

# Heritage Tours By Seitz Travel Terms & Conditions

Heritage Tours by Seitz Travel is owned and operated by Seitz Travel LLC. Their website can be found at <a href="www.seitztravel.com">www.seitztravel.com</a>. You may contact Seitz Travel LLC at any time. The email contact for Seiz Travel LLC is <a href="cynthia@seitztravel.com">cynthia@seitztravel.com</a>. You may also call 9859916178.

## **GENERAL TOUR INFORMATION**

# The tour package INCLUDES:

- Hotel accommodations as per the itinerary.
- Meals as per the itinerary.
- · Land transportation by motorcoach.
- All entrance fees and guided tours included as per the itinerary and program.
- English speaking tour guides and Claude Boudreau for Acadian Tours. Cynthia Seitz will host all Malaguenos, Canary Island, and German Coast Tours. Local English speaking tour guides will provide the guided tours on the itinerary. The aforementioned hosts will take care of you during the tour.
- A trip to the archives Please provide the name/names of the ancestors you would like to research. The workers at the archives will pull any information on the names you provided. We cannot make any promises that there will be information on your ancestor at the archives.

# The tour package does NOT INCLUDE:

- Flights
- Tips for bus drivers, tour guides, etc.
- Transfer from the airport to the hotel at the onset of the tour and transfer from the hotel to the airport at the end of the tour.
- Travel Insurance
- This is a SMOKE-FREE (there will be smoking areas for you to smoke)

## **VISITS TO THE ARCHIVES**

Although we will visit the archives on most of our tours, it is not always feasible to visit the archives in some areas. Usually, our group makes an appointment with the archives and they will pull information before we arrive according to what tour guests want to see. (Note: not every request for information on certain ancestors will be available.) Due to time restraints, we don't have time

to sit and do extensive research during our visit. The only information you will be able to obtain is the information that was pulled by the archives staff before our group arrives at the archives.

## **ANCESTRAL HOMETOWNS**

On our ancestry tours, we do our best to cover as many ancestral hometowns as possible. If your ancestral hometown is not on our itinerary, please let us know. If the town is not far off our tour route and it is practical to add it to our tour, we will make every effort to do so. Please let us know if there is a town you want to add and confirm with us the ability to add it if it is mandatory for you to visit that village on our tour. Seitz Travel LLC will not be responsible for adding your ancestral village to the itinerary if you do not make us aware of your desire to visit that specific town in writing via email. You must receive a confirmation via email confirming or denying that Seitz Travel will be able to add your ancestral hometown to the itinerary.

## **SCHEDULE CHANGES**

It is important to note that the proposed schedule including hotels, restaurants, attractions and activities may be modified at any time during the trip due to unforeseen events or circumstances. In the event of such changes, no refunds are given; however, a similar activity will be offered.

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## **TOUR PRICES & PAYMENT CONDITIONS**

**Initial Deposit Requirement:** An initial deposit is mandatory upon making a reservation. Please be advised that all deposits are non-refundable and cannot be transferred to another booking.

**Reservation Deposit Details:** Every reservation, unless otherwise specified, necessitates a deposit. The specific deposit amount required and the schedule for monthly payments will be distinctly outlined during the booking process.

**Complete Payment Option:** Full payment for reservations may be rendered at the time of booking, provided there is availability for the tour.

**Consequences of Late Payment:** Should there remain any unpaid balance as of the Final Payment Due date indicated on your invoice, a late fee will be imposed on your account the day following your scheduled final payment date. The amount of the late fee is contingent on the specific tour and will be detailed in the tour's description.

**Reactivation of Canceled Reservations:** In instances where a reservation has been canceled, a reinstatement request submitted within 14 days will incur a reactivation fee of \$50 for domestic tours and \$200 for international tours. This fee must be paid upfront to facilitate the reinstatement and reconfirmation of travel services.

**Booking Deadline and Last-Minute Reservations:** Reservations should be completed no less than 30 days before the departure date. Should the requested services be unavailable, a full

refund will be issued. If services are confirmed, full payment will be required within 24 hours, and standard cancellation penalties will then apply.

**Accepted Payment Methods:** Payments can be made in US dollars via bank check, money order, major credit cards, or debit cards. Payments within 30 days of departure must exclusively be made through credit or debit card. Non-refundable deposit payments are processable via phone or online, with a \$50 charge applicable for any returned checks.

**Policy on Cancellations:** Cancellation Procedure: Cancellations must be submitted in writing. Forward your cancellation request to cynthia@seitztravel.com, including your invoice number, full name, and travel date. Should you not receive confirmation of receipt within 48 hours, contact us at 985-991-6178 to verify your cancellation has been processed.

Amendments to Reservations: Any modifications to a confirmed reservation, including name changes or the withdrawal of services (e.g., optional excursions, transfers), will attract a fee of \$50 per person, in addition to any charges levied by suppliers. It is important to note that airline ticket name changes are treated as cancellations and require rebooking. Substituting one traveler for another is considered a cancellation, subject to the applicable penalties, and does not fall under the scope of this change policy. Adjustments post-departure will incur charges based on local prices at the time of the change, payable directly by the passenger to the service provider. Unused services are non-refundable.

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#### TERMS OF RESERVATION

To reserve a spot on a Seitz Travel LLC tour you must agree to these Terms and Conditions and provide us with a deposit of \$2,000 per person. Payments can be made in US dollars via bank check, money order, major credit cards, or debit cards Your final tour payment is due in our office at least 90 days prior to the start of the tour, in one payment. Your final payment due date will be listed on your initial confirmation letter and tour invoice. Missing the final payment deadline may result in your being removed from the tour. If you sign up for a tour less than 90 days before its departure, the entire tour price must be paid, and is non-refundable.

Please purchase travel insurance to ensure your investment is protected in the event that something comes up and you cannot come on this tour.

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# **HEALTH**

You must be able to:

- Walk at least 60 minutes at a time, at a leisurely pace.
- Stand for at least 20 minutes without having to sit down.
- Climb 2 or 3 stories of stairs as well as walking uphill for short periods of time.
- Handle your own luggage (especially at airports).
- We will be at high altitudes in some cities. You must be able to withstand high altitudes.

For these reasons, you are required to disclose to your Tour Consultant any physical disabilities or limitations prior to reserving your tour so we can help you determine the appropriateness of the tour.

Seitz Travel LLC reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third-party providing services on the tour, may affect the health, safety, or tour experience of other travelers. If you have any concerns, do not hesitate to contact us.

# **Important Health Information**

Before traveling, you should consult with your medical provider to ensure you are aware of the most current health requirements. Additionally, you may refer to the Centers for Disease Control (CDC) at <a href="https://www.cdc.gov">www.cdc.gov</a> and the World Health Organization (WHO) at <a href="https://www.who.int">www.who.int</a> for up-to-date health recommendations. Any required vaccinations must be documented on a valid vaccination certificate by the client's healthcare provider and carried by the client as proof of vaccination when necessary. Individuals suffering from heart conditions, chronic diseases, physical disabilities, advanced stages of pregnancy, or mental health issues are advised against participating in these demanding travel programs. Participants who present with symptoms of illness, such as a fever upon arrival at the destination, or who fall ill during the tour, will be isolated from the group and referred to a local healthcare facility for evaluation. Only individuals who receive clearance from a recognized medical institution will be permitted to rejoin the group activities. The participant will be responsible for all expenses related to medical care and any additional costs for accommodations or transportation not initially included in the tour itinerary.

## TRAVEL AND HEALTH INSURANCE

TRAVEL INSURANCE AND TRAVEL HEALTH INSURANCE IS MANDATORY. You must agree that you will purchase travel insurance. No exceptions. I can provide a quote for your insurance. There is a link on my website, if you would like to look into it on your own. If you have pre-existing conditions you MUST purchase your travel insurance within 14 days of paying your deposit or else the insurance policy will not cover pre-existing conditions.

# **IDENTIFICATION**

Reservations must be made under the complete name as it appears on your government-issued passport. Should there be a necessity to alter the name subsequent to the issuance of travel documents, the client shall bear full responsibility for any applicable fees associated with the name change.

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## **PASSPORT / VISA**

- PASSPORT VALIDITY: Must be valid for at least six months beyond your planned date of departure. You must check your passport to ensure that it is valid at least six months beyond your planned date of departure.
- BLANK PASSPORT PAGES: Must have at least one blank page for stamps.
- TOURIST VISA: Not required for stays under 90 days.

- You are responsible for obtaining any travel documents and verifying entry requirements necessary for each country of travel on your selected tour itinerary, including any required vaccinations, as Seitz Travel LLC is not responsible for providing this information or documentation. U.S. citizens are required to have a passport for all trips outside of the U.S., which must be valid for at least six months beyond the completion date of the tour.
- Entry laws differ with respect to traveler's citizenship. You are responsible for any expenses incurred as a result of delays or itinerary changes related to your lack of appropriate travel documents or in the event you are delayed at customs and are therefore ineligible for any refund from Seitz Travel LLC For more information on countries requiring visas for U.S. citizens, please refer to the U.S. Department of State website: travel.state.gov.
- Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements.

#### TRAVEL DOCUMENTS:

Provided the entirety of the agreed-upon compensation is remitted on or before the designated final date for payment, the necessary travel documents along with pertinent travel guidelines will be dispatched to you through electronic mail and/or postal service no later than 30 days before your departure. Should there be a preference for physical documents over the available electronic versions, such documents will be sent through the United States Postal Service within a timeframe of approximately 14 to 21 days prior to your travel date, incurring an additional charge of \$30. It is imperative to provide a full street address for delivery purposes, as post office boxes are not acceptable.

# **BOOKING CONDITIONS**

The tour manager for this trip is Cynthia Seitz owner and operator of SEITZ TRAVEL LLC. THIS CONTRACT IS COVERED BY THE LAW GOVERNING THE STATE OF LOUISIANA, USA.

These Booking Conditions are subject to change at any time with or without notice. Your agreement to these Booking Conditions constitutes your agreement to any updates which can be found at <a href="https://www.seitztravel.com">www.seitztravel.com</a>.

# **Pricing**

Pricing per individual is based on double occupancy in a twin room, unless explicitly stated otherwise. Not included in the listed prices are personal expenses such as dry cleaning, alcoholic and non-alcoholic drinks, meals (except where provided at all-inclusive resorts or specifically noted), fees for passports and visas, insurance, and taxes on foreign ports, unless they are expressly included in the package offerings. Prices are accurate as of the publication date; however, due to the volatile nature of airfare prices and the limited availability of certain service classes, the cost and availability of tour packages may be subject to change. In the event of a discrepancy due to human or technological error, Seitz Travel LLC retains the authority to issue a corrected invoice reflecting the accurate price or service. Passengers who opt not to accept a

price increase are entitled to a full refund, assuming that a written notice of cancellation is submitted to Seitz Travel LLC within five days following the announcement of the price increase.

# Flight delays & cancellations

Seitz Travel LLC cannot be held responsible for any flight delays or cancellations caused by, but not limited to, weather, mechanical issues, or personnel strike. In the event of a flight delay, you must work directly with the airline to be rebooked. Once your new flight is confirmed, you must then notify Seitz Travel LLC with your new arrival time. If you are arriving later than your original scheduled flight, you may not be met by a Seitz Travel LLC representative at the airport. In this case, you will need to arrange your own transportation from the airport to your hotel. Persons missing tour portions or components (including, but not limited to, meals, excursions, or sightseeing tours) due to flight delays or cancellations will not be refunded by Seitz Travel LLC.

# **Flights**

Seitz Travel LLC is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. Seitz Travel LLC is not responsible for penalties incurred for tickets, international or domestic, not issued by Seitz Travel LLC.

# **Roommate Matching**

Our Roommate Matching Service is exclusively offered for participants of our International Tours. Eligibility for a roommate pairing occurs once a participant has paid in excess of 75% of their total travel costs, contingent upon the potential roommate having also fulfilled the same payment criterion of covering 75% of their respective travel expenses.

#### Refunds

All financial transactions made to Seitz Travel LLC, including payments, are irrevocably final and cannot be transferred. The reason behind this policy is rooted in the binding agreements Seitz Travel LLC maintains with service providers such as hotels and airlines, which preclude the possibility of reimbursement. This structure enables us to offer you competitively priced travel packages while affording the convenience of monthly installment payments for your vacation plans.

# Refunds & cancellations when sharing a room

If you are booked in a double/twin room and your roommate cancels his or her tour, you will be responsible for paying the single supplement fee. You are not allowed to cancel your tour in this situation.

# **Itinerary variations & holidays**

If improvements can be made to tour itineraries or unforeseen circumstances necessitate changes, Seitz Travel LLC reserves the right to amend, adjust, or alter itineraries. Due to local or national holidays, seasonal hours of operation or availability, special events, and/or peak harvest seasons, access to certain facilities and attractions including, but not limited to, vineyards,

museums, historical sites, or stores may be limited. On such occasions, and whenever possible, itinerary adjustments will be necessary to minimize traveler inconvenience.

# **Minor Policy**

It is mandatory for all minors under the age of 18 to be accompanied by an adult on our tours. The minimum permissible age for participation varies by tour type: it is set at 6 months for most tours, 12 years for tours to South Africa and Dubai, 12 years for European tour programs, and 6 months for cruise tours, with the requirement that minors must share a cabin with an adult aged 25 or older. Special discounts may be available for children under 12 sharing a room with two adults on certain Caribbean and Mexico tours. The adult accompanying the minor is responsible for the child's safety and must ensure the provision of appropriate safety gear (e.g., car seats) as needed. Additionally, due to international regulations aimed at preventing child abduction, minors traveling without both parents or with an adult who is not their parent must have a notarized letter of authorization from the absent parent(s) specifying travel dates.

# **Tipping**

Complete tipping guidelines are as follows: Drivers including private cars and motorcoach drivers: \$5-\$10 per person, per day Tour Guides: \$10-\$20 per person, per day

# **Group Cohesion**

Seitz Travel LLC prioritizes maintaining a positive group dynamic and, therefore, reserves the exclusive right to admit, decline, or remove any participant whose behavior is considered detrimental to the overall group harmony. This includes, but is not limited to, individuals exhibiting signs of intoxication or drug influence that negatively impacts the group's experience. Any costs incurred, such as cancellation fees, expenses related to alternative travel arrangements, or return transportation, shall be the responsibility of the affected participant. Please note, there will be no refunds for services not utilized.

# Use of website www.seitztravel.com

Contractual Agreement Between the Client and Seitz Travel LLC: The provision of access to <a href="https://www.seitztravel.com">www.seitztravel.com</a> is extended to you, the client, with the stipulation that you accept the terms, conditions, and notices detailed herein without alteration. Your engagement with <a href="https://www.seitztravel.com">www.seitztravel.com</a> signifies your full acceptance of these stipulated terms, conditions, and notices.

Disclaimer of Liability: The content, products, and services featured on this website may contain errors, including but not limited to inaccuracies or typographical mistakes. Updates to the content displayed on this site are conducted periodically. The accuracy, completeness, or current availability of site content is not warranted and may undergo changes at any moment without prior notification. Seitz Travel LLC reserves the right to enact modifications or enhancements to this website at any given time. Under no circumstance will Seitz Travel LLC be held accountable for any direct, indirect, punitive, incidental, special, or consequential damages that result from, or are in any way connected to, the utilization of this website, or through the acquisition of products and services via this site, or that arise from accessing this website.

External Website Links: <a href="www.seitztravel.com">www.seitztravel.com</a> may feature hyperlinks to websites that are not operated by Seitz Travel LLC. These hyperlinks are offered solely for your convenience. Seitz Travel LLC, does not exert control over these external websites and is not responsible for their content.

#### MANDATORY ARBITRATION AGREEMENT:

I hereby agree that any controversy or claim arising out of or relating to this Contract, the promotional materials, or the trip itself shall be settled solely and exclusively by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §§1-16). This arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (AAA) or the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS), as chosen. The arbitration shall be subject to the substantive laws of Louisiana (excluding its procedural law) and shall take place in Baton Rouge, LA. The authority to resolve any and all disputes pertaining to the interpretation, applicability, enforceability, or formation of this contract, including any contention that the contract, or any portion thereof, is invalid or voidable, shall rest solely with the arbitrator, excluding any federal, state, or local courts or agencies. It is important to note that by accepting these terms and conditions, both parties relinquish the right to seek a jury trial.

## INFORMED CONSENT FOR PARTICIPATION:

I confirm that my decision to register for the specified trip was made voluntarily and with full awareness of potential risks. I affirm that I have reviewed the trip details as presented on the current Seitz Travel LLC website and understood all the information provided in this application. My participation is a conscious decision, made with an understanding of the associated dangers.

# **OTHER TERMS AND CONDITIONS:**

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by a Seitz Travel LLC. Seitz Travel LLC makes every effort to ensure the accuracy of its publications, but it cannot be held responsible for typographical or printing errors, including, but not limited to, prices.

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# ACCOMMODATIONS / MEALS/ RAIL TRAVEL/ CRUISES

**Hotels:** Accommodation requests default to standard rooms furnished with twin beds (two single beds) and private amenities unless a specific request for a king or double bed has been made. It is important to note that while we will request your preferred bed type on your behalf, the final bed type provided is contingent upon hotel availability and at the discretion of hotel management, which assigns rooms on a run-of-house basis. Accommodations for three or four persons in cruises are furnished with individual twin beds per person. It should be noted that single rooms may be smaller than standard rooms, and room size is not determined by the number of occupants. The use of air-conditioning in hotels outside the United States, particularly in many

European establishments predating the advent of centralized air systems, may vary significantly, with operational hours typically reduced during nighttime and outside of summer months. All rates for hotel stays are derived from agreements with our suppliers and are fixed. Check-in at hotels is usually not available before 3:00 p.m., with check-out required by noon. For late-night flight arrivals, ensure that hotel accommodations are appropriately arranged. Day rooms, when included, extend check-out until 6:00 p.m. We retain the authority to substitute hotels with others of comparable quality, and no refunds will be issued for any cost difference in accommodations.

**Hotel and Cruise Information:** The descriptions and profiles for hotels and cruises provided by Seitz Travel LLC, are based on data received from our hotel and cruise partners, including visual and textual depictions of facilities. It is important to recognize that star ratings can vary between countries. While we endeavor to keep our information up to date, we are not liable for inaccuracies in the descriptions, amenities, or images supplied by third parties.

**Meal Arrangements:** Meals are as outlined in each trip itinerary and typically consist of either a buffet or a set menu provided by the hotel or restaurant. Beverages are generally not included unless explicitly mentioned. Seitz Travel LLC will attempt to accommodate special dietary needs if requests are made in writing to cynthia@seitztravel.com at least four weeks prior to departure.

Rail Travel: Upon receiving full payment, Seitz Travel LLC will arrange train schedules, and rail tickets will then be issued, becoming non-refundable. Requests for specific train schedules must be submitted in writing before the final payment is made; group travelers may not request individual train times. Once issued, rail tickets are only valid for the specified dates and times; some ticket exchanges may only be processed at the train station and could incur additional fees or fare differences. No changes can be made after the departure of the booked train, nor can amendments be made onboard. Seat assignments are under the purview of the rail companies and cannot be guaranteed by Seitz Travel LLC. Issued rail tickets are non-refundable and non-exchangeable.

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# **RELEASE & AGREEMENT**

I (or parent or guardian if enrollee is under 18) am an enrollee on a Seitz Travel Tour and understand and agree to the following:

- 1. I acknowledge and understand that my tour is operated by Seitz Travel LLC located at 321 Gaidry Drive, Gray, Louisiana 70359.
- 2. Seitz Travel LLC does not own or operate any entity which is to, or does, provide goods or services for my tour, including for example hotels, arrangements for, or ownership or control over, houses, apartments, or other lodging facilities, Tour guide, airline, vessel, bus, or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; food service or entertainment providers. I acknowledge that all

such persons and entities are independent contractors and not employees of or employed by Seitz Travel LLC. As a result, Seitz Travel LLC is not liable for any negligent or willful act, or failure to act, of any such person or entity, or of any other third party.

- 3. Without limitation, Seitz Travel LLC is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by, or resulting from, but not limited to: acts of God; force majeure; acts of government; acts of war or civil unrest, insurrection or revolt; strikes or other labor activities; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments, or other lodgings (or in any heating, plumbing, electrical or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with, or bites from, animals, insects or pests; sanitation problems; food poisoning; epidemics including COVID or any COVID variant, or the threat thereof; disease; lack of access to or quality of medical care; difficulty in evaluation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party, or for any other cause beyond the direct control of Seitz Travel LLC.
- 4. I agree to release Seitz Travel LLC from, and agree not to sue Seitz Travel LLC for, any and all claims, of any nature related in any manner to my participation in a Seitz Travel LLC sponsored tour, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligent or wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any Seitz Travel LLC sponsored tour. I further agree to release and hold harmless Seitz Travel LLC from any and all decisions to cancel, modify or delay the tour as a result of acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of Seitz Travel LLC to conduct the tour.
- 5. I understand that travel in other nations is not similar to travel in the United States. Tours outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a tour and, if available, may not be equal to standards in my home country. I assume all risks of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to Seitz Travel LLC from any and all liabilities to the maximum extent permitted by law. If this form is also signed by a parent or legal guardian for a minor enrollee, that parent or guardian is making a similar release.

- 6. Seitz Travel LLC shall have no responsibility for me whatsoever when I am absent from Seitz Travel LLC supervised activities or for non-supervised activities.
- 7. I understand and agree that Seitz Travel LLC shall have no liability or responsibility for me when I am absent from Seitz Travel LLC supervised activities or for non-Seitz Travel-supervised activities, such as visits to friends or relatives or during pre-/post-stay periods.
- 8. I understand that my tour begins when I am met at the designated hotel by a Seitz Travel LLC representative; and my itinerary ends when a Seitz Travel LLC representative says goodbye at the designated hotel or the airport.
- 9. The airline's liability for loss of, or damage to, baggage or property, or for death or injury to person, is subject to, and limited by, the airline's contract of carriage, its tariff, the Montreal Convention or Warsaw Convention.
- 10. I understand and agree that Seitz Travel LLC reserves the right to refuse or cancel my reservation at their sole discretion. In such an event, standard cancellation guidelines as outlined in the Booking Conditions apply.
- 11. I agree to abide by Seitz Travel LLC's regulations and the directions of my Tour Director and Seitz Travel LLC personnel during my tour. I understand and agree that Seitz Travel LLC may dismiss me from the tour at any time and at my sole expense for the failure to follow such rules or directions or for any other reason that Seitz Travel LLC, in its sole discretion, requires my dismissal from the tour. I understand that in the event I am dismissed from the tour for any reason, I waive the right to a refund of any part of my program price, and that the remainder of my travels will be at my own expense. Seitz Travel LLC is not responsible for arranging my transport home. 12. I agree to abide by all local laws when abroad. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the program price, and that the remainder of my travels will be at my own expense. I also understand that should local
- 13. I understand and agree that if I become ill or incapacitated, Seitz Travel LLC and its employees may take any action they deem necessary for my safety and well-being, including securing medical treatment and transporting me home at my own expense. Seitz Travel LLC retains the right and has my authorization, in its sole discretion, to contact my emergency contact(s) with regard to health issues or any matter whatsoever that relates to my tour. In the event of a medical emergency, Seitz Travel LLC will attempt to cause appropriate treatment to be administered, and I authorize Seitz Travel to do so. Seitz Travel LLC, however, makes no guarantee that it will be able to cause effective (or any) emergency treatment to be administered and Seitz Travel LLC will not be responsible for monitoring any health care that I may necessitate.

authorities be involved, I will be subject to the law enforcement of the country I am visiting.

- 14. I understand and agree that Seitz Travel LLC has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines.
- 15. I understand that prices are subject to unforeseen surcharges or price increases due to currency, fuel, etc., which, if imposed by airlines or other suppliers, will be billed prior to the final payment date.
- 16. I understand that it is my responsibility to secure the necessary travel documents (e.g., passport and visa[s]) for all locations on my tour (including locations visited during transit). Failure to do so does not constitute grounds for a refund except according to the refund and cancellation guidelines as outlined in the Booking Conditions.

- 17. Seitz Travel LLC is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost paper airline ticket or missing a flight booked by Seitz Travel LLC, I acknowledge that I am solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.
- 18. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.
- 19. I understand the pacing, content, accommodations, and other aspects of the tour upon which I have enrolled, and that I have discussed with Seitz Travel LLC any limitations that may make it difficult or impossible for me to participate in this tour as designed.
- 20. I understand and agree that this Release & Agreement and Seitz Travel LLC's Booking Conditions constitute the entire agreement between Seitz Travel LLC and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including, but not limited to, any oral statements made to me by any agents or employees of Seitz Travel LLC. This agreement may be amended or modified only in writing, signed by both parties. The waiver by Seitz Travel LLC of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
- 21. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Louisiana USA. In the event of any claim, dispute or proceeding arising out of my relationship with Seitz Travel LLC, or any claim which in contract, tort, or otherwise at law or in equity arises between me and the Released Parties, whether or not related to this agreement, all parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Louisiana, USA.
- 22. I understand and consent that Seitz Travel LLC may use any photographic, film, digital or video likeness taken of me, any of my comments while on a Seitz Travel LLC Tour, any of my photographic, film, digital or video content shared by me with Seitz Travel LLC through any form for future publicity or marketing without compensation to me and to also use my contact information for future Seitz Travel promotions.
- 23. This is a SMOKE-FREE tour. There will be designated smoking areas in some places.
- 24. I understand that my enrollment on tour with Seitz Travel LLC is not complete until I have signed and agreed to the Terms & Conditions and this Release & Agreement. By agreeing to this Release & Agreement and Booking Conditions on behalf of other travelers for whom I am completing the enrollment process, I warrant that I am authorized to act on behalf of such individual(s) and I acknowledge and affirm that Seitz Travel LLC's reliance on my authority is reasonable. I agree to indemnify and defend Seitz Travel LLC or any claims arising out of any violation of this warranty.
- 25 I discharge Seitz Travel LLC from any liability. Seitz Travel LLC along with its shareholders, executives, employees, and affiliates (hereafter referred to as Seitz Travel LLC does not hold ownership or managerial control over any third-party entities that furnish or offer services for your journey. This includes, but is not limited to, entities in charge of hotels, transportation services such as airlines, vessels, or buses, local ground operations, excursion organizers, or food and entertainment suppliers. These entities operate as independent contractors. Consequently, Seitz

Travel LLC disclaims liability for any acts, omissions, or failures to act by any such entity or any third party. Specifically, Seitz Travel LLC is not accountable for personal injury, property damage, loss, delays, or inconveniences that occur due to, but not limited to, natural disasters, governmental actions, civil disturbances, labor disputes, criminal or terrorist acts, overbookings, structural issues in accommodations, transportation failures, risks related to animals, insects, or natural hazards associated with outdoor activities, health and sanitation concerns, medical care availability, or any other circumstances outside of Seitz Travel LLC's direct control. Furthermore, I absolve Seitz Travel LLC of liability for its own negligence and willingly assume all associated risks.

26 I acknowledge that the type of travel I am embarking upon involves inherent risks, including the potential for illness, injury, or death, which might arise from natural forces, wildlife, the oversight of Seitz Travel LLC, or the acts of third parties, whether known or unknown. I recognize that weather conditions may be harsh and medical facilities may not always be readily accessible. Embracing the adventure and excitement of this journey necessitates accepting these uncertainties and risks as part of the experience. I therefore willingly accept and assume full responsibility for any risks of illness, injury, or death, including those resulting from Seitz Travel LLC's negligence, and release Seitz Travel LLC from liability for the negligence of any third parties.

27. I affirm that I am physically, medically, and mentally prepared for this activity, with no known conditions that would compromise my participation or safety. I consent to allow Seitz Travel LLC, or their designated agents, to secure emergency medical care or hospitalization should it become necessary during my participation, without requiring my further approval.

# TRAVELERS WITH DISABILITIES AGREEMENT

To ensure an optimal experience with Seitz Travel LLC it is crucial that travelers choose tours aligned with their physical fitness levels. Individuals needing assistance, including those with mobility challenges, visual or auditory impairments, must inform Seitz Travel LLC before making a reservation to allow for assessment and approval. It is mandatory for such travelers to be accompanied by someone who will provide the needed assistance, as tour staff, including guides, drivers, or hotel and ship personnel, are not equipped to offer personal aid.

Participants must possess the ability to follow the Tour Director's instructions promptly for both the smooth operation of the tour and personal safety. Seitz Travel LLC reserves the right to deny participation or remove any traveler from a tour if prior notification of special needs was not given or if, in our sole discretion, the individual's continued presence could adversely affect the tour's operation or the enjoyment of other guests. Any costs arising from such a situation, including cancellation charges or expenses for alternative travel arrangements or repatriation, will be borne by the traveler.

Our escorted tours are dynamic and may involve significant walking, sometimes on uneven surfaces. To ensure group cohesion and pace, clients are expected to keep up with the tour group. Those with special requirements might find independent travel more accommodating. Seitz Travel LLC is willing to recommend alternatives based on specific needs.

#### Wheelchairs & Walkers:

- Domestic Tours: In accordance with the Americans with Disabilities Act (ADA) Seitz Travel LLC strives to accommodate travelers with disabilities when feasible, given the tour itinerary. However, travelers should be aware that certain tour elements may not be fully accessible to those requiring the use of wheelchairs, scooters, or other mobility aids. Direct personal assistance for individuals with mobility challenges cannot be provided, and some tours may not be suitable for wheelchairs or motorized scooters. Travelers must notify Seitz Travel LLC of any mobility issues before booking to assess the possibility of accommodation, which cannot be guaranteed in every case.
- International Tours: Facilities outside the United States may not adhere to ADA standards, potentially lacking features such as ramps, wide doorways, or elevators to assist disabled passengers or those requiring mobility aids like wheelchairs and walkers. Constraints of physical infrastructure and space limitations may preclude the use of wheelchairs, walkers, and motorized scooters on motor coaches and river cruises.

## Service Animals:

- International Tours: International escorted tours cannot accommodate service animals.
- Domestic Tours: Travelers requiring a service animal due to a disability should consult with Seitz Travel LLC before booking a tour to ensure accommodations can be made.

Seitz Travel LLC commits to making reasonable efforts to accommodate special access needs within the constraints of the tour itinerary but does not guarantee the ability to fulfill all such requests.

## **COVID-19 RELEASE OF LIABILITY AGREEMENT**

In the spring of 2020, the World Health Organization (WHO) officially recognized the outbreak of the novel coronavirus (COVID-19) as a global pandemic. In response, the Centers for Disease Control and Prevention (CDC) recommended various safety measures to mitigate the spread of

the virus, including regular hand sanitation, the use of masks or facial coverings, and maintaining a minimum distance of six feet from other individuals. Infection with COVID-19 can result in serious and potentially critical health complications. For additional details on COVID-19, please consult the CDC's official website at <a href="https://www.cdc.gov">www.cdc.gov</a>.

By agreeing to this document, I acknowledge and consent to the following terms:

- 1. COVID-19 is an extremely infectious disease that can be transmitted through direct contact with an infected individual;
- 2. Seitz Travel LLC has conducted due diligence to furnish me with the most current information regarding the COVID-19 safety protocols implemented by the travel service providers included in my itinerary;
- The travel service providers of Seitz Travel LLC may enforce measures aimed at curbing the spread of COVID-19. Seitz Travel LLC is not responsible for creating or enforcing these measures and acknowledges that such measures are subject to change without notice;
- I understand that there is a risk that travel service providers may not rigorously enforce their stated COVID-19 safety measures and that, despite their best efforts, not all travelers may comply with these measures;
- 5. I recognize that each state and country has its own COVID-19 safety regulations and protocols. It is my responsibility to familiarize myself with, and adhere to, the COVID-19 safety protocols of all states and countries listed in my travel plan, including any amendments to these protocols. I am aware that non-compliance with these regulations may result in being denied entry;
- 6. I acknowledge the possibility of being subjected to voluntary or mandatory quarantine measures, either in my home country or in the destination(s) I travel to.
- 7. It is my duty to be informed about, and comply with, the COVID-19 safety protocols of all travel service providers listed in my itinerary, including any updates to these protocols;
- 8. Fully understanding the risks involved with travel during the COVID-19 pandemic, I, along with my travel companions (including but not limited to family, spouse, heirs, executors, administrators, assigns, and personal representatives), assume all travel-related risks and hereby release, discharge, and hold harmless Seitz Travel LLC, its officers, agents, contractors, affiliates, employees, successors, and assigns (collectively referred to as the "Released Parties") from all claims, liabilities, demands, actions, and causes of action related to any harm, loss, or injury, including death, that may occur as a result of COVID-19, whether due to the negligence of the Released Parties or otherwise;
- 9. I agree to indemnify, defend, and hold harmless the Released Parties from all liabilities, losses, claims, damages, costs, and expenses (including legal fees) arising from or in connection with any claims made by or against any of the Released Parties related to injuries, losses, or damages (including death, physical harm, and financial loss) that arise from or are connected to the use of Seitz Travel LLC, its services, or those of its travel service providers or vendors, specifically concerning COVID-19.

# **CONSCIOUS AND WILLFUL AGREEMENT**

I have thoroughly reviewed the Terms and Conditions, as well as the reservation details contained within this document, and comprehend their full implications. I recognize that this document serves as both a waiver of legal claims and a binding agreement between myself and Seitz Travel LLC, and I consent to its terms voluntarily. By booking this tour with Seitz Travel LLC doing business as Heritage Tours by Seitz Travel, I accept the Travel Terms & Conditions and the Release from Liability, Assumption of Risk, and Binding Arbitration Clause set forth by Seitz Travel LLC, on behalf of myself, all individuals in my travel group, and any minors in my care.