

## Fun Vacations Travel LLC - Client Contract and Waiver of Liability

The following contains important travel information you will need, and also outlines the terms and conditions of Fun Vacations Travel, LLC. **Please read carefully.**

Fun Vacations Travel LLC acts only as agent for the client in acquiring transportation, hotel/resort accommodations, cruises, tours, sightseeing and other privileges, or services for the clients' benefit, and on the express condition that Fun Vacations Travel LLC shall be held harmless and not responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any 3<sup>rd</sup> party company or person engaged in or responsible for carrying out any of the proposed travel arrangements, or otherwise in connection therewith.

The Proposed Travel Arrangements are made on the express condition that Fun Vacations Travel LLC, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to any client (which shall be deemed to include the heirs, executors, administrators or assigns of the client), their luggage, or other property, wherever, whenever and however the same may occur.

Fun Vacations Travel LLC, its officers, employees, or agents shall not be liable for any injuries or any damages to any client or be subject to any claim, demand, injury, or damages, whatsoever, unless such claim is due to the gross negligence of Fun Vacations Travel LLC and is lodged in writing within 30 (thirty) days after the end of the booking. Such liability will be subject to limitation and under no circumstances will Fun Vacations Travel LLC be liable for any indirect or consequential loss or damage.

It is entirely the Client's responsibility to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to their home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. The client is strongly advised to verify the relevant travel requirements with the appropriate authority well in advance of traveling, thus allowing adequate time for processing & delivery of any required documentation. Upon request, Fun Vacations Travel LLC will endeavor to assist the client, however such assistance will be at the travel agent's discretion and the client acknowledges that in doing so, the travel agency is not assuming any obligation or liability and the client indemnifies and holds harmless Fun Vacations Travel LLC against any consequences of non-compliance. Additionally, it is the client's duty to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The client acknowledges that Fun Vacations Travel LLC is not a wedding/event service and does not plan the such, but can refer the clients to third parties to assist with those plannings.

It is **strongly advised that all clients acquire adequate travel insurance** in order to cover financial loss from cancellations due to health/illnesses, transportation cancellations/delays, accident/injury, personal accident, weather related travel disruptions, and personal liability, loss of or damage to baggage/ luggage and contents of baggage/luggage. It shall not be obligatory upon Fun Vacations Travel LLC to effect insurance for the client except upon written instruction and all insurance effected pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. Should the insurers dispute their liability for any reason, the client will have recourse against the insurers only. Fun Vacations Travel LLC will not be responsible or liable for consequences resulting from the client's failure to acquire adequate insurance coverage.

Any excursion, transfer, ticketing, that is not directly affiliated with the respective cruise line / property, must be prepaid at booking and is considered non-cancelable and non-refundable. All excursions and transfers booked directly with the cruise line / resort are subject to the terms and conditions of each respective company.

**To process the client's travel arrangements, personal details like legal name, age, and date of birth will be necessary. Furthermore, credit card details and a written authorization from the client will also be needed. (Page 3) must be filled out and signed.**

Travel documents, including vouchers and itineraries, are generated and provided upon full payment. Your personal details are used solely for internal purposes as outlined in the privacy policy of Fun Vacations Travel LLC and will not be disclosed to any third-party entities.

Fun Vacations Travel LLC is not responsible for issuing separate terms and conditions to each traveler booked or listed within one reservation, and shall be held harmless and not responsible for any resulting disputes or actions taken by fellow travelers arising due to the signor agreeing to and signing this contract. Any disputes are between the signor and traveling companion(s). Passenger/ Traveler name change/cancellation fees or incurred non-refundable charges are solely the responsibility of the booking authorizing traveler.

**DISCLAIMER:** Fun Vacations Travel LLC & our agents are happy to assist with your travel planning, however we assume no liability for improper travel documents. It is the sole responsibility of the person traveling to identify and obtain all required travel documents for the entire trip and have them available when necessary. Travelers who do not possess the proper documentation may be prevented from boarding their flight or ship or from entering a country, and may be subject to fines. No Refunds will be given to individuals who fail to provide proper documentation for travel.

Client/Authorizing booking traveler acknowledges that he/she has carefully read these disclaimers and fully understands that this is a waiver of liability (Page 1), and does hereby expressly release and discharges Fun Vacations Travel LLC and agency consultants from all such claims, demands, injuries, damages, actions or causes of action.

By signing below, the signor further acknowledges that he/she is acting as a representative for him/herself and all travel companions, and has the legal authority to accept this agreement as such. Additionally, signor acknowledges and agrees that it is his/her responsibility to inform companion traveler(s) of these terms and conditions to which they shall be bound, and to provide a signed copy if required. This contract shall be governed by the laws of the State of Alabama. Any disputes will be heard by the appropriate federal and/or state courts located in St. Clair County, AL. If the court's decision falls in favor of Fun Vacations Travel LLC, all legal costs will be paid by disputer.

I, as agent for myself and my traveling companions, have been informed of the importance of travel insurance.

I, the undersigned, have read and understand all the terms and conditions of this contract and agree with them.

I, the undersigned, acknowledge that page 3 (Client Information/Credit Processing Authorization) of this document requires completion with details of the traveling guest. This page must be signed to authorize credit card processing, enabling the securing of travel reservations/bookings, and will be sent via email, form submission attachment, or mail to Fun Vacations Travel.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Fun Vacations Travel**  
**We Create Life Experiences**

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### CLIENT INFORMATION

CLIENT NAME \_\_\_\_\_ DATE \_\_\_\_\_

Billing \_\_\_\_\_

ADDRESS \_\_\_\_\_

STREET, CITY, STATE & ZIP

PHONE \_\_\_\_\_

HOME

CELL

WORK

OTHER

EMAIL \_\_\_\_\_ BEST TIME/METHOD TO CONTACT \_\_\_\_\_

TRAVELER'S NAMES: \_\_\_\_\_ COUNTRY OF CITIZENSHIP: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ MALE/FEMALE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PLEASE LIST LEGAL NAMES ONLY (CRUISE CLIENTS: PROOF OF ID REQUIRED UPON CHECK-IN AT THE PIER. VALID PASSPORT OR BIRTH CERTIFICATE AND STATE ISSUED ID IS REQUIRED).

Travel Dates: \_\_\_\_\_ Total # of Travelers \_\_\_\_\_

Destination/ \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Activity \_\_\_\_\_ DEPOSIT REQUIRED \$ \_\_\_\_\_

DINING TIME (request): EARLY LATE ANYTIME

MEDICAL OR DIETARY NEEDS: \_\_\_\_\_

All-Inclusive Resort Cruise Train Car Rental Airfare Hotel Accomodations Transportation Transfers

Event Tickets Excursions Travel Insurance other Travel Arrangements

### PAYMENT INFORMATION

DEPOSIT AMOUNT \$ \_\_\_\_\_

MASTERCARD VISA AMERICAN EXPRESS DISCOVER OTHER \_\_\_\_\_

LAST 4 OF CARD NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ CID \_\_\_\_\_

Name on Card \_\_\_\_\_

SIGNATURE OF CARDHOLDER \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

Disclaimer: By signing, you grant permission for the charges to the credit card(s) submitted exclusively for the payment of booking, ticketing, and travel arrangements. This signature also permits charging any provided card for settling outstanding balances on bookings.

(If you have more than "4" traveling Guests - USE Blank page 4 to provide information requested for all guests.)

MAY WE ADD YOU TO OUR MAILING/EMAILING LIST FOR FUTURE PROMOTIONS? YES NO

This information will be added to our data base to help us serve you better. It is confidential and will not be shared with others.

