

# LUXUS TRAVEL, INC.

## TERMS AND CONDITIONS AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT. THIS IS A BINDING LEGAL AGREEMENT, AND BY SIGNING IT, YOU ARE AGREEING TO CERTAIN TERMS AND CONDITIONS.

This Terms and Conditions Agreement ("Agreement") is made by and between Luxus Travel, Inc., a Utah corporation (hereinafter "LTI") and the undersigned ("you" or "Booking Party"). In consideration of your participation in tours, excursions, lodging, transportation, dining, and other related activities (Collectively "Activities") conducted and/or facilitated by LTI, you hereby agree to the following:

### BOOKING

**Acceptance.** Upon receipt and acceptance of your Initial Deposit together with this Agreement signed by you, your proposed Activities will be confirmed and accepted via transmittal of a confirmation email ("Booking"). If you fail to receive a confirmation email or the content of that email contains any errors, you must notify LTI in writing immediately, but no later than 72 hours after payment of your Initial Deposit. Failure to report errors may result in Booking Party incurring additional charges. All Bookings are subject to availability and LTI's sole and absolute discretion. The proposed Activities shall not constitute an offer, rather a solicitation for an offer, which must be expressly accepted by LTI via transmittal of a confirmation email after the Initial Deposit has been made by the Booking Party. The Cancellation Fee Policy (defined below) applies upon Booking. By completing a Booking, you represent that you are over the age of 18 and have the authority to make Booking decisions for the Participants (defined below) and bind them to this Agreement. As the Booking Party, you will be responsible for full payment of the Tour Price in accordance with the dates set forth herein.

**Special Requests.** Participants' special requests (e.g. dietary restrictions, seating assignments, room requests, etc.) must be made in writing. LTI will make commercially reasonable efforts to comply with special requests, but all special requests are subject to LTI's sole and absolute discretion. However, LTI cannot guarantee special requests will be met and you and the Participants agree not to hold LTI liable in such an event.

**Pricing.** LTI strives to keep the prices indicated on its website accurate, but all prices are subject to change. Market conditions, dates of travel, and peak season dates/times affect pricing and availability, therefore no quoted price is final unless and until your Booking has been completed. The "Tour Price" means the price accepted at Booking, plus all additional amounts and/or charges due hereunder.

**Excluded Items.** LTI is not responsible for any costs that are not listed in your confirmation email including, but not limited to, passport fees, visas, airport taxes, luggage fees, internet/Wi-Fi fees, room service, laundry service, facility fees and resort fees.

**Payment.** Payment of the Tour Price must be made by credit card. LTI accepts Visa, MasterCard, American Express, and Discover. Below is the standard payment schedule:

<b>Initial Deposit</b>
Required at Booking Confirmation – \$500 per Participant
<b>Final Payment</b>
Due 45 days prior to Departure – balance of the total Tour Price

LTI reserves the right to alter the payment schedule depending on the advance timing of the Booking, number of Participants, nature of the Activities, type of excursions and availability. Please note that if your specific Booking does not fit within the standard payment schedule above, you will receive notice of a modified payment schedule prior to LTI confirming your Booking. Failure to adhere to the payment schedule may result in cancellation of your Booking without a refund.

### THIRD PARTIES AND VENDORS

**Suppliers.** LTI will engage the services of third-parties ("Suppliers") to fulfill and customize your Activities. The Suppliers are not agents or employees of LTI and LTI is not responsible for any acts or omissions made by the Suppliers. By utilizing the services of the Suppliers, you agree that LTI and its employees shall not be liable for any damage, theft, loss, delay, expenses, injury, accidents, dismemberment, or death from any act,

omission or negligence from any individual, employee, or agent of the Suppliers.

**Excursions.** Any excursion or Activity listed in your confirmation email is part of this Agreement. Any excursion or activity that you arrange outside of the confirmation email is not part of this Agreement and you will be subject to their terms, conditions and policies.

**Delays.** If a Participant is delayed and will be late for the departure to/from any Activity, LTI cannot make special arrangements for guests that are late for travel or an activity. Any missed travel or activities will not be credited to guest and guest will be liable for all costs associated to rejoin the tour group.

### ASSUMPTION OF THE RISK

**Risks.** You understand that the Activities may be physically demanding, dangerous and involve risks of injury or death. Such risks include, but are not limited to, changes in terrain, sharp rocks, debris, wild animals, inclement weather, equipment misuse, equipment failure, fatigue, heat exhaustion, dehydration, dizziness, tripping, slipping, falling, scratches, cuts, bruises, concussions, failure to control one's ability, failure to know one's limitations, paralysis and/or death. You recognize and understand that injuries are a common and ordinary occurrence involved in outdoor recreational activities and you voluntarily assume full responsibility for any risks of loss, property damage, personal injury, including death that may be sustained by you, as a result of participation in the Activities, whether or not listed above.

**Physical Health.** You represent that you are in good physical condition, not pregnant and free from known heart, respiratory or other health problems that could limit or prevent you from safely participating in the Activities. If you are pregnant or have a known medical condition, you also represent that you have consulted with your health care provider and have been cleared to participate in the Activities.

**Participants' Waivers.** You represent that you have explained the risks and physical health requirements contained herein to all members of the Booking Party's group (collectively "Participants"). You understand and accept that as a condition to participation in the Activities, every Participant must return a completed Assumption of Risk and Waiver of Liability Agreement before participation in the Activities.

**Loss.** Participants are solely responsible for the security of their personal property and LTI is not under any obligation to the Participants to protect or warn against vulnerabilities to personal property that may result in loss from criminal conduct of non-LTI persons.

### FIREARMS

**Possession.** In order for Participants to get maximum enjoyment and benefit from the Activities, LTI strongly discourages Participants from possessing firearms during the Activities. LTI will not issue any compensation or refunds for missed Activities resulting from limitations or restrictions associated with or in connection with a Participant's possession of a firearm. As a part of the Activities, you may visit national parks which may span multiple states. While national parks may permit firearms within their boundaries, applicable state and local laws may prohibit the possession of firearms. It is each Participant's sole and exclusive responsibility to know, understand, and comply with all applicable federal, state, and local firearms laws. Possession of firearms is prohibited in federal buildings including, but not limited to, visitor centers located within the national parks. LTI will NOT hold or store any firearms for any Participant for any reason and firearms are not to be left or stored in any vehicle used, owned or reserved by LTI. LTI will not be liable for any firearms violations committed by Participants.

### CANCELLATIONS

**Cancellations by You.** The provisions contained in this section constitute the "Cancellation Fee Policy." You may cancel your Booking at any time subject to the cancellation refund schedule below. All cancellations must be made by completing LTI's cancellation form that can be found at [www.utahluxurytours.com/TermsOfService](http://www.utahluxurytours.com/TermsOfService). Once complete, send the cancellation form to your coordinator as indicated in your confirmation email. Whether the completed form is sent by mail or email, the date used to determine the amount of refund is the date that

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the form is received by LTI, not the date dispatched. Once the completed form is received by LTI, you will receive an email confirming your cancellation. This cancellation email will detail the amount of the refund you will receive. Any verbal or telephonic requests for cancellation will not be accepted. All days are calendar days. "Departure" is the first day of your provided itinerary. Refunds will be issued no later than 60 days from the date the cancellation is confirmed. Refunds for cancellations are as follows:

46+ days prior to Departure – refund of all payments made less a \$50 cancellation processing fee for each Participant
0-45 days prior to Departure – No Refund

**Cancellations Made by Company.** LTI reserves the right to cancel all or any portion of a Booking or the Activities for any reason. If such a cancellation occurs, LTI will make reasonable efforts, in LTI's sole and absolute discretion, to provide you with alternative arrangements or issue you a refund for the portion of the Booking or the Activities cancelled by LTI.

**Force Majeure.** LTI is not liable for and will not issue any refund for failure to perform its obligations under this Agreement if it is prevented or delayed in performing its obligations by force majeure. "Force Majeure" is an event or circumstance that is beyond the control and without the fault or negligence of LTI and which by the exercise of reasonable diligence is unable to prevent including, but not limited to, riots, war, invasion, acts of foreign enemies, acts of terrorism, civil war, rebellion, revolution, insurrection, contamination, Acts of God (e.g. earthquakes, flood, fire, drought, etc.), strikes, and closure of airports.

## CHANGES TO YOUR ITINERARY

**Booking Changes by You.** If you need to make an alteration to your Booking, LTI will make commercially reasonable efforts, subject to availability, to fulfill your request. However, you will be responsible for any differences in pricing, change fees, and penalties imposed by Suppliers. Booking change requests must be made in writing by the Booking Party at least 46 or more days prior to Departure.

**Booking Changes by LTI.** It may become reasonably necessary for LTI to make a change to the itinerary set forth in your Booking. Changes to your itinerary including, but not limited to, changes in order, day/time or route, may be made necessary by inclement weather, availability of resources, including Suppliers, logistical difficulty or impracticality or any other reason believed to be in the best interests of the Participants as determined in the sole and absolute discretion of LTI. If itinerary changes are made by LTI, you will be notified of the change and any credit for the change.

## RELEASE, DISPUTES, CHOICE OF LAW, ARBITRATION

**Right of Publicity.** You hereby grant to LTI and its subsidiaries, licensees, successors and assigns, the right to record, both photographic and film records, use, publish, and reproduce, for marketing and advertising purposes of LTI, its subsidiaries, licensees, successors and assigns, your name, your image, your likeness in print and electronic images of you and the Participants in any and all media including, but not limited to, cable and broadcast television and the internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. The right to use granted herein shall be worldwide, irrevocable, unlimited, perpetual and royalty-free. You covenant that you have received the consent and release for all Participants to use their name, their image, their likeness in the same manner as granted by you. You also waive any right to inspect or approve finished photographs or videos, or advertising copy or printed matter or computer generated images and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

**Indemnification.** You agree to indemnify, defend, and hold harmless LTI, its directors, officers, shareholders, members, employees, affiliates, licensors, and affiliated parties from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including

attorney's fees) due to, arising out of, or related in any way to you or the Participants' negligence or intentional acts in connection with the Activities.

**Severability and Merger.** This Agreement, the Assumption of Risk and Waiver of Liability Agreement, and the Booking confirmation email represents the entire agreement of the parties. This Agreement shall only be modified by an officer of Luxus Travel, Inc. and only in a writing signed by the parties. In the event that any section of this Agreement is deemed unlawful, void, or unenforceable, then that provision will be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions.

**Applicable Law, Venue and Forum.** Any dispute that arises from participation in the tour, excursions, or Activities and/or this Agreement will be governed by these terms and the laws of the State of Utah and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Any lawsuit or arbitration by one party against the other will occur in state or federal court in Salt Lake City, Utah. You and LTI and agree that the jurisdiction and venue of these courts is exclusive.

**Arbitration.** You agree to arbitrate any disputes arising from this Agreement. Arbitration prevents you from suing in court and having a jury trial. You also agree that any arbitration will occur in Salt Lake City, Utah, and will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS AS STATED ABOVE. YOU ALSO ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

**TRAVEL INSURANCE IS HIGHLY RECOMMENDED; LTI DOES NOT PROVIDE AN FINANCIAL PROTECTION FOR PARTICIPANTS RELATED TO UNEXPECTED EVENTS THAT IMPACT THEIR TRAVEL.**

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Signature of Booking Party

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Printed Name of Booking Party

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Date