



America Tours and Travel, LLC Terms and Conditions Agreement

Tour Price: The tour price is based upon an agreed minimum number of fully paying travelers and specific activities outlined in the sample itinerary. Failure to reach the minimum number of paying participants and/or adding new activities to the tour may necessitate an increase in the final tour price. Fees for one checked bag per person are included in airline packages. Travel protection insurance, including medical, baggage, and trip cancellation/interruption, is not included in the cost of the tour but is available. ****We strongly recommend each tour participant purchase travel protection insurance at the time of registration.***

Payment Options: Upon online registration and payment of deposit based on the trip's mode of transportation, participants may pay in full or choose to pay with equal monthly payments based on the trip payment plan. Payments must be made online according to the established monthly payment plan to maintain your trip reservation. **Accounts must be paid in full 60 days before departure date unless noted. If the balance is not paid by the stipulated date, the right is reserved to cancel the booking(s) without further notice and without a refund.**

Refunds & Cancellations: If the trip is canceled due to the minimum number of travelers not being met, all payments made to us will be refunded. Once the trip is confirmed, if a registrant chooses to cancel the trip, the deposit amount will be forfeited. Suppose the Group Leader or other entity associated with the Group Leader chooses to change the trip location or the departure date. In that case, the standard cancellation policy remains effective for the original departure date. To cancel your reservation, simply go to your trip dashboard and initiate the cancellation process. ****We strongly recommend each tour participant purchase the Enhanced Travel Protection at the time of registration, which includes Cancel for Any Reason coverage.***

If the registrant chooses to cancel their reservation and finds a NEW replacement, the account funds can be transferred in full to the new replacement's account. Transfers cannot be made to a person who is already registered for the tour. Name change fees may apply for groups that are flying if the list of registrants has been submitted to the airlines, usually about 60 days before departure.

If a trip is canceled by an individual, the Group Leader, or another entity associated with the Group Leader before 150 days from the departure date, all deposits will be forfeited. If cancellation is 150 - 121 days before departure, the participant(s) will forfeit 50% of the trip price or total amount paid. If the cancellation is made 60-120 days before the group's departure, the participant will forfeit 75% of the trip price or total amount paid. If airline tickets have been purchased, the airline may only issue air travel credit to the traveler(s). If the cancellation is made under 60 days before the departure date, the participant will forfeit 100% of the trip price or total amount paid. No refunds will be issued for trip interruption. ****We strongly recommend each tour participant purchase the Enhanced Travel Protection at the time of registration, which includes Cancel for Any Reason coverage.***

Responsibility Clause: America Tours and Travel, LLC and its employees, shareholders, agents, and representatives use third-party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. America Tours and Travel, LLC is an independent contractor, not an employee, agent, or representative of any of these suppliers. America Tours and Travel, LLC does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other entity that supplies services related to your tour. America Tours and Travel, LLC is not affiliated with any other tour

operator. All suppliers are independent contractors, not agents, employees, or representatives of America Tours and Travel, LLC. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier. By accepting the coupons, vouchers, and tickets or utilizing the services, all customers agree that neither America Tours and Travel, LLC, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of America Tours and Travel, LLC. America Tours and Travel, LLC assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and America Tours and Travel, LLC shall be relieved of any obligations under these terms and conditions in the event of any acts of force majeure, strike, labor dispute, act of God, or government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, worldwide pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, government - imposed travel restrictions or closures, or cancellation. America Tours and Travel, LLC accepts no responsibility for lost or stolen items. America Tours and Travel, LLC reserves the right to refuse any registrant or potential registrant at its sole discretion.

Additional Risks: 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 significant dangers are involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with America Tours and Travel, LLC to participate in such trips and activities, you agree you will not make a claim against America Tours and Travel, LLC, its related companies, 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 release America Tours and Travel, LLC, its related companies, and its personnel 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 family and party members, including minors accompanying you. This agreement also binds your heirs, legal representatives, and assigns. **Security** is a major concern to all of us, and the situation globally is constantly changing. Events worldwide, coupled with the "Travel Advisories" put out by various governments, may sometimes necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your travel decisions. Where the guest occupies a motor coach seat fitted with a safety belt, neither America Tours and Travel, LLC nor the Operator nor its agents or cooperating organizations or service providers will be liable for any injury, illness, or death or any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Any likeness (video or photograph) taken of a tour participant or any statement or comment made by a tour participant may be used, published, or reproduced for promotion, distribution, or advertising in print or digital media by America Tours and Travel, LLC, without compensation.