

## 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 Booking Terms & Conditions as follows:

**1. Booking/Registration:** Once we receive your completed registration, your Trip Deposit and these signed Terms, you are considered preliminarily registered for the Trip. You will also be required to submit additional information, including health information, read and sign the AGC Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (“Risks & Release Agreement”) and submit full and final payment. **A participant’s final acceptance, enrollment and participation in the Trip is contingent upon AGC’s timely receipt and review of these 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 trips in the United States 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. On the payment page after you register, choose e-check. (Please contact us if you are an international participant and do not have a U.S. bank account but would like to receive the 3% check discount).

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

● **Participant Cancellation.** Cancellation charges are not meant to be punitive. These charges reflect the expenses AGC has incurred in administering your reservation and planning for your participation, and cannot recover if you cancel, even if you must do so because of illness/injury or personal emergencies.

- To qualify for any refunds, you must notify us in writing, by email to [info@goodadventure.com](mailto:info@goodadventure.com) or by mail to: Adventures in Good Company, PO Box 455, 2601 S. Lemay Ave. Suite 7, Fort Collins, CO 80525. Cancellation date is the date the written notice is received by AGC.

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

\*\*\*If you have paid in full, we have a waitlist, and we can fill your spot from that list, we will offer you a credit for an equivalent amount of what we sell your spot for, provided that you register for a trip within 365 days following the date of cancellation.

Substitutions in the event of Cancellation: We will allow the transfer of Trip fees to another person if, in AGC staff’s discretion, the other person is in the appropriate physical condition to participate in the Trip.

- **Transfers.** To qualify for any transfers, you must request to do so in writing at [info@goodadventure.com](mailto:info@goodadventure.com) or mail to: Adventures in Good Company, PO Box 455, 2601 S. Lemay Ave. Suite 7, Fort Collins, CO 80525. Transfer date is the date the written notice is received by AGC.

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

Transfer Requests – Days Prior to Departure		
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

\*The first request to transfer within the 90-120 day window is free of charge. All subsequent requests within the 90-120 window will incur a \$50 transfer fee.

- **Participant Dismissal:** AGC reserves the right to decline to accept or retain any participant should such person’s behavior, health or mental condition present a safety concern or medical risk that may impede the operation of the Trip. AGC and the Trip Guide(s) have the right to disqualify anyone at any time during the trip if they feel the participant is incapable of continuing and/or if a participant’s continued participation jeopardizes the group’s or the individual’s own safety. Under these circumstances, no refunds are given.
- **Participant Non or Late Arrival or Early Departure:**
  - If for any 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.
  - 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:**

- 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 will not switch participants out of Trips that are altered and, absent application of the AGC cancellation or transfer policy identified in section 3, above, AGC will not grant refunds to participants choosing to cancel for Trips that are altered.
- AGC reserves the right to cancel all or portions of a Trip for any reason, including unforeseen weather, safety hazards, low registrations, or other circumstances. In the event of such a cancellation, full or partial refunds or credits, if any, will be at AGC’s sole discretion and will be 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 events include, but are not limited to war or terrorism, civil unrest, fire or other natural disaster and health threats. If AGC determines, in its sole discretion, it must cancel before or during a Trip because of an Act of God or other condition beyond its control (force majeure), AGC may suspend 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, AGC will not be found in breach of these Terms, and/or legally liable for any losses, costs or damages to participant.
- 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 incurred by the participant, including but not limited to non-refundable airline tickets or change fees, 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. 55Y. **\*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 (CDC - [www.cdc.gov](http://www.cdc.gov)), the U.S. State Department ([www.state.gov/travel/](http://www.state.gov/travel/)); the World Health Organization (WHO - [www.who.int](http://www.who.int)) or other sources, to consider health issues and determine what, if any, travel-related vaccinations and/or medications may be required or appropriate. These sites also provide valuable travel related information for your information and preparation. 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.

**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.**