



RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

PLEASE READ CAREFULLY. THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

Assumption of Risks: I voluntarily apply to participate on the above named trip under the arrangements of A & S Travels Inc., (DBA A & S Signature Journeys) with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: accommodations, roads, trails, vehicles, boats, aircraft, or other means of conveyance which are not maintained or operated to standards common in the United States; high altitude; forces of nature; civil unrest; terrorism; accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages. I understand that A & S Travels Inc., (DBA A & S Signature Journeys) will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I agree to be responsible for my own welfare, and the welfare of my minor dependents traveling with me, and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma and death.

Responsibility: I understand the responsibility of A & S Travels Inc., (DBA A & S Signature Journeys) is strictly limited. As a U.S.-based tour & travel company, A & S Travels Inc., (DBA A & S Signature Journeys) organizes, promotes, and sells tour programs consisting of certain travel services, including but not limited to surface transportation, excursions, and accommodations which A & S Travels Inc., (DBA A & S Signature Journeys), purchases or reserves from various suppliers in my behalf. I am aware, and I clearly understand, that the suppliers providing travel services for tour programs sold by A & S Travels Inc., (DBA A & S Signature Journeys) are independent contractors and are not agents or employees of A & S Travels Inc., (DBA A & S Signature Journeys) nor does Journeys act as an agent for any supplier of travel services. Therefore, I understand that A & S Travels Inc., (DBA A & S Signature Journeys) is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers, and/or air carriers. Some suppliers may require additional signatures on their own release.

Release of Liability: By utilizing the travel services of these independent suppliers, I hereby release and discharge A & S Travels Inc., (DBA A & S Signature Journeys) its owners, employees, agents and representatives from and against any and all liability, actions, causes of actions, suits, debts, demands that I may have for any injury, costs, property damage, personal loss, or death to me, or those traveling with me, in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond the control of A & S Travels Inc., (DBA A & S Signature Journeys) including but not limited to, acts of terrorism, war, human error, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of (or changes in) itinerary or schedules. I understand that any legal claims which have, or may arise out of, or in connection with, travel services arranged through A & S Travels Inc., (DBA A & S Signature Journeys) must be taken up directly with the actual provider of services whose names and addresses will be provided to me. This waiver specifically includes giving up any right I may have to sue A & S Travels Inc., (DBA A & S Signature Journeys) for negligence for services rendered by the actual providers of services.

This release of liability and assumption of all risk shall be legally binding upon myself, all minors under the age of 18 traveling with me, my family, heirs, administrators, executors, legal representatives and assigns. I understand that all applications are subject to acceptance by A & S Travels Inc., (DBA A & S Signature Journeys) and accept that this contract was entered into and performed at the city of Grand Rapids in the State of Michigan. In the unlikely event of any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation thereof, I agree the following conditions will apply: 1) the dispute shall be settled by binding arbitration in Grand Rapids, with A & S Travels Inc., (DBA A & S Signature Journeys) in accordance with the rules of the American Arbitration Association then existing, 2) that any legal action shall be brought before the appropriate court in Grand Rapids in the State of Michigan and 3) that the maximum amount of recovery to which I will be entitled from A & S Travels Inc., (DBA A & S Signature Journeys) under any and all circumstances shall not exceed the amount of its fee for professional services, less actual expenses incurred in arranging my travel. If I, or any of my heirs, or anyone acting on their own in my behalf, should bring such suit, I/they shall pay all attorney fees, related court fees and defense costs should I/they not prevail. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

Knowing and Voluntary Execution: My signature below certifies that I have carefully read and fully understand the contents of this agreement including the *Terms and Conditions*, especially those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to A & S Travels Inc who are doing business under the name of A & S Travels Inc., (DBA A & S Signature Journeys), the depositor, his or her family and heirs agree to be bound by the above *Terms and Conditions*.

I understand this is a legally binding and enforceable contract and sign it of my own free will.

Signature: _____

Date: _____

Important Information:

We have every intention to provide you the services you have selected on your vacation at the price effective at the time of booking. However, due to circumstances beyond our control, prices may be subject to change. Reservations are accepted with your clear understanding of our responsibilities & conditions as provided on our website <http://www.ansjourneys.com> by signing this form you agree to our terms and conditions.

Please mail or fax this form to:

A&S Signature Journeys

7750 Ashwood Dr SE Ada, MI 49301 USA

Tel: 1-630-889-8275/Fax: 1-630-889-8278

A & S TRAVELS INC IS DOING BUSINESS UNDER THE NAME OF A & S Signature Journeys



TERMS & CONDITIONS

PLEASE READ CAREFULLY. THIS IS A LEGALLY ENFORCEABLE DOCUMENT

Please read the Terms and Conditions contained herein very carefully. They outline the terms under which A & S Travels Inc., (DBA A & S Signature Journeys), tours will operate and they limit our liabilities. These booking conditions will form part of your contract with A & S Travels Inc., (DBA A & S Signature Journeys), located at 7750 Ashwood Drive SE, Ada MI USA. Different terms and conditions may apply as between you and any one of the hotels, car rental companies, cruise companies, trains, and airlines etc., associated with your itinerary.

RESERVATIONS, DEPOSITS & FINAL PAYMENTS: A non-refundable deposit of US\$ 500 per person is required together with A & S Travels Inc., (DBA A & S Signature Journeys)' booking form to proceed with your reservation. The balance payment must be received no later than 60 days before you commence your tour. You may be required to pay a higher deposit towards the booking of these services and if applicable we will advise you of same. If a reservation is made within 60 days of departure, full payment is due at the time of confirmation of services. A & S Travels Inc., (DBA A & S Signature Journeys) reserves the right to cancel your bookings if full payment has not been received by the due date and apply cancellation charges as specified in our cancellation policy.

Any changes to the tour itinerary once finalized will result in a minimum charge of US\$ 100 per person per change.

CANCELLATION: All cancellations and refund requests must be made in writing. All confirmed bookings are subject to an administrative fee in addition to a cancellation fee.

A refund less US\$ 500 per person handling charges plus any cancellations which may be levied by service providers such as cruise ships, luxury trains, hotels etc., will be made, provided that the cancellation has been received by us in writing no less than 60 days prior to departure. Thereafter the following fees will be imposed based on the number of days prior to departure plus any cancellation charges levied by service providers.

59 - 35 days 25% of the tour price

34 - 14 days 50% of the tour price

Cancellation less than 14 days will have no refunds.

If written notice of cancellation is received less than 14 days prior to commencement no refund will be made. No refund can be made for any tour accommodations, tour services or tour feature that you do not utilize. If you should cancel whilst the tour is in progress no refund will be made for unused portions. A & S Travels Inc., (DBA A & S Signature Journeys) must receive all claims for refunds in writing, within 30 days from the date of the termination of the tour. A & S Travels Inc., (DBA A & S Signature Journeys) will not accept any liability for any claims received after 30 days of the termination of the tour. A & S Travels Inc., (DBA A & S Signature Journeys) subcontractors' or service providers must endorse all complaints and claims in writing.

Airfares are subject to different regulations, which are subject to cancellation fees and may be non-refundable.

A & S Travels Inc., (DBA A & S Signature Journeys) may be forced to curtail the holiday after departure where circumstances amounting to 'force majeure: rise'. In this situation A & S Travels Inc., (DBA A & S Signature Journeys) will not make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result.

TRAVEL PROTECTION PLAN: We strongly recommend that you take a travel protection policy should there be any unforeseen circumstances, which may lead to the cancellation of your tour. A & S Travels Inc., (DBA A & S Signature Journeys) offers travel protection plans on our packages for an additional payment, as such check with us at the time of booking, and before making your initial deposit to qualify for waivers.

PRICES, RATES & FARES: Unless otherwise indicated all price rates shown are in United States Dollars and are per person sharing a double-bedded room. These prices are in effect and the time of providing you our proposal and are subject to change at any time prior to departure. Quoted tour prices are based on current rates of exchange, tariffs and taxes as at the time of preparing your proposal. A & S Travels Inc., (DBA A & S Signature Journeys) reserves the right to increase tour prices to cover increased costs of tariffs, entrance fees, air fares, taxes and fluctuations in foreign exchange markets. International Air fares (if shown) are from major gate ways in U.S.A and act only as a guideline. Best available air fares will be quoted, applicable at the time of departure, based on individual gateways for the complete air itinerary.

TOUR PRICE EXCLUSIONS: Your tour price does not include: Air transportation (unless specifically stated as included): Cost and fees to obtain or extend your passport/s: visa fees and processing fees: any inoculations /vaccinations (If required): health certificate: airport taxes and country departure taxes (if applicable): all terms of a personal nature including alcoholic beverages: meals not specified, gratuity to escorts, drivers and guides: excess baggage charges: insurance, airport facility charges: sightseeing tours not included in the itinerary: private non group transfers: laundry: room service and any items not specifically listed as included.

VARIATION IN RATES: A & S Travels Inc., (DBA A & S Signature Journeys) may alter the rates in writing in case of arbitrary changes in rates related to park entry fees, fuel increases, flight rates or accommodation suppliers. Once you have booked the tour and made full payments a full 60 working days prior to tour departure, the contract rates are fully guaranteed and will not be subject to any surcharges.

TAXES, TIPS AND GRATUITIES: All normal room taxes and service charges as levied by hotels are included. Gratuity to waiters, bellboys, drivers, guides are not included and left to individual discretion.

ACCOMMODATION: Room accommodation is provided at the hotels/lodges/tented camps as indicated in your itinerary or of comparable categories. Rooms will be assigned by the respective supplier/s in run-of-house category, unless otherwise indicated. Accommodation is based on two persons sharing a room. Single rooms are available upon payment of a single room supplement. Quoted single room rate does not necessarily mean single occupancy of a double room, as some of the properties have specially designed single occupancy units.

SPECIAL REQUESTS: Any special requests (e.g. for a single room or a special diet) must be notified in writing when the booking is made. While A & S Travels Inc., (DBA A & S Signature Journeys) will endeavor to meet such requests, they cannot be guaranteed and any failure to comply will not be a breach of contract.

TRAVEL DOCUMENTS: It is the passenger's responsibility to ensure that all of his or her visa and passport requirements are met. All participants must be in a position of a passport valid for at least six months beyond the re-entry date in to the United States.

Visas and necessary vaccinations may be required for some or all of the countries visited on your tour. Please check the visa requirement/s at the time of booking. A & S Travels Inc., (DBA A & S Signature Journeys) will assist you with visa formalities and we do recommend that you use the services of a reliable visa service to obtain your visas. Additional fees will be applicable. Non U.S citizen/s may have different requirements and it is recommended that you consult your local consulate/embassy on visa requirements.

HEALTH REQUIREMENTS: Health regulations for some countries visited on your tour may require proof of inoculations and/or vaccination certificate; such certificates should be in your possession throughout the entire tour. It is our recommendation that you consult your personal physician or Passport Health via the web at www.passporthealthusa.com in regards to your itinerary and required inoculations. A & S Travels Inc., (DBA A & S Signature Journeys) will not be held liable if you do not have proper vaccinations / inoculations.

AIRLINE BAGGAGE REGULATIONS: Flights originating from the U.S permit 1 to 2 checked bags and a carry on bag with weight and size restrictions per person, which can vary with each airline. First and Business class travelers are provided additional weight allowance. It is important to check your baggage allowance with your confirmed itinerary or with the respective airlines prior to your departure. A & S Travels Inc., (DBA A & S Signature Journeys) will be able to provide this information to you upon request.

Domestic or Internal flights within certain countries have limited check in baggage allowance. Allowance may vary from 15 to 44 pounds per person. Charter flights, if and when used, will also have limited weight allowance and may require soft-sided luggage. These limitations are strictly enforced.

Baggage and personal effects are at owner's risk throughout the tour and baggage insurance is strongly recommended (See travel protection clause).Carrier liability for travelers' baggage can be obtained from the respective airline. A & S Travels, Inc. will not be liable for damaged, lost, stolen, checked and unchecked baggage. Please read all the conditions of your ticket. Federal Law and treaties limits the amount of recovery for loss of or damage to your luggage or its contents. To protect against such limitations we strongly recommend that you purchase insurance (See insurance clause).

RESERVATION OF RIGHTS: A & S Travels Inc doing business under the name of A & S Signature Journeys (when deemed necessary) reserve the right to: (1) cancel any itinerary any part of it (2) make any alteration to the itinerary (including but not limited to, alteration to substitution of hotels); and (3) decline to accept to retain any person as a tour passenger should such person's health, mental or physical condition, in the sole opinion of A & S Travels Inc., (DBA A & S Signature Journeys) impede the operation of the tour of the other passengers. Tour members are held responsible for being insufficient good health to undertake the tour. If a passenger is asked to leave while the tour is in progress, that person will be responsible for charges incurred on account of such departure from the tour and/or their return to the U.S.A. In such a case A & S Travels Inc., (DBA A & S Signature Journeys), will refund any monies that can be recovered from the unused portion of the tour, taking into account additional charges incurred by A & S Travels Inc., (DBA A & S Signature Journeys) other than to refund such sum, A & S Travels Inc., (DBA A & S Signature Journeys) will accept no further liability or obligation toward that person or third party. Every effort will be made to ensure that each package follows the contents of the itinerary. However on occasion, conditions or situations beyond our control may require a revision, offer substitutes or cancel the whole or any portion of a tour, should conditions necessitate. The right is also reserved to decline the acceptance of any person as a member of a tour should the presence



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of that person be prejudicial to the good conduct of the tour or be contrary to the laws of the country visited.

RESPONSIBILITY – LIMITATIONS OF LIABILITY: A & S Travels Inc., (DBA A & S Signature Journeys) located at 7750 Ashwood Dr, Ada, MI, 49301 and its associates act only as agents for the owners and contractors providing means of transportation and other related services and shall not be or become liable or responsible in any way in connection with such means of transportation or other services, or for any loss, injury or damage to or in respect of any person or property howsoever caused or arising. A & S Travels Inc., (DBA A & S Signature Journeys) does not control the operations of these agents and as a result CANNOT BE HELD LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER CLAIM which may occur as the result of any and/or all of the following (1) the wrongful, the negligent or arbitrary acts or omissions on the part of the independent supplier, agent, its employees or others who are not under the direct control or supervision of A & S Travels Inc., (DBA A & S Signature Journeys) (2) defects or failures of any vessel, air craft, vehicle or other instrumentality which is under the control of an independent supplier; or (3) loss, injury or damage to person, property or otherwise, resulting directly or indirectly from any Acts God, dangers incident to the sea, fire, breakdown in machinery or equipment, or wars (whether declared or not), hostilities, civil disturbances, strikes, riots, theft, pilferage, medical epidemics, quarantines or customs regulation, defaults, delays or cancellations or alterations in itinerary due to schedule changes, or from any causes beyond A & S Travels Inc., (DBA A & S Signature Journeys) control. Further A & S Travels Inc., (DBA A & S Signature Journeys) is not liable for any loss or damage

resulting from insufficient or improperly issued passports, visas or other legal documents. All coupons, vouchers, invoices, contracts and tickets issued by A & S Travels Inc., (DBA A & S Signature Journeys) are issued subject to any and all tariffs, terms, and conditions and which any services are provided by such hotels, airlines, bus companies, rail roads, ship lines or owners or contractors or by their person in employ.

DISCLAIMER: A & S Travels Inc., (DBA A & S Signature Journeys) is not responsible for any errors, omissions or misquotes in our tour proposal or any other accompanying documents. The contents maybe changed at any time (including, but not limited to, rates and itinerary) without notice and at A & S Travels Inc., (DBA A & S Signature Journeys) sole discretion

Please note that the tour information shown in your final itinerary may have changed by the time you actually travel. Whilst every effort is being made to ensure the accuracy of the itinerary at the time of finalizing your tour, errors do occasionally occur. You must therefore check all details of your chosen holiday arrangements, including price at the time the booking.

A & S Travels Inc., (DBA A & S Signature Journeys) cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables resulting in missed connections etc. Should an amendment in a routing or itinerary be necessary we will re-quote you accordingly.

VENUE: It is specifically agreed that this agreement is entered into in the State of Michigan, in the event any legal or equitable action is brought against A & S Travels Inc., (DBA A & S Signature Journeys) concerning the interpretation, enforcement or breach of any term, obligation or duty as contained or related to the terms and conditions set forth in this document or pursuant to federal law, statute or treaty to which the United States is a signatory, the venue of such action shall lie exclusively in the State of Michigan.

CHOICE OF LAW: It is specifically agreed and stipulated that the law of the State of Michigan shall govern and apply to any legal or equitable action brought against A & S Travels Inc., doing business under the name of A & S Travels Inc., (DBA A & S Signature Journeys) concerning in the interpretation, enforcement or breach of any term, obligation or duty contained in this document or pursuant to any to federal law, statute or treaty to which the United States of America is a signatory.

A & S Travels, Inc.,

(Doing business under the name of A & S Signature Journeys)

7750 Ashwood Dr SE, Ada, MI, 49301

Phone: 630 889 8275 / Fax 630 889 8278

Email: info@ansjourneys.com; Web: www.ansjourneys.com