

## Terms & Conditions

SHARED ADVENTURE TOURS INC.

Terms and Conditions

***PLEASE READ THIS. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE CALL US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.***

Please thoroughly review these terms and conditions of Shared Adventure Tours Inc. and SharedAdventureTours.com, herein referred to as SAT. The addressee of this notice will be the only recipient of this booking receipt and terms and conditions. It is the sole responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking Traveler, by accepting this receipt and making payment to SAT, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

**BOOKING ACCURACY/LEGAL NAMES:** Traveler is required to immediately review all aspects of their booking to verify (but not limited to): Traveler names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking invoice. Please notify SAT immediately if any omissions and/or corrections are needed regarding the booking details. Traveler(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of the Traveler's LEGAL first & last names. It is mandatory that guest names be identical to the Traveler(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

**TRAVEL DOCUMENTS:** Traveler(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Traveler(s) assumes sole responsibility for, and hereby releases SAT from any claims or responsibility for any and all damages incurred as a result of Traveler(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Travelers procure, and have on their person the proper travel documents at all times. SAT recommends the Traveler(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements.

### **BROCHURE AND WEBSITE CONTENT**

We take reasonable care to ensure the accuracy of the information contained in our brochures and on our website. However, content is subject to change, often due to the actions of our suppliers (e.g. airlines, hotels, activity providers, etc). We will endeavor to notify you of any change known to us and affecting your holiday prior to issuing you with our booking confirmation and after that, as soon as we are notified by our Suppliers. We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

### **Suggested reference materials for passport, visa, health requirements as well as travel advisories:**

For US Citizens: <http://travel.state.gov>

Western Hemisphere Travel Initiative: [http://travel.state.gov/travel/cis\\_pa\\_tw/cis\\_pa\\_tw\\_2223.html](http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_2223.html)

US State Department Travel Warnings: [http://www.travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html)

US State Department Travel Alerts: [http://www.travel.state.gov/travel/cis\\_pa\\_tw/pa/pa\\_1766.html](http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html)

US Center for Disease Control for required vaccinations: <http://www.cdc.gov/travel>

Visa information for US citizens: [http://www.travel.state.gov/travel/cis\\_pa\\_tw/cis/cis\\_4965.html](http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html)

For Canadian citizens: <http://www.ppt.gc.ca>

\*Note that this is not a comprehensive list of reference sites and is provided solely for your convenience. These sites are owned and operated by third parties who may alter the URL at any time without notice.

**PAYMENTS:** SAT accepts cash or check only as payment. SAT holds reservations until “Deposit Due Date” indicated on your invoice. If deposit/payment is not received by SAT on or before the Deposit Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will be unable to meet this obligation. Without limitation, Traveler(s) voluntarily hold SAT harmless for cancellation of any booking for either late payment or declination of a credit card.

**PRICING:** Prices and availability quoted by SAT are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Traveler agrees that SAT is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is SAT responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold SAT harmless for any actions or damages arising from Supplier pricing.

SAT reserves the right to charge Traveler(s) for any increase in taxes, fees or surcharges (i.e. fuel). Traveler(s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

### **AIR ARRANGEMENTS:**

SAT will assist its travelers with making airline reservations if they request. SAT will work with Travelers to arrange flights from the tour origination point, which in most cases Syracuse New York. SAT will work with Travelers to arrange air from other locations however, SAT reserves the right to charge a service fee. SAT will track flight schedule changes; however, the Traveler is ultimately responsible for tracking their flight status. SAT is not responsible for air fares charged, changes and or cancellations made by airlines to flight schedules. Travelers are welcome to schedule their own flights. By booking their own flights they assume full responsibility for tracking any changes to their flights; SAT will not track changes made by airlines to their flights. Travelers booking their own flights are responsible for providing SAT flight information.

**ACCOMMODATIONS AND ACTIVITIES:** “Accommodations” are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, time shares, camp grounds, and resorts.

a. Accommodation classifications

The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. SAT makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. You would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases, we will inform you as soon as we are aware of this necessity.

b. Taking possession of and vacating your room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. SAT is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room.

c. Types of room

Room classifications and amenities may vary by hotel and/or country. SAT makes no guarantee that its descriptions and photographs are an exact representation of the rooms offered.

d. Activities offered during your stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. SAT may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

It may happen that certain activities referred to in the Trip description are no longer provided by our local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season, it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that SAT is not liable for activities unavailable due to any of the reasons listed above.

The sports activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at the customer's expense. Similarly, these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAT SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR

IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

e. Infants

We ask parents travelling with infants to bring with them the appropriate food for their child, as they may not be able to find it at their destination. You may be asked to pay a charge, for example for provision of a cot and/or for heating baby food and drinks. You should request this when making your reservation, though we cannot confirm the availability of such services.

f. Pregnant women

SAT advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them participate in the Trip. You agree that SAT will not be liable for any damages arising from inability to participate in any or all of the Trip due to pregnancy or related illness and no compensation will be payable under such circumstances.

g. Travelers with special needs or disabilities

SAT make no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. SAT has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

**REFUND POLICY:** SAT has a no refund policy and strongly recommends that Travelers secure Travel Insurance. SAT will work with travelers prior to signing up for a trip to ensure that they understand all aspects of the trip and what will be required of them. Travelers are responsible for understanding how the trip could impact their personal schedule and should take under consideration other potential conflicts. Once a deposit is paid and further payments are made against the trip, SAT will not refund those payments if the Traveler cancels. In the event SAT cancels a trip, SAT will refund all deposits and payments.

**TRAVEL PROTECTION:** **Travel insurance protection is Strongly Recommended.** As your travel agent, we have a professional responsibility to recommend the purchase of travel protection to protect both you and your vacation. While we do offer coverage through certain carriers, we cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with you the customer and we advise you to do your research and find coverage that best fits your individual needs. SAT is limited to advising you of the need for such coverage.

By declining travel protection, you acknowledge and accept liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. Please note that if you decline this type of coverage, you have waived your right to this important coverage and your confirmation will note "declined" next to the travel protection section of your confirmation. If you HAVE purchased travel protection, please remember to review your confirmation for accuracy and call us immediately if you believe you have travel protection and your confirmation indicates declined. Failure to contact us will be considered waiver of travel protection.

**We urge you to read your policy when it arrives as it contains important information. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim.**

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which you the Traveler are responsible for reviewing upon receipt of your travel protection policy. SAT is not able to give advice with regard to possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss your claim with SAT due to privacy laws (e.g. HIPAA). Accordingly, you acknowledge that SAT cannot be involved in any aspect of your claim/request for service. Traveler(s) acknowledge and agree that SAT has no control over the travel insurance provider or its coverage decisions, and as a result SAT is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

### **FORCE MAJEURE**

“Force Majeure” means, in relation to SAT, any circumstances beyond the reasonable control of SAT, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

SAT shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

If SAT, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by SAT to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although SAT shall use its reasonable efforts to reimburse you where possible. However, SAT shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to SAT of the Force Majeure and applicable cancellation fees.

**AGENT/INTERMEDIARY:** SAT is simply an intermediary between the Suppliers and the public. SAT does not own or operate any of, hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Traveler(s)' trip. Traveler(s) acknowledge and agree that SAT shall not be responsible for any loss, damage, delay, inconvenience or injury to Traveler(s) or group members as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than SAT or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

SAT recommends that all Travelers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to SAT at the time of reservation upon initial booking, so SAT can contact the Suppliers to investigate amenities and/or special accommodations offered. Traveler is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Traveler be accompanied by a companion who is capable of,

and responsible for, providing such assistance. Suppliers often reserve the right to reject Travelers whose mental or physical condition may interfere with the itinerary. Traveler(s) acknowledge and agree that SAT shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While SAT prides itself on selecting top quality Suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Traveler(s) acknowledge and agree that SAT shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall SAT be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Traveler admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of Travelers and baggage.

**LIMITATION OF LIABILITY:** Without limitation, Traveler(s) assume the risk of, and agree that SAT is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

**MODIFICATION OF TERMS AND CONDITIONS:** The Terms and Conditions may be amended or modified by SAT at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with SAT. Without this acceptance any order is subject to cancellation at any time.

The failure of SAT to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent or similar breaches. SAT does not guarantee it will take action against all breaches of these Terms and Conditions.