

**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 participant 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 registered 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 Acknowledgement and Assumption of Risks & Release and Indemnity Agreement (“Risks & Release Agreement”) and Supplemental COVID Addendum 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. Non-Refundable Deposit; Payment and Discounts:**

- **Deposit and Payment:** You must pay a non-refundable deposit of \$300 for United States (US) trips and \$400 for International trips. The balance of your **Trip fee is due 90 days before Trip start date for US trips, and 120 days before Trip start date for International trips.** All payments, once received, are non-refundable, except under the circumstances identified in these Terms.

- **Discounts:**

- **Early Bird Discount:** The first five women to sign up for any trip get 5% off.
- **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.
- **Refer a Friend Discount:** This discount is for previous AGC participants who refer a first-time traveler. Ask your friend to mention your name when she signs up and we'll credit \$100 towards your next Trip's balance.
- **Check Discount:** Receive a 3% discount if you pay the deposit and balance by e-check. (Please contact us if you are an international participant and do not have a US bank account but would like to receive the 3% check discount).

**3. Participant Cancellation, Refund, Return and Costs; Transfers:**

- **Participant Cancellation.** To qualify for any refunds, you must notify us in writing at info@goodadventure.com or mail to: Adventures in Good Company, PO Box 455, 2601 S. Lemay Ave. Suite 7, Ft. Collins, CO 80525. Cancellation date is the date the written notice is received by AGC.
- Our graduated and time sensitive refund policy is not meant to be punitive. AGC uses your payments to prepare for trips, pay its staff and vendors, and handle other costs associated with its operations, and it is difficult to ascertain the amount of actual loss to our operations if you cancel. As a result, our policy reflects a reasonable estimate of the actual costs AGC will incur in the event you cancel at various points before departure.

**If participant cancels in the DAYS BEFORE THE SCHEDULED TRIP DEPARTURE DATE, AGC’s refund policy is as follows:**

| International trips | Domestic (U.S.) trips | Cancellation Refund                    |
|---------------------|-----------------------|--|
| 120+ days           | 90+ days              | 100% minus the non-refundable deposit* |
| 120-60 days         | 90-45 days            | 50% of Trip Cost refunded**            |
| 59 days or less     | 44 days or less       | No refund                              |

\*Your deposit is fully refundable for the 10 days immediately following your deposit payment. If you cancel after that time and prior to the final payment deadline, the deposit will become a credit that can be applied towards a new booking within three years of cancellation.

\*\*If you register after the balance is due, the entire amount is due within five days of registration and the deposit is non-refundable.

- **Transfers.**

**If participant transfers in the DAYS BEFORE THE SCHEDULED TRIP DEPARTURE DATE, AGC’s transfer policy is as follows:**

| International trips | Domestic (U.S.) trips | Transfer Fee   |
|---------------------|-----------------------|--|
| 120+ days           | 90+ days              | First Transfer free, Additional Transfers - \$50 fee |
| 120-60 days         | 90-45 days            | \$400/\$300 fee                                      |
| 59 days or less     | 44 days or less       | No Transfers   |

- **Participant Dismissal:** AGC reserves the right to decline to accept a participant for medical or health reasons, or to dismiss a participant from a trip if AGC and/or the Trip Guide/s believe, in their sole discretion, that participant presents a safety concern or medical risk, is disruptive or otherwise conducts herself in a manner detrimental to the Trip and/or activities. **Note:** If AGC declines to accept a participant for medical or health reasons, we will refund your trip payments less the non-refundable deposit.

- **Participant Non or Late Arrival or Early Departure:**

- 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.

- Further, 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 participant. **Note:** 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.
- If AGC withdraws or dismisses a participant 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.

#### 4. AGC Trip Cancellation or Alteration; Force Majeure:

- **Note:** Please understand that the fluid and potentially changing International or US Federal, State and/or County requirements/guidance or other factors associated with operating programs in the midst or wake of the COVID-19 Pandemic, 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.
- **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.

#### 5. Insurance:

- **Medical Insurance:** All participants must have medical insurance. **Note:** 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 highly recommends 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](http://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 do not purchase through Travelex, AGC highly recommends you purchase travel insurance from a provider of your choice, well before Trip start date. **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.**

- 6. **Photo/Statement Authorization:** I authorize AGC or its designees, to photograph, film, record and/or otherwise capture the name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively "images") of me and/or other family member/s, 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 me. AGC owns all ownership and copyright rights in the images and I waive any inspection or approval rights.

- 7. **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, Twitter 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.

- 8. **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, participant 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.

- 9. Participant Health and Fitness:** Our Trips are intended for women 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 a participant's participation may compromise her 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 or not in conjunction with your medical provider, whether 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 staff 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.
- 10. 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).**
- 11. 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., you should enroll in the Smart Traveler Enrollment Program ("STEP") to receive periodic travel updates on your destination.
- 12. Participant Travel Documents:** Every participant must have the required documentation necessary to participate in the 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. You are responsible for checking and fully complying with the requirements for travel between the U.S. or other country of your residence and the countries that you will be traveling to or through.
- 13. Right to Change Terms.** AGC reserves the right to change select provisions of these Terms temporarily, as identified on AGC's website at [adventuresingoodcompany.com](http://adventuresingoodcompany.com). Except for any changed Terms identified on our website during the time you are booking your trip, these Standard Booking Terms & Conditions (as may be reviewed from time to time) remain in full force and effect.

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