

Rising Road Travel Terms and Conditions

Liability and Risk

Your application shall serve as a release of our liability and a complete assumption of all risks by you and your heirs, administrator, executor, successors, and assigns for all family members. By accepting our terms of service, you are acknowledging that you are aware that travel, wherever it may be, and by whatever means, involves some inherent risk of injury, illness, death, loss, or damage to personal property, which may be caused by acts of nature, negligence, or actions of others.

In consideration of, and as part of the payment for your participation in a program, workshop, excursion, expeditions, other activities, or any program that Rising Road Travel, or their assigns, may be conducting, you are voluntarily releasing Rising Road Travel, their employees, assigns, independent contractors or anyone involved thereof, from any damages, liabilities, costs, injuries whether mental or physical, known or unknown, and by participation, you agree to assume all risks whether known or unknown. You acknowledge voluntarily that by traveling to areas that may be remote, foreign, mountainous, wilderness, wild rivers, remote deserts, and may not be maintained to the standards you are accustomed and therefore may involve certain additional risks, dangers, and inconveniences including, but not limited to, terrorism, forces of nature, wild animals, hotel accommodations, airplane, vehicles, trains, boats, roads, walkways, trails, and other means of conveyance or other unknown risks. You acknowledge that medical services and facilities may not be readily available during all or part of the trip, including medical care, the presence of physicians, and medication. We assume no liability for medical care. We assume no liability for dietary requirements you have.

You also acknowledge that you understand that travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. You also understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation, but only a guideline and example. Group participants must allow for flexibility and changes deemed necessary by the program leader or professional guides. There may be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that will cause further changes in timing, locations, and activities. Understanding this, you further agree that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

Limits on Responsibility

Rising Road Travel, its employees, officers, directors, successors, agents, and assigns, does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, Rising Road Travel is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation Rising Road Travel is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

All workshops and group tours require a minimum number of participants. In the event the minimum number of participants is not met by the date of final payment, Rising Road Travel reserves the right to cancel the event and refund any monies on deposit with Rising Road Travel. In the event a workshop or tour fails to meet the minimum required number of participants Rising Road Travel shall not be liable of any deposits or payments made by participants to any other independent vendor, supplier, or agent there of.

All workshops and tours are subject to change at the discretion of Rising Road Travel due to unforeseen circumstances but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

Travel Advisories/Warnings

It is the responsibility of The Traveler to become informed about the most current travel advisories and warnings by referring to the U. S. State Department's travel website at www.travel.state.gov/ or by phone at [1-888-407-4747](tel:1-888-407-4747). In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, should The Traveler still choose to travel, notwithstanding any travel advisory or warning, The Traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

COVID-19

As a result of the spread of the coronavirus (Covid-19), governments and travel suppliers (including airlines, hotels, restaurants, guides, and tourist attractions) have implemented health, safety, hygiene, security and other measures to be followed before, during and after your trip (collectively, the "Covid Measures"). As a result of Covid-19 and/or the Covid Measures, you and other travelers may experience, without limitation, (i) extended wait-times and other travel delays; (ii) shortening, prolonging, or cancelling your trip or trip excursions, not gaining entry to your destination country or certain tourist attractions, and/or returning home unexpectedly; and (iii) unexpected costs associated with Covid-19 testing and other Covid Measures, hospital stays, medical treatments, cancellations or change charges relating to your trip excursions, early cancellation or extended trip charges, as well as in-destination and home-country quarantine protocols. Because Covid Measures change day-to-day and from country to country, the preceding risks and costs associated with Covid-19 and the Covid Measures are not intended to be exhaustive.

You acknowledge (for yourself and on behalf of your traveling companions that have booked travel arrangements through or by you), that you will comply with, and will cause your traveling companions to comply with, all Covid Measures, and will do so at your cost and risk. For greater certainty, you agree that all costs associated with Covid-19 and complying with Covid Measures, including those set out above, have not been included in, and are in addition to, your trip price and you are fully responsible for, and shall pay, same. You (for yourself and on behalf of your aforesaid traveling companions and each of your and their family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives) covenant not to sue and release, waive and discharge Rising Road Travel from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or your aforesaid traveling companions related to COVID-19, or similar virus. Covid

Measures are generally updated frequently and are typically set out on government and travel supplier websites. We recommend that you visit these websites frequently before and during your trip.

Arbitration Agreement: Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the brochure, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in North Carolina, US, in accordance with the rules of the Arbitration Association then existent.

Travelers Representations

The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. Rising Road Travel reserves the right to decline to accept anyone on a trip. Rising Road Travel reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

Cancellation or Change of a Workshop

While Rising Road Travel will make every attempt to operate confirmed trip, we do reserve the right to cancel or change a trip, at any time due to insufficient bookings and/or reasons beyond our control that might create unsafe or undesirable travel conditions for the participants. In such case, a full and immediate refund will be issued. However, the financial liability of Rising Road Travel, LLC shall be limited to the amount paid to Rising Road Travel, LLC for the stated workshop only and shall not be extended to cover any other associated travel costs incurred (ie. non-refundable air tickets, visa fees if applicable, clothing, equipment, miscellaneous transportation costs, medical expenses, travel insurance premiums, etc.). We reserve the right to refuse acceptance of any participant, for any reason, at any time. We are not responsible for any additional expenses incurred by such participants. For workshops outside of the US, tuition may be adjusted after you have signed up, based on local currency fluctuation.

Not Included

Air transportation and related fees (except as indicated in the itinerary); activities noted as optional in the itinerary; gratuities, unless otherwise noted on the itinerary page; passport and visa expenses; baggage/accident/cancellation insurance; personal expenses, such as laundry, telephone calls, meals (except as indicated on the itinerary) alcoholic beverages; and any other items not specifically noted as included.

Travel Documentation

You are responsible for ensuring that you have the proper travel documents and immunizations. You should check with the respective consulate(s) or visa agencies to determine whether visas are required. Valid passports are required for international travel.

Insurance

Unless you are already covered under an existing policy, we recommend that you purchase travel insurance. Such insurance often provides coverage for losses suffered in the event of trip cancellation and interruption, travel delay, loss of baggage and travel documents, baggage delay, medical emergencies, and accidental death. When traveling outside of your home country, we strongly recommend that you purchase travel medical insurance to specifically cover you should the need for medical care or hospitalization be required.

