



Flourish Beyond, LLC

Terms & Conditions

IDENTIFICATION: Guests are required to make reservations in the full name that is listed on his/her government document they will use for travel. If you need to make any changes to a name after travel documents have been issued, clients will be responsible for all name change fees, if applicable.

REFUNDS: All payments to Flourish Beyond LLC are non-refundable and non-transferable. This is because Flourish Beyond LLC has contractual agreements with hotels and other vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make monthly payments on your vacation.

ROOMMATE MATCHING: Roommate matching is available for our International Tours only. You will be matched with a roommate once you have paid more than 75% of the balance of your travel reservations and provided the person you will be matched with has also paid 75% of his/her balance.

PASSPORTS AND VISAS: Passengers are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise passengers to have a valid passport in their possession while cruising.

TRAVEL INSURANCE: Missing a vacation is bad enough. Losing the money you paid for your vacation is even worse. Therefore, we highly recommend Travel Insurance that helps provide coverage for Trip Cancellation, Interruption, Baggage Loss or Delay, Medical Expenses and more. You are required to select and purchase travel insurance yourself for domestic, Caribbean and international tours.

TRAVEL DOCUMENTS: Provided full payment is received no later than your Final Payment Due date, travel documents and travel instructions will be sent via email and/or mail 30 days or earlier prior to travel. If paper documents are requested when e-documents are available, documents will be delivered via USPS approximately 14-21 days prior, and a fee of \$30 will apply. A complete street address is required (no PO boxes).

PRICES: All prices listed are per person based upon shared twin room occupancy unless otherwise clearly specified. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where clearly specified), passport and visa fees, insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, tour package prices and availability will change accordingly. In case of human or computer error, Flourish Beyond LLC reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided Flourish Beyond LLC receives a written cancellation within five days of the price increase notification.

PHOTOGRAPHIC RELEASE: Flourish Beyond LLC may take photographs or video of its trips and trip participants grant Flourish Beyond LLC & The trip host (Cathy Griffin) permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

PAYMENTS & CANCELLATION

Deposit: A deposit is due at the time of reservation. All deposits are non-refundable and non-transferrable.

All reservations (except where specified) will require a deposit and will be clearly noted the amount due and monthly payment plan.

Full Payment: All reservations can be paid in full at time of booking as long as the tour still has available space.

Late Payment: If there is any outstanding balance by the Final Payment Due date listed on your invoice, a late fee will automatically be added to your invoice one day after your final payment date. Late fees vary. Please see each individual tour description for late fee cost.

Cancellation: Once reservations have been made, cancellations will only be accepted in writing. Email your cancellation request to trec2022@gmail.com with your full name, and date of travel. If you do not receive an acknowledgement within 48 hours,

COVID-19 WAIVER OF LIABILITY

In Spring 2020, the World Health Organization (WHO) declared the Novel Coronavirus (COVID-19) a worldwide pandemic. The Center for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing,

wearing a mask or face covering and keeping at least 6 feet away from others.

If contracted, this virus has the ability to cause the traveler serious and severe illness. For more information on the COVID-19 virus, please visit the CDC webpage at www.cdc.gov.

I understand and agree to the following:

1. With full awareness and appreciation of the risks involved, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release Flourish Beyond, LLC, its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with Flourish Beyond LLC.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of Flourish Beyond LLC services, or the services of travel Flourish Beyond LLC suppliers or vendors, specifically related to COVID-19.

FORCE MAJEURE

There may be times when either party are unable to perform, or complete performance, under the travel contract for reasons out of each other's control. These are called force majeure events and if occurs, make performing under the contract inadvisable, commercially impracticable, illegal, or impossible. Events that may trigger this provision include, but are not limited to, acts of God, acts of government, acts of war or civil unrest, insurrection or revolts, military action, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, pandemics, epidemics, illnesses or health conditions prevalent in the area of travel, earthquakes, hurricanes, lightning, and explosions, unexpected legislation, or any other event outside the reasonable control of either party.

In the event that a force majeure event occurs, the parties will look to and follow the cancellation policies of the suppliers, what is stated in the travel proposal and these terms & conditions. Any changes to those policies are at the sole discretion of the supplier (if applicable) and Travel Agency. Passenger will be informed of their options if a force majeure event occurs.

TRAVELERS WITH DISABILITIES

In order to fully enjoy your Flourish Beyond LLC trip and tour package, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight or hearing impairments, are required to notify Flourish Beyond LLC prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety. Flourish Beyond LLC reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Flourish Beyond LLC can suggest touring options based upon specific requirements.

Wheelchairs & Walkers: USA Tours: Pursuant to the Americans with Disabilities Act (the ADA), Flourish Beyond LLC seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise Flourish Beyond LLC of their accessibility requirements prior to booking in order for Flourish Beyond LLC to determine if reasonable accommodations are available. Flourish Beyond LLC will endeavor to accommodate special access needs, but does not guarantee that it will be able to do so in all cases.

International Tours: Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches and river cruises.

Service Animals: Service animals cannot be accommodated on international escorted tours. Passengers on USA escorted tours who require a service dog because of a disability should check with Flourish Beyond LLC prior to booking a tour.

Hotel Accommodations: All rooms requested are standard twin-bedded (two single beds) rooms or double bed room with private facilities or a double bed unless you have specifically requested a king/double size bed for your room at the time of booking. Please understand although we will make a bed type request on your behalf, bed types are subject to **availability** and is outside our control upon arrival. **Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis.** Triple and quad occupancy rooms consist of two beds for cruises, where triple and quad rooms will consist a twin bed for each person. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most 4 and 5 star hotels, use of air- conditioning abroad differs greatly from the United States. Many European hotels were built before central air-conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are based on Flourish Beyond, LLC Travel's agreements with its suppliers and are not negotiable. Hotel check-in time is generally not before 3:00 p.m. and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late-night flight is being used. If a day room is included in the itinerary, check-out will normally be 6:00 p.m. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

Star-ratings may differ from country to country. Flourish Beyond LLC does its best to maintain current information, however is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

Meals: As specified in each itinerary. Meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although Flourish Beyond LLC cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure.

Transfers: If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the responsibility to purchase your own transfer to the hotel. Your arrival transfer is guaranteed for up to one hour from your scheduled arrival time in order to compensate for minor delays. Flourish Beyond LLC or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable and any additional expenses will be your responsibility. The cost of a transfer is more expensive than hiring a taxi, Flourish Beyond LLC transfer (if included on itinerary and applicable) includes round trip service, or 'dead-leg', meaning that our driver must come to the airport, hotel or pier only to pick you up and necessarily loses a one-way fare.

Sightseeing & Itinerary: Flourish Beyond LLC tours have been designed to accommodate individuals as well as groups. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a

"no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers With Disabilities". On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations, however Flourish Beyond LLC will decide based on the conditions whether to amend an itinerary. Flourish Beyond LLC itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

Group Harmony: To ensure the desired group synergy, FLourish Beyond LLC reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable.

Medical Services: Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. FLourish Beyond LLC and trip host along with their affiliates are not responsible for the services provided and/or medical expenses. We strongly recommend travel Insurance.

Health Requirements: Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control (www.cdc.gov) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or

transportation not included in the original itinerary, will necessarily be borne by the passenger.

Luggage (Airlines): Checked bags are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62"), and a maximum weight of 50 lbs (23kg). Many airlines apply charges for checked bags. Flourish Beyond LLC is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. If your luggage is lost or damaged by the airlines, a baggage claim form **MUST** be filed with the carrier before leaving the airport. We recommend that you use brightly colored luggage tags, straps or other identifiers to help you locate your luggage upon arrival or to describe it if it is lost.

RELEASE FROM LIABILITY: Flourish Beyond, LLC, its manager(s), directors, officers, employees and affiliates, does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Flourish Beyond, LLC is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Flourish Beyond LLC is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities,

criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Flourish Beyond LLC. In addition, I release Flourish Beyond LLC from its own negligence and assume all risk thereof.

ASSUMPTION OF RISK: I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Flourish Beyond LLC, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an

integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Flourish Beyond LLC and agree to hold harmless and release Flourish Beyond LLC from claims of third party negligence.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Flourish Beyond LLC or my local groundhandler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Illinois law and will take place in Chicago, IL. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

VOLUNTARY PARTICIPATION: I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Flourish Beyond LLC website or itinerary flyer emailed to me by the trip host relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Flourish Beyond LLC and agree of my own free will. By signing, I agree to these Travel Terms & Conditions and Flourish Beyond LLC Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.