



CULTURED TRAVEL TERMS, CONDITIONS, & EXPECTATIONS

The terms and conditions as specified in this document are valid for all Cultured Travel, LLC (subsequently referred to as Cultured) tours and with or without notice, are subject to change. Each participant must read the entire document attached and signatures acknowledging such and consenting to the terms and conditions may be done through our online registration process or, this form, signed, may be mailed back to us at P.O. Box 222 Warren, PA 16365.

General Terms and Conditions

Included in the Tour Price

Escorted tour price inclusions and exclusions vary by trip. Please be sure to check the inclusions and exclusions on each specific tour at the time of booking. Typical inclusions are lodging in the destination area, breakfast, transportation to scheduled events, and most admissions. At least one tour escort from Cultured will be with each group throughout the duration of the tour. The cost of a tour guide or local guide if applicable will be included as well as that of the tour escort(s) of Cultured.

Not Included in the Tour Price

Any fees associated with passports or visas as needed. Any fees associated with changes made to the name found on a participant's travel documentation after it has already been submitted to Cultured as applicable. Flights and any costs incurred regarding flights (baggage fees, change fees, etc.). Any fees for traveler's insurance or additional protection plans. Transportation or accommodation costs prior to arrival at the destination. Any transportation costs to the designated destination and return. Parking costs incurred prior to, during, or after the tour but related to departure/arrival. Additional or increased and fees/taxes/surcharges passed on by hotels, ground transit, or other services and activities. Lunches, dinners, snacks, and beverages unless specified otherwise on the final itinerary. Gratuities (as applicable). Expenses (i.e.: souvenirs, snacks, drinks) accumulated during periods considered to be "down time".

Travel Insurance

It is strongly recommended that all participants purchase travel or trip interruption insurance and may be required for some tours. Cultured is not responsible for the purchase of the insurance or the lack of the purchase of such insurance. Cultured is not responsible for any refunding of such insurance if a trip is cancelled or any handling of any claims made through purchased insurance. Any and all interactions regarding travel insurance remain fully between the company and the participant and or guardian(s) of the participant.

Custom Group Tours

While some tours will be prearranged by Cultured Travel, other tours may be customized for a particular group. The minimum number of participants varies per tour destination and prices will vary for any tour contingent upon the number of participants. Such tours will be arranged through a group leader and Cultured. If Cultured is specifically customizing a tour for any particular group, it reserves the right to change any portions of the non-refundable fees of enrollment to reflect advance reservations costs that it will incur. Cultured also reserves the right to require a higher deposit to secure a spot on such tours in order to cover costs incurred by the company which are non-refundable should a cancellation occur.

Changes in the Tour

As stated in the release, Cultured reserves the right at any time to change any of the following but not limited to fees, dates, cities, itinerary items, hotels or transportation. Cultured also has the right to make substitutions or omissions to itinerary items should the need arise for various reasons. Any changes made do not constitute a refund. Should Cultured acting on its own behalf cancel any trip due to unforeseen circumstances, full refunds (only equivalent to amounts paid prior to cancellation) will be made within 60 days of the cancellation. In such circumstances, Cultured Travel will be held harmless of anything outside of the reimbursement of funds paid directly for the cancelled tour.

Departure Dates

Cultured will either have pre-selected departure dates for tours, or will do its best to accommodate the dates requested by any particular group. While Cultured does everything possible to consider costs for participants, dates of travel do directly impact the cost of any tour. Due to varying factors, it may be necessary for reassignment of dates. Cultured reserves the right to book dates for groups in a window of +/- 3 days of the original requested departure date as needed. The departure date will be set and all participants notified a minimum of 30 days prior to departure.

Flights

Participants are responsible for booking their own flights unless specified and arranged with Cultured. With group flights, Cultured typically uses routine flights to its destinations. Cultured is not responsible for incidents directly involving airlines. Cultured reserves the right to utilize any airline of its choosing and may change or substitute airlines at any time. Non-stop flights, nor single stop flights are not guaranteed. Multiple airlines may be used to reach a destination. Any changes in air transit schedules or airlines including but not limited to delays and cancellation do not warrant a reason for a refund or cancellation of a trip. This applies to flights booked by Cultured or by the participant.

Luggage and Belongings

Cultured is in no way liable for any damage, loss, or delay of luggage. Airlines have varying policies and it is the responsibility of the participant to verify what items and sizes may be transported to and from the destination and if any fees will be assessed by the airline for baggage. Any participant must abide by and is subject to any contracts issued by the airlines. Cultured is in no way liable for any damage or loss to personal property while on tour.

Final Details

For any tours booked more than a year in advance, please note that all prices will be finalized approximately 12 months prior to the tour. All final details of the tour including hotel information and group flight information if applicable will be available no less than 30 days prior to the departure of the tour.

Group Size

The size of the group will directly affect the price the participants pay for a customized group tour. Cultured values the enhancement all participants experience when traveling in a smaller group. For this reason, participants can expect to be in groups of approximately 30 participants or less. This number will include any program escorts and/or chaperones as applicable. For this reason, space on tours is limited. Cultured reserves the right to make any changes in the price as well as the itinerary, hotels, airlines, etc. as needed to best accommodate the size of the group.

Who can enroll on a Cultured Travel tour?

Anyone can travel on a Cultured tour. Cultured does not permit children under the age of 18 to travel on tours without being accompanied by a parent or guardian.

Special Accommodations

Participants of Cultured tours will need to have the capability to but not limited to walk long distances, carry luggage, walk up several flights of stairs, and potentially walk up hills. All tours are fast-paced and will require a certain level of physical exertion. While Cultured will do its best, special accommodations for medical needs and special accommodations for meals cannot be guaranteed. Medical supervision will in no way be provided by Cultured.

Enrollment

An individual is considered enrolled on a Cultured tour only once their registration has been processed, all necessary documents are signed and received by Cultured, and any required deposits have been received. All information within registration forms must be clearly written and spelled correctly. Enrollment can be done either online through www.culturedtravel.org or through the mail received at P.O. Box 222 Warren, PA 16365. Typical enrollment will require a deposit which may be non-refundable and which varies per trip. Cultured reserves the right to deny any registration and will deny any registration which has been received after spaces for the tour are full or the enrollment deadline has passed. If a registration is refused, any money paid with the registration will be refunded within 45 days of receipt. Typical enrollment will not be accepted past 70 days prior to departure for any trips involving air travel. If a registration is refused due to spaces being full for a tour, participants may be placed on a waiting list and notified if any cancellations occur prior to 70 days before departure.

Payments

In order to secure your place on one of our tours, a deposit of either \$1,000 or 25% (whichever is less) is due at the time of booking. 50% of the total cost of the trip is due 12 months prior to the start of a tour. The remaining balance of any tour is due 90 days prior to the start of a tour. Payments may be received via check or online (for an additional convenience fee). The traveler's name and tour the payment is for must be clearly displayed on any checks received. If paying with a check, you are permitting Cultured to use the information found on the check to make a transfer from that account and thus process the transaction. Cultured will charge a \$55 fee for any returned check. Returned checks will only be resubmitted after the necessary authorization is given. Varied payment plans will be available upon request. Any participants who do not meet the necessary payment deadlines established may be assessed a non-refundable fee of \$75. If two payment deadlines are missed, Cultured may remove a traveler from the tour and any money paid will be subject to Cultured's refund policy.

Cancellation and Refund Policy

All cancellations must be received in writing to info@culturedtravel.org with the word Cancellation followed by the name of the participant and the tour from which they are being cancelled in the subject line, or to P.O. Box 222 Warren, PA 16365 with the same information at the top of the correspondence. The notification of cancellation must be from the participant or legal guardian if participant is a minor. Cultured will provide confirmation of cancellation upon receipt of the cancellation.

The following generous policy has been issued taking into account all of the expenses Cultured Travel has regarding each tour well in advance of a group's departure:

- Tours are fully refundable until 12 months before the start of the trip.
- For cancellation 364 days prior to the trip or after, we will refund your amount paid in full provided there is a paying traveler on our waiting list or you are able to refer such a traveler who will take your place
- If we are unable to find a suitable paying traveler to take your place, we will refund you our estimate of your full amount paid, minus the net unrecoverable costs incurred on your behalf.

Expectations

- All participants are to be responsible for their own belongings at all times. Cultured is in no way responsible or liable for any stolen, lost, or broken property.
- All participants must pay for their added expenses such as phone calls, incidentals, and/or any damages done to their hotel rooms. Nothing should be taken from the rooms. Cultured will do its best to ensure accuracy as reported by the hotel in regards to any incidents, however, what is reported by the hotel will be upheld.
- Participants will be on time for all group activities. Tardiness hurts the whole group. Participants are asked to kindly notify the tour escort if they will not be participating in any group activities.
- Participants are responsible for properly filling out and adhering to the recommendations in the medical release form.
- All participants are expected to be respectful to all the people we come into contact with on the tour. We expect that each person in our group will act in a responsible and courteous manner at all times. All participants are expected to familiarize themselves with at least a few key phrases in the language most widely-spoken by the citizens of the location where the tour is held.
- Cultured is not responsible for individual participant choices and actions which result in negative consequences nor is Cultured liable for wrongdoing or harmful acts that a participant commits.

CulturED Travel, LLC General Release, Acknowledgement and Indemnification Statement

Name of Participant: _____ Date: _____

1. I, the above-named person, being age 18 or above, a registered participant for Cultured Travel tour, acknowledge that I have read and agree to all terms and conditions as well as behavioral expectations set forth by Cultured in the Terms and Conditions document.
2. I assume all risks of injuries or losses which may happen as a result of my participation in all activities provided for or organized by Cultured. My decision to do so is fully informed and completely voluntary. I have been given full and ample opportunity to ask questions of Cultured Travel. I understand and specifically acknowledge that being a participant of travel to any location bears a certain known risk and unanticipated risks which could result in loss, injury, death, illness or disease, physical or mental, or damage to myself, my property, or to third parties.
3. I understand Cultured Travel has no obligation to obtain any medical care for me or any other participants on any trip or tours.
4. I have read and signed the medical release form and acknowledge full agreement therein. I understand all participants must be responsible for administering any medications brought on tour and Cultured will not assume responsibilities of such medicinal needs.
5. I understand and acknowledge that travel and tours involve physical exertion. I understand that on this tour, all participants will be expected to walk long distances and stay hydrated. I understand that I should consult with my physician before engaging in a tour.

6. I hereby voluntarily release and forever discharge Cultured Travel, LLC, its affiliates, employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected, directly or indirectly, with my participation on a Cultured tour, including specifically, without limitation, the negligent acts or omissions of Cultured, their agents or employees, other participants, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property and further, I agree to indemnify, reimburse and hold harmless Cultured for any and all loss, damage or expense incurred by Cultured, directly or indirectly, in connection with tours. I agree to hold harmless Cultured for any financial liability I may personally incur (including but not limited to damage I may cause or contribute to) while participating on a Cultured tour.
7. I understand I am responsible for meeting with the tour escort who is traveling with me on this tour prior to enrollment to establish and confirm the ability of Cultured to meet any special requirements I may have. I understand if it is deemed that Cultured cannot meet my special requirements, the possibility may exist that travel may not be advised for my own safety.
8. I fully understand that Cultured has the right to change or reassign a tour escort should the original person in this capacity not be able to fulfill the position for any reason.
9. I understand that the liability of companies utilized for transportation via any modality for loss or damage of personal property, death, or injury is limited by their related agreements. Cultured is not liable for any incidents that occur involving transportation and furthermore, I understand that no such company is responsible for me when I am not in their vehicle.
10. I understand that I must comply with all TSA airline requirements or that of any other mode of transportation. Any such delays or missed flights that may transpire prior to my arrival could result in my incurring an expense for a different flight or transportation route to meet the group or to return home.
11. I am aware that future promotional and publicity materials may include pictures, video, or statements made by me and all other participants. I consent to any use of such content.
12. I acknowledge that Cultured has strongly recommended I purchase my own traveler's insurance which may include but is not limited to health and accident insurance, life insurance, tour interruption or cancellation insurance, helicopter rescue and repatriation. It is fully at my discretion to purchase such insurance prior to traveling and I understand I am fully liable for any expenses which such a policy may have covered should I choose not to purchase one. I understand that Cultured is not affiliated in any way with such insurance claims.
13. I will not hold liable Cultured or any of its affiliates or associates in any way connected or contracted with my tour for any claims of any type which would result from events beyond the scope of its control. Such events may include but are not limited to war, terrorism, acts of God, politically motivated violence of any kind, illness or quarantine, incidents of crime, government regulations or restrictions.
14. I understand that Cultured is able to make changes in the program itinerary, program cost, or program description as stated in or on any resource without any liability or ability for a refund.
15. I understand that securing any necessary travel documents (such as but not limited to a passport or visa(s)) is my sole responsibility and must be done in advance. No matter which country I am a citizen of, I recognize that Cultured is in no way responsible for obtaining the necessary documents for traveling on tour. I understand if I fail to gain these documents in time for travel, a refund will not be issued to me. I further understand that my passport must be valid for at least 6 months after the conclusion of my tour. Additionally, should I misplace any travel documents, I am fully liable for any expenses which I may incur in regards to securing such documents and/or any expenses which may be incurred if I am unable to return or depart on my scheduled transportation due to their loss.
16. I understand that Cultured has the right to provide a re-routed itinerary in the event that any of, but not limited to, the following occurring: a travel warning advising U.S. citizens to avoid all travel to a particular region is issued at any time prior to or during the tour, a terrorist attack occurs, extreme violence or unrest in a region on the tour or scheduled to be on the tour. I understand that Cultured has the full discretion to decide how to best and most safely operate its programs. Should any of this arise prior to travel and I decide I do not want to participate due to any changes made to the itinerary, the standard refund policy will apply. I understand that in all or any case, Cultured has the right to cancel, alter, change, or postpone tours as it sees necessary without liability or claim on my part.
17. I understand that any requests for a cancellation/refund must be received in writing at either info@culturedtravel.org or at P.O. Box 222 Warren, PA 16365 within the guidelines of the Cancellation and Refund policy.

18. To the extent that this Release and Indemnification Statement is executed on behalf of a minor or by said minor's guardians, in consideration of said minor being permitted to participate in the tour, said guardians agree that they shall be contractually bound, along with the minor, jointly and severally, by the aforesaid terms and conditions.

My signature below indicates that I have read the entire attached document, understand it completely, and agree to be bound by its terms.

Participant Name (Printed): _____

Participant Signature: _____ Date: _____

Parent/Guardian Name (if participant is under 18 years of age):

(Printed): _____

(Signature): _____ Date: _____

Printed name of Witness: _____

Signature of Witness: _____ Date: _____