



## TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") govern the relationship between Ipilese Travel and Tourism LLC. ("Ipilese" and/or "we/us/our") and you (named traveler), the purchaser and/or traveler ("Traveler, "Client" and "passenger" and "you/your").

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Ipilese. You agree to be financially responsible for all of your travel bookings made on behalf of yourself and any member of your traveling party and warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with Ipilese and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

Signature of Agreement by Ipilese Travel and Tourism LLC. Company and you shall not constitute the creation, conveyance, transference, conference, or otherwise granting of any rights, authority, ownership, or license in the Ipilese Travel and Tourism LLC Company to you by Ipilese Travel and Tourism LLC Company. "

You agree to release, indemnify, and hold harmless Ipilese Travel and Tourism LLC, Company, its officers, directors, employees, contractors, vendors, travel guides, assignees, transferees, agents, and any other third parties acting on Ipilese Travel and Tourism LLC, Company's behalf against any and all expenses, losses, damages, accidents, injuries, claims, or deaths resulting in whole or in part, either directly or indirectly, from any aspect of travel and/or activities facilitated by Ipilese Travel and Tourism LLC, Company . Traveler further agrees that in no event and under no circumstances shall Ipilese Travel and Tourism LLC, Company, nor its officers, directors, employees, vendors, guides, contractors, assignees, transferees, agents, and other third parties acting on Ipilese Travel and Tourism LLC, Company's behalf bear any total or aggregate liability (either jointly or severally) under Agreement that exceeds the amount of total fees paid by You to Company for the particular trip in question.

It is the responsibility of each Traveler to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver's license, 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. 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 Client to miss flight(s), and subsequent scheduled travel bookings and tours.

WHEN YOU RECEIVE ANY AND ALL TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND VERIFY ALL INFORMATION FOR ACCURACY. CONTACT IPILESE TRAVEL AND TOURISM LLC. IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED.

Ipilese strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation. Traveler is responsible to make Ipilese aware when traveling on a passport from a country other than the United States of America. Ipilese neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, Ipilese is not responsible for lost payments made toward the contemplated trip. Please note that rules of each country regarding entry and exit change on a daily basis.

Traveler agrees to abide by all applicable domestic and international laws and regulations in the countries of travel and residency, regardless of length of time in said countries. If questioning, apprehension/arrest, detainment, punishment, or incarceration by lawful authorities occurs, Ipilese Travel and Tourism LLC, Company shall not be responsible or liable, either legally, financially or otherwise, for Traveler's actions or release.

Ipilese Travel and Tourism LLC. Company advises Traveler to purchase the necessary and required travel insurance. Traveler understands that all required credentials, visas, permits, insurance, and other travel, medical, and identifying documentation are the sole responsibility and at the sole expense of Traveler. It is Traveler's sole responsibility and sole cost to determine whether Traveler needs a visa or any other for this trip, the applicable type of visa, and to ensure that the visa is applied for, obtained, and received timely for travel on this trip.

Without appropriate travel insurance, Traveler understands and agrees that if Traveler cancels or interrupts Traveler's travel for any reason, portions of the trip/tour may not be refunded and Ipilese Travel and Tourism LLC. Company and travel vendor's cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Ipilese Travel and Tourism LLC. Company. Ipilese Travel and Tourism LLC. Company CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

Ipilese Travel and Tourism LLC. Company will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in

laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Ipilese Travel and Tourism LLC. Company.

Traveler understands it is their responsibility to arrive in time for travel departure or event or activity start. Ipilese Travel and Tourism LLC Company assumes no responsibility, liability, or expense for Traveler's inability to travel or participate in any activity or event hosted by Ipilese Travel and Tourism LLC Company due to insufficient, inaccurate, or expired travel, medical, and identifying documentation by Traveler, or failure to arrive on time for travel departures or participation in events or activities for any reason, including those reasons that are out of the control of Traveler.

We reserve the right to correct errors. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives and Supplier promotions are subject to availability and may change without notice. Prospective Clients are advised to reserve early to avoid disappointment, increases in fares and additional late booking fees.

Traveler grants Ipilese Travel and Tourism LLC Company the right to take photographs, record videos, and/or use social media posts of Traveler in conjunction with travel and/or activities hosted Ipilese Travel and Tourism LLC Company, before, during, and after such travel and activities. Traveler authorizes Ipilese Travel and Tourism LLC Company, its employees, contractors, assignees, transferees, agents, and any other third parties working on Ipilese Travel and Tourism LLC Company behalf, to copyright, use, and publish the photographs, videos, and social media posts in print and/or electronically. Ipilese Travel and Tourism LLC Company may use videos, photographs, or social media posts of Traveler with or without Traveler's name and for any lawful purposes, including for example, such purposes as publicity, illustration, advertising, promotion, fund-raising, and social media / internet content. Ipilese Travel and Tourism LLC Company is released from any reasonable expectation of privacy or confidentiality associated with such content. Traveler acknowledges they will not receive financial compensation of any kind associated with the taking, publication, or other use of such photographs, videos, and social media posts. Traveler further releases Ipilese Travel and Tourism LLC Company, its employees, contractors, assignees, transferees, and any third parties acting on Ipilese Travel and Tourism LLC Company's behalf from any liability or claims by Traveler or any representative of Traveler, including those relating to right of publicity or usage of Traveler's name, likeness, image, voice, or any other identifying trait.

Traveler understands that Ipilese Travel and Tourism LLC Company offers travel services, events, and activities to customers, which are provided by separate and independent vendors. Ipilese Travel and Tourism LLC Company does not operate, control, or otherwise provide the services of these vendors. Hence, customer understands and agrees that Ipilese Travel and Tourism LLC Company is not responsible for any operating failure, delay, loss, damage, or injury to Traveler or any resulting claims or damages arising as a result. Further, Ipilese Travel and Tourism LLC Company does not and cannot guarantee a certain outcome or a particular result in conjunction with any travel, activities, or events arranged by Ipilese Travel and Tourism LLC Company. While Ipilese Travel and Tourism LLC Company will use its best professional efforts to achieve a successful outcome, Ipilese Travel and Tourism LLC Company makes no promise, warranty, or guarantee, either express or implied, as to a specific outcome or result, or the expectation, perspective, or experience of Traveler.

Traveler agrees that their safety is primarily their own responsibility. Traveler agrees to make sure that they know how to safely participate in activities and agrees to observe any rules and practices that may

be employed to minimize the risk of injury. Traveler agrees to stop and seek assistance if they do not believe they can safely continue, to limit their participation to reflect their personal fitness level, and to refrain from any and all actions that would pose a hazard to Traveler or others. Traveler understands that as with any physical activities, they should check with their doctor prior to embarking upon such activities to verify if they are medically able to participate in any activities. By signing this form, Traveler acknowledges that they have checked with their doctor and been cleared for any activities that they shall participate in, and that Ipilese Travel and Tourism LLC. Company bears no liability for any activity or outcome that may adversely affect the health or wellbeing of Traveler.

Traveler agrees to participate in the trip and related activities that are held and sponsored by Ipilese Travel and Tourism LLC. Company and to release, waive, discharge, and covenant not to sue, and agree to hold Ipilese Travel and Tourism LLC. Company, its trustees, officers, directors, servants, agents, volunteers, contractors, and employees or "Releases" from and against any and all liabilities, demands, suits, costs, claims, or injuries, including death, that Traveler may sustain during or in conjunction with the trip or related activities. This total waiver of liability is intended to be a full and complete waiver and release of Ipilese Travel and Tourism LLC. Company from any liability for any damages or injuries that may occur as a result of the trip or related activities, and that Traveler is giving up any rights to legal recourse that they may have or obtain against Ipilese Travel and Tourism LLC. Company or its related parties.

Agreement constitutes the entire agreement between the parties. There are no other promises, obligations, or terms and conditions, either oral or written, either express or implicated. This Agreement shall be governed by the laws of the state of New York in the United States. The contract takes place in Nanuet, New York. Any attorney fees for any breach shall be borne by the losing party if litigation ensues. By signature below, both parties acknowledge they have read and understand Agreement, and voluntarily and fully agree to all terms and conditions set forth within. This Agreement shall bind the heirs, assigns, successors, etc., of Traveler.

Agreement shall be in effect from the signed date of Agreement (either electronically or physically) and into perpetuity, and shall cover all future travel, activities, or events Traveler may participate in which are affiliated in any way with Ipilese Travel and Tourism LLC. Company

**Please Sign and Date**

**Terms and Conditions must be signed and received within 48 hours of first or full payment.**

Print Name:

Sign Name:

Date: