

## Terms & Conditions Agreement

Please thoroughly review these terms and conditions of Life Beyond the Room LLC (hereinafter referred to as “LBR”). By booking your trip with us, you are agreeing to be bound by the terms of this Agreement. You agree on behalf of yourself and those you represent (your travel party) to comply with all terms and conditions contained herein. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) forfeiture of any monies paid for your trip (c) you being denied access to the travel services contracted, and (d) our right to charge you for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age and sound mind necessary to enter into a legally binding agreement, (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. You are responsible for informing all people in your group of all terms and conditions applicable to their travel arrangements.

### 1. General

#### A. Services and Vendors

LBR is an intermediary between the Suppliers and the public. LBR does not own or operate any 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 your trip. By booking through LBR, you will be entering into a contract with the relevant third party supplier in respect of the travel services to be provided. The contract for the travel services will be subject to the terms and conditions of that third party supplier and you will be bound by such terms and conditions. LBR will not be responsible for any default or failure by any third party supplier or for any loss, claim, cost, damage or injury incurred by you (directly or indirectly) as a result of the acts or omissions of the third party supplier.

Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. You acknowledge and agree that LBR is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control.

LBR recommends that all guests be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to LBR at the time of reservation upon initial booking so LBR can contact the Suppliers to investigate amenities and/or special accommodations offered. If more than minor assistance is needed, Suppliers may require that the individual be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject guests whose mental or physical condition may create an unsafe condition and/or interfere with the itinerary.

#### B. Deposits and Payment

Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements. We will pass on any such increase to you as we become aware of such increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change after you have paid in full.

## **2. Before You Travel**

### **A. Itinerary Changes**

Where a change requested by you following booking is permitted and possible, standard service fees, cancellation fees, and additional Supplier fees will apply. Please note that all reservation changes are subject to availability and the terms and conditions of the service purchased.

Please note that changes to name details are not allowed by many airlines and other Suppliers. While we will attempt make such changes, if necessary, most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

Itinerary changes due to COVID-19 exposure, infection, or limitations/ restrictions on travel instituted by either the country traveling from, to, or any country traveling through are addressed in the COVID-19 Addendum attached to this Agreement.

### **B. Cancellations**

If you cancel your travel arrangements, you may be entitled to a partial refund. We must receive your original tickets/travel documentation before any refund can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

Refunds will only be paid to you once we have received the funds back from the Supplier(s). We are not responsible for a Supplier's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

Cancellations due to COVID-19 exposure, infection, or limitations/ restrictions on travel instituted by either the country traveling from, to, or any country traveling through are addressed in the COVID-19 Addendum attached to this Agreement.

### **C. Travel Documents/Vaccinations/Destinations**

You are required to immediately review all aspects of your booking in order to verify (but not limited to): names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify LBR immediately if any omissions and/or corrections are needed regarding the booking details. You voluntarily assume full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. You are required to verify the accuracy of all legal first & last names. It is mandatory that the names you provide be identical to your legal first and last names and identical to the names as they appear on booking and travel documents.

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at [travel.state.gov](https://travel.state.gov) for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

#### **D. Insurance**

Travel insurance protection is Strongly Recommended. 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. LBR is limited to advising you of the need for such coverage.

In the event that you decline 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.

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 are responsible for reviewing upon receipt of your travel protection policy. All questions regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. You acknowledge and agree that LBR has no control over the travel insurance provider or its coverage decisions, and as a result LBR is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

Please review your travel insurance protection policy for COVID-19 related coverage.

### **3. During your trip**

#### **A. Cancellations and Changes**

Your contract with your Suppliers may allow them to cancel or amend bookings. While we will ensure that you are promptly notified of any significant changes once we become aware of such change, when possible, we accept no liability for any changes or costs incurred that may result. Subject to the Supplier's terms and conditions, you will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements, if one is made available by the Supplier, or canceling your booked arrangements and receiving any applicable refunds. We do not guarantee that any refunds will apply.

#### **B. Flights**

Often airlines will modify departure times and/or gate location. It is your responsibility to check with the airline that any onward flights you have confirmed are operating as booked. We strongly recommend that you contact your airline at least 72 hours before the scheduled departure of each flight in order to confirm departure times. Please note that for some airlines it is mandatory to confirm with them your intention to fly.

Flights must be taken in the sequence they appear on your ticket or eticket. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by LBR for portions of trips missed due to canceled, rescheduled, or delayed flights, nor is LBR responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.

Additional fees for baggage may apply. Please contact your airline or refer to its website for detailed information regarding their checked baggage policies. In the event your luggage has been damaged or lost, you must report such damage or loss directly to the carrier and coordinate with the carrier for resolution. Any returns, refunds or compensation for damaged or lost luggage will be subject to the carrier's baggage policies. LBR shall not be liable for any damage or loss of your luggage.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at [TSA's prohibited items webpage](http://www.tsa.gov/traveler-information/prohibited-items) at <http://www.tsa.gov/traveler-information/prohibited-items>.

Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. You may refer to the Department of Transportation's Disinfection Information page on their website for further information. <http://airconsumer.dot.gov/spray.htm>

Travel restrictions due to COVID-19 exposure, infection, or limitations/ restrictions on travel instituted by airline companies or airline regulations are addressed in the COVID-19 Addendum attached to this Agreement.

### **C. Railways**

Often railways will modify departure times and/or track location. It is your responsibility to check with the railway that any onward trains you have confirmed are operating as booked.

Trains must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you do not arrive in time for a confirmed reservation, you will be considered a 'no-show', which could result in extra charges and/or render your ticket void. If you miss your departure train or any following connection, it is your responsibility to work with the railway on which you are ticketed to reach your destination. You shall also be responsible for coordinating with and paying any additional fees to any transfers of excursions affected by your delay. No refunds or payments will be provided by LBR for portions of trips missed or additional costs incurred due to canceled, rescheduled, or delayed trains, nor is LBR responsible for any additional expenses you may incur prior to joining your trip if a train is delayed, cancelled or you miss your train or any following connection.

Travel restrictions due to COVID-19 exposure, infection, or limitations/ restrictions on travel instituted railroad companies or railroad regulations are addressed in the COVID-19 Addendum attached to this Agreement.

### **D. Hotels**

LBR reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, the hotel substituted will be of equal or greater quality to those in the itinerary. No refunds are provided for hotel changes.

LBR often contracts triple rooms. Triple rooms will have beds to accommodate three people, but three separate beds cannot be guaranteed. The additional bed, if available, is often a rollaway bed put in for the night. If there are only two beds, a rollaway may be requested but cannot be guaranteed. If available, additional charges may apply for a rollaway and are payable by you directly to the hotel. Some hotels do not offer triple rooms. When a triple room is not available, hotels may provide one twin-bedded room and one single room.

Accommodations outside the United States of America may not accommodate wheelchairs or be wheelchair accessible. The Americans with Disabilities Act is not applicable outside the United States of America.

Air-conditioning in European hotels is not guaranteed and dependent upon local and national laws and regulations.

Move-in's and Move-out's vary from hotel to hotel. You are responsible for ensuring that you are aware of all move-out times. You may be liable for fees charged by the hotel for exceeding your reservation.

Hotels often offer services and products that may be purchased for an additional price. Unless stated otherwise, you shall be liable for any additional services or charges you incur during your stay. You will also be liable for any and all damages caused to the hotel or its premises during your stay. Any and all disputes regarding these charges shall be solely between you and the hotel. In no event shall LBR be liable to arbitrate such disputes or be liable for such charges. Failure to pay these charges may result in legal action, additional fees, and trip delays. LBR shall not be liable for damages and/or provide and refund caused by such failure.

Travel restrictions due to COVID-19 exposure, infection, or limitations/ restrictions instituted by hotel companies or hotel regulations are addressed in the COVID-19 Addendum attached to this Agreement.

#### **E. Excursions**

All Tour Directors and Local Guides speak English, and all excursion commentary is conducted predominately in English. For maximum enjoyment and understanding, you should be able to read and speak English.

Please note that there are certain restrictions based on age, health, weight and/or height, which have been imposed by the individual excursion operators for your own safety. Excursion operators have the right to require any individual to withdraw from an excursion at any time your conduct is deemed detrimental to or incompatible with the interests, comfort, safety, or well being of yourself or others. In the event that you are unable to participate in an excursion for this reason, your sole remedy is to request a refund from the excursion operator. It is up to the individual excursion operator as to the amount of any refund, if any, will be provided. LBR shall not be liable to provide or negotiate refunds as a result of such modification or cancellation.

Often the operation of an excursion is dictated by multiple factors, including, but not limited to weather, natural disasters, construction, strike, protest, war, and temporary closure. Excursion operators may at their sole discretion cancel or modify any booking as a result of the aforementioned reasons. In the event that an excursion will be significantly modified or cancelled, your sole remedies are to accept the modified excursion or request a refund from the excursion operator. It is up to the individual excursion operator as to the amount of any refund, if any, will be provided. LBR shall not be liable to provide or negotiate refunds as a result of such modification or cancellation.

Excursion cancellations and changes due to COVID-19 exposure, infection, or limitations/ restrictions instituted excursion companies or regulations are addressed in the COVID-19 Addendum attached to this Agreement.

#### **F. Transfers**

It is your sole and absolute responsibility to communicate any travel changes or delays to the transfer operator. Failure to do so may result in additional fees or cancellation of services without refund. The transfer operator may also charge additional fees for booking changes, long waits, or itinerary changes. LBR shall not be liable for any increased fees or cancellation by a transfer operator.

If you damage a transfer vehicle due to misuse, including, but not limited to damage caused while under the influence of drugs or alcohol, you will be liable to the transfer operator for the damages caused.

You must follow all rules established by the transport provider. Failure to follow such rules may result in additional fees or cancellation of services without refund.

While transfer operators make every effort to get you to your destination in a timely manner, they may not be possible due to circumstances beyond their control. No refunds or payments will be provided by LBR for portions of trips missed or additional costs incurred due to canceled, rescheduled, or delayed transfers, nor is LBR responsible for any additional expenses you may incur prior to joining your trip if a train is delayed, cancelled or you miss your train or any following connection.

#### **G. If You Have A Complaint**

If you have a problem during your holiday, please inform the relevant Supplier (e.g. your hotel) immediately. Should they be unable to resolve the matter, please immediately contact us in the United States, either by email or phone. If you fail to timely contact us, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error while you are away, and this may affect your rights under this Agreement.

## H. Waiver

### 1. Children (Under 18)

The undersigned does hereby give permission for my child (“Participant”), to attend and participate in any excursions, events, transfers, flights, trains, childcare, and/or any other trip related activity during the trip (“Events”).

I understand and confirm that Participants participation in the Events is voluntary. Participant is in good health and suffers from no physical or mental condition that would make Participant especially susceptible to injury or disability while participating in the trip. I fully comprehend and accept all of the risks associated with Participants participation in the Trip including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other Participants, motor vehicles, and pedestrians/general public. I understand that the Events take place in public venues and in foreign countries under conditions largely beyond LBR’s control.

In consideration of LBR allowing the Participant to participate in Events, I, the undersigned, do hereby release, forever discharge and agree to hold harmless release LBR and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively “Released Entities”), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney’s fees) for death, injury, loss or damage of property, (collectively “Claims”) in any way arising out of Participants participation in the trip, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. LBR’s liability to me or Participant will be limited to actual damages arising from Released Entities’ gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the Events be greater than \$500. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Events is cumulative and not per incident. In no event shall LBR be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if LBR has been informed of the possibility thereof. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Events.

I authorize an adult, in whose care the Participant has been entrusted, to consent to any emergency x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care, to be rendered to the Participant under the general or special supervision and on the advice of any physician and/or the medical staff of a licensed hospital or emergency care facility. The undersigned shall be liable and agrees to pay all costs and expenses incurred in connection with such medical services rendered to the Participant pursuant to this authorization. This consent does not impose a duty upon the Company to provide such assistance, transportation, or services.

I hereby grant to LBR the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of Participants participation in the Events, in which Participant may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the “Material”). LBR has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the “Works”). LBR is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to LBR an irrevocable, royalty-free, worldwide license to use the Material and the Works.

The undersigned does also hereby give permission for Participant to ride in any vehicle driven by a licensed ADULT while attending and participating in Events. Participant and I understand that SEAT BELTS MUST BE WORN AT ALL TIMES during transportation.

This waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of LBR, its successors and assigns.

## 2. Adults (Over 18)

By booking and or participating in a trip with LBR, I agree to be bound by each of the following provisions of this waiver:

I certify that I am 18 years of age and certify that I am mentally and physically capable of entering into this Agreement. I understand and confirm that my participation in the trip is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Trip. I fully comprehend and accept all of the risks associated with my participation in the trip including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians/general public. I understand that the trip takes place in public venues and in foreign countries under conditions largely beyond LBR's control.

I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Trip. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the trip. I hereby forever and unconditionally release LBR and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Trip, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. LBR's liability to me will be limited to actual damages arising from Released Entities' gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the trip be greater than \$500. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the trip is cumulative and not per incident. In no event shall LBR be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if LBR has been informed of the possibility thereof. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the trip.

I hereby grant to LBR the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the trip, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). LBR has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that LBR is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to LBR an irrevocable, royalty-free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

This waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of LBR, its successors and assigns.

## **4. Miscellaneous Terms**

### **A. Limitation of Liability**

Without limitation, you assume the risk of participation and/or use of any services, travel, excursions, tours, or other items booked or purchased from LBR, and agree that LBR 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.

You acknowledge and agree that LBR shall not be responsible for any loss, damage, delay, inconvenience or injury to you 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 LBR or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

You acknowledge and agree that LBR shall be held harmless for any and all claims, including refund claims, relating to Supplier rejection relating to mental or physical condition.

No undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, activities, transportation, or any food, drink, medicine, or provisions supplied. You acknowledge and agree that LBR shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall LBR be liable for any accident which occurs in hotels, in resorts, in cities, in museums/parks/monuments, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. You admit a full understanding of the nature and character of the mode of transport and assume all risks of travel, transportation and handling of passengers and baggage.

### **B. Force Majeure**

LBR shall not be liable for any loss or damage incurred by you as a consequence of LBR or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or unforeseeable circumstances (a "force majeure event") beyond the control of the party affected by the force majeure event.

The existence of COVID-19 is not, in and of itself, a Force Majeure event.

### **C. Modifications**

The Terms and Conditions may be amended or modified by LBR 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 LBR. Without this acceptance any order is subject to cancellation at any time.

The failure of LBR 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. LBR does not guarantee it will take action against all breaches of these Terms and Conditions.

### **D. Severability**



The provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between the parties of all the risks (both known and unknown) associated with the transactions contemplated hereunder. In the event that any provision of this Agreement conflicts with the law under which the Agreement is to be construed of if any such provision is held to be invalid or unenforceable by a court or other judicial body, as may be required by this Agreement, with jurisdiction over the Parties the Agreement (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining, terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

#### **E. Headings**

Headings are for reference purposes only and do not limit the scope or extent of such section.

#### **F. Data Protection**

In order to process your booking we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes and, if you do not wish to receive any further information, please inform LBR.

#### **G. Arbitration / Forum / Choice of Law**

The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of Georgia. The Parties agree that the arbitration shall take place in, Fulton County, Georgia and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against LBR. If you fail to submit your claim to arbitration and instead files suit, LBR shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. The Parties agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

### **COVID-19 Addendum**

Please thoroughly review these terms and conditions of Life Beyond the Room LLC (hereinafter referred to as "LBR"). By booking your trip with us, you are agreeing to be bound by the terms of this Addendum. You agree on behalf of yourself and those you represent (your travel party) to comply with all terms and conditions contained herein.

- Proposal Acceptance Deposits are non-refundable but are transferable to another trip. Proposal Acceptance Deposits never expire.
- If you cancel a trip due to COVID-19 infection you must provide notice of infection.
- If you cancel due to a COVID-19 infection the other members of the infected person's *immediate* family (spouses/ children) may also cancel pursuant to the COVID-19 cancellation policy.
- Cancellations due to COVID-19 infection 30 days prior to departure will allow the customer the following options: 1) Refund of amount paid minus the non-refundable deposit 2) Amount paid can be converted to a credit for future travel or 3) Amount paid can be converted to a credit and transferred to a friend.

- Cancellations due to COVID-19 infection within 30 days of departure will allow the customer the following options: 1) Refund of amount paid minus the non-refundable deposit and any amounts already paid to vendors 2) Amount paid can be converted to a credit for future travel or 3) Amount paid can be converted to a credit and transferred to a friend.
- Failure to meet qualifications set by airline, train, or other travel companies and/ or regulations governing those companies for travel due to COVID-19 exposure qualifies, and is treated as, a cancellation within 30 days of departure.
- If an in-trip experience and/ or excursion is cancelled due to COVID-19 by the company, or if COVID-19 regulations require the experience to close LBR will attempt to reschedule the experience or replace it with one of equal value. If any part of the experience and/ or excursion cannot be replaced or rescheduled a refund for the amount of the excursion/ experience will be refunded.
- COVID-19 is highly transmissible. You accept the risk involved with travel during a pandemic. If you contract COVID-19 during your trip you agree to hold harmless LBR of any wrongdoing.
- LBR will attempt to keep clients informed of COVID-19 regulation changes, but it is the sole responsibility of the client to keep themselves informed and up to date with all regulations. Information is available from the Italian government here:  
<https://www.salute.gov.it/portale/nuovocoronavirus/dettaglioContenutiNuovoCoronavirus.jsp?lingua=italiano&id=5412&area=nuovoCoronavirus&menu=vuoto>

### Signatures

Child Under 18 Name \_\_\_\_\_ Child Under 18 Name \_\_\_\_\_

Child Under 18 Name \_\_\_\_\_ Child Under 18 Name \_\_\_\_\_

Accepted by \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Accepted by \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_