such, Company is not responsible for direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond its control, including, without limitation, any negligent or willful act or failure to act of, or breach of contract by, any Supplier or any other third party.

Without limiting the foregoing, Company is not responsible for any losses or expenses due to delays or changes in schedules, overbooking or downgrading of accommodations, defaults by any third parties, including Suppliers, mechanical or other failure of

airplanes or other means of transportation, or the failure of any transportation mechanism to arrive or depart on time. Company is not responsible for acts of God or force majeure events, sanitation problems, lack of medical care, sickness, weather conditions, strikes and other labor activities, acts of terrorism, acts of war (declared or undeclared), quarantines, embargoes, blockades, criminal activities, or any other act or event beyond the direct control of Company.

Company reserves the right to change the itinerary of a trip without prior notice. If the trip is canceled by Company for any reason, Company shall have no liability beyond the refund of participants' payments received by Company.

Company reserves the right to change the departure date of any trip as well as to cancel a trip or extension that does not attain a minimal level of participation.

#### **Safety & Security**

Company organizes trips in many countries around the world. You agree to assume responsibility for your own safety, and Company cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, and safety and security, may differ significantly from those found in the United States. At any given moment there are also likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United States Department of State and other governmental and tourist organizations provide information on foreign countries, including details of local conditions in specified cities and countries according to such agency's perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. We assume no responsibility for gathering such information or providing it to you.

Company will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Company will also not be responsible for the lodging, meals, return transportation, or other expenses incurred by such tour participant.

#### **Disclaimer of Warranties**

Company warrants only that the trip shall be generally, though in view of the vagaries of travel, not necessarily precisely, as described, and subject to changes and the other terms and conditions herein. All other warranties, express and implied, including warranties of fitness for a specific purpose and merchantability are expressly excluded. There is no

warranty that extends beyond the description of the face hereof.

#### **Disclaimer of Liability**

To the extent there is any conflict between this Disclaimer of Liability section of this Agreement and any other provision of this Agreement, this section will control. Neither Company nor its employees or agents ("Released Parties") shall be responsible or liable for cancellations, acts of other service providers, diversions or substitution of equipment or any act, variation, postponement, omission or default by air carriers, land carriers, hoteliers or hotels, transportation companies, or any other persons providing services or accommodations to travelers including any results thereof, such as changes in services, accommodations, or facilities. Nor shall the Released parties be liable for loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence, or delay from the act, error, omission default or negligence of any person not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, or officer or employee of the same. The Released Parties shall not be liable for indirect, special or consequential damages. All baggage and personal effects are at all times and in all circumstances at the risk of the traveler. The released parties are not responsible for any criminal or other conduct by third parties, whether criminal, intentional, grossly negligent, negligent, or otherwise.

Additional risks and dangers may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, automobile, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, differing standards of safety, risks associated with water, food, plants, insects and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. **You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks.** As lawful consideration for this Agreement with Company to participate in the trip and related activities, you agree you will not make a claim against Company or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling

to or from, or in any and every other way participating in the trip. You fully release, agree to hold harmless, and indemnify, the Release Parties from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors accompanying you. This agreement also binds your heirs, legal representatives, and assigns.

#### **Complete Agreement**

This Agreement, including these Additional Terms and Conditions, represent the entire agreement between the parties. To the extent that there is a conflict between this Agreement and any other agreement (verbal or written) with Company, this Agreement will take precedent and control.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. This Agreement may be amended only by an agreement in writing executed by Company and Traveler.

If any party institutes a suit or other proceeding against any other party in any way connected with this Agreement or its enforcement, the prevailing party to any such action shall be entitled to recover from the other party reasonable attorney's fees (not to exceed the actual attorney's fees incurred), witness fees and expenses, and court costs in connection with said suit or proceeding at both trial and appellate levels, regardless of whether any such action or proceeding is prosecuted to judgment.

This Agreement and your relationship with Company shall be governed by and construed in accordance with the laws of the State of Arizona without consideration of the conflict of laws principles thereof. Venue for all disputes arising under or in respect of this Agreement shall lie before any court of competent jurisdiction located in Maricopa County. Any action for damages, whether arising from contract, tort, or otherwise must be brought within one year from the date of departure or shall be irrevocably waived.