

Adventures in Good Company, Inc.: Booking Terms & Conditions

The participant must sign these Booking Terms and Conditions (hereafter “Terms”). “You”, “your”, “I” or “my” refers to the participant.

In consideration of the services of Adventures in Good Company, Inc. (hereafter “AGC”; sometimes “we”, “our” or “us”) in allowing you to participate in an AGC Trip (hereafter “Trip”), I acknowledge and agree to these Terms as follows:

1. **Booking/Registration:** Once we receive your completed registration and Trip Deposit, you are considered preliminarily booked for the Trip. As part of your registration, you are required to read and sign these Terms, submit health information, read and sign the AGC Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (“Risks & Release Agreement”) and Supplemental COVID Addendum to the Risks & Release Agreement and any other required forms or information. **A participant’s final acceptance and participation in the Trip is contingent upon AGC’s receipt and review of all required (completed and/or signed) forms and information and your full and timely payment.**
2. **Price:** Prices are per person, in US dollars, and are set well ahead of the trip departure date. Our prices vary depending on a variety of cost factors, with peak travel dates being the most expensive. Prices may change during the course of the year and most often the best price will be for those who book early. Prices cover land costs only; they do not include airfare to and from the trip nor any required travel documentation, such as passports or visas. Please see the Terms below as well as the web page for each trip departure for the specific details for all items included in the trip price.
3. **Trip Deposit; Final Payment and Discounts:**
 - **Deposit and Payment:** You must pay a deposit of \$300 for trips in the United States and \$400 for International trips. The balance of your **Trip fee is due 90 days before the Trip start date for US trips, and 120 days before the Trip start date for International trips.** Payments may be made with most major credit cards or bank debit cards. All payments, once received, are non-refundable, except under the circumstances identified in these Terms.
 - **Final Payment:** The total trip price includes the deposit and all prices are in USD. If payment in full has not been received by the due date, the outstanding balance will be charged directly to the payment method on file from the deposit, unless otherwise instructed. If final payment cannot be processed within 2 days of the payment deadline, AGC reserves the right to treat your booking as canceled and the deposit and any other payments will be forfeited.
 - **Discounts:**
 - a. **Early Bird Discount:** The first five people to sign up for any trip receive 5% off the trip price.
 - b. **Frequent Traveler Discount:** Take two trips within 180 days and receive a discount on the second trip. The discount is 10% on trips less than 10 days long and within the continental United States and 5% on any other trip.
 - c. **Refer a Friend Discount:** If you have previously traveled with AGC and refer a first-time traveler, ask them to mention your name when signing up and you’ll receive a \$150 credit towards your next trip. If you do not have a current trip balance due or if the maximum discount has been reached, credit will be issued towards a future booking.
 - d. **Except for the occasional special offer or last-minute discount, the maximum discount on a single booking is 15% off.**
4. **Participant Cancellation and Transfer Policy:**
 - All cancellation, transfer, and trip change requests **must be made in writing by email** to either the Trip’s Program Manager or info@goodadventure.com and received and acknowledged by AGC.
 - AGC understands how disappointing it can be in the event you are forced to cancel or change your long-anticipated adventure. Our cancellation policy is not meant to be punitive, however, we plan far in advance for each departure and continuously send non-refundable payment to hotels and other suppliers. We use your payments to prepare for your participation and handle other costs associated with our operations. Therefore, we must strictly adhere to our cancellation and transfer policy for all participants. We strongly suggest purchasing travel insurance in the event you must cancel or otherwise change plans.
 - **If you must cancel your Trip in the days prior to departure, your cancellation fee will be determined according to the chart below:**

International trips	Domestic (U.S.) trips	Cancellation Fee
120+ days	90+ days	50% of the deposit*
120-60 days	90-45 days	50% of trip cost**
59 days or less	44 days or less	100% of trip cost, no refund

*Your deposit is fully refundable up to 10 days after you pay, when you sign up 10 days or more before the final payment deadline.
**If you register after the final payment deadline, the entire amount is due within 2 days of booking and the deposit is NON-REFUNDABLE.

 - **Transfers: Transfers to another trip are only allowed before the final payment deadline.** You may transfer one time to another scheduled departure without a fee, after which time the standard cancellation fees apply. All additional transfers from the original booking are subject to the normal cancellation policy. When transferring to a new trip, the participant is responsible for any differences in the deposit and/or trip costs.
5. **AGC Trip Cancellation or Alteration; Force Majeure:** Please understand that the fluid and potentially changing International or US Federal, State and/or County requirements/guidance or other factors associated with operating trips in the midst or wake of COVID-19, may require AGC to adopt different policies and/or to alter, suspend or cancel its trips at any time.
 - AGC reserves the right to combine or alter any aspect of a Trip, including itinerary, dates, activities or location for reasons including but not limited to: low registration, weather, health hazards or for any other reason AGC determines, in its sole discretion, is appropriate.
 - AGC also reserves the right to cancel all or portions of a Trip for reasons similar to the examples given above. In the event of such a cancellation (other than for a Force Majeure event - see below), full or partial refunds or credits, if any, will be at AGC’s sole discretion, and determined on a trip by trip basis.

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- **Force Majeure:** AGC reserves the right to cancel a Trip, before or after its start date because of an Act of God or other political, social, health, environmental or other condition beyond its control (force majeure). Force majeure events include, but are not limited to war or terrorism, civil unrest, economic collapse, governmental or other authorities' restrictions on travel or otherwise, fire or other natural disasters, and health threats, including disease outbreaks or pandemics, or, a future spike in COVID-19 cases. Typically, these events are unexpected and unforeseeable and may compromise the health or well-being of participants or otherwise prevent our performance. Often, these types of events severely impact or make impossible our ability to run trips (impracticality/impossibility of performance or frustration of purpose). If AGC determines, in its sole discretion, it must cancel before or during a Trip because of a force majeure event, AGC may suspend or terminate its performance, the AGC cancellation policy does not apply and no refunds will be granted (unless, as determined, in AGC's sole discretion). In the event of a force majeure, you agree that AGC will not be found in breach of these Terms, and/or legally liable for any losses, costs or damages to you.
 - In any case, if AGC alters a Trip, or, cancels before or during a Trip - regardless of whether AGC issues any refund - AGC is not responsible for any indirect, consequential, incidental or other costs/damages you may incur, including but not limited to non-refundable airline tickets or change fees, equipment purchased for the program, visas and vaccinations.
- 6. Getting To and From Your AGC Trip:** Participants are responsible for getting to and from the start and end point of their Trip, and for arriving by the designated start time on the first day of the trip. Please note that many airlines assess stringent penalties for changes or cancellations — up to 100 percent of the ticket price in certain cases — for which you will be personally responsible. Before purchasing your airfare, please wait until you receive and carefully read your Trip confirmation and Pre-Departure Document.
- 7. Passports, Visas and Health Documents:** Every participant must have the required documentation necessary to participate in their Trip before the departure date. This includes, but is not limited to obtaining a passport or required visa/s. Among other important requirements, passports must be valid for at least six months after the participant's return date. Participants are also responsible for obtaining and maintaining all required health documents and vaccinations, and abiding by all government entry and exit requirements, including those related to COVID-19.
- 8. Participant Health and Fitness:** Our Trips are intended for people in reasonably good health. AGC reviews information provided on participant's submitted health information, to endeavor to understand participant's health and medical issues. Although AGC strives to accommodate a wide range of individuals, AGC reserves the right to deny admission or ongoing participation on medical or health grounds in appropriate cases; for example, if we believe participation may compromise your own well-being or the well-being of the group, or, if participant is unable to meet any of the physical, mental, cognitive or other demands of the Trip. Even if you are accepted on an AGC Trip, you should consider carefully whether, in conjunction or not with your medical provider, the Trip and activities are appropriate for you. **Note:** Trips frequently take place in remote areas where medical care may be delayed and medical services and facilities may be primitive or inadequate. Certain health conditions or medications taken may react negatively with the level of exertion, type of activity or environment, including activities undertaken at altitude, in places with poor air quality, humid or dry climates, extremely cold or hot weather, or other factors. In addition, some health conditions - including but not limited to diabetes, asthma, allergies (including a potential anaphylactic reaction), seizure disorder or cardiovascular issues (including high blood pressure) or pregnancy - can deteriorate quickly under certain conditions and distance from definitive care can be a factor. **All participants are responsible for their own food intake on a Trip.** Language differences may impede a participant's understanding of certain ingredients contained in various dishes and AGC cannot provide reliable translation, or guarantee any special arrangements. Participants understand that consistent with the Risks & Release Agreement you have or will sign, AGC is not responsible or liable for, among other things, any participant allergic reaction or incident resulting from an allergy.
- 9. Participant Travel Medication/Prophylaxis and Information:** AGC is not a medical authority and cannot directly advise you regarding your individual travel related medication or vaccination/prophylaxis needs. You are responsible for making these determinations regarding your travel. We do, however, strongly recommend that you consult your medical professional and/or visit a travel clinic well before the Trip to discuss requirements and/or options for travel-related vaccinations and/or medications. **Note:** Travel clinics frequently have limited hours and may require advance notice to order medications. You and your medical professional are encouraged to generally review the Trip location/s and itinerary in connection with information from the U.S. Centers for Disease Control and Prevention, the U.S. State Department; the World Health Organization or other sources, to consider health issues and determine what, if any, travel-related vaccinations and/or medications may be required or appropriate. If your Trip is outside of the U.S., we also recommend enrolling in the Smart Traveler Enrollment Program ("STEP") to receive periodic travel updates on your destination.
- 10. Participant Non or Late Arrival or Early Departure:** Should participants be delayed for any reason in getting to or departing from their Trip, or must leave early, AGC is not liable for any additional costs incurred in joining or leaving the Trip (such as costs for accommodations or transportation), nor will participants receive a refund for any missed portion of their Trip as a result of late arrival or early departure.
- **Note:** If AGC declines to accept a participant for medical or health reasons, we will refund your trip payments, including the deposit. If for any other reason (whether voluntary or involuntary), a participant does not attend, arrives late or leaves the AGC Trip in progress (including but not limited to voluntary withdrawal, dismissal from the Trip, illness, injury or any other reason), there will be no refund.
 - **If a participant departs early,** the participant is responsible for all costs of early departure whether the departure is for medical reasons, dismissal, personal emergencies or otherwise. These costs may include, but are not limited to: evacuation, medical treatment, meals and lodging costs, non-refundable airline tickets, change fees or other transportation costs, and expenses for staff who may accompany the participant. As an example, if a participant becomes ill during a trip as a result of COVID-19, AGC may need to isolate participant(s) and require COVID-19 testing, and the trip could be cut short or cancelled, with participant(s) incurring additional travel and medical expenses.
- 11. Participant Non-Acceptance or Dismissal:** The granting or denial of acceptance to a Trip is within the sole discretion of AGC. AGC reserves the right to decline to accept a participant for medical or health reasons, or to revoke or terminate or limit participation at any time if AGC reasonably determines a participant's condition, behavior or actions are inappropriate or disruptive, or adversely affect the participant's health

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or safety, or the health, safety or enjoyment of other participants. If AGC withdraws or dismisses a participant, including for failure to submit requested information (including inaccurate or incomplete information) or for misleading or false statements on any AGC forms, there will be no refund.

- 12. Insurance:** All participants must have medical insurance. Please note that your personal medical insurance may not cover your medical expenses while traveling inside or outside your home country. Review your medical insurance to determine if coverage is appropriate, or if a supplemental medical policy is necessary. If you do not confirm and/or secure appropriate additional personal medical insurance, as needed, you understand you are at risk of significant expense and liability. You agree to accept full and complete responsibility for any and all participant medical expenses and associated costs, whether or not covered by medical insurance.
 - **Travel Insurance:** AGC strongly suggests you purchase travel insurance to help protect you and your travel investment in the event of, e.g., Trip cancellation or interruption, injury or illness. We offer travel protection through Travelex Insurance Services. For more information on the available plans visit www.travelexinsurance.com or contact Travelex Insurance Services at 800-228-9792 and reference location number **06-0331**. Travelex Insurance Services, Inc CA Agency License #0D10209. All products listed are underwritten by, Berkshire Hathaway Specialty Insurance Company, NAIC #22276. MO5. You should direct all questions regarding travel insurance and its coverage to the insurance provider – whether Travelex or otherwise – to understand the terms of coverage.
 - **If you fail to have or purchase any travel insurance, you will not have the benefit of any policy defined insurance protection in the event you need it, assume that risk, and will be fully responsible, as applicable, for all trip fees and costs.**
- 13. Photo/Statement Authorization:** AGC reserves the right to photograph, film, record and/or otherwise capture the name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively “images”) of participants for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any other informational, promotional, educational or other use, without compensation to participants. AGC owns all ownership and copyright rights in the images and participants waive any inspection or approval rights.
- 14. Internet Postings; AGC Protected Materials:** AGC encourages participants to ‘spread the good word’ about their experiences on an AGC Trip. At the same time, we expect participants to respect AGC, contact us directly with complaints, and not to disparage AGC in postings on the Internet (websites, Facebook, YouTube, Instagram or other sites). Also, please understand that AGC websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of AGC, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized, without our written permission.
- 15. Lost, Stolen or Damaged Property:** AGC is not responsible for a participant’s lost, stolen or damaged personal belongings, whether incurred during travel or while on a Trip. In addition, participants may be held responsible for damage to, or loss of AGC property or equipment. This may include sharing in the group’s collective responsibility for willful equipment/property destruction or loss.
- 16. Information Disclosure and Participant Responsibilities:** It is critical that you provide honest, accurate and complete information during AGC’s registration process, and importantly, in response to the health information questions. Providing this information does not necessarily exclude you from the Trip. AGC requests this information to assist us in understanding participant health issues, considering potential modifications and for use during emergencies. In signing below, you agree you have or will submit true, complete and accurate information to AGC. **Falsifying information or providing inaccurate medical or health information can create serious risks to you or others, and/or result in AGC rescinding your registration or dismissing you from a Trip. Further, you must notify us if your health condition changes between the time you submit your health information and before the Trip start date (or during the Trip).**
- 17. Right to Change Terms.** AGC reserves the right to change provisions of these Terms without prior notice. Except for any changed Terms during the time you are booking your trip, these Standard Booking Terms & Conditions (as may be revised from time to time) remain in full force and effect.

I agree: I have read, understand and agree to the Terms outlined above. I agree to review all Trip materials, accurately complete all required forms, and abide by the terms of those documents. I agree that Colorado substantive law (without regard to its "conflict of laws" rules) governs these Terms, any dispute I have with AGC and all other aspects of my relationship with AGC, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only (exclusively) in Larimer County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. The participant must sign during registration.

I, participant, understand that my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of these Terms.

Participant Signature **Date** **Print name here**