

TERMS AND CONDITIONS

Country Travel DISCOVERIES, LLC is a full-service tour operator conducting first class tours throughout the U.S. and internationally. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you book your trip, in addition to important obligations you make as a customer that effect your legal rights. The terms "we," "us," "our," and "CTD" refer to Country Travel DISCOVERIES, LLC. The term "you" "participant" "customer" refers to the customer visiting our website, and/or booking a reservation through us.

PARTICIPANT ACCEPTANCE OF THESE TERMS AND CONDITIONS: By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your travel arrangements. The lead participant (defined as the participant who reserves the trip) assumes the responsibility of sharing these Terms and Conditions with each trip participant, including payment of all amounts when due. It is the responsibility of each participant to read our terms and conditions in its entirety. CTD is not responsible for any participant's unawareness of the terms and conditions due to the failure of the lead participant to share this information with all other participants. If you do not agree with our terms and conditions you should speak with us before making any booking.

You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these terms and conditions and to check back from time to time for any changes. Your continued use of our services after any changes are made constitute your acceptance of such changes.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You understand that you are financially responsible for any use of our services by you and those for whom you make bookings.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and/or (d) our right to debit your account for any costs we incur as a result of such violation.

DISCLAIMER OF LIABILITY AND RELEASE: Country Travel DISCOVERIES, its employees, representatives, agents and assigns (CTD) acts as an independent contractor that arranges travel-related services for tour packages. Neither CTD nor their agents or affiliates act as your agent or as an agent for others who provide services in connection with any tour, including, but not limited to, hotels, restaurants, sightseeing and transportation. These service providers also act as independent contractors. We issue tickets, vouchers, and other travel documents for such services as an agent for the companies that furnish such services. Such tickets, vouchers, and other travel documents are subject to all terms and conditions of the respective suppliers (some of them may limit or exclude the supplier's liability). CTD,

its agents, direct and indirect owners and affiliates shall not be responsible or liable for any loss, damage, injury, death, delay or inconvenience arising out of or related to any act, omission, negligence, accident, error or default of any company or person engaged in providing such services or any defect in any vehicle or other equipment, and we shall not be responsible or liable for other occurrences and conditions that are beyond their control, including, but not limited to, strikes, theft, weather, acts of terrorism and acts of God. You agree to defend and indemnify CTD and its agents, owners, affiliates, employees and their successors, and save them harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any act, omission, negligence, accident, error or default of any independent contractor or due to damages caused by the passenger to the fullest extent allowed by law. You agree to release CTD, its agents, direct and indirect owners and affiliates from all such liability and to look to those who provide services in connection with your tour for recovery of any loss, damage, injury, death, delay or inconvenience. CTD reserves the right to decline or remove any person as a member of a tour whose actions, physical or mental health, or behavior are considered detrimental to the group's welfare and to change the itinerary including accommodations or to withdraw any or all tours or portions thereof. If this is necessary, we will resume the scheduled itinerary as soon as possible. If you are removed from the tour you will not be entitled to any refund.

Abbey Tours, Dublin, Ireland; Abbey UK, Edinburgh, Scotland; Agritours Slovakia, Zvolen, Slovakia; Amish Heartland Group Tours, Millersburg, OH; Appina Travel, Gauting/München, Germany; Asian Trails, Bangkok, Thailand; Atlantic Tours, Ltd., Dartmouth, NS; Cape Cod Custom Tours, Hyannis, MA; Croisi Europe Cruises, Strasbourg, France; Fly My Group, Bozeman, MT; Holland America Line, Inc., Seattle, WA; Joe O'Reilly Ireland, Dublin, Ireland; Kanazawa Tours, Kanazawa, Japan; Latin Trails, Quito, Ecuador; Luftner Cruises, Innsbruck, Austria; Michaelangelo, Oakhurst, NJ; Morocco Destination Management, Herndon, VA; Norwegian Cruise Line, Miami, FL; Rocky Mountaineer, Vancouver, BC; Splendid Portugal, Vila Nova de Gaia, Portugal; Travel Advocates, Asbury Park, NJ; Travel Excellence, San Jose, Costa Rica; Travel Partners, Vienna, Austria are responsible for arrangements on certain tours. Certain tour departures listed in this catalog are operated by Sunrise Tours, St. Louis, MO.

The sole and exclusive responsibility and liability of international airlines shall be in accordance with and as limited by the contract of carriage in the passenger's tickets and applicable tariffs.

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. Travelers are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and hereby agree to accept any and all risks. As lawful consideration for the agreement with CTD to participate in such trips and activities you agree to not make a claim against CTD, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release

CTD, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the guest occupies a motor coach seat fitted with a safety belt, neither CTD nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

INTERPRETATION AND DISPUTES: These Terms are governed by the laws of the State of Wisconsin, without regard to any conflict of laws and/or provisions. All disputes or causes of action shall be brought exclusively in Waukesha County, Wisconsin with respect to any dispute arising under these Terms, unless otherwise specifically agreed by CTD in its sole discretion. In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable, then the provision shall be severed and the remaining terms of these Terms shall be interpreted and read to give them maximum enforceability. Any cause of action or claim must be commenced within one (1) year after the action or claim arises.

FORCE MAJEURE: CTD shall not be responsible for, and may make no refund and may pay no damages in the event of cancellation due to Force Majeure, and/or for events beyond its control, such as, without limitation, acts of God, strikes, acts of war, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of Third Parties or other parties not under the control of CTD and all similar events outside our control.

ENTIRE AGREEMENT: These Terms constitute the entire agreement between you and CTD with respect to your travel, your reservation and your request for a reservation. These Terms supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms will be effective only if in writing and signed by CTD. These Terms will inure to the benefit of CTD's successors and assigns. CTD reserves the right to modify these terms and conditions at any time without prior notice to clients.

Updates: Updates to terms and conditions are available upon request or online at www.CountryTravelDiscoveries.com/terms.

Questions? Contact us at:
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