

TRIPS2SAVOR

Terms & Conditions

General Booking Terms & Conditions

Effective on bookings after March 13, 2024

Hereafter are the Terms and Conditions of General Booking for [Trips2Savor, Inc.](#) Manzo Importing Co., Inc D/B/A Trips2Savor, Inc. (hereinafter "Trips2Savor"), is a professional tour operator specializing in leisure tours. Please read the following terms and conditions carefully. These terms and conditions, in addition to our privacy policy, and the terms and conditions of our suppliers, along with any other documents provided by TRIPS2SAVOR to the participant constitute the entire agreement (hereinafter The Agreement) between the parties and the parties agree to be bound by the terms of this agreement. Please keep in mind that we may make changes to the Terms and Conditions from time to time. You agree that you will be bound by the Terms and Conditions at the time of your travel. It is your responsibility to check from time to time for any updates in the Terms and Conditions. You also agree that by booking a trip with us you are agreeing to be bound by The Agreement and if you do not agree with any of the Terms and Conditions or other documents that make up The Agreement, you must NOT book a tour with us. **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, all of which effect your legal rights.**

For simplification's sake, the parties agree that the terms "we", "us", "our", "Company" and "TRIPS2SAVOR" refer to Trips2Savor, Inc. The term "you" "participant" refers to the participant booking a reservation through us and all the members of their group. Reference to "Suppliers" and "Service Providers" means all third parties who provide services to you including airlines unless otherwise specified.

You must not make any booking with us unless you are at least 21 years of age and possess the legal authority to enter into a contract. You also agree that if you are making reservations for anyone other than yourself you are responsible to inform that person(s) about the Agreement along with the Terms and Conditions and obtain their consent to be bound by the Agreement. You confirm that all of the information that you supply to us regarding yourself and other members for whom you make reservations is true, complete and accurate and that you are not making any reservations for an unaccompanied minor. By booking with us, you are agreeing to be financially responsible for the bookings that you or anyone under your direction or control makes.

Price & Payment Terms

You must make payment for your arrangements in accordance with the instructions we give you. In order to reserve your place, a non-refundable deposit will be required. We will inform you of the amount of this deposit at the time of booking. The full balance will be due 120 days prior to your intended departure date. Tours which include internal flights arranged by Trips2Savor may require non-refundable final payment earlier than 120 days before departure. If you sign up for a tour within 120 days of the tour departure the non-refundable full payment will be required before we can confirm your reservation. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. Additionally, no one will be allowed to join a trip unless all payments and necessary documents have been received.

Accepted Methods of Payment

All payments are made in US dollars. You may pay by personal check (ACH) or credit card. All payments by credit card will incur an additional credit card processing fee (approximately 3%). If a payment is returned unpaid for any reason (in other words, if your check "bounces"), we will assess a \$35 returned-item fee per occurrence. The

fee(s) will be added to the applicable tour balance and must be paid in full prior to your tour departure.

While we and our suppliers do accept major credit cards including Visa, Mastercard, American Express and Discover, participants must provide to us a click 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 can 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. TRIPS2SAVOR 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 any such chargeback claims:

- 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 TRIPS2SAVOR or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

Inclusions

All accommodations, transportation, meals as noted on the itinerary, and guided sightseeing (including park & entrance fees) as noted in the itinerary; airport transfers to/from the transfer point in the first/last published city for arrivals and departures; services of The Trips2Savor Tour Director or appropriate guide during the tour and on tour extensions; coffee/tea/water at included meals; wine and food tastings as noted in the itinerary; gratuities for meals.

Exclusions

International Airfare and/or other transportation to/from the transfer point in the arrival city and from the departure transfer point; costs of passports, visas, reciprocity, and other border fees; excess baggage charges; personal expenses such as beverages, laundry, room service and meals not specified; wine and both alcoholic and non-alcoholic drinks other than those served with meals or not specifically mentioned as included, additional meals/snacks, communication charges not specified; optional sightseeing; gratuities for all local guides, drivers and/or driver guides, gratuities at your discretion; trip cancellation protection and/or interruption & travel and/or medical insurance. This list is illustrative and not a complete list of every item not included.

Incidentals

30-days prior to departure we require credit card authorization for any incidentals incurred during the trip which are not paid in full by the participant during the duration of their travels. These charges will incur an additional fee of 5%.

Currency Fluctuations

Tour itineraries may include multiple currencies which vary depending on the countries visited. We do not build any allowance into the itinerary pricing to accommodate for fluctuations in currency exchange. As such, it may be necessary for us to raise the price of the tour at any time before or after final payment. An increase in your tour price due to currency fluctuations at time of payment are not sufficient grounds for any refunds of fees already paid or just cause to cancel without penalty.

Cancellation by Registrant

Should you cancel your reservations, return of any payments made by you to TRIPS2SAVOR will be refundable as provided in the cancellation table below, less any non-refundable payments/deposits made by TRIPS2SAVOR to secure hotel accommodations, meals, show tickets, admission tickets to attractions, transportation, etc. **Cancellation fees apply regardless of the reason.** NO REFUNDS, for any reason, will be paid for individual cancellations received 90 days or less from the tour start date. Cancellations are only effective on receipt of written notification and will become effective on the date of receipt of mail or email. 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.

Days before Departure We Receive Notice of Cancellation	Cancellation Charge Per Person
120 days or more prior to tour start date	100% refunded, less non-refundable deposit
119-91 days prior to tour start date	50% of final balance paid
90 days or less prior to tour start date	No refund

Air Travel is not included in the price of the Tour and cancellation charges for Air Travel will be governed by the terms and conditions of the airline. **Tour participants must NOT purchase airline tickets or other travel reservations until notified by Trips2Savor, Inc.** If participants purchase air travel before confirmation is received and the trip is then canceled either by the participant or by TRIPS2SAVOR, TRIPS2SAVORs will not be responsible for the expense of the ticket. If you prefer to book international airfare with a preferred partner of TRIPS2SAVOR, please contact us at p.manzo@trips2savor.com for more information. If we do assist you, all air travel is subject to the terms of the airline for which we are not liable.

Should you fail to join the tour, join it after its start date, or leave prior to its completion, no refund will be given. While we do our best to ensure that all anticipated accommodations, flight arrangements, excursions, and sightseeing are available as planned, there shall be no claim of any nature whatsoever against TRIPS2SAVOR for a refund either in the whole or part if any item is unavailable. If the participant is unable to use any service provided in the itinerary, then there are no refunds due.

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 Rescheduling by Provider

In the event a provider chooses to change the departure date, the standard cancellation charges remain effective for the original departure date. Cancellation of a tour without TRIPS2SAVOR's consent is subject to standard cancellation charges. We will liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, TRIPS2SAVOR and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, 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 participants on the tour. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. TRIPS2SAVOR 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 participant. Normal cancellation penalties still apply to the tour that has been changed.

Cancellation by Trips2Savor, Inc.

Sometimes there must be a minimum number of participants on our tour to make it viable. If this number is not reached by 61 days before the start date, we reserve the right to cancel the tour. TRIPS2SAVOR reserves the right to cancel any tour at its sole discretion. While we always try to avoid cancellations, in the unlikely event a tour is canceled by TRIPS2SAVOR and TRIPS2SAVOR is unable to reschedule, all funds collected from any participant will be promptly refunded in full. Money is refunded to the original payer and to the original payment type. Once this occurs, TRIPS2SAVOR and its representatives have no other obligations to participants for cancelled trips including any additional costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations not made by TRIPS2SAVOR. TRIPS2SAVOR is not responsible for expenses incurred by participants in preparing for a canceled trip (e.g., non-refundable, advance-purchase air tickets, visa fees, equipment, etc.) or for any necessary additional arrangements should a participant have embarked prior to the scheduled tour start date.

Partial Room Cancellation

If a participant cancels or leaves a journey and a roommate remains, an additional supplement may apply to the price for the remaining participant.

Changes

After your booking has been confirmed, should you wish to change to an earlier departure date, you may do so subject to availability and pricing variances. Normal cancellation fees apply if you wish to postpone your departure without a new scheduled date. If you choose to postpone your departure and schedule a new date, we will handle fees on a case-by-case basis.

Changes to these Terms & Conditions

TRIPS2SAVOR 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.

Cancellations or Changes to Pre- or Post-Tour Add-ons

Any additions to your itinerary (such as extra hotel nights, sightseeing activities, airfare, etc.) arranged by TRIPS2SAVOR will be subject to the same terms and conditions, including cancellation & refund policies.

Travel Protection

TRIPS2SAVOR believes that planning a successful trip also means considering what to do when things don't go as planned. Travel Protection safeguards your travel

investment, your belongings, and most importantly, you. We always advise travelers to enroll in a Travel Protection Plan in the event you have to cancel or leave your trip. In fact, some countries have a requirement for foreign visitors to provide proof of valid medical insurance on entry. If you have pre-existing health conditions, please notify your insurance provider so they can include any additional protection as necessary. TRIPS2SAVOR cannot be held responsible for denied entry if a participant is unable to provide details to authorities of insurance or denial of entry for any reason. If you choose to travel without adequate travel protection, we will not be liable for any of your losses howsoever arising, which would have been covered by adequate travel protection.

The sole responsibility lies with the participant to ensure that they carry the correct comprehensive travel and medical insurance, including additional cancel for any reason coverage, to cover themselves, as well as any dependents/traveling companions for the duration of their trip. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, pandemic coverage and repatriation expenses, damage/theft/loss of personal baggage, money, and goods. TRIPS2SAVOR, including their representatives, employees, and agents will take no responsibility for any costs or losses incurred or suffered by the participant, or participant's dependents/travel companies, with regard to, but not limited to, any of the above-mentioned eventualities. Participants will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage.

Passports & Visas

Each participant must obtain a machine-readable passport and any applicable visas for his or her trip prior to departure. It is the participant's sole responsibility to obtain and have available, when necessary, the appropriate valid travel documents. This includes any new requirements, rules, regulations and vaccination documentation, vaccine

passports, and testing requirements for entry and return brought about by any pandemic. If a participant is unable to obtain travel documents or is prohibited from entering the destination country, our standard cancellation policy will apply, and we will not be responsible in any way. All participants are advised to check with the appropriate government authority to determine the necessary documents. A valid passport is required for U.S. citizens traveling to all international destinations. Passports must be valid for six (6) months after the return of your journey and should also have sufficient blank pages for visas and immigration stamps. For additional information you can visit the state department travel website at <https://travel.state.gov/content/travel/en/passports.html>. Non-U.S. citizens should contact the appropriate embassy or consular office for entry requirements pertaining to their journey. You may be refused boarding or be disembarked from a vessel without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred which result from improper documentation or noncompliance with applicable regulations. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities. These are your responsibility. Please note that entry to any country may be refused even if the required information and travel documents are complete.

Italy

The following information regarding U.S. citizens traveling to Italy is for your information only and subject to change. Please visit the appropriate government authorities to confirm you have all necessary documents prior to your trip.

- No tourist visa is required for U.S. citizens visiting Italy for less than 90 days.
- If your passport does not meet the necessary requirements, you may be refused boarding by the airline at your point of origin or while transferring planes.

- You must have sufficient funds and a return airline ticket when entering Italy.

In the event that the traveler doesn't receive the appropriate documents in time for the trip, TRIPS2SAVOR will not reimburse any monies to the traveler.

Health & Immunizations

Travel to foreign countries has specific health and vaccination requirements. Recommended inoculations and health requirements for travel may change and you should consult your doctor 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/>.

Participating in a tour requires that you be generally in good health. It is essential that persons with any medical condition (including pre-existing conditions) and/or dietary or allergic restrictions make them known to TRIPS2SAVOR in writing at the time of booking and indicate such restrictions and requirements on their Reservation Booking Form.

Participants with Disabilities

It is essential that you advise us before booking if you have any disability or pre-existing medical condition which may affect your trip, 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. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs. We will make all reasonable efforts to accommodate requests but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the participant requiring the accommodation. Please note that

accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Unfortunately, neither TRIPS2SAVOR nor our suppliers can provide additional assistance for those who require it. Participants who require additional assistance due to pre-existing medical condition or disability must confirm at the time of booking the name of their non-discounted travel companion who will be responsible for providing assistance.

General Travel Information

Transportation Transfers

Your booking made with TRIPS2SAVOR includes one group transfer to and from the transfer point upon your arrival and departure.

Please check with us before you book your travel to make sure it fits the tour schedule. You will be responsible for getting yourself to and from the airport if your flights do not correspond to the group transfer at arrival and departure. Private transfers are not included in the trip price and will be at your own expense.

Child Policy

The minimum age for group tours is 18 years old unless noted on the itinerary.

Activity Level

This trip involves full days of sight-seeing and a significant amount of walking. You should be in relatively good physical condition to enjoy the tour to its fullest. It's best to be comfortable on your feet for up to eight hours walking and standing, both indoors and outdoors in all weather conditions such as hot sun and rain. During more strenuous activities there will be optional activities for those who do not wish to participate in the activity.

TRIPS2SAVOR requires notice if any participant has any physical or other condition or disability that could create a hazard to him or herself or to other members of the group.

Women over three (3) months pregnant are not permitted on the group tours.

TRIPS2SAVOR reserves the right to decline acceptance of anyone whom it considers unsuitable due to fitness level. TRIPS2SAVOR also reserves the right to remove from the trip, at the participant's own expense, anyone whose physical condition or conduct negatively impacts the enjoyment of the other participants or disrupts the tour. Refunds are not given in such circumstances.

Participants should have a personal supply of any special medications which they may need. It is understood that TRIPS2SAVOR is not a medical facility and therefore has no expertise nor responsibility regarding what medications or inoculations you and your private physician should decide necessary for your safe participation in the tour.

Your Conduct

Each participant is expected to act responsibly and adhere to all behavior guidelines established by Us and by any or our Providers. We and our Providers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. TRIPS2SAVOR is not responsible for any costs incurred concerning a participant removed from a vacation. Participants agree not to hold TRIPS2SAVOR liable for any actions taken under these terms and conditions.

Food Safety

Dietary restrictions and food allergies must be noted on your Reservation Booking Form. TRIPS2SAVOR is not liable for any illness, injury, or death caused by foods or drinks consumed by the traveler.

Smoking

Smokers (regular or vapor) may smoke only outdoors and downwind from the group — never in hotel rooms or during group activities or meals.

Our Responsibility

All bookings are accepted on the specific conditions that TRIPS2SAVOR and/or other subsidiaries, affiliated companies, and agents act only as booking agents for the owners, outfitters, operators, contractors, providing means of transportation, accommodation, sightseeing and tours whether by aircraft, railroad, motor coach, ship, boat, or any other means. All tickets, exchange orders or vouchers issued by those described above are subject to any and all terms and conditions under which such means of transportation, accommodation or any other services are offered or provided.

TRIPS2SAVOR or its representatives reserve the right to withdraw a tour or any part of it at any time for any reason, to refuse to accept or retain a member of the tour at any time, and to pass on to tour members any expenditure caused by delays or events beyond their control. In case of any appreciable variation in costs, TRIPS2SAVOR reserves the right to make adjustments to rates as necessary.

Accuracy of Printed and Online Material

We make every attempt to be accurate in our printed materials whether online or on paper, however on occasion errors do occur. TRIPS2SAVOR is not responsible for any typographic or printing error in any brochure, itinerary, confirmation, or related material. It is your responsibility to check all itineraries, tickets, vouchers, etc. for accuracy and inform us immediately of any changes. We also reserve the right to make changes to

any typographical errors including pricing errors and may adjust the price of your trip accordingly.

Travel Advisories & Warnings

No travel is without risk. It is your responsibility to be aware of any travel advisories or travel warnings that are in effect at the time of travel and prepare accordingly. The ultimate decision on where to travel is up to you. Should you choose to travel to a destination when warnings and advisories are in effect, we will not be liable for any personal injury, loss, theft, or damages of any kind that result from travel to any such destination. For information on travel advisories and warnings you may visit the state department website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and travel.state.gov or by phone at 888-407-4747. In the event of an active State Department of Travel Warning against travel to the specific destination location(s) of the trip, should the participant still choose to travel, the participant assumes all risk of personal injury, death, or property damage that may arise out of the events like those advised or warned against. A State Department Travel Warning or Travel Advisory does not constitute an event that allows cancellation without penalty. We recommend that all travelers register with the US State Department's "Smart Traveler Enrollment Program" prior to departure on any international travel.

Force Majeure

TRIPS2SAVOR and its suppliers are not responsible for and shall be relieved of any obligations under these terms and conditions, including providing any refund, in the event of acts of God, fire, acts of local government or other authorities, wars (whether declared or not), civil disturbances, riots, terrorist acts, insurrection, strikes, labor disputes, thefts, pilferage, epidemics, pandemics, quarantines, earthquakes, adverse weather conditions, dangers incident to sea, land, and air travel, medical or customs or immigration regulation, delay or cancellation, or any other unforeseen circumstances or any other factors unforeseen by TRIPS2SAVOR 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 we can recover any monies from our suppliers, we will refund these to you without any charge by TRIPS2SAVOR.

Non-Responsibility

TRIPS2SAVOR, and its employees, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to your tour. TRIPS2SAVOR is an independent contractor and is not an employee, agent, or representative of any of these suppliers. TRIPS2SAVOR 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 tour. TRIPS2SAVOR is not affiliated with any other tour operator. All suppliers are independent contractors and are not agents or employees or representatives of TRIPS2SAVOR. 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 participants agree that they are subject to that suppliers terms and conditions and that neither TRIPS2SAVOR, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant 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 TRIPS2SAVOR. TRIPS2SAVOR assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; It is your responsibility to become familiar with the terms and conditions of any and all suppliers for your trip. TRIPS2SAVOR accepts no responsibility for lost or stolen items. TRIPS2SAVOR reserves the right to refuse any participant or potential participant at its sole discretion.

Personal Responsibility

You acknowledge that travel on an TRIPS2SAVOR trip requires a degree of flexibility and understand that the trip's route, accommodation and modes of transport are subject to change without prior notice due to local circumstances. Should TRIPS2SAVOR deem it advisable to amend an itinerary for any reason, it may do so by shortening, varying or re-routing any trip. These changes are binding, and additional expenses may be charged to you if the reason for any alteration is outside the company's control, such as spending an additional night due to weather. While travelling with TRIPS2SAVOR you agree to accept the authority of the leader and local operator at all times. You are aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of group members. TRIPS2SAVOR will not accept responsibility or liability for any traveler who contravenes any law or regulation of any country visited.

Photo Release & General Disclaimer

Photography

You grant to Company and Company assigns the irrevocable, sub-licensable right and authority to use your name, likeness, photograph, film, video likeness or audio recordings of participants during the operation of any program or part thereof for any and all promotional, commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe. By booking a program with TRIPS2SAVOR, participants agree to allow their images to be edited and used by Company for promotion, commercial or non-commercial use without any notification, obligation or compensation to the participant. The Company requires participants, who prefer that their images not be used, to submit their written request to opt out prior to the **beginning** of their program.

The Company requests optional feedback after every tour. We reserve the right to use and publish any written comments made in response – for future marketing.

Release of Liability and Assumption of All Risks

All travel includes risks. In fact, part of the excitement of any journey is derived from the risk involved. By booking a trip with us you are acknowledging that there is risk involved and that you accept these risks. Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments, high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which you are not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of TRIPS2SAVOR or others. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with TRIPS2SAVOR to participate in such trips and activities you agree you will not make a claim against TRIPS2SAVOR, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release TRIPS2SAVOR, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the participant occupies a motor coach seat, or any vehicle seat, fitted with a safety belt, neither TRIPS2SAVOR nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the

safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Coronavirus Release & Waiver of Liability

Participant acknowledges the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

1. Participant acknowledges that TRIPS2SAVOR cannot guarantee that I will not become infected with the Coronavirus/Covid-19.
2. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, tour and restaurant staff, and other tour participants and their families.
3. Participant voluntarily seek services provided by TRIPS2SAVOR and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19.
4. I acknowledge that I must comply with all set safety protocols and procedures to reduce the spread of the virus while attending the tour and that refusal to comply will result in ejection from the tour without right to rebook or refund.
5. I acknowledge that all destinations and suppliers have their own rules related to COVID-19. For example, I may be required to quarantine upon arrival in some locations. Some locations may require masks or social distancing, they may require me to provide proof of vaccination or negative testing. Stopover countries requirements will also apply. On my return home, additional testing, requirements, or documentation may be required. While TRIPS2SAVOR will try to assist me in understanding these requirements,

I acknowledge and agree that I am responsible for understanding these requirements and must not rely on any representations made by TRIPS2SAVOR. Should I be denied entry to any destination, TRIPS2SAVOR shall not be responsible for any such denial, or any cost associated therewith.

6. Participant attests that they:

- are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- have not traveled to any highly impacted area within the United States of America or abroad in the last 14 days.
- do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- are following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

Participant hereby release and agree to hold TRIPS2SAVOR harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the Company, or that may otherwise arise in any way in connection with any services received from TRIPS2SAVOR. Participant understands that this release discharges TRIPS2SAVOR from any liability or claim that I, my heirs, or any personal representatives may have against TRIPS2SAVOR with respect to any bodily injury, illness, death, medical

treatment, or property damage that may arise from, or in connection to, any services received from TRIPS2SAVOR. This liability waiver and release extends to the TRIPS2SAVOR together with all owners, partners, and employees.

Severability

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

Jurisdiction and applicable law

I understand all participant claims must be submitted in writing and received by TRIPS2SAVOR no later than sixty (60) days after the completion of the TRIPS2SAVOR vacation. **Participant claims not submitted and received within this time shall be deemed waived and barred.**

I understand that all applications are subject to acceptance by TRIPS2SAVOR and upon acceptance shall be deemed to have been entered into and to be performed at St. Louis, Missouri without regard to conflicts of law principles. Any claims shall be brought in a court of competent jurisdiction located in Missouri. You agree that you will only bring claims against TRIPS2SAVOR in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. TRIPS2SAVOR shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages.

This is the end of the Terms and Conditions page.