

THE RELAXED EXPLORER'S
TERMS AND CONDITIONS OF SALE

The following Terms and Conditions (referred to herein as these “Terms and Conditions” or “Agreement”) apply to all travel and travel related Services offered for sale by The Relaxed Explorer, LLC (“The Relaxed Explorer”) and/or its officers, directors, employees, representatives, affiliates, agents, or subcontractors (hereinafter referred to as “The Relaxed Explorer, “we,” or “us”). The Relaxed Explorer is located at 672 Scenic Ridge Drive, Venetia, PA 15367. Our telephone number is 412-386-8730.

The terms “Service” or “Services” as used in these Terms and Conditions encompass: travel planning and consultation, airfare, passage on cruises, charters, river boats and other water vessels, ground transportation, hotel rooms, resorts, or other lodgings, guided and customized tours, leisure or adventure activities, equipment rentals, expeditions, trip insurance and any other travel or travel related products offered or sold by The Relaxed Explorer. The term “Tour” is defined as any Service, or package of Services, offered or sold by us. “Supplier” or “Vendor” refers to any provider of the Services we offer. “Itinerary” refers to the particularized schedule for a Tour.

References herein to “Traveler,” “you,” or “client” shall apply to each and any of the following: a party and/or parties participating in an offered Tour, and/or the party who purchases (or attempts to purchase) a Tour for themselves and/or others, including their Parent or Legal Guardian who accepts these Terms and Conditions on their behalf. The term “Guided Tour” is any Tour composed of predetermined Services. “Customized Tours” are Tours consisting of packaged services made custom for a Traveler or group of Travelers. “Independent Travel” is any Service sold individually and not as part of a Tour package.

All bookings of Tours are also subject to the Terms and Conditions of the Supplier of the Service(s) incorporated in a Tour. By placing an order with The Relaxed Explorer, you agree to abide by all the Terms and Conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein. If the Supplier’s Terms and Conditions are ever in conflict with the Terms and Conditions of The Relaxed Explorer, The Relaxed Explorer’s will control all issues relating to the liabilities and responsibilities of The Relaxed Explorer.

Please read these Terms and Conditions carefully, ask us any questions you have about them, and consult your attorney before you agree to be bound by them. Traveler acknowledges that they have taken note of these Terms and Conditions before making a booking and have accepted the same by signing it and sending the signature page back to us. Without this acceptance, the processing of a booking is not possible. Therefore, by placing an order with The Relaxed Explorer, you agree to abide by these Terms and Conditions without reservation and to be bound by the limitations herein.

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1. Eligibility. The Services offered by The Relaxed Explorer are available for purchase by residents of the United States, excluding California, Hawaii, Iowa, and Washington, while in the United States, its territories, possessions, and protectorates, who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions. No unaccompanied minors (those under 18 years of age) will be accepted. The Lead Passenger (the Traveler who submits a Tour reservation for others) must be over the age of 18 to purchase a The Relaxed Explorer Tour and agree to these Terms and Conditions. If a Lead Passenger is travelling with a minor, we need to approve the reservation on a case-by-case basis, and the minor’s parent or guardian accompanying them must accept full responsibility for the minor.

2. Modification of Our Terms and Conditions. Our Terms and Conditions may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Tours booked prior to the amendment or

modification. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with The Relaxed Explorer or reviewed our Terms and Conditions.

3. Prices and Surcharges. Our prices are contractual tariffs. No claim relating to the price of a Tour will be considered once the reservation is effective. All prices are quoted in US dollars (US\$). Rates for Services are based on tariffs and exchange rates in effect at the time of posting and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, the price of fuel, Services and labor sometimes increase the cost of Travel arrangements significantly.

Unless otherwise stated in the description of a Tour, the following amounts will **NOT** be included as part of one of our Tour's advertised price:

- Items of a personal nature such as incidentals, toiletries, etc.
- costs associated with Passports or Visas
- airfare, airport taxes, excess baggage charges
- airport transfers that are not advertised as included in your Tour price
- single room supplement
- travel insurance including medical, accidents, lost baggage and/or trip cancellation
- tips and gratuities that are not advertised as included in your Tour price
- costs of certain food, drinks, or alcohol not advertised as included in your Tour price
- any other activities or items not explicitly advertised as included in our Tour description.

4. Reservations/Bookings. To make a reservation with The Relaxed Explorer, please contact us at 412-386-8730.or email us at hello@therelaxedexplorer.com.

5. Initial Deposit and Final Payment for Tours.

- a. Deposits: To secure a booking, Client must provide a deposit of \$300. **This deposit is non-refundable once Tour is booked.** Remainder of deposit is refundable if requested no later than 60 days before the Tour departure from the US. Where applicable, all flights (domestic and international) must be paid 100% in advance to secure spaces.
- b. Final payment is due no later than 60 days before departure. In case of non-payment of the balance by the due date, The Relaxed Explorer reserves the right to treat the booking as cancelled by Client.
- c. Late Booking Fees: In case of booking made within 10 business days of travel date, a late booking fee of US \$50.00 (per booking, not per person) will be charged. For bookings made within 5 business days of travel date, passenger must pay an additional \$100.00 late booking fee.
- d. Some Suppliers have their own policies in regards to deposits and final payments. All Travelers should review those policies prior to purchase. By placing an order with The Relaxed Explorer, you agree to abide by all the Terms and Conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein.

6. Payment Methods.

For Tours, we accept payment by:

- a. Paypal, which accepts all Major Credit Cards. Our PayPal ID is: hello@therelaxedexplorer.com
- b. *Wire transfer payments (all wiring and transfer fees and cost are to be paid by the sender).
- c. Personal check, drawn on a US bank. Check must clear before any rates are locked or bookings are made

* Contact us for wiring instructions.

For Independent Travel, we accept payment by all Major Credit Cards

7. Cancellation, Substitution, and Alteration Policies.

- a. Cancellations and Alterations attributable to Traveler

- 1) Traveler may cancel their booking at any time provided that the cancellation is communicated to The Relaxed Explorer in writing. Cancellation will be applied based on the date on which we receive written notification. Any refund owed to Traveler will be distributed after bank and/or transaction fees are subtracted.
- 2) The deposit paid to reserve a Tour is 100% non-refundable.
- 3) Payments for flights, cruises and certain Supplier bookings are all non-refundable due to airlines and operators' policies.
- 4) All other reservations cancelled less than 60 days prior to the departure date of the tour are subject to full loss of their deposit and final payment. Please note that a no show passenger is treated as a cancellation less than 60 days prior to departure and forfeits all deposits and payments made as well.
- 5) Many Suppliers have their own policies in regards to cancellation or alterations. All Travelers should review those policies prior to purchase. The Supplier cancellation penalties on payments will be determined by the individual Suppliers and Vendors, not The Relaxed Explorer. Changes, cancellations, and refunds may not always be possible.
- 6) In case part of a booking is cancelled, the remaining Travelers may have to pay additional charges (e.g. under-occupancy, or single room supplements).
- 7) Alterations of Guided Tour components is not generally possible.
- 8) For Customized Tours, after Tour is booked an administrative fee of 15% of your Tour price will be assessed if Traveler cancels or alters Tour components. This is in addition to any additional costs associated with substituted Services.

b. *California and Illinois Residents only:*

Upon cancellation of the transportation or travel services, where the Traveler is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to the seller of travel for services not provided will be promptly paid to the Traveler, unless the Traveler advises the seller of travel in writing, after cancellation. In California, this provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

c. Substitution of Travelers

If any member of your party is unable to travel, it may be possible to transfer the booking to another suitable person, provided that written notice is given at least 30 days prior to departure. An administrative fee of \$50.00 will be levied in addition to any costs or fees imposed by our Suppliers. For Air travel and certain specialized Services, Traveler may or cannot be substituted, contact us for more info.

d. Cancellations and/or Alterations attributable to The Relaxed Explorer or Force Majeure

Particularly as a result of causes beyond our control (ie. weather and travel conditions, river water levels, political or environmental changes, equipment failure, flight schedule changes or rescheduling of air routes and times, referred to herein jointly as "Force Majeure"), we have on occasions had to make changes to and/or cancel confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value without compensation. The Relaxed Explorer reserves the right to adjust the Itinerary or change the modes of ground and air travel, change the quality of accommodations or otherwise change the Tour without prior notice. We accept no liability for loss of enjoyment as a result of these changes. The Relaxed Explorer will attempt to provide advanced notice of any changes to Itinerary or Services to the extent possible.

Any additional charges incurred arising from the postponement, delay or extension of a Tour or adjustment to the itinerary due to Force Majeure will be the Traveler's responsibility. Traveler accepts that cruise captains have full authorization to modify itineraries in the interest, enjoyment and safety of the passengers and vessel.

If a major change is known to us at the time of the booking, the Traveler will be informed immediately. If a major change becomes necessary after booking, The Relaxed Explorer will inform the Traveler as soon as reasonably possible. When a major change is made, as long as that the major change is not made because of force majeure, the Traveler will have the choice of accepting the change of arrangements, purchasing any other available Tour or canceling the Tour and obtaining a full refund.

8. Issuing Travel Documents. Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions. Should you change your email address, phone number, or address before your departure date, you are required to advise us of the change. If a Traveler provides incorrect information to The

Relaxed Explorer, we do not assume any liability if the Tour is adversely affected or made impossible by the non-receipt of travel documents.

9. Travelers with Special Needs or Disabilities. We specialize in assisting travelers with disabilities. Please let us know if you have special needs (e.g., wheelchair, seeing eye dog, walker, etc.) so that we can contact the relevant Service providers for your Tour ahead of time and verify that your special needs can be accommodated. While we will do everything in our power to make sure that they do, The Relaxed Explorer can make no guarantee as to the ability of any Accommodations, Services, activity provider, or facilities sold or advertised to meet the special needs of disabled clients.

Traveler should be aware that each country has its own standards of accessibility for persons with disabilities. Before you travel, visit travel.state.gov/destination and enter a country or area to find information for mobility-impaired travelers in the Special Laws & Circumstances Section. For flying with disabilities, we recommend calling the Transportation Security Administration's (TSA) toll free helpline for travelers with disabilities and medical conditions: 855-787-2227, or check TSA's website, [TSA Cares](http://TSA.Cares). They can answer questions about screening policies, procedures, and the security checkpoints.

a. Traveling with Medical Conditions

- Consult with your physician before traveling to identify health care needs during your Tour.
- If your health insurance plan does not provide coverage where you are travelling, we strongly recommend supplemental medical insurance and medical evacuation plans.
- Carry sufficient prescription medication to last your entire Tour, including extra medicine in case of delay. Some prescription medications that are legal in the United States are illegal in other countries. See travel.state.gov/destination for the specific area where you will be traveling, and contact the [foreign embassy or consulate](#) for more information if necessary.
- Always carry your prescriptions in their labeled containers, not in a pill pack.
- Carry medical alert information and a letter from your health care provider describing your medical condition, medications, potential complications, and other pertinent medical information.
- Get official documentation of your "special needs". Your physician should give you a letter stating you are disabled and in what way you are disabled. If you need special equipment of any kind, oxygen, a walker, paper disposables such as underpants, have this included. If possible, have them add the statement that you have been checked and found free of any communicable disease, particularly HIV Aids. Also have your doctor include the medications prescribed for you. Be sure the medication or drugs you carry on your person or in your luggage match what is on the list.
- Many doctors are now using a rubber stamp to prevent forgery of their signatures. Be sure the document you get from your doctor receives this stamp to assure everyone your letter is authentic. Make several copies of the letter and carry the original with you at all times. If your doctor does not have the anti-forgery stamp, go to a notary or similar official.
- Traveler certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Tour. Travelers who have physical conditions wherein they must take medication daily should have back up medication in case the medication gets lost, or is rendered unusable.
- If Traveler's condition potentially requires EpiPens or other emergency tools, it is Traveler's responsibility to bring their own and a back up supply. Traveler understands that in the event of injury to Traveler, or exacerbation of Traveler's medical condition, The Relaxed Explorer may not be held responsible.

b. Considerations Regarding Assistive Equipment

- Find out if there are specific policies for devices such as wheelchairs, portable machines, batteries, respirators, and oxygen where you are travelling.
- Research the availability of wheelchair and medical equipment providers.
- Consider manual vs. power wheel chairs, including:
 - Voltage of electricity
 - Type of electrical plug
 - Reliability of electrical system

The Relaxed Explorer reserves the absolute right to decline a booking at their discretion. Travelers agree to accept the authority and decisions of the employees of The Relaxed Explorer, Tour leaders and agents, while on the tour with The Relaxed Explorer. If in the opinion of such person the health or conduct of a Traveler before or after departure appears likely to endanger the safe, comfortable and efficient progress of a Tour, the Traveler may be excluded from all or part of the Tour.

10. Insurance. Should you have to cancel your Tour because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, trip cancellation insurance may protect some or all deposits and

payments for both air and Tour costs. Tour cancellation and interruption penalties are significant. Purchasing trip cancellation insurance at a much later date may limit some of the coverage as to pre-existing or other conditions. The Relaxed Explorer strongly recommends the immediate purchase of trip cancellation insurance including emergency medical evacuation, Tour delay (interruption or after departure coverage), baggage and repatriation.

Optional Travel Insurance is available for purchase. Please contact us by telephone or email for options. It is Traveler's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and purchase appropriate coverage. Traveler agrees that The Relaxed Explorer is not responsible for any uninsured losses.

11. Passports, Visas, Reciprocity Fees, and Travel Health Requirements. It is Traveler's sole responsibility to verify they have all the necessary visas, transit visas, passport, and vaccinations prior to travel and paid any required reciprocity fees for their destination. A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Tour.

Most international Tours require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Tour. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/content/passports/en/passports.html> or directly from the destination country's website.

Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release The Relaxed Explorer from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>.

It is your responsibility to ensure that you hold the correct, valid documents for the countries you are visiting and have obtained the necessary vaccinations, clearance to travel, and hold the necessary confirmations for medications required as we cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements.

WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, CRUISE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

12. Accommodations. "Accommodations" are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, quarters in ships and charters, motels, and resorts. The Relaxed Explorer provides the Accommodations for its Tours through third-party Suppliers and retains no ownership or management interest in those Accommodations. The Relaxed Explorer does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Vendors. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

Accommodations and living standards may vary from country to country, especially in some of the remote locations we visit. The Relaxed Explorer makes no guarantees about the living standards in remote locations, but we will try to work with an Accommodation provider within the same category you purchased, if available, should serious problems as to habitability arise. Any additional costs, i.e. upgrades etc., will be borne by the Traveler.

Prices of Accommodations are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation. Please contact us for specifics on the single supplement fees as well as pricing for children, if applicable.

13. Activities Offered During Tours. Most of the activities we offer are designed with physical disabled Travelers in mind, and to the extent possible are accessible and enjoyable for all Travelers. Some of the activities available on our Tours may be physically active and interactive though, and require good physical condition and health to participate in. An offered activity may not be appropriate for all ages or for individuals with certain medical conditions or disabilities. The Relaxed Explorer shall not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

Our Tours often involve walking and standing (either of which might be strenuous to certain Travelers), being in crowds, and may include various modes of transportation. All of these activities involve certain inherent risks and dangers which no amount of preplanning may eliminate. During the Tour, I may encounter the following risks, as well as other not specified here: trip or fall; collisions or encounters with other persons or vehicles; being jostled; bounced or otherwise shaken; subject to very close contact with others; and being identified as a tourist. The land over which I will travel may be rough, narrow, uneven and unpredictable and, in some instances, I may be required to walk for a considerable distance or stand for a period of time. If this will be an issue for you or anyone in your party, enquire regarding less strenuous Tours.

It may happen that certain activities referred to in the Tour description or other promotional materials are no longer provided by the local Supplier for climatic reasons, in the event of Force Majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, children's clubs, specialized group activities). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and discos, etc., may be irregular and dependent on the management of the establishment in question. The Relaxed Explorer cannot be liable for activities unavailable due to any of the reasons listed above or for any other reason outside of our control.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELAXED EXPLORER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY.

14. Marketing Materials and Illustrative Photos. The Relaxed Explorer endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Services pictured at the time of your Tour.

15. Legal Compliance and Proper Conduct. Traveler understands that their participation in a Tour may be terminated during the Tour if Traveler is disciplined by any civil or criminal authorities, Accommodation or conveyance Suppliers, or if The Relaxed Explorer, in its sole discretion, determines that Traveler's conduct is incompatible with the interests, safety or welfare of other Travelers, Service providers/Vendors, guides, their employees, or independent contractors. In this event, Traveler is responsible for arranging and paying for their own substitute travel and Accommodations.

16. Local Customs, Laws, and Travel Risks. Travelers will be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that they must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold The Relaxed Explorer harmless for any such problems experienced while participating in their Tour.

All Travelers must obey the local laws and regulations of the places they visit on their Tour, including their medicinal and/or recreational drug laws and restrictions regarding alcohol consumption. The Relaxed Explorer is not liable or responsible for any damages, costs and/or added expenses incurred as a result of Traveler's failure to obey any local, provincial or federal laws.

Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety at any destination traveled to. The Relaxed Explorer cannot guarantee your safety at any time, and assumes no responsibility for disseminating information to you relating to risks associated with your destination(s). BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

17. Assignment. Traveler may not assign his rights or obligations hereunder without the prior written consent of The Relaxed Explorer.

18. Medical Emergencies. The quality of medical personnel and facilities vary from region to region and cannot be controlled by The Relaxed Explorer. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable and evacuation can be prolonged, difficult and expensive. The Relaxed Explorer is not responsible for the costs of any medical treatment you may require during a Tour and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Tour. **YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS AND EVACUATIONS YOU MAY REQUIRE OR RECEIVE DURING YOUR TOUR.** Traveler releases The Relaxed Explorer from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

For any emergency that may occur during a Tour, I hereby authorize The Relaxed Explorer to arrange medical treatment or hospitalization for me at my own expense and without my further consent. I authorize The Relaxed Explorer to disclose my health or medical information in furtherance of any such medical treatment or hospitalization, and to receive updates on my condition and progress. I acknowledge that I may not receive the same standard of medical care as I would receive in the United States, and that The Relaxed Explorer can and will not be held responsible for the actions or inactions of any provider of medical care.

19. Use of Information. The Relaxed Explorer may occasionally use statements and testimonials provided by Travelers, and/or Travelers' photographs, in marketing materials, on the internet (including social media), and in print publications and advertisements to promote The Relaxed Explorer. You fully consent to such use of your statements and/or photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to you, and grant The Relaxed Explorer a non-revocable license for said use.

20. Traveler Complaints. If Traveler has a complaint about any of their Tour, he/she must bring it to the attention of the Tour leader or other representative of The Relaxed Explorer at the appropriate time so that they may use their best endeavors to rectify the situation. It is only if The Relaxed Explorer is made aware of any problems that there will be the opportunity to put things right. Making your complaint known to The Relaxed Explorer as a problem arises during your Tour will allow us the opportunity to remedy the situation or facilitate compensation. Should the problem remain unsolved, a complaint must be made in writing to The Relaxed Explorer within 30 days of the completion of the Tour.

21. Notices. Any notices required or permitted hereunder shall be given:

a. If to The Relaxed Explorer, via certified mail, return receipt requested, addressed to: 672 Scenic Ridge Drive Venetia PA 15367

Or via email to: hello@therelaxedexplorer.com

b. If to Traveler, at the email or physical address provided by Traveler during the registration process.

c. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

22. Seller of Travel Registration Information.

The Relaxed Explorer, LLC is registered with the State of Florida as a Seller of Travel. Registration No. ST40803

23. Limitation of Liability. IN NO EVENT SHALL THE RELAXED EXPLORER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF THE RELAXED EXPLORER HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL THE RELAXED EXPLORER'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO THE RELAXED EXPLORER UNDER THIS AGREEMENT.

THE RELAXED EXPLORER OFFERS VARIOUS SERVICES PROVIDED BY THIRD PARTY VENDORS. THE RELAXED EXPLORER RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELAXED EXPLORER

DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY VENDORS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

24. Disclaimer of Warranties. UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY THE RELAXED EXPLORER ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE RELAXED EXPLORER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH THE RELAXED EXPLORER. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

25. Indemnification and Release. Except as otherwise set forth herein, any and all Travelers hereby release, hold harmless and forever discharge The Relaxed Explorer from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's participation in a Tour, whether caused by the negligent or reckless conduct of Traveler, a Supplier, a provider of Accommodations, another third party, or otherwise.

Traveler hereby also agrees to indemnify, defend and hold harmless The Relaxed Explorer from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses arising out of any claim brought against The Relaxed Explorer regarding, resulting, or arising from Traveler's participation in a Tour or Traveler's performance of this Agreement.

26. Force Majeure. The Relaxed Explorer shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond The Relaxed Explorer's reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, political unrest, natural or nuclear disaster, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of The Relaxed Explorer or deemed by The Relaxed Explorer to constitute a danger to the safety and well-being of Travelers. The Relaxed Explorer reserves the right to cancel any Services described in a Tour Itinerary due to Force Majeure.

27. Disputes: Binding Arbitration, Governing Law, Jurisdiction, Venue, etc. These Terms and Conditions and the relationship between you and The Relaxed Explorer will be governed by the laws of the State of Pennsylvania without regard to its conflict of law provisions.

You and The Relaxed Explorer shall attempt in good faith to resolve any dispute concerning, relating, or referring to a Tour, Services sold by us, The Relaxed Explorer's website, any literature or materials concerning The Relaxed Explorer, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in Venetia, Pennsylvania and presided over by one (1) arbitrator. The arbitration shall be administered by JAMS or a similar ADR organization pursuant to JAMS [Comprehensive Arbitration Rules and Procedures](#) and in accordance with the [Expedited Procedures](#) in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

You and The Relaxed Explorer agree to submit to the personal jurisdiction of the federal and state courts located in Pittsburgh, Pennsylvania with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. The Client and The Relaxed Explorer agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in Pittsburgh Pennsylvania, and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court. YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND THE RELAXED EXPLORER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION.

28. Attorney's Fees, Costs, and Expenses of Suit. If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, a Tour, The Relaxed Explorer's website or any literature or materials concerning The Relaxed Explorer or your Tour, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

29. Severability and Survivability. If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Traveler and The Relaxed Explorer agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of this these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

30. Waiver, Etc. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. The Relaxed Explorer does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

TRAVELER warrants they have read the terms and conditions stated above. By signing, Traveler agrees to be responsible for any error in the accuracy of information they provide us, and warrants that the Traveler, after consideration and with an opportunity to consult legal counsel, shall be bound by these Terms and Conditions, including the limitations of liabilities and cancellation policies herein. This is a fully enforceable and legally binding agreement. Each Traveler in your group must sign below.

Traveler Name

Signature

Date

Traveler Name

Signature

Date

Traveler Name

Signature

Date