

## Active Lifestyle Tours, LLC

### Terms and Conditions / Booking Conditions

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#### OUR RESPONSIBILITIES

##### YOUR TRIP RESERVATION

On receipt of your payment, subject to availability and at Active Lifestyle Tours, LLC (will now be referred to as ALT) discretion, we will reserve your place on your selected trip. An agreement is made between only you and ALT upon your booking and payment. In addition, we will communicate with either you or your travel agent about your trip details.

##### Section 1

##### IF WE must CANCEL OR CHANGE YOUR TRIP

**1.1** ALT reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond ALT's control. Circumstances are EXTREMELY rare.

**1.2** Should change or cancellation prove necessary, ALT will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable alternative.

**1.3** If an alternative is not available or acceptable you will be entitled to either a full refund of monies paid by you to ALT without payment of any transfer or cancellation fee.

**1.4** If the change or cancellation is due to circumstances like political unrest, war or threat of war, riots, civil unrest, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk or other similar events beyond ALT's control we will give a full refund of any monies paid to us in respect to your booking but only if and when we receive money back from deposits made with activities, hotels, transportation, etc. We will only refund the amount we get back.

**1.5** ALT is not responsible for the costs of any other travel arrangements (not made by ALT) affected due to ALT's cancellations or rescheduling of any tour departure.

##### Section 2

##### TRIP DETAILS AND CONDITIONS

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**2.1** ALT will do our best, at our discretion, to select accommodation, activities, transportation, etc. to give you good value for your money at the same time as maintaining our goals and mission statement.

**2.2** ALT constantly strives to improve your tour itinerary, accommodations, activities, and features. If such improvements must be made due to unforeseen circumstances beyond ALT's control, changes may be necessary. ALT reserves the right to vary itineraries and to substitute hotels, activities, and transportation. ALT is not responsible for any other travel arrangements (not made through ALT) affected due to our variations or cancellations due to these unforeseen circumstances.

**2.3** ALT reserves the right to alter or substitute the type, size and/or style of transportation. This may result in occasionally having to utilize transport without some certain features. Please note there are strict laws in governing coach/bus/van/car driver's working and driving hours (for sleep and time off purposes) and this may necessitate utilizing public transportation or other means in some locations.

**2.4** Complimentary Wi-Fi service is available in many of ALT's utilized guest-rooms. The Wi-Fi on some buses/vans/coaches that we utilize can be unavailable, non-existent, or very slow. Be aware that in some areas throughout your tour, you may not have any cell service as we may be in back roads and in the mountains.

### Section 3

#### PAYMENTS AND CANCELLATION POLICY

##### 3.1 Payments

- Upon booking, payment in full is required to reserve your tour unless ALT agrees to allow you a different payment plan (i.e., deposit, etc.)

##### 3.2 Cancellation Policy

For trips booked with overnight accommodations:

- If an overnight accommodation is cancelled 7 days prior, all payments made are 100% refundable.
- If an overnight accommodation is cancelled less than 7 days prior, 100% of the total costs are forfeited.

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For trips booked with ONLY activities and no overnight accommodations:

- If an activity is cancelled 72 hours (3 days) prior, all payments made are 100% refundable.
- If an activity is cancelled less than 72 hours (3 days) prior, 100% of the total costs are forfeited.

Other Cancellation Options:

- If you are unable to attend, you can transfer your spot to another person to avoid cancellation fees.
- If you are unable to attend, you MAY be able to receive a credit to attend the same or similar trip at a later date.
- These above cancellation terms are the standard cancellation terms unless ALT states something different to the Guest(s).

\*All payments are processed within the US.

#### Section 4

#### MISCELLANEOUS TRIP DETAILS AND CONDITIONS

**4.1** Please read the website (and any other communication from us) carefully for those items included and not included items in the price of a trip. Also, see section 4.16.

**4.2** Tour Guests must be over the age of 21 years old to consume alcohol during travel with ALT. Please bring valid ID if you plan on drinking alcohol during your trip.

**4.3** ALT strives to provide a safe, enjoyable, and memorable travel experience for all on tour. ALT welcomes people with special needs or disabilities. However, please note the following:

- The tour guest or guests are required to advise ALT in advance of any physical, mental, medical, or other special needs that require special accommodation. It is a need-to-know basis.
- The tour guest shall consult their personal physician and get their opinion in writing on them coming on the tour and specifically performing the activities that are on his/her tour. ALT may impose safety requirements necessary for the safe operation of the tour. ALT may also exclude an individual from participating in a tour or an activity if that individual's participation poses a direct threat to health or safety.

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- ALT does not provide personal devices (such as wheelchairs, hearing aids or prescription eyeglasses) or services of a personal nature (such as assistance in eating, toileting or dressing). A companion capable of providing such assistance may accompany any person who requires services of a personal nature. ALT can and will assist to the best of their abilities if that assistance does not impede the ALT individual to conduct his job.
  - Any necessary medical attention will be provided by a local facility at the tour guest's personal expense. ALT is not responsible or liable for any losses or costs incurred because of medical services obtained while on tour, or for the quality of the care or services received. (See Hold Harmless Agreement).
  - Tour guests should be aware some tours include rough terrain, extensive walking, hiking, uneven pavement, steps, and locations which may not be easily accessible by wheelchair. During the tour, ALT may use other independent companies to provide some certain services. These companies are independent entities over which ALT has no control. ALT will do their best to guarantee disability access or accommodations for tour guests that require such. However, many of our contracted services we use we do not have complete control over their ADA (America with Disabilities Act) compliance.
- 4.4** ALT may, in its sole discretion, decline the booking of any potential tour guest or remove any tour guest who cannot comply or refuses to comply with ALT's Terms and Conditions and Hold Harmless Agreement. ALT is not responsible for any costs incurred in the event a tour guest is removed from a tour. Tour guests agree not to hold ALT or any of its related entities liable for any actions taken under these Terms and Conditions. (See Hold Harmless Agreement).
- 4.5** You are responsible for all travel arrangements and costs to/from the point the tour starts and ends unless previously discussed and negotiated (a price will may apply) with ALT.
- 4.6** There may be times when the ALT Representative/Trip Leader must decide in your best interest(s) for the tour. You agree to comply with the authority and decisions of the appointed ALT Representative/Trip Leader and the laws of the country in which you are traveling. If you do not so comply or if, in the ALT Representative's opinion, you are not compatible with the general enjoyment and well-being of the tour (and any other tour guests on it) or smooth operation of the tour itself, we reserve the right to refuse to let you continue with the tour. You would then not receive a refund. We do not tolerate the possession or carriage of illegal or restricted substances (drugs). Furthermore, you agree that you and your fellow travelers and any ALT Representative/Trip Leader have the right to travel/work in a safe environment. Any threats to their safety, well-being, or inappropriate behavior by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your tour with

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no refund. In such above-mentioned event, you will be responsible for your own departure and related costs as well as have no claims against ALT whatsoever.

**4.7** You are responsible for any costs incurred because of damage or excess cleaning fees related to your accommodation or travel vehicles. You are advised to immediately report any pre-existing damage in your room or on a transportation vehicle to proper related staff and/or an ALT Trip Leader as soon as it's discovered to avoid any conflict/charge/misunderstanding.

**4.8** Where the tour guest occupies a bus, van, motorcoach, car, neither the operator, service providers, agents, ALT Trip Leader/Driver or co-operating organizations shall be liable for any illness, injury, death, loss, damages or claims whatsoever arising from any accident or incident. This includes whether the safety seat belt was not being worn at the time or being worn at the time of any accident/incident. Furthermore, ALT requires all guests to wear safety seat belts when riding in ANY vehicle with us or our contracted services. (See Hold Harmless Agreement). In addition, ALT complies with state laws regarding drinking while in a vehicle. For example, per NYS, it is not legal to drink in the vehicle while being transported around by the ALT Driver/Guide. In accordance with that state and any other state that has the same or similar law, we do not allow it.

**4.9** It is the responsibility of the tour guest to have a valid passport and all visas, permits, government state issued ID (such as a driver license) and/or certificates required for your tour as well as any necessary vaccinations and to comply with all applicable local laws. Many of the wineries/distilleries/breweries/bars/restaurants/activities do check ID's upon arrival. ALT is not responsible for any costs incurred because of failing to obtain necessary documents or bringing the ones needed with you on your tour. Any costs whatsoever regarding obtaining, replacing, or changing any of the above-mentioned travel certificates or government state issues ID's while on tour are at your own expense.

**4.10** You agree that our ALT Representatives/Trip Leaders may take photographs and videos of you while you are on tour and that these may be used in our brochures, social media, website and/or other advertising platforms. If you do not agree to this, you may write to ALT via email or tell an ALT Representative/Trip Leader while on tour and request such without any repercussions at all. ALT will respectfully honor such request.

**4.11** Should you have a complaint in respect to the trip, you should inform the ALT Representative/Trip Leader immediately while on tour. If the matter cannot be resolved after the representative's best endeavors to do so during the tour, your complaint should be made via email (so we have a record of it) to ALT as soon as reasonably possible, but within 30 days of your tour end date. Your complaint would then be investigated fully. Any claims made after the 30-day period does NOT have to be considered by ALT.

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**4.12** If any provision of these Terms and Conditions are held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. However, the validity and enforceability of all the other provisions shall not be affected.

**4.13** If you are unsuccessful in any legal action instituted against ALT, you agree to pay all our costs, including but not limited to, attorney/client costs, legal fees, etc. (See Hold Harmless Agreement).

#### INSURANCE

**4.14** It is always allowed and highly suggested for you to take out travel insurance before you travel on an ALT tour. We strongly recommend your insurance also covers cancellation, personal liability, and loss of personal property. ALT cannot be held responsible for your failure to take out appropriate travel insurance. You also agree to indemnify ALT against all third-party claims, actions, damages, and remedies which may be brought against ALT in respect to your participation in the tour. (See Hold Harmless Agreement). It is also highly advised that you have your own health insurance before you come on any tour with us for our protection and yours.

#### ILLNESS OR ABSENTEEISM

**4.15** In the event of your withdrawal from a tour after the start because of illness or injury, you must obtain a medical certificate in support of any claim or an official letter from doctor's office. ALT does not have to refund for any absence from the tour, however we will work with you as best we can to refund what we can (which is very much based upon the refund(s) of pre-scheduled activities, hotels, etc.). In addition to this and in accordance with ALT's insurance, any guest that has had a recent concussion or currently has a concussion or is showing any signs and/or symptoms of a concussion to the best of their knowledge, is not allowed to participate in any physical activities. It is up to the guest to determine this.

#### CONTACT TRACING

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**4.16** Your name may need to be used for contact tracing to remain in standards, recommendations, and/or law for any health pandemic/epidemic or similar situation. You agree to allow ALT to use your name for such purposes if required at the time. Also, any breach of that name or identity theft by any person or organization will not be the responsibility of ALT. ALT will protect the name to the best of their ability and only use it to meet the requirement by the CDC/state/law/activity location/etc.

#### WEATHER CONDITIONS

- 4.17 Under no circumstances can ALT be held responsible for weather conditions that cause change, cancellations, or delays to your tour. Most of ALT's activities are rain or shine. ALT realizes the weather is difficult to predict of course, however we kindly ask that you keep an eye on the weather leading up to your trip. Please be in contact with ALT if you're thinking of cancelling your trip. Furthermore, we do have indoor options available as well which include places like indoor rock climbing/top roping, Franklin D. Roosevelt Presidential Library Museum, axe throwing, shooting ranges, etc. Furthermore, many of the wineries, breweries, and distilleries we visit do offer indoor areas to enjoy as well.

#### Section 5

##### GENERAL CONTRACTING PARTIES

**5.1** The Terms and Conditions detailed herein contain a contract between you and ALT.

**5.2** Enrollment in and payment for a tour shall constitute agreement and acceptance by the tour guest and ALT of these Terms and Conditions. No specific signature or initials are required. ALT will always have these Terms and Conditions available on our website as well as our Hold Harmless Agreement for the guest to view. Both can be emailed as well per a request made by the guest.

**5.3** ALT is not a carrier nor does ALT own any hotels, aircrafts, or buses. All bookings with these types of carriers, and services listed above are subject to the terms, conditions and limitations of liability imposed by those such places/services. Please note that some of these limit or exclude liability in respect to death, personal injury, delay, loss or damage to baggage. While ALT cannot accept any responsibility for any loss because of such actions or because of any act or omission of any such above mentioned party, ALT will give every reasonable assistance in helping our tour guests to resolve any reasonable dispute. Please also note that ALT cannot be held responsible for the failure of any of these above-mentioned parties to provide facilities or services for our tour guests with special needs or disabilities. ALT will of course do our very best to accommodate anyone with a disability.

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**5.4** Every effort is made to ensure ALT's website and social media's accuracy. However, ALT cannot be held responsible for typographical errors, pictures or errors arising from unforeseen circumstances.

**5.5** ALT is doing our very best to make our website is ADA (Americans with Disabilities Act) compliant. It is an ongoing effort to do so to the best of our abilities. Please feel free to contact us if you find anything that does not seem ADA compliant, and we will certainly work to fix the problem to the best of our ability.

**OPERATING COMPANY:**

Active Lifestyle Tours, LLC

Marlboro, NY 12542

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