

# TERMS AND CONDITIONS

*Last Updated: February 15, 2024.*

All bookings are made with the American Institute for Roman Culture, a U.S.-based non-profit, operating as Ancient Rome Live (hereinafter “ARL”, “We”, “Us,” and “Our”). We are a free online learning platform that presents original content on ancient Rome and the Roman Empire. We also provide unique travel experiences and curated visits, with the goal of exploring Ancient Rome’s most iconic and fascinating sites (“bookings,” “trips”).

***By booking a trip with us you are deemed to have agreed to these Terms and Conditions and the terms and conditions of our suppliers (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis.***

Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask us 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 confirming your booking, you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the Terms of this Contract and agree with it. The services to be provided are those referred to in your booking confirmation invoice.

## SECTION I

### I. TRAVEL INSURANCE

Travel insurance protection is **encouraged** for all our travelers and should be taken out at the time of booking. We also strongly encourage the purchase of additional Cancel for Any Reason Coverage. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase, so you should contact your insurance agent as soon as possible after booking.

If you choose to book a tour and/or travel without adequate coverage, ARL will not be liable for any of your losses howsoever arising, for which adequate trip protection plan coverage would otherwise have been available.

You must provide your travel insurance policy number and the insurance company’s 24-hour emergency contact number before the first day of the trip (including on a Waiver of Liability & Consent Agreement we will ask you to complete before traveling); you will not be able to join the trip without these details. If you have travel insurance connected to your credit card or bank account, please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank’s name and credit card details.

ARL is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. ARL 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.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. If you are traveling from the USA, Canada, Australia, or any other country whose residents do not need a Schengen visa to visit Italy for less than 90 days, travel medical insurance is not mandatory, but it is highly recommended. For travelers with a Schengen visa, compliant health insurance is a requirement. ARL cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Failing 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 adequate coverage, there may be no way to recoup any losses, costs or expenses incurred.

## 2. PERSONAL TRAVELER INFORMATION

To confirm your travel arrangements, you must provide ARL with all the requested details which includes, but are not limited to, the full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

### 2.a Age Requirements

**Minimum Age:** For the majority of our trips the minimum age is 18 at the time of travel.

**Maximum Age:** We have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation.

### 2.b Health Requirements

While we can provide details on some mandatory health requirements, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

### 2.c 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 that may affect your tour, 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.

The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips.

ARL will communicate requests to suppliers but will not 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 or restricted mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify ARL 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.

### 3. PASSPORTS

You must carry a valid passport. Your passport must be valid for 6 months beyond the duration of the trip. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

### 4. VISAS

You must have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Essential Trip Information for details. We are not responsible if you are refused entry to a country because you lack the correct visa or other travel documentation.

### 5. PHOTOS AND MARKETING

You consent that ARL and its partner tour companies may use images and videos of you and of your likeness taken during the trip for advertising and promotional purposes in any medium we choose. You grant us and our partner tour companies an irrevocable, perpetual, royalty-free, worldwide license to use such images for publicity and promotional purposes.

### 6. AUTHORITY ON TOUR

Our group trips are run by a local tour guide. The decision of the tour guide is final on all matters likely to affect the safety or well-being of any traveler or staff member participating in the trip. If you fail to comply with a decision made by a tour guide or interfere with the well-being or mobility of the group, the tour guide may direct you to leave the trip immediately, with no right of refund.

We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

## 7. MEETUP TOUR DATES & VALIDITY

Dates are valid and itineraries are indicative only. Our trips are guaranteed to depart once they have either:

- 1) one fully paid traveler if the itinerary does not have a minimum, or
- 2) the minimum group enrollment number has been met.

This means at times we can have groups with small numbers of travelers. Many of our trips are designed to fit with other departures to create a longer “combination” trip; this means that some of your group may have already been travelling together for some time when you commence your trip (this only applies to add-on trips if you do not participate in the main trip).

## 8. CHANGE OF ITINERARY

You acknowledge and agree that the nature of this type of travel requires considerable flexibility, and you should anticipate the possibility of alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events. While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to updates sent by email before departure for the most recent updates to your itinerary.

Before departure: If we make a major change, we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## 9. DESTINATION RISK

Travel to certain destinations may involve greater risk than others. ARL urges travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories. Should you choose to travel to a country that has been issued a travel warning or advisory, ARL will not be liable for damages or losses that result from travel to such destinations.

In addition, you should consult with government websites to ensure that you are in compliance with 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.

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: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

## 10. CLAIMS & COMPLAINTS

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

## SECTION 2: COVID-19 CONDITIONS

### 1. VACCINATION REQUIREMENTS

ARL requires all travelers to be fully vaccinated against Covid-19 before the start of the trip. We may require travelers to produce proof of COVID-19 vaccination during the enrollment process, and again at the start of the trip. Proof of vaccination is a copy of your vaccination record (either paper or digital).

### 2. TESTING REQUIREMENTS

Each destination country has individual rules, requirements and regulations related to Covid-19 testing. You may be asked to show a negative test result, records of your vaccination, or recovery records in order to be admitted into the country. Any testing required for entry into a foreign country is at your own expense. ARL is not responsible if you are refused entry to a country because you lack the correct documentation.

On your return home to the USA or elsewhere, additional testing, requirements, or documentation may be required. You are responsible for understanding these requirements and must not rely on ARL to provide these details. You understand that you may become sick before, during, or after the tour 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.

### 3. COVID-19 ACKNOWLEDGEMENT

By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself, that you may be exposed to or infected by COVID-19 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 tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling that cannot be controlled or eliminated by ARL.

You acknowledge that due to the uncertainty of travel at this time, your tour 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.

You agree that due to uncertainty caused by COVID 19, ARL 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, ARL shall not be liable to any losses whatsoever arising.

#### 4. COVID-19 PERSONAL RELEASE

You, for yourself, and on behalf of your heirs, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, AND HOLD HARMLESS ARL, its members, officers, agents, and/or employees, suppliers, and other tour members (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, 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.

### SECTION 3: PAYMENT TERMS

#### 1. ACCEPTED PAYMENT METHODS

We accept payment via Paypal, Zelle, check, and wire transfer

#### 2. PRICE VARIABILITY

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions, exchange rates, and availability. It is possible that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time. The most up to date pricing is available on our website.

#### 3. DISCOUNTS AND SALES

From time to time, we reserve the right to run sales, flash discounts, or promotional prices for our tours. Each sale is exclusive and will not apply to bookings previously made. The

retroactive application of a discount on a previous booking is not allowed. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply.

If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. See Section 4 below for more information on cancellation policies.

If you wish to transfer destinations after booking a trip with a discount, you are not entitled to a transfer of the discount to your new destination reservation. The discount only applies at the time of booking. If no discount is available at the time of the transferred booking, the previous discount will not be applied and you will be responsible for paying full price.

#### 4. SURCHARGES

We reserve the right to impose surcharges up to 30 days before departure due to unfavorable changes in exchange rates, increases in transportation costs, increases in local operator costs, taxes, or if government action should require us to do so.

#### 5. PRICE INCLUSIONS

The package price of your trip includes the following items:

##### 5.a Ground Transportation

All ground transport listed in the itinerary. ARL is pleased to offer ground transport in accordance with your individual itinerary. You must be on time for all transportation. There will be no refund for missed or unused transportation.

##### 5.b Activities & Sightseeing

Sightseeing tours and activities are included as stated per each individual itinerary. These tours and activities are designed to accommodate individuals as well as groups. As a courtesy to others in the tour and/or activity, it is mandatory that you be on time for all scheduled experiences. Tours and activities will begin on-time and failure to arrive will be considered a no-show for which no refunds will be available. It is essential that you keep in mind that tour and activity times are set to accommodate climate, crowd size and best viewing options for our groups. At times, early morning departure times may help create a better experience. Therefore, late arrivals cannot be accommodated.

##### 5.c Food & Meals

Included meals are as indicated in the itineraries. Special diets should be requested at the time of booking; however, it may not be possible for special diets to be catered to in some of the destinations we feature. For safety and liability reasons, ARL and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise the hotels of your request, but we cannot guarantee their availability.

#### 5.d Local Guide or Expert

The services of a local tour guide as described in the itinerary.

### 6. PRICE EXCLUSIONS

Any items and matters not referred to in your itinerary are not included in the tour price. This can include, but is not limited to:

International or internal flights unless specified,

Accommodations,

Airport transfers, taxes and excess baggage charges unless specified,

Meals other than those specified in the itinerary,

Visa and passport fees,

Travel insurance,

Tips,

Optional activities (more details in section below), and

Personal expenses.

The price does not cover costs and expenses, including your return home, if you leave the tour whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

### 7. OPTIONAL ACTIVITIES

In certain destinations, ARL offers travelers the option to sign-up for optional activities. This is done during the booking process and paid for as a line item on your invoice. In some cases, last minute cancelations or additions of optional activities can be done with the local guide, based on availability. If you opt in for an optional activity while on a trip, you will automatically be charged for it with the card on file. Cancelations of optional activities may result in a full or partial refund depending on the activity. Please ask what your refund options are before cancelling an optional activity on the trip. Optional activities are not included in the trip price and do not form part of the inclusions in the tour package.

During free time in the itinerary, you are welcome to find your own optional activities outside of those provided by ARL at your own expense. You accept that any assistance given by your tour guide in arranging optional activities does not render ARL Travel liable for them in any



way. The contract for the provision of that activity will be between you and the activity provider.

## 8. NON-REFUNDABLE DEPOSIT & BOOKING CONFIRMATION

You are required to pay a non-refundable \$1500 deposit at the time of reservation. This non-refundable deposit confirms your Meetup Tour booking and you will receive a confirmation email detailing the terms of your reservation. Once the confirmation email has been sent to you, a contract will exist between us from the date we issue the confirmation invoice.

If your booking is made within 90 days of the departure date, then the full amount is payable at the time of booking and serves as your deposit.

## 9. FINAL BALANCE PAYMENTS

Please refer to your booking confirmation for specific dates, deadlines and details regarding final payments for your trip. For standard trips, the program fee balance payment is due 90 days before the departure date. ARL's payment system allows you to input the dollar amount for each payment you submit, so you are welcome to make as many payments in any dollar amount as you prefer before the final payment is due.

The final payment deadline is 90 days before the Meetup Tour start date.

If you have not paid the full balance, requested a cancellation and/or transfer by the final payment deadline, your credit card on file will be automatically charged the remaining balance of the Meetup Tour program cost. A \$100 late payment fee will also be levied. Additionally, ARL reserves the right to treat your booking as cancelled, in which case the cancellation policy detailed in Section 4 will apply.

## SECTION 4: CANCELLATIONS

### I. CANCELLATION BY TRAVELER

In order to request a cancellation for your Meetup Tour booking, you must email ARL at [info@ancientromelive.org](mailto:info@ancientromelive.org). The receipt of this email serves as your cancellation request date. You are strongly advised to take out cancellation insurance at the time of booking which will cover voluntary cancellations. Per section 3.8 above, all deposits are non-refundable under all circumstances.

Ia. Cancellation request 91 days or more before departure date.

If your cancellation request date is 91 days or more before the scheduled departure, you are eligible for a one-time transfer of your balance and deposit to another date or destination within the calendar year. Alternatively, you are eligible for a refund excluding the deposit as well as a 7% transaction fee.

Ib. Cancellation request 61-89 days before departure date.

If your cancellation request is 61-89 days before the scheduled departure, you are eligible for a 50% refund of money paid or the full deposit, whichever is greater. On a case-by-case basis at ARL Travel's discretion, ARL Travel can offer a transfer to another departure. In this case, your deposit will be held and not applied to any future tour.

Ic. Cancellation request 60 days or less before departure date.

If your cancellation request date is 60 days or less before the scheduled trip departure, you are not eligible for a balance transfer. You will receive no refund for the balance or deposit payments.

Id. Cancellation While on a Trip

If you leave a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees.

## 2. 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.

ARL incurs costs with the suppliers of your tour well in advance of your tour date. 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 ARL. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

## 3. CANCELLATION BY ANCIENT ROME LIVE

While we do not foresee doing so, we may cancel a trip at any time prior to departure. If we cancel your trip, other than due to a Force Majeure event as described below, you can receive a one-time transfer for all amounts paid to an alternate departure date or to another tour. Alternatively, you can receive a refund. Deposits are nonrefundable under all circumstances. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

We may cancel an individual booking if the participant has significantly violated community standards in our membership, Facebook group, or any other service we offer. We may also cancel a booking if a participant is abusive to our staff verbally, in writing, or physically. Should we cancel, the participant forfeits costs associated with the cancelled spot at ARL's discretion. At minimum the participant will incur a \$200 admin and 10% transaction fee and at maximum the entire payment will be forfeited.

#### 4. TRANSFERRING DATES

With written notification to [info@ancientromelive.org](mailto:info@ancientromelive.org) at least 91 days before your original scheduled departure date, you can request changes to your trip dates with no change fees.

If you notify us about your transfer request 90 days or less from the original scheduled departure date, you are not entitled to a date transfer. You are subject to the cancellation terms and conditions detailed above in section 4.1. No amendments are permitted to your booking within 14 days of departure.

#### 5. TRANSFERRING DESTINATIONS

With written notification at [info@ancientromelive.org](mailto:info@ancientromelive.org) at least 91 days before your original scheduled departure date, you can request changes to your trip destination with no change fees.

If you notify us about your transfer request 90 days or less from the original scheduled departure date, you are not entitled to a destination transfer. You are subject to the cancellation terms and conditions detailed above in section 4.1. No amendments are permitted to your booking within 14 days of departure.

#### 6. DISPUTED CHARGES AND CHARGEBACKS

In certain cases, you have the ability to 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. ARL 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 ARL or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

## 7. FORCE MAJEURE

ARL 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 ARL 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 we can recover any monies from our suppliers, we will refund these to you without any charge by ARL.

## SECTION 5: CONTRACT TERMS

### 1. CHANGES TO THESE TERMS AND CONDITIONS

ARL reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Upon making material 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.

### 2. PRIVACY POLICY

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip.

### 3. CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM

You agree that you will only bring claims against ARL in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. ARL 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 ARL unless you have first provided a typewritten notice of claim to ARL within 30 days after the trip or cancellation of the trip.

#### 4. ACCEPTANCE OF RISK

You acknowledge that the nature of the trip is sometimes adventurous and participation involves a degree of personal and inherent risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. 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, ARL 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.

You acknowledge that 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, you are willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death.

You hereby accept and assume full responsibility for any and all risks and agree to hold harmless and fully release ARL from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of ARL, and you hereby covenant not to sue ARL for any such claims or join any lawsuit or action that is suing ARL. 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.

#### 5. LIMITATION OF LIABILITY

ARL, and its employees, members, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to the trips. ARL is an independent contractor and is not an employee, agent, or representative of any of these suppliers. ARL 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 ARL. 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 ARL, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour 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 ARL.

To the fullest extent permitted by law you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip, any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, and any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

ARL 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; ARL assumes no responsibility or liability for personal property.

ARL, and its employees, members, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to the trips. ARL is an independent contractor and is not an employee, agent, or representative of any of these suppliers. ARL 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 ARL. 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 ARL, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour 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 ARL.

To the fullest extent permitted by law you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip, any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, , and any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

ARL 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; ARL assumes no responsibility or liability for personal property.

## 7. SEVERABILITY

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.