

VERTICAL ESCAPE VACATIONS, LLC

TERMS & CONDITIONS

Vertical Escape Vacations, LLC (hereafter, Vertical Escape Vacations, Vertical Escape and/or VEV) is a for-profit business. By consulting, depositing and/or booking any Vertical Escape Vacations trip (including anything supplied by its third-party vendors), you agree to have read, understand, and acknowledge all policies, terms & conditions, set forth below; any third-party vendors policies, terms & conditions, which may or may not be supplied by Vertical Escape Vacations.

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- b. Unique Travel Corp. (without Travel Insurance/Protection)
- c. Travel Impressions (with Travel Insurance/Protection)
- d. Travel Impressions (without Travel Insurance/Protection)
- e. Tenon Tours

VERTICAL ESCAPE VACATIONS RESERVES THE RIGHT TO USE SUPPLIERS NOT MENTIONED IN THIS DOCUMENT. IT IS THE RESPONSIBILITY OF THE BUYER TO EDUCATE THEMSELVES ON THAT SUPPLIER'S TERMS & CONDITIONS AND/OR POLICIES.

BEFORE YOU RESERVE TRAVEL

a. PASSPORT & IDENTIFICATION INFORMATION

A passport is now required for all air travel between the US and Canada, Mexico, Bermuda, and the Caribbean region, as explained in the U.S. State Department's Western Hemisphere Travel Initiative. In addition, some states' residents will be required to furnish an alternate form of identification when flying. A passport is recommended. Plan accordingly. Visit www.tsa.gov for more information. Within the United States, air travelers are required to present Government issued Identification, such as a current driver license. International travel requires a passport and, in some cases, a visa. All individuals are responsible for obtaining the required documentation necessary to travel. Incomplete travel documentation may result in denial of boarding, by the air carrier. Travel document requirements are subject to change without prior notification; at the discretion of appropriate government agencies and/or the air carrier. Passports are required to be valid for 6 months from your return date. Passport cards are not valid for international travel, via air. Check with your state's Dept. of Transportation website and www.tsa.gov for all information. This is the traveler's responsibility.

b. BAGGAGE FEES

Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Vertical Escape Vacations is not responsible for additional fees incurred for baggage or seating. Baggage fees are not a part of any of our packages, including all-inclusive packages. Please review Updated Checked Bag and Carryon Bag Rules or What Can I Bring, at www.tsa.gov or with your respective airline.

c. RECONFIRMING YOUR FLIGHTS

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

d. AIRLINE CHECK-IN

Please check-in with your airline at the airport no later than two hours (domestic) or three hours (international), prior to your scheduled flight departure.

e. RESORT/HOTEL CHECK IN

Check-in time at most resorts is 3:00pm (local time). If you arrive prior to 3:00 pm your room may not be ready. The resort may store your luggage in a secure location on property so you may start enjoying your vacation without delay.

f. PRICE GUARANTEE

Pricing and availability may change at any time, until a deposit is made. These changes are set forth by airlines, hotels, resorts, etc.

g. PHOTOS

By registering with Vertical Escape Vacations, LLC, and/or attending any Vertical Escape Vacations' trip or function, you agree that any photo taken of you, by Vertical Escape Vacations employees, may be used in any Vertical Escape Vacations marketing, including, but not limited to, our website, trip flyers and Vertical Escape Vacations social media pages. Your names will never be used without your permission. Vertical Escape Vacations is not responsible for other members posting their photos on the web. Financial compensation is not offered/issued when using your photos. Should you not wish to be photographed, you must inform us, in writing, or via email to info@vevacations.com, with the appropriate title in the Subject Field.

h. EMAIL COMMUNICATION (OPT-OUT)

You have the option to opt-out of all email notifications. However, it is the trip applicant's (and other attending members') responsibility to check the website for any trip changes that may occur. Vertical Escape Vacations does not send SPAM emails and discourages the opting out of our emails, as you may miss important updates. Vertical Escape Vacations is not liable for any information missed, due to opting out.

i. DISCLAIMER OF LIABILITY

Vertical Escape Vacations, LLC is an independent contractor of TropiGal travel LLC, currently based in the state of Georgia (USA). Vertical Escape Vacations is an organization whose members join to enjoy various athletic and social activities. Travelers and their families acknowledge that sports such as skiing and any other physical exercise, may present a certain level of danger; personal injuries can and do occur. Travelers and their families agree that Vertical Escape Vacations, its owners, Trip Leaders, members, and agents shall not be liable, nor responsible for, and applicant shall save and hold them harmless from and against, any and all claims and damages of every kind, from injury to death of any person or persons, and for damage to or loss of property, whether or not caused by the negligence of Vertical Escape Vacations, arising out of, or attributing directly or indirectly to, the operations, event, or events conducted by Vertical Escape Vacations, of which the primary participant and/or his/her family members are participants. In the event of inclement weather, injury, or other causes of events beyond the control of Vertical Escape Vacations, which cause delay or necessitate medical care, special transportation other than that specifically contracted in a Vertical Escape Vacations trip, or other expenses, it shall not be the responsibility of the Vertical Escape Vacations to pay for resulting costs and expenses, including, but not limited to, additional lodging/airfare expenses, additional meal expenses, medical expenses, special transportation other than that specifically contracted in a Vertical Escape Vacations trip, or other similar expenses. As a condition of participation, the primary participant and his/her family members agree to abide by the rules of Vertical Escape Vacations, transportation companies and resorts, and while participating in the activities of Vertical Escape Vacations, to obey activity or trip rules and orders of the person(s) in charge of such activities. The primary participant shall ensure that all family members also comply with all applicable rules and orders of Vertical Escape Vacations and the person(s) in charge of such activities, along with rules pertaining to transportation and lodging. The choice of law for any legal proceedings related to Vertical Escape Vacations' services shall be the Commonwealth of Pennsylvania. If any action at law or in equity is necessary to enforce or interpret the terms of Vertical Escape Vacations' Terms & Conditions, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled. The venue for any legal proceedings related to Vertical Escape Vacations' services shall be the state courts located in Montgomery County, Pennsylvania or the federal courts located in Philadelphia, Pennsylvania.

VERTICAL ESCAPE VACATIONS BUSINESS PRACTICES

Vertical Escape Vacations, LLC is a "For Profit" business entity. In addition to any applicable verbiage above, Vertical Escape Vacations may also adopt and proceed with the following practices:

a. PLAN TO GO FEE

We ask you will make a commitment to us, as we will commit our time & resources to you. Great travel experiences are as unique as the clients we plan them for. To keep our professional services free of charge and to ensure our time is spent planning vacations for our most serious and qualified clients, we've determined, depending on the complexity of your trip, and/or other factors, you may be asked to submit a good faith agreement, or "Plan to Go" fee. This refundable* fee, allows your travel professional to know your true intentions and saves them from working on trips that ultimately do not come to fruition. This refundable* fee will allow us

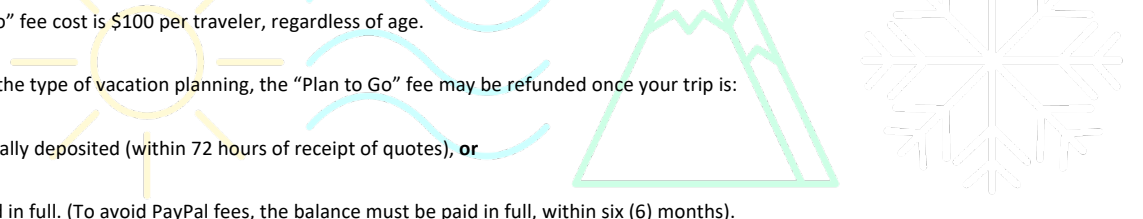
to commit the time, effort, gain access to resources, allowing us to research and plan your vacation thoroughly. This refundable* fee allows your travel professional to begin the research and planning processes, with excitement and provide results to you, in an expedited manner.

Vertical Escape Vacations invests time in education, achieving Specialist status, along with certifications, in a variety of travel specialties. We attend familiarization trips, conferences, seminars, online training, and of course, we supply a wealth of first-hand experience, from destinations all over the globe. Please know, you will receive first-class service, no matter your budget.

This refundable* fee assures us you will commit to Vertical Escape Vacations, to research and book your trip. It allows us to focus on clients that are committed to travel, who expect stellar service. Upon acknowledgement of this agreement and receipt of payment, we will immediately move forward with the research, quoting and booking process via email.

We work diligently to provide a high-value and quality travel experience. Once a quote is provided, if you are unable/unwilling to proceed with a booking after three (3) days, a new agreement will be required once planning resumes. Rates (resorts, hotels, airfare, rental cars, etc.) are not guaranteed, until deposits are made. We are happy to answer questions, discuss or make revisions, until your trip is a great fit for you. We also offer after hours travel support, so you are never alone.

Please note the following:

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- * The "Plan to Go" fee cost is \$100 per traveler, regardless of age.
 - * Depending on the type of vacation planning, the "Plan to Go" fee may be refunded once your trip is:
 - * Initially deposited (within 72 hours of receipt of quotes), **or**
 - * Paid in full. (To avoid PayPal fees, the balance must be paid in full, within six (6) months).
 - * If you are not advised which option relates to your trip, ask your travel professional.
 - * The "Plan to Go" fee is forfeited, if after we start the research and devote time to creating your itinerary, you decide not to complete your booking.
 - * The "Plan to Go" fee is **not** inclusive of your trip deposit or final payment.

Unless otherwise communicated, after initial consultation, a client/potential client will be given trip quotes, containing multiple options. These options will be addressed prior to any research and contain all needs and/or wants of said client/potential client's desired vacation. These options may contain actual resort names, or listed as "Options #1, #2, #3," etc. At the discretion of Vertical Escape Vacations, these options may be given to the client/potential client, with no "Plan to Go" fee charge. Any changes, relating to dates, locations, resorts, activities, number of travelers, flights, travel protection (insurance), etc. are subject to the "Plan to Go" fee schedule, listed above.

The "Plan to Go" fee is payable via PayPal. **Vertical Escape Vacations reserves the right to charge this fee up front, or at any time prior to deposit.**

Custom, "non-Caribbean/Mexico" itineraries (i.e., Ireland, Italy, Thailand, etc.), require much more research. Intercontinental phone calls and abnormal work hours are necessary. Your budget will be discussed, and your provided itinerary results will reflect said budget. Depending on amount of time invested, the Vertical Escape Vacations' fee, for itineraries that do not result in a booking deposit, can range between 5% - 10% of the total proposed trip cost. The "Plan to Go" fee is payable via PayPal. **Vertical Escape Vacations reserves the right to charge this fee up front, or at any time prior to deposit.**

b. ADMINISTRATION FEES

Vertical Escape Vacations' Administration Fees are \$75 per hour and charged when an invoice is generated for any travel information researched and/or provided to a client or potential client, who has not completed a booking once all criteria has been met. Administration Fees are charged for, but not limited to, time spent on communication with client (text, phone, email, Zoom, etc.), suppliers (text, phone, email, Zoom, etc.), researching and assembling itineraries.

c. REFUNDS

If Vertical Escape Vacations' "Plan to Go" fee is implemented, the "Plan to Go" fee will be refunded, via PayPal, either:

- * Immediately after initial deposit, or,
- * Within thirty (30) days of receipt of final payment.

There will be no refund of Vertical Escape Vacations' "Plan to Go" fee, if the vacation is,

* Not ultimately booked (deposited after 72 hours or paid in full) with Vertical Escape Vacations.

** Vertical Escape Vacations is not responsible for price changes/increases pertaining to availability, airfare, etc., once initial quote is supplied, prior to trip deposit.

* Final payment is not made

- a. You forfeit any refund and must contact the travel insurance assigned to your vacation, to submit a claim. The customer is also bound by any penalties (financial or otherwise) of the primary supplier and their Terms and Conditions.

d. CHANGES

Changes can be made but are subject to additional fees. Vertical Escape Vacations reserves the right to charge a flat rate of \$25.00 per change, per person, per quote/trip. This charge is not inclusive of any fees charged by airlines, third-party suppliers/vendors, land-based accommodations, or any other entity involved in one's booking. These fees are not covered by Travel Protection/Insurance.

e. CANCELLATION & FEES

Once deposits are made, they are non-refundable, unless you purchased travel protection (insurance), which is purchased upon making your initial deposit or if you choose to pay your trip in full, in lieu of an initial deposit. If travel protection was purchased, you will receive the money back you are due (as per your insurance policy), less the purchase price of said policy and/or fees charged by Vertical Escape Vacations, LLC.

- Vertical Escape Vacations' cancellation fees are:
 - o \$150 per person, per booking, for trips priced less than \$8,000,
 - o \$250 per person, per booking, for trips priced between \$8,000.01 and \$12,000,
 - o \$400-\$500 per person, per booking, for trips priced over \$12,000, depending on the complexity of the itinerary.
- Be cognizant, much goes into this process, including phone calls, emails, data entry, etc. This charge is not covered by any travel protection. The customer is responsible for understanding the Terms and Conditions of other involved party.
- NOTE: Travel Protection/Insurance does not cover cancellation or rescheduling fee(s). The fees must be paid, prior to any action taken (i.e., cancellation, rescheduling, etc.)

NOTE: Vertical Escape Vacations' Cancellation and/or Rescheduling fees are not inclusive of any airline and/or resort fees, etc.

f. RESCHEDULING & FEES

We understand, circumstances may arise, in which you may have to reschedule your vacation. Be cognizant, much goes into this process, including phone calls, emails, data entry, etc. This charge is not covered by any travel protection. The customer is responsible for understanding the Terms and Conditions of other involved party.

- The rescheduling fee structures, are as follows:
 - o First occurrence: \$200 for total booking or, free with immediate rebooking.
 - o Second occurrence: \$250 per traveler, per booking.
 - o Third and subsequent occurrence: \$500 per traveler, per booking.
- Travel Protection/Insurance does not cover cancellation rescheduling fee(s).

NOTE: Vertical Escape Vacations' Cancellation and/or Rescheduling fees are not inclusive of any airline and/or resort fees, etc.

g. CHARGES

You authorize the charge of your credit/debit card upon traveler registration on our website: <https://www.vevacations.com/registration-and-payments>. Any claim of misuse or charge-back of your card will be construed as fraud and reported. You agree to pay all charges/fees set forth by Vertical Escape Vacations, its vendors and/or suppliers, in addition to attorney fees.

If any action at law or in equity is necessary to enforce or interpret the terms of Vertical Escape Vacations' Terms & Conditions, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled. The venue for any legal proceedings related to Vertical Escape Vacations' services shall be the state courts located in Montgomery County, Pennsylvania or the federal courts located in Philadelphia, Pennsylvania.

h. CORONAVIRUS AND/OR PANDEMIC

If client wishes to reschedule or cancel travel, due to fear of potential sickness, and the country of departure and/or arrival is open to tourism, the above rescheduling and/or cancellation fees will apply. These fees are not covered by travel insurance/protection. Client is also responsible for any suppliers' fees.

i. TRAVEL PROTECTION

Travel Protection is offered as part of your Caribbean/Mexico vacation package. You are encouraged to view the coverage [HERE](#), or at <https://www.tripmate.com/wpN430j/>. At your discretion, you may obtain additional travel protection, at an additional cost to you. Vertical Escape Vacations and their employees are not legally permitted to discuss or advise on insurance or policy coverages.

SUPPLIERS

a. UNIQUE TRAVEL CORP – WITH TRAVEL INSURANCE

Please click the following links to read UNIQUE TRAVEL CORP ("Tour Operator") Terms and Conditions for [SANDALS](#) and [BEACHES](#). By depositing/booking, you agree to Vertical Escape Vacations' and Unique Travel Corp's Terms & Conditions.

PASSPORTS: Everyone, including children and infants, MUST have a VALID passport to travel internationally (not Passport Card). Failure to comply will result in denial of boarding, no refund, no exceptions (out of the USA). Vertical Escape Vacations LLC is NOT responsible for passports in ANY way. Passports are required to be valid for 6 months from your return date. PASSPORT CARDS ARE NOT VALID FOR TRAVEL INTERNATIONALLY VIA AIR! PLEASE CONTACT YOUR AGENT TO ASSURE YOU HAVE PROPER DOCUMENTATION, LEGAL NAMES & ID FOR YOUR TRIP.

CHANGES TO RESERVATIONS: ANY changes made to your existing room reservation are subject to the current rates, promotions, and terms at the time of change.

FINAL PAYMENT: The final payment MUST be received **NO LATER THAN 45 days prior** to departure. Final payments are not automatically charged. Please note your calendar of this final payment date. I try to send reminders about a week before final payment is due, however, reminders may not be sent. I strongly urge final payments to be made a few days prior to final due date in case of bank and/or credit card processing issues. Additional payments can be submitted prior to final payment. You must go to <https://www.vevacations.com/registration-and-payments> on the date you'd like the payment to be posted. Vertical Escape Vacations LLC is not responsible for cancellations due to payments made after this date. All reservations are subject to cancellation and hotel penalties as described the respective links, provided above, if your final payment is not received on the due date. Cancellation due to non-payment is not covered by travel insurance.

CANCELLATION PENALTIES: Please refer to Terms & Conditions link(s) above. If Vertical Escape Vacations LLC booked your airline tickets, they are 100% non-refundable and subject to individual airline penalties/fees (see insurance below). All the above would be protected with the optional Travel Insurance, with the exception of cancellation due to late or no payment. If you do **not** have insurance, natural disasters (such as hurricanes), cancellations for **ANY** reason (medical/personal emergencies, cancellation of the wedding, etc.) do not relieve you from these penalties. ONLY the Travel Insurance will ensure your coverage. All cancellations must be received in writing/email with a confirmed response.

Vertical Escape Vacations LLC is not licensed to sell insurance and therefore, cannot discuss coverage. To view your state-specific plan details please visit: <http://www.tripmate.com/wpF389U/tic>

TRAVELING WITH CHILDREN: Children under 18 years of age not traveling with both parents or legal guardian(s) may need to present a notarized letter from the absent parent/guardian granting permission to travel outside the United States and provide emergency medical care if necessary. Please refer to this website for more information and sample letters: <http://www.globetrektravel.com/minortravelforms.pdf>. Vertical Escape Vacations LLC is not responsible for the lack of compliance to provide proper documentation to airport authorities. It is the responsibility of the traveler & the traveler's parents/guardians to provide proper documentation to airport authorities.

TRAVEL DOCUMENTS: Travel documents will be sent to you no later than ten (10) days prior to the departure date. Please read through these documents immediately; misprints, misspellings, incorrect dates, etc. are **not** the responsibility of Vertical Escape Vacations LLC. Included in your travel documents (if airfare is purchased through Vertical Escape Vacations LLC) are airline electronic ticket receipts (proof of purchase, not boarding passes or actual tickets). Boarding passes are printed at the time of check-in; online with the airline directly, or at the airport when showing passport & checking in luggage. It is very important that you take your travel documents with you in addition to passports and a major credit card for any baggage fees that may apply.

BAGGAGE FEES: Due to continual changes in airline baggage policies it is suggested that you inquire with your airline's website for up-to-date fees & information. Vertical Escape Vacations LLC is **not** responsible for additional fees incurred for baggage or seating. BAGGAGE FEES ARE NOT PART OF AN ALL-INCLUSIVE PACKAGE!

Please review [here](#), what you may and may not bring onto an aircraft, per TSA.

SEAT ASSIGNMENTS: Vertical Escape Vacations LLC is not responsible for seat assignments or any changes the airline may make to seat assignments. Seat assignments are not always available at time of booking.

AIRLINE SCHEDULE CHANGES & CANCELLATIONS: Occasionally airlines change flight schedules & may even cancel flights entirely. These changes are beyond Vertical Escape Vacations LLC's control. If such a situation occurs; Vertical Escape Vacations LLC will do its best to assist you with finding the best possible alternate option(s). If the flight time change is minor (2 hours or less) the airline will automatically make the change (airline policies/rules entitle them to legally do so). Vertical Escape Vacations LLC will notify you of major changes. **Please Note:** There may be additional costs to re-book a new flight, should the airline cancel or make a major change to your original flight itinerary. Vertical Escape Vacations LLC is NOT responsible for any additional costs or fees imposed by the airlines. It is the responsibility of the

passenger to check for last-minute airline flight time changes within 24-hours of departure. Vertical Escape Vacations LLC is not responsible for changes that may occur within 24-hours of the original flight departure time.

RE-CONFIRM YOUR FLIGHTS: Vertical Escape Vacations LLC advises you personally to re-confirm your flight schedule within 24-hours prior to departure, directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check-in online 24 hours prior to departure using the "Record Locator/PNR" (found in your Vertical Escape Vacations LLC documents).

AIRLINE CHECK-IN: Please check in with your airline at the airport no later than three (3) hours prior to scheduled flight departure time.

RESORT CHECK-IN: Check-in time at most resorts is 3:00 pm (local time). If you arrive prior to 3:00 pm your room may not be ready. The resort may store your luggage in a secure location on the property so you may start enjoying your vacation without delay. Change into something more comfortable and enjoy a nice lunch, swim in the pool, walk along the beach, etc., until you are notified that your room accommodation is ready for check-in.

DRESS CODE: ** MEN ** - Please be advised that some resort restaurants may require long pants, collared shirt, & closed-toe shoes. Please pack accordingly.

HONEYMOON & ANNIVERSARY TRAVELERS: You **MUST** bring a copy of your marriage certificate to qualify for any complimentary honeymoon/anniversary package (photocopy is recommended). Failure to have such proof of marriage will result in the resort denying these complimentary privileges (if applicable). PLEASE notify your Vertical Escape Vacations LLC agent if you are celebrating a Honeymoon or Anniversary so that they can notate this in your reservation. Typically, resort will honor these packages up to 30 days before or after your honeymoon/anniversary date.

DECLINATION/REFUSAL OF TRAVEL INSURANCE: Travel Insurance declined, unless otherwise stated on the invoice. Vertical Escape Vacations LLC, as a travel broker for all Vendors/Tour Operators, may enclose Third-Party Terms & Conditions (or restrictions) links and/or verbiage, along with your travel documents. **Third-Party vendors' Terms & Conditions are also available on said vendors' website(s).**

Vertical Escape Vacations LLC is not responsible for changes in airline schedules, cruise itineraries, or gov't tax increases. Distribution of all documents requires proof of delivery as authorized. Acknowledgment of this invoice as delivered constitutes acceptance and agreement to pay according to terms and conditions as attached and by any credit issuer.

CORONAVIRUS (COVID-19) RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNITY AGREEMENT: The 2019 Novel Coronavirus* (COVID-19, "Coronavirus") is a known and rapidly evolving pandemic that is affecting travel worldwide, with continued spread and impacts expected.

Client is fully aware of the current global Coronavirus COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel.

Client understands that it is his/her responsibility to check the latest travel information regarding this virus outbreak with the CDC.
<https://wwwnc.cdc.gov/travel/notices>

Client understands that it is his/her responsibility to have travel insurance, ensuring they have coverage for all medical needs and trip cancellation, but understands that **concerns or fear of travel is not a covered reason for cancellation relating to the Coronavirus/ Covid-19 and will be denied.** Client holds Vertical Escape Vacations LLC harmless for his/her election to not purchase travel insurance or any denial of claim by travel insurer as it relates to Covid-19 or any other claim under the policy.

Travel insurance generally only covers unforeseen events. Most insurers classified COVID-19 as a 'known event' late January 2020. Please note that most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Client understands that he/she is bound by the terms of the insurance policy as it relates to Coronavirus/Covid-19.

Client is aware the travel warnings, travel restrictions and rules and understands the risks, is accepting of these and knows that Vertical Escape Vacations LLC holds agency harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling through. Client further agrees to hold Vertical Escape Vacations LLC harmless for any financial penalties or fees imposed by the by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements due to Covid-19 and **agrees not to institute a credit card dispute or "charge back" to Vertical Escape Vacations LLC for said penalties or fees.**

Client is aware that additional screening procedures and restrictions may take place at airports and in public areas. Client is aware that these restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains or other means of transport.

Client is aware that Immigration restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.

Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions with regards to the Coronavirus COVID-19 and takes full responsibility for his/her actions with regards to this.

Client understands and confirms Vertical Escape Vacations LLC, after reasonable inquiry, has provided client with the best available information regarding pandemic protection policies, provided by travel suppliers, including but not limited to airlines, hotels, cruises lines, tour agencies, transfer agencies or any other provider involved in clients' booking, but said suppliers may or may not enforce or apply said policies. Additionally, client understands and is aware that even if said travel suppliers make a good faith effort to enforce said pandemic policies and procedures, some travelers may refuse to cooperate with said policies. Client further holds Vertical Escape Vacations LLC harmless for any injury or harm that may arise.

DISCOUNTS: If given a discount as police or active-duty, retired or veteran personnel, you must bring a copy of your police or active-duty identification and/or DD-214. Please be advised that if you are not able to show your ID at the time of arrival, you will be charged at check-in the amount of the discount applied.

b. UNIQUE TRAVEL CORP – WITHOUT TRAVEL INSURANCE

Disclaimer

Please click the following links to read UNIQUE TRAVEL CORP ("Tour Operator") Terms and Conditions for [SANDALS](#) and [BEACHES](#). By depositing/booking, you agree to Vertical Escape Vacations' and Unique Travel Corp's Terms & Conditions.

PASSPORTS: Everyone, including children and infants, MUST have a VALID passport to travel internationally (not Passport Card). Failure to comply will result in denial of boarding, no refund, no exceptions (out of the USA). Vertical Escape Vacations LLC is NOT responsible for passports in ANY way. Passports are required to be valid for 6 months from your return date. PASSPORT CARDS ARE NOT VALID FOR TRAVEL INTERNATIONALLY VIA AIR! PLEASE CONTACT YOUR AGENT TO ASSURE YOU HAVE PROPER DOCUMENTATION, LEGAL NAMES & ID FOR YOUR TRIP.

CHANGES TO RESERVATIONS: ANY changes made to your existing room reservation are subject to the current rates, promotions, and terms at the time of change.

FINAL PAYMENT: The final payment MUST be received **NO LATER THAN 45 days prior** to departure. Final payments are not automatically charged. Please note your calendar of this final payment date. I try to send reminders about a week before final payment is due, however, reminders may not be sent. I strongly urge final payments to be made a few days prior to final due date in case of bank and/or credit card processing issues. Additional payments can be submitted prior to final payment. You must go to <https://www.vevacations.com/registration-and-payments> on the date you'd like the payment to be posted. Vertical Escape Vacations LLC is not responsible for cancellations due to payments made after this date. All reservations are subject to cancellation and hotel penalties as described the respective links, provided above, if your final payment is not received on the due date. Cancellation due to non-payment is not covered by travel insurance.

CANCELLATION PENALTIES: Please refer to Terms & Conditions link(s) above. If Vertical Escape Vacations LLC booked your airline tickets, they are 100% non-refundable and subject to individual airline penalties/fees (see insurance below). All the above would be protected with the optional Travel Insurance, with the exception of cancellation due to late or no payment. If you do **not** have insurance, natural disasters (such as hurricanes), cancellations for **ANY** reason (medical/personal emergencies, cancellation of the wedding, etc.) do not relieve you from these penalties. ONLY the Travel Insurance will ensure your coverage. All cancellations must be received in writing/email with a confirmed response.

CANCEL FOR ANY REASON TRAVEL INSURANCE: Your Vertical Escape Vacations LLC Agent will quote your insurance policy cost upon the initial trip quote.

Cancel for Any Reason Insurance can be purchased at the time your reservation is made or added after the initial trip deposit is received, up until final payment.

Vertical Escape Vacations LLC is not licensed to sell insurance and therefore cannot discuss coverage. To view your state-specific plan details please visit: <http://www.tripmate.com/wpF389U/tic>

Cancel for Any Reason Insurance will allow you to cancel for any reason, up to the morning of departure (prior to flight departure), with a full refund (minus insurance policy cost), along with other benefits detailed in the policy. Insurance does NOT cover items you purchase outside Vertical Escape Vacations LLC (i.e. airfare, tours, excursions, etc.).

TRAVELING WITH CHILDREN: Children under 18 years of age not traveling with both parents or legal guardian(s) may need to present a notarized letter from the absent parent/guardian granting permission to travel outside the United States and provide emergency medical care if necessary. Please refer to this website for more information and sample letters: <http://www.globetrektravel.com/minortravelforms.pdf>. Vertical Escape Vacations LLC is not responsible for the lack of compliance to provide proper documentation to airport authorities. It is the responsibility of the traveler & the traveler's parents/guardians to provide proper documentation to airport authorities.

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AIRLINE CHECK-IN: Please check in with your airline at the airport no later than three (3) hours prior to scheduled flight departure time.

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DRESS CODE: ** MEN ** - Please be advised that some resort restaurants may require long pants, collared shirt, & closed-toe shoes. Please pack accordingly.

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Client is aware the travel warnings, travel restrictions and rules and understands the risks, is accepting of these and knows that Vertical Escape Vacations LLC holds agency harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling through. Client further agrees to hold Vertical Escape Vacations LLC harmless for any financial penalties or fees imposed by the by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements due to Covid-19 and **agrees not to institute a credit card dispute or "charge back" to Vertical Escape Vacations LLC for said penalties or fees.**

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Client is aware that Immigration restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.

Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions with regards to the Coronavirus COVID-19 and takes full responsibility for his/her actions with regards to this.

Client understands and confirms that Vertical Escape Vacations LLC, after reasonable inquiry, has provided client with the best available information regarding pandemic protection policies provided by travel suppliers, including but not limited to airlines, hotels, cruises lines, tour agencies, transfer agencies or any other provider involved in clients booking, but said suppliers may not enforce or apply said policies. Additionally, client understands and is aware that even if said travel suppliers make a good faith effort to enforce said pandemic policies and procedures, some travelers may refuse to cooperate with said policies. Client further holds Vertical Escape Vacations LLC harmless for any injury or harm that may arise.

DISCOUNTS: If given a discount as police or active-duty, retired or veteran personnel, you must bring a copy of your police or active-duty identification and/or DD-214. Please be advised that if you are not able to show your ID at the time of arrival, you will be charged at check-in the amount of the discount applied.

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CHANGES TO RESERVATIONS: ANY changes made to your existing room reservation are subject to the current rates, promotions, and terms at the time of change.

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CANCEL FOR ANY REASON TRAVEL INSURANCE: Your Vertical Escape Vacations LLC Agent will quote your insurance policy cost upon the initial trip quote.

Cancel for Any Reason Insurance can only be purchased at the time your reservation is made; it cannot be added after the initial trip deposit is received. Cancel for Any Reason Insurance ranges in price, per person, and is based on total package cost and coverage. There are three (3) options:

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Client is aware that Immigration restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.

Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions with regards to the Coronavirus COVID-19 and takes full responsibility for his/her actions with regards to this.

Client understands and confirms that Vertical Escape Vacations LLC, after reasonable inquiry, has provided client with the best available information regarding pandemic protection policies provided by travel suppliers, including but not limited to airlines, hotels, cruises lines, tour agencies, transfer agencies or any other provider involved in clients booking, but said suppliers may not enforce or apply said policies. Additionally, client understands and is aware that even if said travel suppliers make a good faith effort to enforce said pandemic policies and procedures, some travelers may refuse to cooperate with said policies. Client further holds Vertical Escape Vacations LLC harmless for any injury or harm that may arise.

e. TENON TOURS

Tenon Tours Customer Agreement

Tenon Tours, LLC (Hereinafter "TT") is a Massachusetts Limited Liability Company specializing in providing our guests with crafted tours to destinations in Europe. Please read the following terms and conditions carefully. These terms and conditions together with our privacy policy and any other documentation we provide you form the basis of your contract with us (hereinafter The Agreement). By booking a tour with us, you are accepting and consenting to The Agreement. If you do not agree to the Terms and Conditions, you must not make any booking with us. After reading this entire customer agreement, you must indicate your acceptance of the terms and conditions set forth in this agreement by clicking the appropriate box online or sending a signed copy to our office by mail or email to travelinfo@tenontours.com for your reservation to be complete.

The terms "we", "us", "our", and "TT" refer to Tenon Tours, LLC. The term "you" "participant" or "customer" refers to the customer booking a reservation through us. Reference to "Suppliers" and "Service Providers" means all third parties who provide services to you including airlines unless otherwise specified.

You affirm that you are at least 21 years of age and possess the legal authority to enter into this agreement in accordance with all Terms and Conditions herein. If you are making travel reservations or bookings for another person you agree to inform that person(s) about the Terms & Conditions that apply to the travel reservations and bookings you have made on their behalf, including all rules and restrictions applicable thereto and these Terms and Conditions. You agree to be financially responsible for all bookings you make. You are responsible for any bookings and travel reservations made by persons under your direction or control. You also affirm that all information supplied by you or on your behalf, or by members of your household is true, current, complete, and accurate. Furthermore, you also confirm that the traveler is not an unaccompanied minor.

Tour Operator:

All packages and related components have been arranged by Tenon Tours, LLC ("TT"), a Massachusetts Limited Liability Company with its principal offices located at 17515 Nassau Commons Blvd., Lewes, DE 19958. TT is responsible for making travel arrangements through independent vendors and suppliers and does not own or operate any airline, hotel, establishment, vehicle or other mode of transportation, insurance coverage, tour, or event company or provider that may be included in its package offerings.

Reservations and Payments:

Reservations and payments may be made online using the link provided to you or by phone at 1-855-468-3666. A non-refundable per person deposit amount described in proposal/confirmation is required by due date to secure reservation. Deposits, periodic, and final payments are due in our office by the due date

associated therewith. Payment due dates vary according to your Vacation Package and chosen payment plan. Please refer to your invoice for exact payment due dates or contact our office.

Failure to make on-time payments may result in cancellation of reservation, loss of first choice hotel, flight, mode of transportation, reservation suspension, assessment of a late payment fee or reinstatement fee, and/or removal of all price discounts/adjustments and booking incentives previously applied to your account.

Payments may be made by Visa, MasterCard, American Express, or Discover credit/debit card on our secure website or by phone and cardholder must agree to the terms and conditions contained herein. Personal checks will be accepted, although reservation is not considered complete and travel documents will not be issued until the check has cleared and monies have been received by the issuing bank.

Please ensure you check all details of your Invoice and all other documentation (including airline tickets) immediately on receipt. Please inform us immediately if anything appears to be incorrect. We cannot accept any liability if we are not notified of any inaccuracies in any documentation within 7 days of our sending it to you.

Credit Cards:

TT accepts Visa, Mastercard, American Express and Discover credit/debit cards. You may make payments by credit card online through the link provided on your confirmation or by calling our office.

Changes to Reservation:

Any change made to a reservation once payment has been received must be requested in writing by emailing changes@tenontours.com and may be subject to a change fee. In most circumstances, TT is subject to the rules and fees of third-party vendors and suppliers and therefore change requests are not guaranteed. If the requested change is possible, any fees incurred by the vendor or supplier, as well as an administration fee will be added to the reservation.

Payment Protection Policy:

If the traveler wishes to cancel his/her reservation, your payments will be protected with our Payment Protection Policy. All requests must be made in writing to changes@tenontours.com. Return of monies paid to TT will be refundable for individual cancellations per the cancellation table below, less any non-refundable payments/deposits made by TT to secure airfare, transportation, private drivers and/or guides, accommodations, travel insurance, meals, show tickets, admission tickets to attractions, etc. Also deducted from the net refundable amount will be any adjustments for room rate changes created by the cancellation (i.e., quad to triple; triple to double, etc.). NO REFUNDS, for any reason, will be paid for individual cancellations received 7 days or less prior to the departure date.

Days Prior to Departure	Payment Protection Policy
61+ Days	65% refund, less any non-refundable items. Remainder issued as credit.
31-60 Days	50% refund, less any non-refundable items. Remainder issued as credit.
7-30 Days	100% credit* less any non-refundable items
< 7 Days	No refunds or credits

***Credit Terms:**

Credit will be issued in the form of a voucher, which may be used towards the purchase of any land package operated by Tenon Tours. Credit may not be applied towards airfare or travel insurance.

Voucher is valid and must be applied to the final balance within 24 months, with travel commencing within 27 months, from the date of issue.

Credit is not redeemable for cash but is transferable to another traveler under the same terms.

Any unused credit will not be refunded

**Any tours operated by third-party operators will be subject to the cancellation and refund policies of the operator. Please contact us if you have any questions or concerns about your tour.*

Refunds:

Refunds will be processed within 30 days of acceptance of the change/cancellation request, based on approval and in accordance with the change/cancellation policy stated herein. If original payment(s) were made by credit card, any due refund will be credited back to the credit card used for the transaction if the payment was made within 90 days prior to the acceptance/approval of the change or cancellation. If received more than 90 days prior to, or the original payment was made by check, a check will be issued for the refund amount. An additional 14 days may be required for check refunds.

Special Circumstances / Custom Bookings

At times, there may be a non-refundable deposit required by a vendor/supplier to guarantee a reservation. If such a non-refundable deposit was paid by TT to any supplier, this amount will be deducted from any refund due.

NOTE: In addition to any refunds, less policy cost, Vertical Escape Vacations may charge a Cancellation Service fee of up to \$100.00 per person.

Tour Cancellation by TT:

TT reserves the right to not accept a reservation without having to provide a reason. Also, TT reserves the right to cancel any tour at any time. In the unlikely event that a cancellation of the scheduled tour becomes necessary, TT will notify the participant at the earliest possible time and will provide an alternative option at no additional charge. If the alternative option is not accepted by the participant, TT will provide a full refund of all monies paid to TT, provided the option is declined in writing within 7 days of receipt of cancellation notification. TT is not responsible for cancellations due to circumstances beyond TT's control, or force majeure

(including or similar to political/civil unrest, war or threat of war, riots, closure of airports, or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, pandemic, epidemic, or health risk, Acts of God, sickness, breakdown, customs regulations, strikes, hotel overbookings, or adverse weather conditions).

Cancellation or Rescheduling by Tour Guide or Other:

In the event that a third-party tour operator or other chooses to change the departure date, the standard cancellation charges remain effective for the original departure date. Cancellation of a tour without TT's consent is subject to standard cancellation charges.

Cancellation of Confirmed Airfares:

Most airlines require a non-refundable payment in full of published airfare at the time of booking to secure the best available schedule and fare. No cash refunds will be issued by TT for air cancellations. Each airline's cancellation policies, restrictions, and conditions vary, so please check with the air carrier's directly for information on available credit towards a future air ticket.

Travel Documents and Destinations:

By offering reservations for travel in particular international destinations, TT does not represent or warrant that travel to such areas is advisable or without risk. It is your responsibility to be aware of travel warnings and advisories as announced by the U.S. Department of State, Center for Disease Control and Prevention (CDC), or advisories pertaining to your chosen destination(s). Should you choose to travel to a country that has been issued a travel warning or advisory, TT will not be liable for damages or losses that result from travel to such destinations.

You and any minors traveling with you must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements, you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements, please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. TT bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Health:

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

Disinfection:

Most countries reserve the right to disinfect aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, we want you to be aware that it is a possibility. This process includes the following: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information you can visit the U.S. Department of transportation website at: <https://www.transportation.gov/airconsumer/spray>.

Air Transportation:

Fuel-related fees charged by individual airlines and government departure taxes/fees are passed to the tour participant and are subject to change at any time. Any change in these fees will be adjusted accordingly on your account no later than 10 days prior to departure and, in the event of an increase, must be paid in full regardless of whether the account was previously paid in full.

Baggage and Seat Assignments:

Travelers are responsible for confirming that their baggage complies with all applicable airline restrictions and regulations and should report any lost luggage to the airline directly. Seat assignments are at the discretion of the airline.

Hotel Accommodations:

All accommodations have been arranged by TT as listed on your itinerary/invoice. Hotels may vary by destination, city, and week of travel. TT reserves the right to substitute hotel accommodations of similar quality at any time, given the substituted accommodations are in the same city and destination and with the same arrival/departure schedule. Check-in/check-out times, amenities, and hotel policies vary by hotel. For tours operated by third-party operators, hotel selection is at the discretion of the operator and subject to change according to their stated policy.

Occupancy Rates:

Participants are registered and priced at double occupancy by default unless otherwise noted on their registration form. TT makes all reasonable efforts to accommodate occupancy requests but cannot be responsible if requests are not available. If the hotel charges an additional fee for special occupancy requests the guest will be solely responsible for that fee.

Transportation:

The type of transportation provided by TT varies by package type, week of travel, group size, and individual preferences. Please check your confirmation/invoice for details. Private transfers are used for escorted/semi-escorted tours, when possible, but scheduled service routes may be utilized at times for small groups. If you miss the scheduled departure for any event or transfer, it is your responsibility to arrange transportation to the next arrival/departure point to rejoin the scheduled

tour/itinerary. No refunds will be issued for missed transportation. Chauffeured and self-drive packages require specific requests to be determined and agreed upon by you and TT prior to confirming the reservation. It is understood that TT reserves these services through other suppliers and is not responsible for additional standard fees applied by the supplier, or fees that may be charged due to a change in the original reservation or itinerary.

SPECIAL NOTICE:

Delays, cancellations, and overbooking may occur on air flights, transportation, accommodations, and land reservations by the participating carriers, hotels, and suppliers. While TT will do everything possible to avoid these inconveniences, it cannot and will not assume responsibility for the respective carriers, hotels, and suppliers.

Optional Tours and Excursions:

TT has made arrangements with various suppliers in each destination to offer a variety of optional tours and excursions, in which vouchers/tickets ("documents"), or confirmation numbers will be given to you upon purchase. It is your sole responsibility to retain all confirmations and/or documents. No refunds will be given for lost, stolen, or unused confirmations and/or documents.

Packaged Tour Inclusions:

All packaged/wholesale tour inclusions are listed on your confirmation/invoice and are subject to terms and conditions contained herein. Air and coach transportation providers, hotel accommodations, and events and locations are subject to change. In the event of a hotel change, equal or upgraded accommodations will be provided. Scheduled tours operated by third-party operators may be subject to the cancellation and refund policies of the operator.

Unused Tour Arrangements:

No refunds or credits will be provided to participant by TT for any unused accommodations, flights, services, or other package features unless agreed to in writing by both parties. TT strongly recommends that travelers purchase the available Travel Protection Plan, which, in accordance with its terms, may cover trip interruption due to certain medical or family emergencies.

Travel Protection Insurance Plan:

TT strongly recommends the purchase the available travel protection plan to provide protection to travelers in the event of certain types of trip cancellation, trip interruption, travel delay, emergency medical assistance and transportation, and delayed or lost baggage. Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. TT cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available. See website or brochure for full complete details and terms. Pre-existing medical conditions are covered if insurance premium is paid within 7 days of trip deposit. [Click here](#) for detailed information about travel insurance. Due to the exceptional benefits of this plan, we require each traveler to indicate whether they either accept or decline the available travel protection plan.

Non- Responsibility:

By agreeing to and signing this customer agreement (including a digital signature), the participant hereby agrees to accept and be legally bound by all the terms and conditions contained herein with no exceptions. Tenon Tours, LLC, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, accommodations, and all other services related to this tour. TT is an independent contractor and is not an employee, agent, or representative of any of these suppliers. TT 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 tour. TT is not affiliated with any other tour operator. All suppliers are independent contractors and are not agents or employees or representatives of TT. All confirmations, tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the confirmations, coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither TT, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of TT. TT assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and TT shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, pandemic, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. TT accepts no responsibility for lost or stolen items. TT reserves the right to refuse any participant or potential participant at its sole discretion. It is understood that, as a tour operator, TT offers all packages as a single, inclusive trip/tour/vacation with confidential rates and fares offered by suppliers and, therefore, cannot provide an itemized invoice by service.

Additional Risks:

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept all risks. As lawful consideration for the agreement with TT to participate in such trips and activities you agree you will not make a claim against TT, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release TT, its related companies, and its personnel from all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives, and assigns.

Where the guest occupies a motor coach or other vehicle seat fitted with a safety belt, neither TT nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness, or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Tour Hosts:

If a Tour Host, Driver, or Guide is accompanying the trip, they reserve the right to make additions and deletions as believed advisable or necessary for the well-being of the group in their sole discretion. Tour Hosts, Drivers, and Guides are not employees of TT.

Participants with Disabilities:

Participants with disabilities are welcome and must always be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from TT or its suppliers. Participants with disabilities must notify TT in writing no later than the Trip Registration Deadline of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. Participants with disabilities should notify TT if ADA accessible accommodations are needed. TT will make all reasonable efforts to accommodate this request but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the guest 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.

Special Dietary Requirements:

For safety and liability reasons, TT 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. All scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. While most meal establishments can offer general options, TT cannot guarantee that options will be available. Just in case, we recommend packing extra food/snacks if accommodations cannot be met. Should a group member have special dietary requirements, that group member shall be solely responsible for any additional expense to their meal plan.

Conduct Expected:

Each participant is expected to act responsibly and adhere to all behavior guidelines established by an accompanying Tour Host, Driver, or Guide, if applicable. Any failure to respond to the guidance of the Tour Guide and/or Tour Manager can result in the immediate return home of the offending participant. Any participant sent home for behavior or disciplinary issues will be sent at their sole expense, and no refund will be available for any portion of the trip.

If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. TT is not responsible for any costs incurred concerning a guest removed from a guided vacation/holiday. Guests agree not to hold TT or any of its related entities liable for any actions taken under these terms and conditions.

Video/Photographic Likeness:

Any photographic, film, video likeness or audio recordings of participants while on tour may be edited and used by TT in future marketing campaigns and on the TT's website without any notification or compensation to the participant.

Brochure Printing Disclaimer:

TT is not responsible for any typographic or printing error in any brochure, itinerary, confirmation, or related material, whether printed or electronic.

Severability:

The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Jurisdiction and Applicable Law:

These Booking Conditions and any agreement to which they apply are governed in all respects by the laws of the state of Massachusetts without regard to conflicts of law principles. All guest claims must be submitted in writing and received by TT no later than sixty (60) days after the completion of the TT vacation. Guest claims not submitted and received within this time shall be deemed waived and barred.

If any action at law or in equity is necessary to enforce or interpret the terms of Vertical Escape Vacations' Terms & Conditions, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled. The venue for any legal proceedings related to Vertical Escape Vacations' services shall be the state courts located in Montgomery County, Pennsylvania or the federal courts located in Philadelphia, Pennsylvania. Vertical Escape Vacations, LLC is an Independent Affiliate of TropiGal Travel LLC - Fla. Seller of Travel Reg. No. ST44606. Vertical Escape Vacations, LLC is registered with the State of Florida as a Seller of Travel Registration No. ST44606

Questions? Feel free to [Contact Us](#).