

## Terms and Conditions

Val's Travel (hereinafter "Val's Travel," "we," "us," "our") is a professional travel advisor that plans and tailor trips to your taste across the globe. You will get the benefit of our skill, expertise and training, as we utilize our industry connections to plan a trip rich in flavor, history, and adventure. Whether you are planning a romantic getaway or a vacation with friends, our white glove service and individualized interties created to everyone's interest will set you on the adventure of a life time. We are excited to serve our clients (hereinafter "traveler," "you") in taking over your travel planning to do list so that you can start crossing things off your adventure bucket list.

### 1. CONTRACT

We draw your attention to the terms and conditions of travel herein ("Terms and Conditions"), such Terms and Conditions including all brochures, documents, correspondence, and the terms and conditions of our Suppliers (as herein defined) form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By planning travel with Val's Travel, you agree to be bound by these terms and acknowledge that Val's Travel acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("Supplier(s)") and is not the source or provider of the travel services. By asking us to confirm your booking you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the Terms and Conditions of this contract ("Contract") and agree with it.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms and Conditions with all travelers in their group.

You represent and warrant that you are (a) at least 18 years of age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct.

### 2. VIOLATIONS BY YOU

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel related product or service.

### 3. CHANGES TO THESE TERMS AND CONDITIONS

Val's Travel reserves the right, in our sole discretion, to change these Terms and Conditions at any time. All offers, incentives and Supplier promotions are subject to availability and may change without notice. Prospective Clients are advised to reserve early to avoid disappointment, increases in fares and additional late booking fees. Upon making changes, we will notify you via the email address you provide to us at booking. The current terms will apply to your booking. You must therefore be familiar with the terms in effect at the time you book. Your continued use of our services, including continuing to use or maintain any bookings after notice of any changes to the terms and conditions constitutes your consent to the changes.

#### **4. COVID 19 RELEASE OF LIABILITY**

By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19 or any other diseases, viruses, etc. and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 (or other diseases, viruses, etc.) by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, which cannot be controlled or eliminated by Val's Travel.

You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination or proof of negative testing. Stopover countries requirements will also apply. On your return home, additional testing, requirements, or documentation may be required. You are responsible for understanding these requirements and must not rely on Val's Travel to provide these details. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID 19 (or other diseases, viruses, etc.), Val's Travel has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Val's Travel shall not be liable for any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (collectively, the "Releasers"), HEREBY RELEASE, AND HOLD HARMLESS Val's Travel, its owners, members, agents, and/or employees, and Suppliers (collectively, the "Releasees"), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19 or any other infectious diseases, viruses, etc., WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL

LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

## **5. SCOPE/AGENCY**

Val's Travel does not provide, own, or control the travel services and products that are or may be provided as part of your trip, such as flights, accommodations, cruise, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled, or made available by vetted third parties (the "Suppliers") such as airlines, hotels, cruise lines, and tour operators. The Suppliers are responsible for the Travel Products. The Supplier's terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Val's Travel does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Val's Travel acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other privileges, or services for the travelers' benefit, and on the express condition that Val's Travel shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

## **6. BOOKING/PAYMENT**

If you are wondering how to get started, simply make an inquiry. Together we will discuss you and your travel wants and needs. If you decide that Val's Travel is the right fit for planning your next dream vacation, you will pay the planning fee, and enter into a client agreement with us. As you probably know from planning trips in the past, travel planning takes time and effort. Along with saving you that time, we also bring our expertise and connections in the travel industry to the table to provide you with the best custom itinerary. Our planning fee for your trip is based on those factors and is non-refundable even if you cancel your trip or decide not to book.

After we receive the professional service fee, if any, we will go to work for you planning your dream vacation. We charge a onetime planning fee per household trip for white glove planning which allows us to plan, research and book every element of your vacation all while staying in your budget and aligning with your personal travel style. We charge a \$200 planning fee per household per trip. For group travel planning, we charge a \$300 group planning fee for research of the trip which may be split upon the group's discretion. Each group traveler will also be charged a \$200 white glove service fee in addition to the group planning fee. If we book *only* your airfare for a trip, we charge a \$60 planning fee per person for the airline tickets. The airline ticket fee may be waived if the package trip already includes airfare within the price. You will have thirty days to make up to two revisions without charge, provided, however, that changes to the dates or destination will incur a non-refundable \$25 fee. An additional non-refundable fee of \$100 per change will be assessed for changes made within 31 days prior to departure. If such changes necessitate cancellation of confirmed air or ground arrangements, unrecoverable costs will be added to the change fee.

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Upon booking, we will provide you with instructions for payments and all due dates. You must make all payments in full and on time. If you are booking within 60 days of the departure date, full payment will be due at the time of booking confirmation. If full payment is not received by the due date on your invoice, we reserve the right to cancel your travel and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional money.

After booking you will receive your final itinerary with an invoice with payment information and other important travel information. Any changes made after receipt of the final itinerary will incur the change fees set forth above in addition to any charges and fees of the supplier. Your invoice is subject to change until you receive confirmation that your travel is booked. Deposits are typically NON-REFUNDABLE, unless stated otherwise in the terms and conditions of the Supplier.

*Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible of any corrections.*

### **7. AIR RESERVATIONS**

Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier such as for example baggage fees.

Names provided to secure reservations must match travelers' respective passports. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. **WHEN YOU RECEIVE ANY AND ALL TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND VERIFY ALL INFORMATION FOR ACCURACY. CONTACT VAL'S TRAVEL IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED.**

### **8. CREDIT CARD BOOKINGS**

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us an authorization for every transaction for your trip.

Your authorization is an agreement for us and/or the supplier to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Val's Travel retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Val's Travel or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

## **9. PRICE AND RATE CHANGES**

The price listed in your proposal will be based on known costs at the date of issue of the proposal. All prices we advertise are accurate at the date issued, but we reserve the right to change any of those prices from time to time as the suppliers adjust the prices. Prices that include costs for fuel and local taxes that are estimated at the date of issue and are subject to change. At the time of booking confirmation, we will provide you with an invoice reflecting the current price and particular inclusions.

Upon payment of your deposit and confirmation of your booking, your price will be locked in with the exception of any increases or decreases resulting from fuel, airport charges, scheduled air fares and other transport charges which form part of your contract with the transport provider, dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes, port fees, or fees payable for services. We reserve the right to add a supplement to your travel prices should these additional fees apply to our booking, until we receive your final payment. If your booking is impacted by the adjusted fees, we reserve the right to increase or decrease the price of your travel and will forward a new Invoice reflecting any changes made. After final payment, your price is locked in.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

## **10. CANCELLATION**

Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Our personal service fee, if any, is always non-refundable. All Suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the supplier's terms and conditions. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Val's Travel. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a supplier's failure to pay a refund, or for supplier bankruptcy or insolvency. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

**If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we *strongly encourage* the purchase of a travel protection plan including additional cancel for any reason coverage.**

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refund.

Cancellation policies for cruises vary by cruise line. You will be advised of their cancellation policy at the time of booking.

## **11. CHANGES AND CANCELLATION BY THE SUPPLIER**

We will inform you as soon as reasonably possible if a supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

If between time and/or during actual travel, circumstances require changes, Val's Travel and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Val's Travel bears no responsibility for any changes. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on a trip. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Val's Travel cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

## **12. CLIENT CONDUCT**

Each participant in any trip escorted by Val's Travel is expected to act responsibly and adhere to all behavior guidelines established by Val's Travel and our Suppliers. Val's Travel and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location

or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book with Val's Travel, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Val's Travel or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

### **13. NO REFUND FOR UNUSED ARRANGEMENTS**

As Val's Travel prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while your trip is in progress, there is no refund for the unused portion.

Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

### **14. FORCE MAJEURE**

Val's Travel assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Val's Travel that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers, we will refund these to you without any charge by Val's Travel. Our planning fee, if any, is always non-refundable.

In addition, each of Val's Travel's Suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled

to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier, pursuant to their policies, although Val's Travel shall use its reasonable efforts to secure reimbursement for you where possible.

## 15. TRAVEL PROTECTION

It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional cancel for any reason coverage is strongly recommended. Such plans should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage should be purchased in close conjunction with your travel purchase. Val's Travel is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Val's Travel cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Val's Travel cannot be held responsible for denied entry if a traveler is unable to provide such details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded and Val's Travel's and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs. **VAL'S TRAVEL CANNOT**



**GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.**

#### **16. DESTINATIONS AND DOCUMENTATION**

Travel to certain destinations may involve greater risk than others. Val's Travel urges travelers to remain informed daily as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are following all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **Should you choose to travel to a country that has been issued a travel warning or advisory, Val's Travel will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov). When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Please visit [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation. Visas are required when they apply. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Val's Travel strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

Certain countries restrict travelers with criminal convictions, even if expunged. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. We do not inquire about an individual's criminal record in the interest of respecting our clients' privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record should review current entry requirements. See: <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp>. We

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strongly recommend consulting legal counsel should you need assistance in determining the applicability of a countries restrictions with respect to your situation.

Recommended inoculations and vaccinations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You must have the proper immunizations and health screenings and required documentation of such immunizations and screenings before travel. Val's Travel shall not assume responsibility for the accuracy of health, vaccination, or documentation prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the Center for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues related to travel.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings trips. Val's Travel bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

### **17. INSECTICIDE NOTICE**

Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <https://www.transportation.gov/airconsumer/spray>

### **18. NON-RESPONSIBILITY**

Val's Travel, its employees, shareholders, agents, and representatives use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Val's Travel is an independent contractor and is not an employee, agent, or representative of any of these Suppliers. Val's Travel does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not agents or employees or representatives of Val's Travel. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Val's Travel, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any trip traveler

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 Val's Travel . Val's Travel assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Val's Travel assumes no responsibility or liability for personal property; and Val's Travel shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Val's Travel accepts no responsibility for lost or stolen items. Val's Travel reserves the right to refuse any traveler or potential traveler at its sole discretion.

#### **19. ASSUMPTION OF RISK/WAIVER**

Traveler is aware that travel to such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Val's Travel and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. In the event of emergent health or safety concerns, once Val's Travel has investigated the prevailing situation, Val's Travel shall have the sole and absolute discretion whether to proceed with any Val's Travel escorted trip or private departure, or to make alterations to the itinerary.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Val's Travel and agrees to and shall hold harmless and fully release Val's Travel , and its employees, shareholders, agents, and representatives ("Representatives") from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Val's Travel and/or its Representatives, and traveler hereby covenants not to sue Val's Travel and/or its Representatives for any such claims or join any lawsuit or action that is suing Val's Travel . This agreement also binds your heirs, legal representatives, and assigns. The terms of this **HOLD HARMLESS AND RELEASE OF ALL LIABILITY** paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

Val's Travel urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

## **20. INDEMNIFICATION**

Each traveler is expected to act responsibly and adhere to all behavior guidelines established by Val's Travel, its Representatives and our local Suppliers. Our Representatives and local Suppliers reserve the right to remove you from any trip if you endanger yourself or others or disrupt others. In any such case, there will be no refund.

Traveler agrees to and shall indemnify and hold harmless Val's Travel and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Val's Travel or its Representatives (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of this Contract and (ii) any damage caused by traveler while participating in the trip.

## **21. BAGGAGE FEES**

Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees and information. Val's Travel is NOT responsible for additional fees incurred for baggage or seating.

## **22. RE-CONFIRM YOUR FLIGHT**

Val's Travel advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time

for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

### **23. CURRENCY FLUCTUATIONS**

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. Val's Travel is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

### **24. HAZARDOUS MATERIALS**

Federal law prohibits passengers from bringing hazardous materials on the aircraft.

(1) Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

### **25. PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES**

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Val's Travel will communicate requests to Suppliers but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Val's Travel at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a supplier due to a pregnancy, Val's Travel shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

**26. BINDING ARBITRATION**

In the event there is a dispute between the Parties that cannot be brought to an amicable mutual understanding, the Parties understand and agree that such dispute will be handled through binding arbitration in alignment with the rules of the American Arbitration Association. The Parties understand that they will be bound by any decision rendered by the arbitrator and/or arbitration proceedings. The arbitration itself will be held in Volusia, Florida. If the arbitration is unable to move forward in the designated jurisdiction, the Company will unilaterally elect another venue for the arbitration. The Parties will equally share in the costs and expenses of arbitration and any related proceedings.

**27. GOVERNING LAW/SUBMISSION TO JURISDICTION. JURY WAIVER/NOTICE OF CLAIM**

This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located Florida. You agree that you will only bring claims against Val's Travel in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Val's Travel shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Val's Travel unless you have first provided a typewritten notice of claim to Val's Travel via email to [valerie@valstravel.com](mailto:valerie@valstravel.com) within 30 days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year.**

**28. HEADINGS FOR CONVENIENCE ONLY**

The headings in these Terms are included for convenience and reference, and are not meant to describe, define, or limit the scope or intent of any provision

**29. ENTIRE AGREEMENT & SEVERABILITY**

This agreement, including the terms and conditions of our Suppliers, any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Val's Travel. If any provision of these Terms and Conditions shall be unlawful, void, or

for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**30. RESERVATION OF RIGHTS: CHANGES TO THESE TERMS**

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.