

TRAVEL DELICIOUSLY LLC

Booking Agreement

Terms and Conditions

Travel Deliciously is a company organized for the purpose of conducting immersive, small-group experiences that take you off the beaten path. Our expertly curated itineraries invite you to discover hidden gems and indulge in the local flavors of destinations you might not think to explore on your own. With all-inclusive packages that cover everything from airfare to gratuities, we ensure your journey is seamless, stress-free, and unforgettable. The terms "we", "us", "our", and "Travel Deliciously" refer to Travel Deliciously LLC, a limited liability company organized and existing under the laws of the State of Wisconsin. The term "you" "participant" or "traveler" refers to the participant making a booking with us who fully intends on joining and participating in one of our group experiences.

CONTRACT. We draw your attention to the terms and conditions of your participation below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our suppliers form the basis of the contract with you. Before booking with us you must ensure that you have read and understood these terms and conditions (raising any questions you may have with us). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection, arbitration provisions and notice clauses.** By asking us to confirm your booking you are accepting all of the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree with it.

You represent and warrant that you are of sufficient age and mind to use our services and website and can create binding legal obligations in connection with your use, and that the information supplied by you is true and correct. Please note, each departure has specific age limits—contact us for questions. No exceptions.

VIOLATIONS BY YOU. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to participate in all or any part of the tour.

CHANGES TO THESE TERMS AND CONDITIONS. Travel Deliciously reserves the right, in our sole discretion, to change these terms and conditions at any time. Updated versions of the terms and conditions with material changes will be provided to you and are effective immediately upon receipt to you via email. Your continued use of our services including continuing to use or maintain your booking after any changes to the terms and conditions constitutes your consent to the changes.

BOOKING/PAYMENT. A client's booking is not confirmed until the client's required \$250 initial deposit is received by Travel Deliciously. Note: As outlined below, a portion of or the full amount of the initial deposit is non-refundable.

The balance of the payment is due ninety (90) days before the departure date (certain tours may have exceptions).

We will confirm your booking and send confirmation upon receipt of the initial deposit or, if you so choose, payment in full. After booking you will receive an invoice with final payment information, and other important travel information. The invoice will contain a breakdown of the elements of your booking and your deposit plus include final payment due date..

Upon booking, we will provide you with instructions for payment. You must make all payments in full and on time. If payments are not received when due, we reserve the right to cancel your participation in the tour and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your participation in the tour. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

Ninety (90) days prior to your tour (certain tours may have exceptions), you will receive i) a reminder of final payment and ii) travel information for you to review, prepare and complete. Please review these documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

PAYMENTS. All participant payments are to be made by check, Mastercard, Visa, American Express or Discover. Your payments are an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks or payment disputes.

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

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.

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

PRICE AND RATE CHANGES. The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your full payment. Any increase to your travel price will be as the result of changes in our costs of supplying your travel resulting from changes by our suppliers, dues, or taxes payable locally, fuel fluctuations, currency fluctuations and government action. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new Invoice reflecting any changes made. After full and final payment your price is locked in.

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

WHAT'S INCLUDED IN YOUR TOUR

Accommodations

Accommodations are provided as detailed in your itinerary but are subject to change (even on site), in order to adapt to situations beyond anyone's control, including but not limited to weather or any other condition that may affect the group while traveling. Hotels and bed and breakfast accommodations are included. Special requests are not guaranteed and often cannot be accommodated.

Travelers should be aware that hotel room sizes, standards and facilities can vary regionally and are substantially different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as ADA and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Travel Deliciously reserves the right, if necessary, to substitute other similar hotels for hotels listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for hotel over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at Travel Deliciously's sole discretion and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, hotel and other accommodation profiles, we cannot guarantee their suitability for your preferences or expectations given the nature of the accommodations and locations. We cannot guarantee the supplier's images and descriptions of the properties and rooms will be the same or similar for your accommodations during your stay/s. Additionally, participants should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Travel Deliciously does its best to maintain current and accurate information regarding these suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images.

Transportation

Travel Deliciously is pleased to offer ground transportation in accordance with the group itinerary, including cars and drivers. You must be on time for all transportation. There will be no refund for missed or unused transfers. Your transfers to and from the airport are included with most departures. If you are booking your own flights to/from our tour please provide us your flight information no less than 21 days prior to departure. If you are booking your own flights, your transfers to or from the airport are your responsibility unless you are able to meet up with our group transfers. If your separately booked flights are delayed, you will be responsible for your transfers. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing a portion of the tour and no refund shall be due. If you decide to arrive one or more days prior to the commencement of the tour and you stay (at your own expense) in a nearby hotel, we can usually facilitate your transfer from the airport at your expense.

Meals

All meals (breakfast, lunch and dinner), water and non-alcoholic beverages are included. Alcoholic beverages may be included with some meals. Special diets should be requested at the time of booking; however, it may not be possible for special diets to be accommodated. For safety and liability reasons, Travel Deliciously and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise the hotels of your request but we cannot guarantee the availability of certain dietary requests.

Alcohol Liability

Alcoholic beverages may be served at some meals on the trip. Participants agree to drink at their own risk and to be responsible for their own behavior. Travel Deliciously reserves the right to stop serving alcohol to anyone at any time.

Smoking Policy

No smoking or vaping is allowed on any tour transportation, in the hotel or where other tour participants are present.

Round-trip International and Domestic Airfare

Roundtrip international and domestic airfare is included if listed in your Itinerary. A client must wait for Travel Deliciously to advise that the trip has reached the minimum number of participants for the trip to be guaranteed. Only at that point should a client book additional travel plans. Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Additional Inclusions

Per the itinerary, we also include sightseeing, guides and entrance fees. Gratuities for planned activities are included.

Changes to Itineraries

Travel Deliciously reserves the right to make changes to its published itineraries. In such cases, we will arrange for the substitution of comparable services.

There may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. Travel Deliciously reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, site visits undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. Travel Deliciously may choose to amend itineraries for such sites. These changes, as well as any changes in tour personnel, will not be considered a material change and will not be considered cause for cancellation by the participant.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the supplier of the activity and your only recourse in case of damage will be against the supplier of the alternate activity.

WHAT'S NOT INCLUDED IN YOUR TOUR

Any items and matters not referred to in your itinerary are not included in the tour price. Specifically, airfare and alcohol, unless included in the itinerary, travel protection and insurance of all kinds, photographic equipment, gratuities (with the exception of gratuities for planned activities and tour personnel), visa fees, passport fees, laundry, phone calls, luggage charges, mini bar and all items of personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the tour whether of your own volition, our decision based on behavior that disrupts the

trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

NON-OPERATION OF A TOUR. All tours are based on a minimum number of participants. Travel Deliciously makes every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of participants, cancellation of the tour may occur at the sole discretion of Travel Deliciously. In such case, participants will be advised at least 30 days prior to departure. Travel Deliciously reserves the right to change the departure date. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and Travel Deliciously will not be liable for the carrier's refusal to make any refund whatsoever. In such case Travel Deliciously will not be liable for any additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the tour.

CHANGES AND CANCELLATIONS

Changes by Participants

Since changes are considered canceled services, cancellation fees may apply. Changes are subject to additional hotel and vendor charges based on availability and may incur additional fees. Changes to airfare are subject to the carrier's Terms and Conditions.

If you are unable to complete the tour due to a physical or mental inability to keep up with the group of participants, there shall be no refunds owed even if you are unable to complete the tour.

Cancellation

As described above, Travel Deliciously is required to pay certain suppliers well in advance of your tour date. This includes but is not limited to hotel accommodations, meals, tickets, transportation, etc.

Since Travel Deliciously will pay certain deposits and costs to suppliers prior to the date of travel, Travel Deliciously will assess the following cancellation charges as follows:

Relevant Cancellation Dates	Cancellation Charge Per Person
More than 90 days prior to departure	\$100
76-90 days prior to departure	\$250
61-75 days prior to departure	25% of the total cost of the trip
31-60 days prior to departure	50% of the total cost of the trip
Less than 31 days prior to departure	No refund

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

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

Notwithstanding the foregoing, in the event the participant is able to find a suitable traveler to take participant's spot on the trip, Travel Deliciously will allow the transfer, less any penalties incurred, and less a small transfer fee. Reservations are not transferable without the explicit written approval of Travel Deliciously.

Cancellation or Changes by Travel Deliciously

We reserve the right to cancel or reschedule any departure for any reason. If we cancel, except in the case of a force majeure event, we will offer alternate arrangements. We may at our sole discretion offer travel vouchers or refunds in accordance with the cancellation schedule above. Guest is responsible for any additional costs for air tickets or other travel arrangements not made by us.

If between planning time and/or during actual travel, circumstances require changes, Travel Deliciously and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. Sightseeing tours may be altered as described above. Travel Deliciously cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the participant. Normal cancellation penalties still apply to the tour that has been changed.

NO REFUND FOR UNUSED ARRANGEMENTS. As Travel Deliciously' prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.

FORCE MAJEURE. Travel Deliciously assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other

unforeseen circumstances or any other factors unforeseen by Travel Deliciously that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by Travel Deliciously.

TRAVEL PROTECTION. Travel Protection Coverage is not included. However, it is the participant's responsibility to protect their purchases. **For this reason, travel insurance and additional cancel for any reason coverage is strongly recommended.** Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase. **If you choose to travel without adequate travel protection insurance coverage, we will not be liable for any of your losses howsoever arising, for which an appropriate travel protection insurance policy would otherwise have been available.**

Travel Deliciously is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Travel Deliciously cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

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

DESTINATIONS AND DOCUMENTATION. Travel to certain destinations may involve greater risk than others. Travel Deliciously urges Travelers to remain informed daily as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **It is**

your responsibility to be aware of any and all requirements for admittance to a country or state, including Covid-19 and other communicable disease requirements . Should you choose to travel to a country that has been issued a travel warning or advisory, Travel Deliciously will not be liable for damages or losses that result from travel to such destinations.

It is the responsibility of each participant to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/participant-information/acceptable-ids>. Travel Deliciously strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

You acknowledge and agree to follow and abide by any and all local and national laws and regulations for any country you visit while participating in the culinary trips. While all local and national laws and regulations are important to follow, we strictly encourage you to be informed concerning the use and/or possession of drugs in particular. There will be no tolerance for any use or possession of any drug and your failure to strictly comply with this requirement will result in a breach of this Agreement and may prevent you from your continued participation in the tour.

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

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

INSECTICIDE NOTICE. Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated

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

NON-RESPONSIBILITY. Travel Deliciously, and its employees, owners, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. Travel Deliciously is not an employee, agent, or representative of any of these suppliers. Travel Deliciously 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. All suppliers are independent contractors and are not agents or employees or representatives of Travel Deliciously. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all participants agree that neither Travel Deliciously, nor its employees, owners, 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 Travel Deliciously. Travel Deliciously 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; Travel Deliciously assumes no responsibility or liability for personal property; and Travel Deliciously shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Travel Deliciously accepts no responsibility for lost or stolen items. Travel Deliciously reserves the right to refuse any participant or potential participant at its sole discretion.

ASSUMPTION OF RISK/WAIVER. Traveler is aware that travel such area as participant is undertaking on the trip may involve inherent risks to your health and safety, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other participants, Travel Deliciously and its owners, employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical

activities, travel to remote locations, carriage by aircraft, or travel a country with developing infrastructure. Standards of hygiene, medical care, accommodation, and transport where this trip is taking place are often lower than the standards you may reasonably expect in your home country or region.

You agree that there is a risk associated with your ability to keep up with the pace of the group. We shall not be held liable for any reason if you are unable to keep up with the group at any point during the tour. You agree that we will not be able to slow down to accommodate your pace, and we shall not be liable should you not be able to complete the tour.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, participant is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Travel Deliciously from any and all claims associated with the trip, including any claims of third-party negligence and/or the negligence of Travel Deliciously and participant hereby covenant not to sue Travel Deliciously for any such claims or join any lawsuit or action that is suing Travel Deliciously. You waive any and all claims that you have, or may in the future have and release from all liability and agree not to sue, Travel Deliciously, its agents, owners, suppliers or affiliates for any personal injury (including mental distress or trauma), illness (including exposure to diseases, epidemics or pandemics), death, property damage, quarantine or other loss that you may sustain during or as a result of the trip due to any cause whatsoever on the part of Travel Deliciously or others, including: negligence – including the failure to use such care as a reasonably prudent and careful person would do in the circumstances and failure to meet reasonable standards of care; breach of any other duty imposed by law; breach of contract; and mistakes or errors in judgment of any kind This agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Agreement, whether by operation of law or otherwise.

INDEMNIFICATION. Traveler agrees to and shall indemnify and hold harmless Travel Deliciously, and each of our officers, directors, employees and agents (collectively “Travel Deliciously”), from any expenses, losses, liabilities (of any type), damages, judgments, demands, settlements and costs (collectively, “damages”) involved with or incurred by Travel Deliciously (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (I) participant’s breach or violation, or threatened breach or violation of this Agreement and (ii) Any damage caused by participant while participating in the tour.

LUGGAGE. Due to continual changes in airline luggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Travel Deliciously is NOT responsible for any fees incurred for baggage or seating. Baggage and personal belongings are at the participants' risk throughout the trip.

RE-CONFIRM YOUR FLIGHT. Travel Deliciously advises you to personally re-confirm 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.

PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility or have pre-existing conditions.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Due to the strenuous nature of this tour, we require the completion of a medical clearance form from a U.S. licensed doctor, physician assistant, or nurse practitioner attesting to your fitness to travel and to participate in this tour. 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.

Additionally, our suppliers are, unfortunately, unable to offer additional assistance to participants with limited mobility and all such assistance will need to be provided by whoever the participant is traveling with. Travelers with disabilities must notify Travel Deliciously at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance.

HEALTH. Travel Deliciously's sightseeing days are physically active. You should expect to be walking and standing for up to four (4) hours at a time, indoors and outdoors, sometimes on uneven cobblestone streets and stairs. You and your companions will need to carry your own luggage through areas such as, but not limited to, airports and rail stations, which may include stairs. Many of the buildings we visit were built centuries ago and may or may not be retrofitted for accessibility. Participants are held responsible for being in sufficiently good physical and mental health to undertake the trip. Travel Deliciously reserves the right to decline to accept or withdraw any tour participant before or during our tour should such a person's health, mental condition, physical infirmity, behavior or attitude jeopardize the operation of the tour, the participant's health and safety or the enjoyment of the other participants. In the event of the exercise of this right, Travel Deliciously will not be obligated to assign any reason and will not be obligated to give a refund for any uncompleted portion of the trip. Any additional charges incurred due to the premature withdrawal of a participant are at the participant's own expense.

For the safety of our guests, Travel Deliciously has the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion, in the best interests of the group and the participant in question.

PHOTOGRAPHIC/VIDEO LIKENESS. Traveler hereby gives consent to Travel Deliciously to publish any photographs and/or videos of the trip or participant in printed or electronic media without obtaining further consent and without compensation. Each participant releases Travel Deliciously and its representatives from any liability in connection with any use of such photographs and/or video.

CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM/JURISDICTION. You agree that you will only bring claims against Travel Deliciously in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Travel Deliciously shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Travel Deliciously unless you have first provided a typewritten notice of claim to Travel Deliciously within 30 days after the trip or cancellation of the trip.**

The terms and conditions of this agreement shall be governed and construed under the laws of the State of Wisconsin, and you agree the proper venue for any claims against Travel Deliciously shall be brought only within the State of Wisconsin.

ENTIRE AGREEMENT & SEVERABILITY. This agreement, including any other documents, including invoices we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Travel Deliciously. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

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