



Majella Tours of Abruzzo

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2022 TOUR TERMS & CONDITIONS

Payment Schedule & Deposit - A \$500 non-refundable deposit (for administrative fees) per person (the "Deposit"), payable by check to Three Little Guys LLC (D/B/A Majella Tours of Abruzzo) (hereinafter, "the Operator"), is required at the time of the reservation of the tour (hereinafter, "the Tour") for each participant (each, a "Participant" or together, the "Participants"). Final payment of the balance must be received by the Operator no later than 120 days prior to the first day of the Tour.

Itinerary, Changes & Related Costs – The Operator and its partners and suppliers are committed to creating an enjoyable Tour itinerary. Participants will be required to abide by all supplier rules regarding entry or participation in a particular planned or unplanned activity or event. If improvements can be made prior to the commencement of or even during the Tour or if unforeseen conditions make changes to the itinerary necessary, including, but not limited to, as a result of COVID-19 requirements, the Operator reserves the right to vary the Tour itinerary and/or substitute hotels or accommodations of a reasonably equivalent quality. Such changes may result in additional expenses to the Participant and the Operator will not be held responsible for any of these types of changes or occurrences.

Individual deviations or additions to or from the scheduled Tour itinerary are at the sole expense of the individual Participant. No full or partial refunds will be provided if a Participant is not able to participate in one or more Tour activities. All prices are subject to change without prior notice due to currency fluctuation, fuel prices and/or unforeseen economic circumstances.

Getting To & From Abruzzo – Participants shall meet the Operator at the assigned place in Rome at the assigned time. Please note that out of consideration for other guests, the Operator will not be able to wait for late arrivals. If a Participant is late, he or she will need to arrange for alternative transportation to Abruzzo. Any alternative travel arrangements will be at the Participant's own additional expense and will not decrease the price of the Tour.

COVID-19 Vaccination Status - For the safety and well-being of the other Participants, the Operator and its partners and suppliers, all Participants in the Tour must be fully vaccinated against COVID-19 as defined by the US Center for Disease Control. Proof of vaccination will be required at the time of booking and Participants must bring to Italy documentation demonstrating proof of full vaccination.

Health - All Participants must be in good physical health as there will be extensive walking involved in the contemplated Tour activities. Although the planned excursions for the Tour are considered to be of an easy to moderate level of difficulty, Participants will necessarily be hiking over uneven surfaces and mountainous terrain. Any condition of a Participant that may require physical assistance or special medical attention should be reported to the Operator at the time of the Tour booking. Appropriate attire, such as hiking shoes and clothing, are required and Participants are required to properly outfit themselves for the contemplated Tour activities. In addition, Abruzzo has many winding roads and the Tour will sometimes require long drives. The Operator has attempted to design the itinerary to break up the length of drives as much as possible, but if a Participant suffers from motion sickness, please bring motion-sickness medication. Finally, any food allergies or intolerances must be reported to us at the time of your reservation.

Photography - Photographs or, in some cases, videos, of Participants taken during the Tour may be used for promotional purposes by the Operator and its partners and each of the Participants expressly consents to this manner of promotional use when reservations are completed.

Trip Insurance – Although the Operator does not provide insurance coverage, the Operator strongly urges Participants to purchase a cancel for any reason (CFAR) trip protection plan to cover trip cancellation (including cancellation of the Tour at the discretion of the Operator), emergency medical evacuation, lost or damaged baggage, accidents, sickness or otherwise.

Responsibility Clause –The Participant acknowledges that the Operator acts only as an agent for the various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services in relation to the Tour. Such services are subject to the terms and conditions of those independent suppliers. The Operator, its respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident that may result from the act, error, omission, defect, default or negligence of any company or person performing these services. The Operator accepts no responsibility and in no event will the Operator be liable or responsible for loss, injury, damages, or expenses to the person or property of a Participant, including, without limitation, any indirect, incidental, consequential, special or punitive damages. The limitation of liability of the Operator shall be regardless of cause or reason for any asserted loss of Participant, including for loss to Participant due to illness, weather, strikes, local laws, hostilities, wars, terrorist acts, acts of nature, or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. The Operator is not responsible for any baggage or personal effects of a Participant. Participants are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects. The Operator is not responsible for transportation delays or any other delays or changes to the Tour, nor for additional expenses or loss of time that may be incurred in connection therewith. In the event it becomes necessary or advisable in the sole discretion of the Operator for the comfort, enjoyment or well-being of the Participants, to alter the Tour itinerary at any time, then without notice to the Participants, the Operator may make such alterations and will not be held responsible by Participants in any way for any such alterations. The Operator reserves the right to accept or decline any person as a Participant at any time, or to require any Participant to withdraw from the Tour at the expense of said Participant when such an action is determined by the Operator to be in the best interest of the Participant's health and safety, or the general welfare of the other Participants within the Tour.

Assumption of Risk & Release and Hold Harmless from Liability - The Participant acknowledges that s/he (i) is voluntarily participating in the Tour and all activities offered in connection therewith, (ii) is taking responsibility to choose a tour that fits his or her level of health and fitness, and (iii) agrees to assume all risks of travel, including bodily injury, emotional trauma, property damage or theft, and death. Furthermore, by booking the Tour at this time, the Participant also acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk for himself/herself, that the Participant 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 of booking of the Tour. The Participant acknowledges that exposure to such viruses or disease is an inherent risk of traveling that cannot be controlled or eliminated by the Operator.

The Participant, and on behalf of his or her heirs, assigns, personal representatives and next of kin ("Releasers"), hereby release, and hold harmless the Operator, its members, officers, agents, and/or employees, suppliers, and other Tour members ("Releasees"), from and against all liability, damage or loss arising from the Participant's participation in the Tour, including, but not limited to, 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, quarantine, delay, refusal of entry or departure, changes in itinerary or other, injury, disability, death or any other loss the Participant may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID-19, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. The terms of these release and hold harmless of all liability paragraphs, shall survive any termination or cancellation of this agreement, whether by operation of law or otherwise.

Cancellation Policy – The Operator strongly advises Participants NOT to purchase airline tickets until they have received confirmation in writing that there are a sufficient number of Participants for the Tour to occur. Under no circumstances shall the Operator be responsible for the reimbursement of any travel-related expenses or cancellation fees related thereto, including but not limited to, airfare or travel insurance.

The Operator must strictly adhere to its cancellation policy to offset costs incurred prior to the commencement of the Tour, which may include but are not limited to: advance payments to tour guides, hotels and drivers, communication expenses; development/promotional expenses; and the loss of time that might have permitted resale of reserved space. To be effective, any cancellation must be made in writing to info@majellatours and will be subject to a \$500 non-refundable administrative fee.

All refunds are limited to amounts actually received by the Operator. At the time the Operator receives written notification of cancellation, the following cancellation charges will apply: cancellations received between 120 and 91 days prior to the commencement of the Tour, 80 percent of the Tour cost per Participant shall be refunded less the \$500 non-refundable administrative fee; those received between 90 and 61 days prior to the commencement of the Tour, 50 percent of the Tour cost per Participant shall be refunded less the \$500 non-refundable administrative fee; no refunds will be given for cancellations received within 60 days of the commencement of the Tour. No partial refunds shall be given for individual deviations from the scheduled Tour itinerary, including, but not limited to, missed excursions, tours, meals, transportation or lodging, for any reason. In the case of a cancellation due to insufficient number of Participants, the Operator will attempt to notify all Participants at least 45 days prior to departure. However, the Operator reserves the right to cancel the Tour prior to departure for any

reason and, in such case, reimbursement of refundable costs of the Tour by the Operator shall constitute full settlement with the Participant. the Operator shall not be liable for any airline fees or cancellation penalties incurred by the purchase of a non-refundable ticket. In the unlikely event that a dispute arises between a Participant and the Operator, the following conditions will apply: (a) the dispute will be settled by binding arbitration administered by the American Arbitration Association in New York, NY; (b) the dispute will be governed by New York Law; (c) the maximum amount of recovery to which a Participant shall be entitled under any and all circumstances will be the sum of all monies actually received from the Participant by the Operator. The Participant agrees that this is a fair and reasonable limitation on the damages, of any sort whatsoever, that a Participant may suffer. Upon payment of the Deposit to the Operator, the Participant agrees to be bound by the above terms and conditions.