

**Envoy Adventures LLC**  
**Booking Agreement**  
**Terms and Conditions**



Envoy Adventures LLC dba Envoy Adventures is a specialized tour operator offering unique tours that showcase a country's compelling history, beautiful landscape and fresh culinary experiences, all while immersing you in its rich culture. The terms "we", "us", "our", and "Envoy Adventures" refer to Envoy Adventures LLC, a New Jersey limited liability company. The term "you", "traveler", "participant" or "guest" refers to the person making a booking with us and all members of their group.

**CONTRACT.** We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our Suppliers form the basis of the contract with you (collectively, "Terms and Conditions"). Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all of the Terms and Conditions laid out below and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it. If you do not agree with any part of these Terms and Conditions, you must not make a booking with us or pay us in connection with our travel-related services.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms and Conditions with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.

**VIOLATIONS BY YOU.** You agree that any violation of any such Terms and Conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

**CHANGES TO THESE TERMS AND CONDITIONS.** Envoy Adventures reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will be posted here on this website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these Terms and Conditions changed. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions constitutes your consent to the changes.

**SCOPE/AGENCY.** Envoy Adventures does not provide, own, manage, operate, supervise or control the travel services and products that may be provided as part of your trip, such as eateries, trains, rental cars, touring cars, flights, accommodations (e.g., hotels), cruise, packages, or travel insurance (the "Travel Products"). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties such as destination management companies, airlines, hotels, cruise lines, and tour operators (the "Suppliers"). The Suppliers are solely responsible for the Travel Products as well as any and all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa credits, in-room amenities, etc. The Supplier's terms, conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Envoy Adventures does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Envoy Adventures acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers' benefit, and on the express condition that Envoy Adventures shall not be responsible for any act, omission, negligence, bankruptcy, insolvency

or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith.

***Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible of any corrections.***

**BOOKING/PAYMENT.** When you are ready to start your next travel adventure simply contact us either by email, phone or by filling out the contact information on the website at <https://envoyadventures.com/>. Our itineraries take many hours of planning and work to create the unique experience we aim to give our travelers. Booking will be confirmed on receipt of the completed registration form and payment of your applicable NON-REFUNDABLE deposit and any additional fees (which will be disclosed to you as part of the custom tour creation process). After booking is processed you will receive your final itinerary (subject to change as described herein), an invoice with payment information, and other important travel information. The invoice will contain a breakdown of the elements of your booking and is subject to change until you receive confirmation that your travel is booked. Some Suppliers will require a larger deposit, or payment in full, to hold your booking. Traveler will be notified if a larger deposit is required. All payments must be made in U.S. Dollars.

Our bookings do NOT include airfare to your arrival or from your departure destinations. Inter-tour airfare is only included as expressly described in your itinerary. You must not make any air reservation until you receive confirmation of your booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Upon booking, we will provide you with instructions of payments and all due dates. You must make all payments in full and on time. If you are booking within 90 days of the departure date, full payment will be due at the time of booking confirmation. If full payment is not received 90 days prior to the departure date, we reserve the right to cancel your travel and apply the cancellation charges set out in the Cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

As our tours are carefully curated experiences for groups of participants, you are not able to request or make any changes to your finalized itinerary.

**TRAVELER INFORMATION.** While we do not assist with air reservations, we bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passports. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. *Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.*

**CREDIT CARD BOOKINGS.** While we do accept major credit cards including Visa, Mastercard, American Express and Discover, (as well as payment via Zelle) travelers must provide to us a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Envoy Adventures retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Envoy Adventures or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

**PRICE AND RATE CHANGES.** The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price.

However, we reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your final payment. Any increase to your travel price will be as the result of circumstances outside of our control, including without limitation changes in our costs of supplying your travel resulting from changes by our Suppliers, dues or taxes payable locally, currency fluctuations and government action. If our costs to supply your travel increase, we reserve the right to increase the price of your travel and will forward a new invoice reflecting any changes made. Subject to the foregoing, after final payment your price is locked in.

We also reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

### **What's Included In Your Trip**

All tours are subject to the specific inclusions and exclusions as explicitly outlined in your final tour itinerary. Subject to the foregoing, tours generally include:

#### ***Accommodations***

Accommodations are provided as detailed in your itinerary. Special requests such as single rooms, lower floors, connecting rooms and smoking preference, must be made at the time of booking (as may not be available). While we will make reasonable efforts to communicate your requests to the Supplier, such requests are not guaranteed and are at the discretion of the Supplier. There may be additional charges for such requests which will be solely the expense of the guest making the request.

Travelers participating in our international tours should be aware that room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as Americans with Disabilities Act (ADA) and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Envoy Adventures reserves the right, if necessary, to substitute other similar accommodations for accommodations listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at Envoy Adventures' sole discretion and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, and several are based on our own personal experiences, some hotel and other accommodation profiles are based on information provided to us by the Supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Envoy Adventures does its best to maintain current and accurate information regarding these Suppliers, we cannot be held responsible for any inaccuracies in Supplier descriptions, amenities, or images.

#### ***Transfers***

Envoy Adventures is pleased to offer transfers strictly in accordance with your individual itinerary, subject to additional fees as described in said itinerary. Except as expressly provided in your itinerary, traveler is solely responsible for transfers

to and from airports and all other locations/destinations. You must be on time for all transportation. There will be no refund for missed or unused transfers. If applicable, you must provide us your flight information no less than 21 days prior to departure to ensure transfers will be available. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing these services and no refund shall be due for missed arrival transfers resulting from missing or outdated flight information.

### ***Meals***

Meals are included as expressly indicated in the itineraries. Any food and beverages consumed outside of itinerary meals are not included and are at the sole expense of the guest. For safety and liability reasons, Envoy Adventures and its Representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise our Suppliers of your request, but we cannot guarantee their availability.

### ***Sightseeing/Activities***

Sightseeing trips and activities are only included as provided in the individual itineraries. Any excursions or activities not included in itineraries (such as henna tattooing, camel riding, etc.) and done outside of tour times are at the sole expense of the traveler. These trips and activities are designed to accommodate group travel. As a courtesy to others in the trip and/or activity, it is mandatory that you be on time for all scheduled experiences. Trips and activities will begin on time and failure to arrive will be considered a no-show for which NO refunds will be available. It is essential that you keep in mind that trip and activity times are set to accommodate climate, crowd size and best viewing options for our groups. At times, early morning departure times may help create a better experience. Therefore, late arrivals cannot be accommodated.

### ***Changes to Itineraries***

Envoy Adventures reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. Envoy Adventures reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No trips will be cancelled due to renovations, although Envoy Adventures may choose to amend itineraries for such sites. These changes will not be considered a material change and will not be considered cause for cancellation by the guest.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the Supplier of the activity and your only recourse in case of damage will be against the Supplier of the alternate activity.

### **What's Not Included**

Any items and matters not referred to in your itinerary are not included in the trip price. This can include but is not limited to items such as flights and airfare (international or domestic), any transportation not specified in your itinerary, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; any donations, gratuities and tips if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; optional experiences; souvenirs; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided trip whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

### **Non-Operation of Group Trips**

Some trips are based on a minimum number of participants. Envoy Adventures makes every effort to ensure that trips meet their minimum requirements. However, if the trip drops below the minimum number of participants cancellation of the trip may occur at the sole discretion of Envoy Adventures. In such case, guests will be advised at least 45 days prior to departure. Envoy Adventures reserves the right to change the departure date. We may offer alternative trip dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and Envoy Adventures will not be liable for the carrier's refusal to make any refund whatsoever. In such case Envoy Adventures will not be liable for any additional

costs incurred outside of the trip prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the trip.

### **Cancellations**

***If you are unable to complete the tour due to a physical or mental inability to keep up with the group of participants, there shall be NO refunds owed.***

Cancellation of travel must be made in writing and is effective from the date we receive the written notification. As described above, Envoy Adventures is required to pay all Suppliers well in advance of your trip date. This includes but is not limited to hotel accommodations, meals, transportation, museum tickets, etc. All Suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Envoy Adventures immediately in writing at [dina@envoyadventures.com](mailto:dina@envoyadventures.com) and request a written confirmation of your cancellation. Upon receipt, Envoy Adventures will follow industry procedures for any applicable refunds as outlined in the Supplier's terms and subject to their review. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not Envoy Adventures. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a Supplier's failure to pay a refund or for Supplier bankruptcy or insolvency. Airline tickets are governed by the applicable air carrier's terms, conditions, and policies, and we are not responsible for any air carrier's decision regarding refund. Cancellation policies for cruises vary by cruise line. **We will use commercially reasonable efforts to facilitate the Supplier providing you with a refund, credit or voucher but we cannot guarantee the same.**

In addition, Envoy Adventures' cancellation charges will apply. Cancellation charges are expressed at a percentage of quoted price as follows:

Days Before Departure We Receive Notice of Cancellation	Envoy Adventures' Cancellation Charge (Per Person)
More than 120 days	100% refund of total tour cost
60 to 119 days	50% refund of total tour cost
59 days or less	NON-REFUNDABLE; No refund of total tour cost

**If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional Cancel For Any Reason coverage.**

### ***Cancellation or Changes by Envoy Adventures***

If between planning time and/or during actual travel, circumstances require changes, Envoy Adventures and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the trip. Sightseeing trips may be altered as described above. Envoy Adventures cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed. Without limitation to the foregoing, we reserve the right to cancel or reschedule any trip departure for any reason. If we cancel, except in the case of a force majeure event, we will offer alternate arrangements, and you may choose between a full refund of all monies paid or credit in that amount for any alternative trip. If the alternative trip is less costly than the cancelled trip, we will refund you the difference. If the alternative trip is more costly than the cancelled trip, you will be required to pay the difference. Guest is responsible for any additional costs for air tickets or any other travel arrangements not made by us.

*By agreeing to our booking terms and conditions, you acknowledge that you are purchasing your trip in US Dollars and should any refunds or credits be given at any point after the time of purchase, you will be compensated in US Dollars.*

**NO REFUND FOR UNUSED ARRANGEMENTS.** As Envoy Adventures' prices are based on contract rates, there will not be any refund for any unused portion of your tour. If you cancel while the trip is in progress, there is no refund for the

unused portion. In addition, if you arrive late to a tour, any costs required to reach the location of where the rest of the group is at the time of your arrival will be at your own expense.

**FORCE MAJEURE.** Envoy Adventures assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, landslides, water or power shortages or failures, tropical storms or hurricanes, natural or nuclear activity, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Envoy Adventures that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (and we are under no obligation to), we will refund these to you without any charge by Envoy Adventures.

**TRAVEL PROTECTION INSURANCE.** Travel Protection Coverage is NOT included in the cost of your trip. It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional Cancel For Any Reason coverage is *strongly recommended*. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of NON-REFUNDABLE trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation and repatriation costs), missed connections and baggage loss. Travel protection plans including Cancel For Any Reason coverage must be purchased in close conjunction with your travel purchase. Any and all cancellation fees will not be accepted as part of your claim.

Envoy Adventures is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Envoy Adventures cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Envoy Adventures cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

**DESTINATIONS AND DOCUMENTATION.** Travel to certain destinations may involve greater risk than others. Envoy Adventures urges Travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <https://travel.state.gov/content/travel.html>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>. **Should you choose to travel to a country that has been issued a travel warning or advisory, Envoy Adventures will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will

have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Visas are required when they apply. You can find out if your international destination requires a visa at <https://www.usa.gov/visas-citizens-traveling-abroad>. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Envoy Adventures 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 date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. **Please visit [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.**

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Envoy Adventures shall not be liable for any losses, expenses, or refunds to you or anyone in your group. In addition, recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

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 traveler to miss flight(s), and subsequent scheduled travel bookings trips. Envoy Adventures bears no responsibility 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.

**INSECTICIDE NOTICE.** Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

**NON-RESPONSIBILITY.** Envoy Adventures and its Representatives use third party Suppliers to arrange trips, transportation, sightseeing, lodging, and all other services related to this trip. Envoy Adventures is an independent contractor and is not a Representative of any of these Suppliers. Envoy Adventures does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not Representatives of Envoy Adventures. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Envoy Adventures nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Envoy Adventures. Envoy Adventures assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Envoy Adventures assumes no responsibility or liability for personal property; and Envoy Adventures 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, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Envoy Adventures accepts no responsibility for lost or stolen items. Envoy Adventures reserves the right to refuse any traveler or potential traveler at its sole discretion.

**ASSUMPTION OF RISK/WAIVER.** Traveler is aware that travel such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor and conveyance vehicle collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Envoy Adventures and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; foodborne illnesses, dietary restrictions or allergic reactions, fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party

providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Envoy Adventures and its employees, shareholders, agents, and representatives (“Representatives”) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Envoy Adventures and/or its Representatives and traveler hereby covenant not to sue Envoy Adventures and/or its Representatives for any such claims or join any lawsuit or action that is suing Envoy Adventures. These Terms and Conditions also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

**INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless Envoy Adventures and its officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Envoy Adventures (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your negligent acts or omissions, or any damage caused by traveler while participating in the trip; (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

**YOUR BEHAVIOR.** Each traveler in any trip planned by Envoy Adventures is expected to act responsibly and adhere to all behavior guidelines established by Envoy Adventures and our Suppliers. Envoy Adventures and all Suppliers reserve the right to remove you from any facility, hotel or resort property, trip location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be NO refund.

When you book with Envoy Adventures you accept responsibility for any damage or loss caused by you or your group. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Envoy Adventures or any of its Representatives liable for any actions taken under these Terms and Conditions. Baggage and personal effects are at all times the sole responsibility of the traveler.

You acknowledge and agree to follow and abide by any and all laws and regulations of any state and/or country you enter while participating in the trip. While all local and national laws and regulations are important to follow, we strictly encourage you to be informed concerning the use and/or possession of drugs in particular. There will be no tolerance for any use or possession of any drug and your failure to strictly comply with this requirement will result in a breach of these Terms and Conditions and may prevent you from your continued participation. We require responsible alcohol consumption for your safety and for those around you. If you are asked to leave a trip for inappropriate behavior, violence, or any other disruptive action, you will NOT be refunded.

For tours that include a visit to a place of worship (such as a monastery, mosque, temple, etc.), travelers who choose to participate will be expected to respect and follow the visitor etiquette guidelines which include, but are not limited to, wearing appropriate clothing, following protocols for entering/exiting building and exhibiting acceptable and non-offensive behavior while worship is in progress. Travelers who do not comply with these visitor guidelines will be asked to leave the place of worship. For those travelers who choose not to participate in this part of the trip, it is with the understanding that there will be no refunds for not participating.

**BAGGAGE FEES/INFORMATION.** Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Envoy Adventures is NOT responsible for additional fees



incurred for baggage or seating. The Department of Transportation along with the Federal Aviation Administration outline which materials are hazardous to carry in your baggage. More detailed information on this is available at <https://www.tsa.gov/travel/security-screening/whatcanibring/all>.

**RE-CONFIRM YOUR FLIGHT.** Envoy Adventures advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure. Most airlines allow you to check in online 24 hours prior to departure. We recommend you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights.

**HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** For the safety of our guests, Envoy Adventures reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your ability to do so, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Envoy Adventures will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act (ADA) and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Envoy Adventures at 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.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, Envoy Adventures shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

**PHOTOGRAPHIC/VIDEO LIKENESS.** Traveler hereby gives consent and grants to Envoy Adventures a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs and/or videos of the trip or traveler in any form of media without obtaining further consent and without compensation, solely for the purposes of marketing our trips. Each traveler releases Envoy Adventures and its Representatives from any liability in connection with any use of such forms of media.

**CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM.** You agree that you will only bring claims against Envoy Adventures in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Envoy Adventures shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Envoy Adventures unless you have first provided a typewritten notice of claim to Envoy Adventures within 30 days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. Any claims not submitted and received within this time shall be deemed irrevocably waived and barred. Notwithstanding the foregoing, in no event shall Envoy Adventures' liability to you (or any member of your traveling party, or your/their heirs, successors and assigns), from any cause of action (whether in contract, tort, indemnity, equity, or otherwise), exceed the amounts paid to Envoy Adventures for the services Envoy Adventures performed and provided to you in**

**connection with this Agreement, and this is your sole and exclusive remedy for a breach of this Agreement by Envoy Adventures.**

**GOVERNING LAW/VENUE/JURY WAIVER.** These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in the State of New Jersey. You agree that you will only bring claims against Envoy Adventures in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Envoy Adventures shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages.

**ELECTRONIC COMMUNICATIONS.** You have a committed team by your side every step of the way. From check-in to check-out, you will have direct access to the Envoy Adventures team for us to handle anything you may need assistance with remotely while on vacation. We may check in with you via email and/ or text message before, during, and after your trip to ensure everything runs smoothly. You consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

**MISCELLANEOUS.** These Terms and Conditions, including any other documents, itineraries, and invoices we provide you, constitutes our entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Envoy Adventures. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party. The provisions of these Terms and Conditions which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise) shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. These Terms and Conditions shall be written in, and all other communication under or in connection with these Terms and Conditions shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control.

**CONTACT US.** Envoy Adventures welcomes your questions or comments about our tours:

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