

## Terms and Conditions

**Last Updated: May 15, 2024**

Patricia Fasciotti Travels, LLC, (hereinafter "PFT," "we," "us," "our"), is an independent affiliate of GSC World Travel and Glass Slipper Concierge. As a luxury travel advisor, we specialize in curating extraordinary experiences for clients (hereinafter "traveler," "you"). We pride ourselves on our meticulous attention to every detail, our extensive travels and knowledge, industry connections, providing the highest level of service, making travel dreams a reality, and in creating lifelong relationships with our clients.

**CONTRACT.** We draw your attention to the terms and conditions of travel herein (hereinafter "Terms and Conditions"), such Terms and Conditions including all brochures, documents, correspondence, our Privacy Policy, and the terms and conditions of our third-party suppliers ("Suppliers") form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions that you may have). **PLEASE BE AWARE THAT THESE TERMS AND CONDITIONS CONTAIN WAIVERS OF LIABILITY, CLASS ACTION AND JURY TRIAL, AND VENUE SELECTION AND NOTICE CLAUSES.** By asking us to confirm your booking you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the Terms and Conditions and agree with them.

If you are making a booking as a family, or as part of a group, you are responsible for sharing these Terms and Conditions with all members of the family or group and are financially responsible for the booking. We will not be liable for your failure to share these Terms and Conditions with all travelers in the group.

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

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

**CHANGES TO THESE TERMS AND CONDITIONS.** PFT reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Upon making a significant change that impacts your booking with us we will notify you via the email address you provide to us at the time of booking. The current (updated) terms will apply to your booking. You must therefore be familiar with the terms in effect at the time you book. Your continued use of our services, including continuing to use or maintain any bookings after notice of any changes to the Terms and Conditions, constitutes your consent to any changes.

**COVID-19 RELEASE OF LIABILITY.** By booking a vacation at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your vacation. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, which cannot be controlled or eliminated by PFT.

You acknowledge that your vacation may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination or proof of negative testing. Stopover countries requirements will also apply. On your return home, additional testing, requirements, or documentation may be required. You are responsible for understanding these requirements and must not rely on PFT to provide these details. You understand that you may become sick before, during, or after the vacation and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID-19, PFT has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, PFT shall not be liable for any losses howsoever arising.

YOU, FOR YOURSELF, AND ANY MINORS TRAVELING WITH YOU, AND ON BEHALF OF YOUR AND THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, THE "RELEASORS"), HEREBY RELEASE, AND HOLD HARMLESS PFT, ITS OWNERS, MEMBERS, MANAGERS, AGENTS, AND/OR EMPLOYEES, AND SUPPLIERS (COLLECTIVELY, THE "RELEASEES"), OF FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, AND LIABILITY ARISING OUT OF OR RELATED IN ANY WAY, IN WHOLE OR IN PART TO ANY POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH, OR ANY OTHER LOSS YOU MAY SUFFER DUE TO EXPOSURE, INFECTION, SPREAD, CLOSURE, AND TRAVEL RESTRICTIONS RELATED TO COVID- 19 OR ANY OTHER INFECTIOUS DISEASES, VIRUSES, EPIDEMICS, PANDEMICS, ETC., WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS CONTRACT, WHETHER BY OPERATION OF LAW OR OTHERWISE.

**BOOKING/PAYMENT.** To get started in the travel planning process, you can contact us at [patricia@glassslipperconciierge.com](mailto:patricia@glassslipperconciierge.com) or [patricia@gscworldtravel.com](mailto:patricia@gscworldtravel.com). Upon receipt of your inquiry, you will receive an email outlining our processes and services and inviting you to book a call with us. During our call we will discuss your travel needs, preferences, answer any questions you may have for us and generally consider whether we are a good fit to work together. Upon agreement to move forward in planning your vacation, you will receive an authorization for payment of our planning fee, a link to these Terms and Conditions, and the terms and conditions of GSC World Travel and/or Glass Slipper Concierge ("GSC terms and conditions").

Upon receipt of your acknowledgement and acceptance of these Terms and Conditions, GSC Terms and Conditions and authorization for our planning fee, we will begin researching and communicating with our trusted industry suppliers to prepare a custom proposal perfectly suited for your travel needs. In the proposal we will outline the various options available with the respective pricing for each option.

After you have had a chance to review the proposal, you can reach out to us to approve or revise the proposal according to your needs. We offer up to three revisions to our initial proposal after which a new consultation call and additional planning fee may be charged. When you approve your proposal and make your selection, you will receive a credit card authorization form where you will enter your credit card information and authorize PFT to utilize your credit card supplied to place a deposit (or final payment if within the final payment deadline) on your requested vacation accommodations and travel products.

Upon receipt of the confirmation for your paid deposit (or final payment, if applicable), we will provide you with your booking confirmation and payment receipt. Within the booking confirmation you will also find the Supplier terms and conditions for your review and reference. Be mindful of any Supplier policies regarding changes or cancellations to the dates or destination(s); as some changes and cancellations may incur change fees from the Supplier(s).

We will provide you with instructions for all payments and all due dates. We will also provide you with final payment reminders. You must make all payments in full and on time. If you are booking within 60 days of the departure date, full payment may be due at the time of booking. If full payment is not received by the due date we provide you, we reserve the right to cancel your travel and apply any cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms as described below would be in effect. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional money. Your amount owing is subject to change until you receive confirmation that your vacation is paid in full. Deposits are typically NON-REFUNDABLE, unless stated otherwise in the terms and conditions of the Supplier.

Some travel packages have the option of adding travel protection insurance, other travel packages will require us to provide insurance quotes separately. If insurance is not listed as an inclusion, you will need to obtain travel protection insurance separately. For this reason, we will work to get travel insurance options to you immediately upon booking with us, as we *highly encourage* the purchase of travel protection insurance.

***Please review all documents within 24 hours of receipt, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible of any corrections.***

**PLANNING FEE.** Creating your custom-curated proposal will take expertise along with time researching, planning, and connecting with Suppliers to put together the best options for your vacation. Depending on your vacation plans, PFT may charge a planning fee. Our planning fee may vary based on the following factors: (i) the total length of stay; (ii) the level of planning

involved; (iii) the number of travelers; (iv) the complexity of the Suppliers and destination; (v) the overall cost for the vacation; (vi) and any other factor that we may find relevant in determining the appropriate planning fee for your vacation. Our planning fee for your vacation is based on these factors and is always non-refundable even if you cancel your vacation or decide not to book with us. We typically charge a planning fee of \$300 for most destinations. This is just an example of our typical planning fee, but your travel request may change the planning fee amount that we charge.

**SCOPE/AGENCY.** PFT does not provide, own, or control the travel services and products that are or may be provided as part of your vacation, such as flights, accommodations, cruise accommodations, rental cars, packages, tours, theme park access, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled, or made available by the Suppliers such as airlines, hotels, cruise lines, rental car companies, theme parks, and tour operators. The Suppliers are responsible for the Travel Products. The Supplier's terms and conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; PFT does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that PFT acts only to assist you in acquiring transportation, hotel accommodations, theme park tickets, cruises, sightseeing, tours and other privileges, or services for the travelers' benefit, and on the express condition that PFT shall not be responsible for any loss, accident, injury, delay, defect, omission, or irregularity which may occur or be occasioned, whether by reason of any act, negligence, or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

**AIR RESERVATIONS.** Your contract for airfare is with the carrier and subject to its terms. We will not be liable for any change fees or cancellation fees or other additional costs you incur with the air carrier.

**TRAVELER INFORMATION.** Names provided to secure reservations must match travelers' respective passports and government issued identification. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

**CREDIT CARD BOOKINGS.** While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a written authorization for every transaction for your vacation. Your authorization is an agreement for us and the Supplier(s) 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. For booking charges on your card statement(s) they will reflect the Supplier(s) name for all accommodations charges and not PFT's name. For planning fee charges, you will see GSC World Travel or Glass Slipper Concierge and not PFT's name on your credit card statement(s).

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. PFT retains the right to dispute any chargeback that is improper and recover any costs, including attorneys' 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 PFT or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

**PRICE AND RATE CHANGES.** The price listed in your proposal or on our website are based on known costs at the date of issue of the proposal or posting on the website. All prices we advertise are accurate at the date issued, but we reserve the right to change any of those prices from time to time as the Suppliers adjust their prices. Prices that include costs for fuel and local taxes that are estimated at the date of issue and are subject to change. At the time of booking confirmation, we will provide you with an invoice reflecting the current price and particular inclusions.

Upon payment of your deposit and confirmation of your booking, your price will be locked in with the exception of any increases or decreases resulting from fuel, airport charges, scheduled air fares and other transport charges which form part of your contract with the transport provider, dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes, port fees, or fees payable for services. We reserve the right to add a supplement to your travel prices should these additional fees apply to our booking, until we receive your final payment. If your booking is impacted by the adjusted fees, we reserve the right to increase or decrease the price of your travel and will forward a new invoice or confirmation reflecting any changes made. After final payment, your price is locked in.

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

**CANCELLATION.** Cancellation of travel must be made in writing and is effective from the date we receive the written notification. All Suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the Supplier's terms and conditions. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not PFT. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a Supplier's failure to pay a refund, or for Supplier bankruptcy or insolvency.

**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.**

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refunds. Cancellation policies for cruises vary by cruise line. You will be advised of their cancellation policy at the time of booking and in your booking confirmation. If you are ever curious about the Supplier's cancellation policies, please be sure to inquire with us prior to booking any itinerary with us.

**CHANGES AND CANCELLATION BY THE SUPPLIER.** We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also 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, PFT and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any vacation, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on a vacation. 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 tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. PFT cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the vacation that has been changed.

**NO REFUND FOR UNUSED ARRANGEMENTS.** As PFT's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while your vacation is in progress, there is no refund for the unused portion.

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

(and only if) we can recover any monies from our Suppliers, we will refund these to you without any charge by PFT.

**TRAVEL PROTECTION.** It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional "cancel for any reason" coverage is strongly recommended. Such plans should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection plans can help protect you in the event of loss of non-refundable vacation deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including "cancel for any reason" coverage should be purchased in close conjunction with your travel purchase. PFT is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. PFT cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

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

**DESTINATIONS AND DOCUMENTATION.** Travel to certain destinations may involve greater risk than others. PFT urges travelers to remain informed daily as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are following all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **SHOULD YOU CHOOSE TO TRAVEL TO A COUNTRY THAT HAS BEEN ISSUED A TRAVEL WARNING OR ADVISORY, PFT WILL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT RESULT FROM TRAVEL TO SUCH DESTINATIONS.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov). When traveling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements, when effective May 7, 2025, and beyond, will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Please visit [www.travel.state.gov](http://www.travel.state.gov) or

<https://www.dhs.gov/real-id> for the most updated requirements for travel documentation. Visas are required when they apply. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation resulting in mismatched documentation to identification. PFT strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the length of the intended stay. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country, airplane, ship, or a Supplier's travel product or service due to a conviction, PFT shall not be liable for any losses, expenses, or refunds to you or anyone in your group.

Recommended inoculations and vaccinations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, take all recommended medication, and follow all medical advice in relation to your vacation. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings vacations. PFT bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

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

**HAZARDOUS MATERIALS.** 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 include Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radioactive materials. 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 contact your airline representative. Restrictions on hazardous materials and other prohibited items are listed at: <http://www.tsa.gov/traveler-information/prohibited-items>.

**NON-RESPONSIBILITY.** PFT, its employees, managers, members, agents, and representatives ("Representatives") use third party Suppliers to arrange tours, transportation,



sightseeing, lodging, and all other services related to your vacation. PFT is an independent contractor and is not an employee, agent, or representative of any of these Suppliers. PFT 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 vacation. All Suppliers are independent contractors and are not agents or employees or representatives of PFT. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither PFT, nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of PFT or its Representatives. PFT and its Representatives assume no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; PFT and its Representatives assume no responsibility or liability for personal property; and PFT and its Representatives shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. PFT and its Representatives accept no responsibility for lost or stolen items. PFT and its Representatives reserve the right to refuse any traveler or potential traveler at its sole discretion.

**ASSUMPTION OF RISK/WAIVER.** Traveler is aware that travel to some areas as traveler is undertaking on the vacation may involve inherent risks, some in more remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; exposure to inherent risks in riding on theme park attractions, your own negligence and/or the negligence of others, including tour guides, other travelers; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this vacation, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF PFT AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE PFT, AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH YOUR TRAVEL, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF PFT AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE PFT AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING PFT. THIS AGREEMENT ALSO BINDS YOUR

HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE AGREED UPON TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

**INDEMNIFICATION.** Each traveler is expected to act responsibly and adhere to all behavior guidelines established by PFT, its Representatives, and the Suppliers. Our Representatives and Suppliers reserve the right to remove you from your travels if you endanger yourself or others or disrupt others. In any such case, there will be no refund.

Traveler agrees to and shall indemnify and hold harmless PFT and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by PFT or its Representatives (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of this Contract and (ii) any damage caused by traveler while participating in the vacation.

**BAGGAGE FEES.** Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees and information. PFT is NOT responsible for additional fees incurred for baggage or seating.

**RE-CONFIRM YOUR FLIGHT.** PFT advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

**PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your vacation, 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. PFT will communicate requests to Suppliers but cannot be responsible if American with Disabilities Act ("ADA") accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the ADA and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify PFT at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please be aware that some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to

determine whether you will be permitted or prevented from traveling. At no time shall we be liable if you are denied boarding, embarkation, or access to a Supplier due to your pregnancy or a pregnancy of anyone in your travel party. PFT shall not be liable for any losses, expenses, or refunds resulting from such loss in access to any or all components of the vacation for you or anyone in your travel party.

**NON-DISPARGEMENT.** PFT enjoys the goodwill of the public community and appreciates feedback for our services and our Supplier's services. On occasion, you or someone in your group may have an experience that is out of the ordinary or not up to the standards for which you were hoping. In these scenarios, we ask that you contact us to discuss further. You hereby agree not to disparage us by leaving a negative statement, review, report, ranking, or other written or oral statement(s) (collectively "Disparaging Statements") about PFT, or our Representatives. If we find that you or anyone in your group has made Disparaging Statements, you shall be considered in breach of these Terms and Conditions and shall be subject to damages of up to \$50,000 per occurrence. This clause shall survive termination of these Terms and Conditions.

**GOVERNING LAW & JURISDICTION.** This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin exclusive of conflict or choice of law rules. Any controversy or claim arising out of or relating to these Terms and Conditions shall be brought exclusively in county or federal courts located in Waukesha County in the State of Wisconsin.

**NOTICE OF CLAIM, JURY WAIVER & ATTORNEYS' FEES.** YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST PFT UNLESS YOU HAVE FIRST PROVIDED A TYPEWRITTEN NOTICE OF CLAIM TO PATRICIA FASCIOTTI TRAVELS, LLC AT PATRICIA@GSCWORLDTRAVEL.COM WITHIN 30 DAYS AFTER COMPLETION OF TRAVEL OR CANCELLATION OF TRAVEL. **YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST PFT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.** The prevailing party in either case shall be entitled to a recovery for all costs of litigation and reasonable attorneys' fees and costs, which may be incurred.

**ENTIRE AGREEMENT & SEVERABILITY.** This agreement, including the terms and conditions of our Suppliers, any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to PFT. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

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