



# Reserving Your Travel with Overton Travel, LLC

## Terms & Conditions

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

### **DEFINITIONS**

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

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

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

“Sponsored Group” refers to groups lead by Overton Travel or their representative(s).

“Travel Agency” refers to Overton Travel, LLC and their employees, affiliates, and assigns.

“Travel Proposal” refers to the complete travel itinerary, with associated policies, terms & conditions, proposed and agreed to by passenger after a request for travel services or the itinerary proposed by Overton Travel for Overton Travel sponsored travel.

“You”, “Your(s)”, “Passenger” refers to you, the traveler and all people in your traveling party.

### **PASSENGER AGREEMENT**

Overton Travel will work with you to provide a travel experience that exceeds your expectations. Overton Travel does not provide the travel services, rather we partner with various tour operators and travel providers to bring that experience to you. As the passenger, you understand that Overton Travel acts as an intermediary between you, the passenger, and third-party suppliers.

By submitting a deposit or payment, you:

1. Formally accept Overton Travel’s Terms & Conditions as stated herein.

2. Give Overton Travel permission to accept the terms & conditions of the third-party supplier on your behalf. All the terms & conditions applicable to your vacation will be reviewed with you in your travel proposal.
3. You agree to abide by the terms & conditions and policies of both the third-party supplier and Overton Travel.

Any violation will constitute a breach and forfeiture of any and all payments.

### **REQUIRED IDENTIFICATION**

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

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

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

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

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

**PAYMENTS:** Overton Travel only accepts payments in United States Dollars. Payments can be made via major debit and credit cards. Accepted cards are: Mastercard, Visa, Discover and American Express. Alternate forms of payment may be accepted only with the expressed

permission of Overton Travel. If alternate payment forms are required, please contact Overton Travel at [bookings@overtontour.com](mailto:bookings@overtontour.com).

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

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

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

**LATE PAYMENT:** If your travel itinerary is not paid in full by the Final Payment Due, a late fee of \$250 will automatically be assessed one day after your final payment date. This fee is non-refundable and non-negotiable.

**REINSTATEMENT OF RESERVATIONS:** If your travel reservations have been cancelled, and you notify us within 14 calendar days of cancellation that you want to reinstate your reservation, a service reinstatement fee of \$200 will be added to your invoice and must be paid in advance in order to apply for reconfirmation of services.

**RESERVATION CHANGES:** Changes to an existing reservation, whatever the cause, will incur a \$50 per person charge plus any additional supplier fees. This includes name changes\* and removal of any services such as optional tours and transfers.

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

**CANCELLATIONS:** To cancel your vacation, Overton Travel charges a non-refundable fee of \$100. This fee is payable at the time of the cancellation request and the vacation will not be canceled until this fee is paid. Unless otherwise stated in your travel proposal, you can cancel and receive a refund of your vacation payments, less your non-refundable deposit and any supplier-imposed penalties. There is no refund if the vacation is canceled after final payment date. All cancellations must be in writing to [bookings@overtontour.com](mailto:bookings@overtontour.com).

## **GROUP TRAVEL**

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

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

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

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

**Luggage:** All Overton Travel tours allow one piece of luggage per person, plus carry-on bag. It is understood that the airline may allow passenger to check more than one-piece of luggage. For the sake of the group tour, we can only allow for one piece of luggage. Additional luggage will be subject to a handling charge of \$100 per piece. As Overton Travel will not be responsible for loss or damage to luggage and personal belongings, you MUST report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider.

**Ground Transportation:** Travel agency may include ground transportation upon arrival and departure from the travel location. Overton Travel will use its best efforts to secure safe and reliable transportation. If applicable, it is the passenger's responsibility to provide Overton Travel with information necessary to secure the ground transportation upon arrival to/departure from the vacation location at least four (4) weeks prior to the date of travel. If the passenger is unable to meet the ground transportation provider at the scheduled date/time, regardless of the reason, passenger is responsible for any and all costs associated with the cancellation/rescheduling of the ground transportation. Ground transportation costs are non-refundable.

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

**Sightseeing & Itinerary:** Overton Travel's group vacations have been designed to accommodate solo travelers as well as groups. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. This includes when returning to meet the group after a tour. You are not required to attend the prepackaged tours. If you choose not to attend any or all of the tours, there is no refund, partial or otherwise for that tour. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers with Disabilities".

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

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

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

### **POLICIES OF COMMON CARRIERS**

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

**AIRLINES:** Airline schedules and flights are subject to change without notice. Overton Travel is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes or missed flights. In the case that Overton Travel purchases airline tickets on your behalf, Overton Travel will follow the policies of the airlines, which may change at any time. Most airline tickets require immediate and full payment of the airfare upon booking. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

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

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

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

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

*Airline Name Changes:* Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. Overton Travel will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at [bookings@overtonttravel.com](mailto:bookings@overtonttravel.com).

*Airline Schedule Changes:* In the event of an airline schedule change, Overton Travel will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Overton Travel is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Overton Travel is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise Overton Travel of amended flight details in writing at [bookings@overtonttravel.com](mailto:bookings@overtonttravel.com). Overton Travel is not responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

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

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

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

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

**GROUND TRANSPORTATION:** Passengers may request ground transportation be included with their travel package for an additional cost. Transfers can be provided either via a car, minibus, or motor coach, depending on the number of passengers traveling and by passenger request. Ground transportation generally waits up to one (1) hour after plane arrival or departure from accommodations. This is a general rule and it is passenger's responsibility to review their travel documents to confirm the rules of the transportation company. If passenger does not meet the ground transportation within the timeframe, the transportation may be cancelled with no refund. Transfer costs are non-refundable, and any additional expenses will be passenger's responsibility.

### **HEALTH & SAFETY**

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



**HEALTH REQUIREMENTS:** It is the passenger's responsibility to ensure that they meet the health guidelines of the location where they wish to travel. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Passenger may also check the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and/or the World Health Organization ([www.who.int/en/](http://www.who.int/en/)) for their recommendations and requirements regarding travel in general or to a specific location. Passenger should also check the website of the desired country where they wish to travel for their health guidelines and requirements.

Passengers with preexisting health conditions should check with your healthcare provider to ensure your ability to travel prior to securing your vacation. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that passenger be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will be borne by the passenger. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at US Department of Transportation website ([www.transportation.gov](http://www.transportation.gov)).

### **TRAVELERS WITH DISABILITIES**

We at Overton Travel want all of our clients to enjoy their travel itinerary and excursions. We also understand that not everyone may have the same capabilities as others. **If you or anyone in your party requires any form of assistance, including but not limited to, physical assistance, sight or hearing impairments, you are required to notify Overton Travel prior to reserving travel.** We will review with you the itinerary and physical requirements of the vacation to determine if we can work with your disabilities. If it is decided that the tour/vacation works for you and additional services are needed, you must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for everyone's safety. The travel itinerary is subject to change prior to or during the vacation for various reasons outside of Overton Travel's control. If this occurs, the vacation may not be best suited for you. You agree and hold Overton Travel harmless if this occurs and you are unable to fully participate in the tours/vacation. No refunds, partial or otherwise, will be provided in the case of an unscheduled itinerary change.

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

**WHEELCHAIRS & WALKERS:**

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

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

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

**RELEASE FROM LIABILITY**

Overton Travel, its shareholders, directors, officers, employees and affiliates, (collectively "Overton Travel") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessels, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or

entertainment providers, etc. All such persons and entities are independent contractors. As a result, Overton Travel is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

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

### **FORCE MAJEURE**

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

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

## **TRAVEL & COVID-19**

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

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

As a traveler, you understand that travel agency's supplier(s) may have policies in place to help prevent the spread of COVID-19. Travel agency is not the drafter or holder of those policies and these policies can change at any time. The supplier(s) may not apply those policies as diligently as the policies suggest and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate.

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

With full awareness and appreciation of the risks involved, you, for yourself, and on behalf of your traveling companions, including, but not limited to, your family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release travel agency its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by you related to COVID-19 whether caused by the negligence of the Released

Parties or any third-party vendor or supplier partnering with travel agency. You agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of travel agency services, or the services of travel agency's suppliers or vendors, specifically related to COVID-19.

### **TRAVEL INSURANCE**

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

### **ASSUMPTION OF RISK**

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

In order to partake of the enjoyment and excitement of this vacation, passenger affirms that you are willing to accept the risks and uncertainty involved as being an integral part of your vacation. Passenger hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of travel agency and agree to hold harmless and release travel agency from any and all claims. Passenger understands the physical requirements of the activity(ies) in which they will be participating, and passenger affirms they currently have no known physical, medical or mental condition which would impair your ability to participate in this vacation and you are willing to assume all risks that may be created, directly or indirectly, by any such condition. Passenger hereby authorizes travel agency or passenger's local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be

necessary for passenger because of participation in this activity without passenger's further consent.

### **BINDING ARBITRATION**

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

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

### **VOLUNTARY PARTICIPATION**

Passenger acknowledges that you have voluntarily chosen to participate on the vacation as stated in the travel proposal and that you have read the description of the vacation, together with all information contained on the itinerary. Passenger affirms they are voluntarily participating in this vacation with knowledge of the hazards involved.

### **KNOWING AND VOLUNTARY EXECUTION**

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

### **PHOTOGRAPHIC RELEASE**

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