



Terms & Conditions Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS FORM THE BASIS OF YOUR CONTRACT WITH US (HEREINAFTER "THE AGREEMENT"). THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. BY BOOKING A TRIP WITH US, YOU ARE ACCEPTING AND CONSENTING TO THE AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, YOU MUST NOT MAKE A BOOKING WITH US.

THE TERMS "WE," "US," "OUR" AND "AGT" REFER TO ASIA GOLF TRIPS LLC. THE TERM "YOU," "I," "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 AND TOUR GUIDES UNLESS OTHERWISE SPECIFIED.

EACH TRIP MEMBER MUST READ, UNDERSTAND AND AGREE TO THE AGREEMENT INCLUDING THESE TERMS AND CONDITIONS BEFORE MAKING THE PURCHASE. IF YOU ARE MAKING TRAVEL RESERVATIONS OR BOOKINGS FOR ANOTHER PERSON, IT IS YOUR RESPONSIBILITY TO ENSURE THAT ALL INDIVIDUALS FOR WHOM YOU MAKE A RESERVATION OR BOOKING HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS. YOU ARE FINANCIALLY RESPONSIBLE FOR ANY RESERVATIONS OR BOOKINGS YOU MAKE ON YOUR BEHALF OR ON THE BEHALF OF ANY INDIVIDUALS UNDER YOUR DIRECTION OR CONTROL. WE WILL NEED A COPY OF EACH TRIP MEMBER'S PASSPORT TO CONFIRM YOUR PURCHASE. YOU MUST BE AT LEAST 18 YEARS OLD TO JOIN OUR TRIPS.

1. BOOKING & PRICE: To book your trip, email scott@asiagolftrips.com — or go to asiagolftrips.com/trips and make your selection. Regardless of the package you choose on the booking page, a US \$2,000 non-refundable deposit is due at the time of booking. The balance of your payment is due no less than 90 days prior to the start of the base trip. If we do not receive either payment in full and on time according to our instructions, we reserve the right to treat your booking as canceled by you, in which case the cancellation charges set out below will become payable. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. Reservations are non-transferable.

NOTE: Our trip prices do not include international airfare. You will need to purchase it independently. You must find the right flight schedule and purchase the airfare before making the trip purchase with AGT. Very importantly, do not purchase a non-refundable or even semi-flexible ticket, just in case you or AGT will need to cancel the trip due to unforeseen problems or circumstances. You agree to purchase flights that are fully refundable.

Although our prices advertised are quoted rather than estimated, there are some exceptions, such as hotel room and domestic airfare upgrades. We offer this service, but of course additional fees would apply. For any of these needs, call us for details.

2. CANCELTATION & REFUND POLICY FOR THE TRIP: Should you need to cancel your booking, return of the balance portion of your payment (i.e. the portion separate from the deposit amount) will be made in accordance with the following table:

* Canceling at least 91 days prior to departure entitles you to a 90 percent refund

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- * Canceling between 90-60 days prior to departure entitles you to a 50 percent refund
- * Canceling between 59-31 days prior to departure entitles you to a 25 percent refund
- * Canceling 30 days or less prior to departure is not eligible for a refund

Cancellation requests must be made by email (to scott@asiagolftrips.com). Cancellations become effective on the date received by AGT.

3. CANCELATION AND REFUND POLICY FOR HOTELS AND AIRFARE: Hotels and airlines serve as third parties for AGT's packaged trips. You hereby agree to the hotels' and airlines' terms and conditions. In some cases, no refunds are offered. AGT has no control over hotels' and airlines' terms and conditions. We, and you, are simply bound by them.

4. CANCELATION OR RESCHEDULING BY TOUR GUIDE OR OTHER: In the unlikely event a tour leader or other entity associated with a tour company/guide must cancel a tour, AGT will arrange for an alternative activity comparable in value. A trip member's cancellation of a tour without AGT's consent is subject to cancellation charges.

5. CANCELATION BY AGT: In the unlikely event AGT needs to cancel the trip and is unable to reschedule, except in the case of a force majeure as described below (Section 6), we will give you a full refund for the trip within 14 business days of the cancellation. AGT has no other obligations to trip members on canceled trips. This includes, but is not limited to, any costs and/or fees related to travel insurance, airfare cancellation and travel arrangements you have made outside of this agreement.

6. FORCE MAJEURE: We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to "force majeure." "Force majeure" means any event or circumstance that we or the supplier of services in question could not foresee or avoid. Such events and circumstances may include acts of God (actual or threatened), war, insurrection, riots, strikes, civil action, decisions by governments or governing bodies, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, illness, physical injury, quarantine, medical or customs/immigration regulation, delay or cancellation, adverse weather conditions, fire and all similar events outside our control.

Pandemic/epidemic: You assume any and all risks associated with traveling during a pandemic and especially during an epidemic. You hereby agree to release AGT and its suppliers from any issues that may arise from contracting a virus that is spreading locally, regionally or globally. Furthermore, you hereby agree to not hold AGT and its suppliers liable for workers and/or other customers not wearing a mask during a pandemic or an epidemic. It is solely your responsibility to wear an effective mask at all times.

7. ITINERARY CHANGES: We are very determined to follow the itinerary exactly as advertised to you. Nonetheless, the world is full of surprises and we need to be flexible enough to work with unforeseen and/or unavoidable circumstances. We reserve the right to make changes to the itinerary at our sole discretion. Uncompleted portions of the itinerary, such as a golf round that gets washed out due to heavy rains, are not eligible for any refund.

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Nevertheless, under such circumstances we will try our best to provide alternative activities comparable in value.

8. INTERNATIONAL TRAVEL, PASSPORTS & VISAS: International travel is not without risks. By offering reservations for travel in international destinations, AGT makes no representation, warranty or guarantee that travel to such areas is advisable or without risk or danger. While we may advise you regarding travel to a destination, it is your responsibility to be aware of travel warnings and advisories that are in effect as announced by the U.S. State Department. Should you choose to travel to a country that has been issued a travel warning or advisory, AGT will not be liable for damages or losses that result from travel to that destination.

You and anyone on your booking must be in possession of a machine-readable passport valid for at least 6 months after your trip return date along with applicable visas. Some countries require that your passport have 2-4 blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements, visit travel.state.gov/content/travel/en/passports.html.

While AGT will apply for and pay for any necessary entry visas on your behalf, it is your responsibility to print out the visa approval letter and take it with you, as you may be asked to present the letter to airline desk agents and immigration officials in order to check in for your departing flight and/or enter the foreign country you are flying to. Please make sure that any and all required travel documents are in order upon arrival, and note that entry to any country may be refused even if the required information and travel documents are complete.

For up-to-date, detailed information on travel documents and visas, entry/exit taxes and further information on entry/exit requirements, please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. AGT 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.

Disinsection of aircraft is permitted under international law in order to protect public health, agriculture and the environment. A number of countries that we organize trips to choose to do this by spraying the aircraft cabin with an aerosolized insecticide while passengers are on board. It's rare that passengers have issues with this process. The Report of the Informal Consultation on Aircraft Disinsection sponsored by the World Health Organization (Nov. 6-10, 1995) concluded that aircraft disinsection, if performed appropriately, may result in some transient discomfort but would not present a risk to human health. If you have concerns about this process or wish to know more, please ask us, or visit the U.S. Department of Transportation website at transportation.gov/airconsumer/spray.

9. HEALTH: It is your responsibility to consult your physician for current recommendations on inoculations and other health precautions before you travel. It is also your responsibility to ensure you meet all health entry requirements and follow all medical guidance related to the trip. Our trips are active. Any concerning health issues you may have need to be reported to us before making the trip booking. This includes food restrictions. We reserve the right to cancel your reservation if we think this is in the best interest of your health. In the event illness strikes you while on the trip, unfortunately no refund will be offered. For this reason, you are required to obtain travel protection insurance. While physically active on a trip, drinking alcohol can be dangerous and is generally discouraged.

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It is essential that you advise us before booking if you do have any disability or pre-existing medical condition that may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any that affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs. We will make all reasonable efforts to accommodate requests 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 the U.S. may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

The tour guides and tour leaders are, unfortunately, unable to offer additional assistance to passengers with limited mobility and all such assistance will need to be provided by whoever the passenger is traveling with. Participants with disabilities must notify us in writing no later than 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. We may request that you provide a letter from your doctor confirming your fitness to travel.

10. YOUR RESPONSIBILITY AND CONDUCT: Each participant is expected to act responsibly and adhere to all behavior guidelines established by AGT and our local ground-handlers. AGT and our local suppliers reserve the right to expel you from a tour, at any time. Reasons for such a decision include, but are not limited to, a threat to yourself and/or to others, heavy intoxication, and blatantly disrespecting others. You hereby waive and release any rights you may have to make a claim against AGT for expelling you. You also understand and agree that if someone asserts a claim, demand and/or cause of action against you, you are hereby waiving and releasing any right to seek compensation, indemnity and/or defense from AGT.

When you book lodging through AGT, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify AGT for the full amount of any claim (also including legal costs) made against AGT. AGT is not responsible for any costs incurred concerning a guest removed from the lodging establishment. You agree not to hold AGT or any of its related entities liable for any actions taken under these terms and conditions.

When you book activities (examples include, but are not limited to, jet-skiing, ATV-ing, snorkeling and cooking) through AGT, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the company owner or manager or other supplier. You must indemnify AGT for the full amount of any claim (also including legal costs) made against AGT. AGT is not responsible for any costs incurred concerning a customer removed from a tour and/or activity. You agree not to hold AGT or any of its related entities liable for any actions taken under these terms and conditions.

Other important notes:

* *Baggage and personal effects* are at all times the sole responsibility of the participant

* *Tardiness:* Our excursions (namely, golf rounds, city tours and dinners) are exciting experiences rather than military drills. Nonetheless, if you are considerably late, then the

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group may need to leave without you. In this event, however, we would do our best to customize services just for you, such as by hiring a private vehicle at an additional cost.

- * *Tipping* is appreciated but is not required. This includes, but is not limited to, bellboys, caddies, waiters/servers, and local tour guides.
- * *Staying in contact*: You will need to have an activated phone with you while on the trip, in the event we accidentally lose each other.
- * *Preparing you for departure*: Via email, we will provide you with all kinds of travel tips to help prepare you for this trip, including suggesting a list of what to bring.

11. MEDICAL CARE & TRAVEL PROTECTION: You recognize and agree that we are not in the business of providing medical services and/or operating medical facilities. You acknowledge that the medical benefits provided under the your Travel Protection Plan (if purchased) are provided and administered by non-affiliated third parties, whose identities are listed under the travel protection plan documents. You therefore agree that we are not responsible for the provision of, or adequacy of, any medical care provided including but not limited to any medical care provided under the Travel Protection Plan.

Failing to travel with adequate travel insurance could result in the loss of your travel cost and/or require more money to correct the situation. Without travel insurance, there may be no way to recoup any losses, costs and/or expenses incurred. We therefore strongly recommend that you secure adequate travel protection insurance. At a minimum, such insurance should cover cancelations, medical expenses, evacuations, flight loss or delays and 24/7 assistance.

You are responsible for obtaining travel insurance. AGT does not carry, and has no obligation to carry, insurance coverage to protect you. You hereby agree to waive and release any and all claims you could ever assert/bring against AGT for losses, costs and/or expenses and instead agree to seek compensation from your travel insurance company/supplier. There are many travel insurance providers available. However, AGT has a **partnership with Trip Mate** (tripmate.com), an industry leader in travel protection services. Contact us to learn about Trip Mate's options.

Certain countries and airlines have a requirement for foreign visitors to present valid medical insurance before or upon arrival. AGT cannot be held responsible for denial of entry if a guest is unable to provide to authorities proof of acceptable medical insurance or denial of entry for any other reason. No refunds are offered under such circumstances.

12. ASSUMPTION OF RISK: While AGT does its best to prevent harm, it cannot in any way absolutely guarantee your safety. It is impossible to foresee everything that can possibly go wrong, especially situations that are unknown, unknowable, unanticipated and unforeseeable. Traveling, both abroad and even domestically, involves significant risks and hazards. 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 any and all risks. Regardless just how great or unlikely the risks may be, you hereby agree to assume any and all hazards involved in traveling on this trip.

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Injuries, illnesses, losses and general inconveniences can occur anywhere, at any time. In some of the destinations AGT takes its trip members to, there is no ready assistance and/or medical care. AGT does not provide any such assistance. If you have medical issues that put you at any risk in places we plan on visiting, then it is strongly recommended you prioritize your health over your travel ambitions and reconsider whether this trip is in your best interest.

By agreeing to this contract, you hereby agree to waive and release any and all claims you could ever assert/bring against AGT, regardless whether they are or are not listed in this agreement. Some examples of a claim include, but are not limited to, accident, injury, illness, death or damage from water, food, transportation, theft, strikes, protests, political instability, civil unrest, war, sabotage, outages, terrorism, actions by any law officials, emotional distress and natural disasters.

By agreeing to this contract, you also hereby agree to waive and release any and all disputes you could ever assert/bring against AGT, regardless whether they are or are not listed in this agreement. Examples of a “dispute” include, but are not limited to, food quality, customer service, hotel room satisfaction, suggested activities not included in the trip and, not least, daily activities.

13. NON-RESPONSIBILITY: AGT is a company that is unique in the sense that it customizes trips in a way that is intended to be fun and inspirational. AGT and its employees, agents and representatives use third-party suppliers to arrange tours, transportation, sightseeing, lodging and all other services related to this trip. AGT is an independent contractor and is not an employee, agent, or representative of any of these suppliers. AGT does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel, golf course or restaurant, or any other entity that supplies services related to your trip. All suppliers are independent contractors and are not agents, employees or representatives of AGT. You agree that neither AGT nor its suppliers are or may be liable for any loss, injury or damage to you and/or your belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of AGT. In such instances, should you wish to take legal action, you hereby agree to do so with the third-party supplier and not in any fashion with AGT.

AGT 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 AGT 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, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancelation. AGT accepts no responsibility for lost or stolen items. AGT reserves the right to refuse any participant or potential participant at its sole discretion. AGT does not guarantee the quality, suitability, safety and/or ability of any third-party providers. You agree that the entire risk arising out of your use of third-party services and any service or goods requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

14. PHOTOGRAPHY & FILMING: We reserve the right to take photographs and video during your trip. By traveling with us, you grant to us the absolute and irrevocable right and unrestricted permission to use and publish your image, likeness, name, or biographical information, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, whether now known or hereafter devised; and to alter and composite the same without restriction and without your inspection or approval. You hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of your image,

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likeness, name, or biographical information. If you prefer that your image or likeness not be used, you must advise us in writing, no later than 30 days prior to your departure date. Photographs and video of your trip may be submitted to us by you or by third parties such as (but not limited to) other travelers, tour guides or staff members. By submitting such photographs or video, the party making the submission is representing and warranting (a) that the photo is their original work created solely by themselves and does not infringe the intellectual property rights of any party; (b) that they have obtained any and all necessary releases from subjects depicted in said original work; (c) that they grant to us a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive and fully sub-licensable right and license to use, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all commercial or other uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo and (d) that they hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of any photo submitted.

15. CHOICE OF LAW & VENUE: All claims, disputes, and matters arising under the Agreement including questions related to the validity, interpretation, performance and enforcement of the Agreement shall be determined in accordance with the law and practice of Utah, notwithstanding Utah's conflicts of law rules. You agree to submit to a court of competent jurisdiction in Salt Lake City, Utah, and shall comply with all the requirements necessary to give such court jurisdiction. Any litigation commenced by you or on your behalf against AGT shall be initiated in Utah. All guest claims must be submitted in writing and received by AGT no later than sixty (60) days after the completion of the AGT trip. Guest claims not submitted and received within this time shall be deemed waived and barred.

16. SEVERABILITY: If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

17. NOTICES: All notices and communications shall be in writing and shall be mailed first class or emailed as follows:

If intended for us, addressed to Asia Golf Trips, 24 Racquet Club Dr., Park City, UT 84060 or scott@asiagolftrips.com. If intended for you, at the address provided by you on booking or to such other address as may be designated by you in writing to us. All notices, requests, consents, waivers, approvals, demands and communications required or permitted under the agreement must be in writing and shall be deemed to have been duly given upon earliest to occur of (a) when delivered personally by hand to recipient, (b) when delivered by overnight courier (such as FedEx or UPS), (c) when transmitted by electronic mail with the receipt of such electronic mail being confirmed by telephone, or (d) via first class mail, no later than the business day following the transmission.

18. CONFIDENTIALITY: No confidential information of either party shall be disclosed to other parties without written consent of the other party.

19. INDEMNIFICATION: To the fullest extent permitted by law, the client shall indemnify, defend and hold AGT (and its respective officers, directors, employees, agents, members,

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affiliates and subsidiaries) harmless from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential, including but not limited to all fees and charges of attorneys, court and arbitration costs (whether incurred in preparation for trial or arbitration, at trial or arbitration or on appeal in insolvency proceedings incurred by the indemnitee) as a result of or relating to a breach of any provision of this Agreement by the client unless the act or omission had been specifically approved by the indemnitee. This provision shall survive the duration of this Agreement.

20. GOVERNING LAW, DISPUTES & ARBITRATION: This contract shall be governed by, and construed in accordance with, the laws of the state of Utah, USA. Utah law applies regardless of conflicts of law rules.

By signing this Agreement, you indicate the travelers' acceptance of the twenty (20) Terms and Conditions detailed within The Agreement.

Name _____

Signature _____

Date _____

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