

<u>Roam with Me Travel</u>

Booking Terms & Conditions

The participant ("Participant") must sign these Booking Terms and Conditions ("Terms"). "You", "your", "I" or "my" refers to the Participant.

In consideration of the services of Roam with Me Travel, its affiliates, officers, directors, employees, travel agents, guides, representatives and/or assigns (together, herein referred to as "RWMT"; sometimes "we", "our", or "us") in allowing you to participate in an RWMT Trip ("Trip"), you acknowledge and agree to these Terms as follows:

1. **Booking/Registration:** Once we receive your completed registration and Trip Deposit, you are considered preliminarily booked for the Trip. As part of your registration, you are required to read and sign these Terms, read the itinerary and activity level description and agree to have the conditioning and physical preparedness required for the Trip, submit health information (if applicable), read and sign the RWMT Waiver of Liability Agreement, and review, and, if applicable, sign any other required forms or information. Your final acceptance and participation in the Trip is contingent upon RWMT's receipt and review of all required (completed and/or signed) forms and information and your full and timely payment.

2. **Price:** Prices are per person, in US dollars, and are set well ahead of the trip departure date. Our prices vary depending on a variety of cost factors, with peak travel dates being the most expensive. Prices may change during the course of the year and most often the best price will be for those who book early. Prices cover land costs only; they do not include airfare to and from the trip nor any required travel documentation, such as passports or visas. Please see the Terms below as well as the RWMT web page for each Trip departure for the specific details for all items included in the Trip price.

3. Trip Deposit; Final Payment and Discounts:

- Deposit: A non-refundable deposit is due at the time of booking: \$500 for scheduled U.S. and international departures, and 25% of the trip cost for certain select departures.
- Balance: The balance of your trip fee is due as follows:
 - Scheduled U.S. and International Departures: 60 days before the trip start date



- Select Departures: 150 days before the trip start date
- If payment in full has not been received by the applicable due date, RWMT will charge the outstanding balance to the payment method on file from the deposit, unless you instruct RWMT otherwise. If final payment cannot be processed within 2 days of the payment deadline, RWMT reserves the right to treat your booking as canceled and RWMT shall be entitled to keep the deposit and any other payments you have made to RWMT through the date of cancellation.
- **Payments:** The total Trip price includes the deposit and all prices are in USD. Payments may be made with most major credit cards or bank debit cards. All payments, once received, are non-refundable, except under the circumstances identified in these Terms.
- Promotional discounts:
 - A) If you have a trip booked with RWMT and refer a first-time traveler, ask them to mention your name when signing up and you'll receive a \$100 credit towards your next trip. If you do not have a current trip balance due or if the maximum discount has been reached, credit will be issued towards a future booking.
 - B) At times, RWMT may offer promotional discounts or giveaways that feature travel credits, trip discounts, or even free adventures. To be eligible, participants must follow the outlined entry guidelines. Qualifying entries will be reviewed, and winners will be selected at random unless otherwise stated.
- Trip Enhancements & Add-ons:

RWMT may assist with coordinating trip extensions, room upgrades or solo room upgrades, or additional excursions during applicable group trips. These options are subject to availability, must be requested prior to departure (for assistance with booking), and require full payment at time of booking. **All add-ons are nonrefundable unless RWMT must cancel an event due to unforeseen circumstances.**

4. Participant Cancellation and Transfer Policy:

• All cancellation, transfer, and trip change requests must be made in writing by email to <u>roamwithmetravel@outlook.com</u> and receipt of such requests must be acknowledged by RWMT in writing.



- RWMT understands how disappointing it can be if you are forced to cancel or change your long-anticipated adventure. Our cancellation policy is not meant to be punitive; however, we plan far in advance for each departure and continuously send non-refundable payment to hotels and other suppliers. We use your payment(s) to prepare for your participation and handle other costs associated with our operations. Therefore, we must strictly adhere to our cancellation and transfer policy for all participants. We strongly suggest purchasing travel insurance in the event you must cancel or otherwise change plans.
- If you must cancel your Trip in the days prior to departure, your cancellation fee will be determined according to the chart below:

Domestic &	Select Trips	Cancellation Fee
International Trips		
120+ days	150+days	100% of the deposit*
120-60 days	120-90 days	50% of trip cost**
59 days or less	89 days or less	100% of trip cost, no refund

*If you cancel within 10 days of booking, your deposit will be converted to a credit to be applied towards a new booking, valid for one year from the cancellation date, when you register 10 days or more before the final payment deadline.

**If you register after the final payment deadline, the entire amount is due within 2 days of booking and the deposit is NON-REFUNDABLE.

• **Transfers:** Transfers to another trip are only allowed 90 days in advance of the scheduled trip (dependent on Trip availability). You may transfer one time to another scheduled departure for a fee of \$250, after which time the standard cancellation fees apply. Additional transfer requests from the original booking are subject to the normal cancellation policy and require a new booking and deposit payment. When transferring to a new trip, the Participant is responsible for any differences in the deposit and/or trip costs.

5. **RWMT Trip Cancellation or Alteration; Force Majeure**: Please understand that International or US Federal, local requirements, guidance and other factors associated with operating trips, may require RWMT to adopt different policies, or to alter, suspend or cancel a trip at any time.



- RWMT reserves the right to combine or alter any aspect of a Trip, including itinerary, dates, activities or location for reasons including but not limited to: low registration, weather, health hazards, environmental hazards, conflict/war/terrorism, or for any other reason RWMT determines, in its sole discretion, is appropriate.
- RWMT also reserves the right to cancel all or portions of a Trip for reasons similar to the examples given above. In the event of such a cancellation (other than for a Force Majeure event - see below), full or partial refunds or credits, if any, will be at RWMT's sole discretion, and determined on a trip-by-trip basis.
- Force Majeure: RWMT reserves the right to cancel a Trip, before or after its start date because of an act of nature or other political, social, health, environmental or other condition beyond its control (in each case, a "Force Majeure Event"). Force Majeure Events include, but are not limited to war or terrorism, civil unrest, economic collapse, governmental or other authorities' restrictions on travel or otherwise, fire, earthquakes, floods, or other natural disasters, and health threats, including disease outbreaks or pandemics. Typically, these events are unexpected and unforeseeable and may compromise the health or well-being of participants or otherwise prevent our performance. Often, these types of events severely impact or make impossible our ability to run trips. If RWMT determines, in its sole discretion, it must cancel before or during a Trip because of a Force Majeure Event, the RWMT cancellation policy stated above does not apply and no refunds will be granted (unless, determined otherwise in RWMT's sole discretion). In the event of a Force Majeure Event, you agree that RWMT will not be found in breach of these Terms, and shall not be legally liable for any losses, costs or damages to you.
- If RWMT alters the Trip, or, cancels before or during the Trip regardless of whether RWMT issues any refund RWMT is not responsible for any indirect, consequential, incidental or other costs/damages you may incur, including but not limited to non-refundable airline tickets or change fees, equipment purchased for the Trip, visas or vaccinations.

6. **Getting To and From Your RWMT Trip:** Participants are responsible for getting to and from the start and end point of their Trip, and for arriving by the designated start time on the first day of the Trip. Any flight advice or assistance given by RWMT is merely a courtesy. I understand that flight delays and changes may cause me to arrive or depart late from the trip and that RWMT will not issue any refunds due to flight issues. Please note that many airlines assess stringent penalties for changes or cancellations — up to 100 percent of the



ticket price in certain cases — for which you will be personally responsible. Before purchasing your airfare, please wait until you receive and carefully read your Trip confirmation and Pre-Departure Document.

The Participant's trip with RWMT begins when the Participant is dropped off at the shared accommodations following arrival at the destination airport on the first date shown in the itinerary and ends at 11:59 p.m. (local time) on the day before the Participant's departure date as stated in the itinerary.

The Participant understands and agrees that:

- Any arrival prior to the itinerary start date or departure after the itinerary end date is an optional extension entirely at the Participant's risk and expense.
- Any assistance or advice from RWMT regarding early or late airport transfers, accommodations, or excursions outside the dates specified above is provided strictly as a courtesy and does not create any obligation or liability for RWMT.
- All travel time and arrangements outside the agreed-upon itinerary schedule fall outside RWMT's control.

RWMT shall have no liability for any sickness, personal injury, property damage, delay, schedule change, wrongful death, theft, or loss of property occurring before the trip start or after the trip end specified above.

The Participant hereby waives, releases, and forever discharges RWMT from any and all claims, demands, actions, or causes of action, whether known or unknown, arising out of or in connection with any period outside the booked trip dates, and further waives on behalf of the Participant's next of kin, heirs, executors, legal representatives, and assigns any right to sue or collect damages of any kind from RWMT during such time.

7. **Passports, Visas and Health Documents:** Every Participant must have the required documentation necessary to participate in their Trip before the departure date. This includes but is not limited to: obtaining a passport or required visas. Among other important requirements, passports must be valid for at least six months after the Participant's return date. Participants are also responsible for obtaining and maintaining all required health documents and vaccinations, and abiding by all government entry and exit requirements.



8. Participant Health and Fitness: Participant is responsible for reviewing the Trip's itinerary, activity level, and RWMT's activity level descriptions, and Participant agrees to have the conditioning and physical preparedness required for the Trip prior to joining the Trip. Whether in conjunction with your medical provider or not, you should consider the Trip's activities carefully and assume full responsibility for selecting a trip that's suitable for your abilities. Most of our Trips are intended for individuals in reasonably good health. RWMT reviews and relies upon the information you provide to us during the registration process, to endeavor to understand your health and medical issues. Although RWMT strives to accommodate a wide range of individuals, RWMT reserves the right to deny admission or ongoing participation on medical or health grounds in appropriate cases; for example, if we believe participation may compromise your own well-being or the wellbeing of the group, or, if you are unable to meet any of the physical, mental, cognitive or other demands of the Trip. Even if you are accepted on an RWMT Trip, you should consider carefully whether, in conjunction or not with your medical provider, the Trip and activities are appropriate for you. Note: Trips frequently take place in remote areas where medical care may be delayed and medical services and facilities may be primitive or inadequate. Certain health conditions or medications taken may react negatively with the level of exertion, type of activity or environment, including activities undertaken at altitude, in places with poor air quality, humid or dry climates, extremely cold or hot weather, or other factors. In addition, some health conditions - including but not limited to diabetes, asthma, allergies (including a potential anaphylactic reaction), seizure disorder or cardiovascular issues (including high blood pressure) or pregnancy - can deteriorate quickly under certain conditions and distance from definitive care can be a factor. All participants are responsible for their own food and water intake on a Trip. Language differences may impede your understanding of certain ingredients in various dishes and RWMT cannot provide reliable translation, or guarantee any special dietary arrangements. You understand that consistent with the Waiver of Liability agreement you are required to sign, RWMT is not responsible or liable for, among other things, any Participant's allergic reaction or incident resulting from an allergy. In the event RWMT withdraws or dismisses a Participant—whether due to the Participant's failure to provide accurate information about their ability to meet the trip's activity requirements, or at the Participant's own request to resign from any activity or the Trip—no refund will be issued.



9. **Participant Travel Medication/Prophylaxis and Information**: RWMT is not a medical authority and cannot directly advise you regarding your individual travel related medication or vaccination/prophylaxis needs. You are responsible for making these determinations regarding your travel. We do, however, strongly recommend that you consult your medical professional and/or visit a travel clinic well before the Trip to discuss requirements and/or options for travel-related vaccinations and/or medications. Note: Travel clinics frequently have limited hours and may require advance notice to order medications. You and your medical professional are encouraged to generally review the Trip location/s and itinerary in connection with information from the U.S. Centers for Disease Control and Prevention, the U.S. State Department; the World Health Organization or other sources, to consider health issues and determine what, if any, travel-related vaccinations and/or medications and/or medications may be required or appropriate. If your Trip is outside of the U.S., we also recommend enrolling in the Smart Traveler Enrollment Program ("STEP") to receive periodic travel updates on your destination.

10. **Participant Non or Late Arrival or Early Departure**: Should Participant be delayed for any reason in getting to or departing from their Trip, or if Participant must leave early, RWMT is not liable for any additional costs incurred in joining or leaving the Trip (such as costs for accommodations or transportation), nor will Participant receive a refund for any missed portion of their Trip as a result of late arrival or early departure.

- Note: If for any reason (whether voluntary or involuntary), Participant does not attend, arrives late or leaves the RWMT Trip in progress (including but not limited to voluntary withdrawal, dismissal from the Trip, illness, injury or any other reason), there will be no refund.
- If Participant departs early, Participant is responsible for all costs of early departure whether the departure is for medical reasons, dismissal, personal emergency, or otherwise. These costs may include, but are not limited to: evacuation, medical treatment, meals and lodging costs, non-refundable airline tickets, change fees or other transportation costs, and expenses for staff who may accompany Participant.

11. **Participant Non-Acceptance or Dismissal:** The granting or denial of acceptance to a Trip is within the sole discretion of RWMT. RWMT reserves the right to decline to accept Participant for medical or health reasons, or to revoke or terminate or limit participation at any time if RWMT reasonably determines Participant's condition, behavior or actions are inappropriate or disruptive, or adversely affect Participant's health or safety, or the health,



safety or enjoyment of other participants. If RWMT withdraws or dismisses a participant, including for failure to submit requested information (including inaccurate or incomplete information) or for providing misleading or false statements on any RWMT forms, there will be no refund.

The Participant acknowledges that this is a group experience and that the Participant is expected to positively contribute to the group experience through their attitude and interactions with other travelers, the staff who may be serving us, the guides and the locals at each destination. The Participant understand that behaviors such as gossip, speaking unkindly or rudely to locals, other travels and/or complaining to others (please bring any concerns/problems directly to the travel guide(s)) can "sink" the energy of the group and it will not be welcomed.

The Participant understands that illegal use of drugs and excessive abuse of alcohol will not be tolerated on any trips. Possessing or using drugs not only contravenes the laws of the land but also puts the rest of the group at risk. The travel guide reserves the right, in their sole discretion, to expel any participant found in possession of illicit drugs or engaging in continued excessive alcohol consumption during the trip. Such expulsion shall be without entitlement to any refund.

The Participant understands the risks associated with their interactions with other participants or third parties including any person's carelessness, recklessness, or other misconduct (malicious or otherwise), reliance on or interactions with RWMT, or other known or unknown persons, including the possibility of inadvertent touching by – or unwanted sexual advances from – anyone. All Participants share in the responsibility for their own well-being.

If the Participant is asked to leave due to any of the above-mentioned circumstances, no refund will be issued to the Participant.

12. **Insurance**: All participants must have medical insurance. RWMT requests Participant provide the name of their medical insurance carrier and policy number on the RWMT Medical Information Form completed in connection with your Trip registration and documentation. RWMT will provide the insurance information to the Trip guide for use in the event of an emergency in which Participant is incapacitated or otherwise unable to provide their medical insurance information to the appropriate medical service provided.



Otherwise, RWMT will keep your medical insurance information confidential. By signing these Terms, Participant authorizes RWMT and its Trip guides to convey Participant's insurance information to the appropriate medical service provider in order to obtain medical treatment/care for Participant. Please note that your personal medical insurance may not cover your medical expenses while traveling inside or outside your home country. Review your medical insurance to determine if coverage is appropriate, or if a supplemental medical policy is necessary. If you do not confirm or secure appropriate additional personal medical insurance, as needed, you understand you are at risk of significant expense and liability. You agree to accept full and complete responsibility for any and all Participant medical expenses and associated costs, whether or not covered by medical insurance.

• **Travel Insurance:** RWMT does not provide travel insurance. We strongly recommend that you secure comprehensive travel insurance to protect your trip investment against, but not limited to, trip cancellation or interruption, illness or injury, natural disasters, and other unforeseen events. Please direct any questions about coverage or claims to your chosen insurer. By declining to purchase travel insurance, you assume all financial risk for any trip fees and related costs.

13. **Photo/Statement Authorization:** RWMT reserves the right to photograph, film, record or otherwise capture the name, image, voice, verbal or written statement, photograph or visual likeness (collectively "images") of Participant for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications or for any other informational, promotional, educational or other use, as well as approve such use by third parties with whom RWMT may engage in joint marketing, without compensation to Participant. RWMT owns all ownership and copyright rights in the images and Participant waives any inspection or approval rights.

14. **Internet Postings; RWMT Protected Materials**: RWMT encourages participants to 'spread the word' about their experiences on an RWMT Trip. At the same time, we expect participants to respect RWMT, contact us directly with complaints, and not to disparage RWMT in postings on the Internet, including on social media platforms. Also, please understand that RWMT websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of RWMT, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized, without our written permission.



15. **Lost, Stolen or Damaged Property:** RWMT is not responsible for Participant's lost, stolen or damaged personal belongings, whether incurred during travel or while on a Trip. In addition, Participant may be held responsible for damage to, or loss of RWMT property or equipment. This may include sharing in the group's collective responsibility for willful equipment/property destruction or loss.

16. **Meeting Timelines & Traveler Responsibility:** The Participant is responsible for arriving at the designated meeting location at the time specified in the itinerary. RWMT will wait a grace period of ten (10) minutes beyond the scheduled start time of any included excursion, transfer, or activity. If the Participant is not present within this ten (10) minute grace period, RWMT reserves the right to depart without me and proceed as scheduled.

If I anticipate a delay, I agree to notify RWMT I as soon as practicable before the scheduled meeting time. I understand that RWMT is not responsible for any additional fees, missed activities, refunds, or other losses incurred due to my inability to meet the agreed-upon meeting time.

RWMT may, at its discretion and subject to availability, assist me in securing alternative arrangements; any costs arising from such assistance shall be my sole responsibility.

17. Information Disclosure and Participant Responsibilities: It is critical that you provide honest, accurate and complete information during RWMT's registration process, and most importantly, in response to the health information questions. Providing this information does not necessarily exclude you from the Trip. RWMT requests this information to assist us in understanding Participant health issues, considering potential modifications and for use during emergencies. In signing below, you agree you have or will submit true, complete and accurate information to RWMT. Falsifying information or providing inaccurate medical or health information can create serious risks to you or others, and may result in RWMT rescinding your registration or dismissing you from a Trip. Further, you must notify us if your health condition changes between the time you submit your health information and before the Trip start date (or during the Trip).

18. **Right to Change Terms:** RWMT reserves the right to change provisions of these Terms without prior notice. Except for any changed Terms during the time you are booking your Trip, these Terms (as may be revised from time to time) remain in full force and effect.



Lagree: I have read, understand and agree to these Terms. I agree to review all Trip materials, accurately complete all required forms, and abide by the terms of those documents. I agree that Missouri, U.S.A. substantive law (without regard to its "conflict of laws" rules) governs these Terms, any dispute I have with RWMT and all other aspects of my relationship with RWMT, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only (exclusively) in Saint Charles County, Missouri, U.S.A. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Missouri mediator. The Participant must sign these Terms during registration.