



# SQUAW PEAK TRAVEL

## **Terms & Conditions**

THESE TERMS & CONDITIONS APPLY TO ALL SERVICES PROVIDED TO YOU BY SQUAW PEAK TRAVEL. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONSTITUTE PART OF YOUR TRAVEL CONTRACT WITH SQUAW PEAK TRAVEL. SQUAW PEAK MAY CHANGE THESE TERMS & CONDITIONS AT ANY TIME UPON POSTING UPDATED TERMS & CONDITIONS ON ITS WEBSITE, WITHOUT SPECIFIC NOTICE TO TRAVELER. THE CHANGED CONDITIONS WILL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION BY SQUAW PEAK. THE VERSION OF THESE CONDITIONS IN EFFECT ON THE DATE AN INITIAL PAYMENT BY TRAVELER IS MADE WILL APPLY. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL SQUAW PEAK TRAVEL IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR SQUAW PEAK TRAVEL BEFORE MAKING ANY CHANGES.

Squaw Peak Travel (herein "Travel Agency") is acting as a mere agent for Suppliers (identified on the accompanying documents) in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Travel Agency, therefore, shall not be responsible for the acts of Suppliers or third parties including their breach of contract, failure to comply with any domestic laws such as the Americans with Disabilities Act (ADA), international laws, or any intentional or negligent actions or omissions on the part of such Suppliers or third parties, which result in any loss, damage, delay, inconvenience or injury to you, your companions or group members (collectively and individually "Traveler" or "You").

Unless the term "guaranteed" is specifically stated in writing on Your tickets, invoice, or reservation itinerary, Travel Agency does not guarantee any of such Supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Traveler has done due diligence, are aware of the quality of the hotel accommodations chosen, and agrees that Travel Agency will not be responsible if they are not satisfied.

**BOOKING ACCURACY/LEGAL NAMES:** Traveler is required to immediately review all aspects of their booking to verify (but not limited to): all Traveler names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports,

accommodations, and organized activities on Your booking receipt. Please notify Travel Agency immediately if any omissions and/or corrections are needed regarding the booking details. Traveler voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of all Traveler's LEGAL first & last names. It is mandatory that guest names be identical to the Traveler(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

**TRAVEL DOCUMENTS:** Traveler(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Traveler(s) assumes sole responsibility for, and hereby releases Travel Agency from any claims or responsibility for any and all damages incurred as a result of Traveler(s) failure to comply with applicable documentation requirements, including but not limited to the requirement that all Travelers procure, and have on their person the proper travel documents at all times. Travel Agency recommends the Traveler(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements.

**GOVERNMENT TRAVEL RESTRICTIONS AND ADVISORIES:** Traveler(s) should be sure to check for travel restrictions, including restrictions related to the coronavirus (COVID-19) before booking and traveling to an accommodation. Touristic travel might not be allowed, as travel may only be permitted for certain purposes. It is the Traveler's responsibility to check the USA Governmental Travel Advisories (<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>) for your intended destination ("Advisory"). We recommend searching for information on any country you're planning to visit and contacting local governmental agencies well in advance of, and immediately before travel, as well as the Advisory. Government policies and restrictions can change quickly, even during travel, so please check in with the Advisory and local authorities for updates often and count on the Advisory and your national and local authorities for the most current information. Travel Agency is not responsible for travel restrictions and/or changes to travel restrictions during your trip.

**PAYMENTS:** Travel Agency accepts Visa, American Express, Discover, and Mastercard. Travel Agency holds reservations until "Deposit Due Date" indicated on Your confirmation. If deposit/payment is not received by Travel Agency on or before the Deposit Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put Your booking at risk of cancellation. Please contact us immediately, and in advance of Your payment due date, if You will be unable to meet this obligation. Without limitation, Traveler(s) voluntarily hold Travel Agency harmless for cancellation of any booking for either late payment or declination of a credit card.

**PRICING:** Prices and availability quoted by Travel Agency are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Traveler agrees that Travel Agency is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is Travel Agency

responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold Travel Agency harmless for any actions or damages arising from Supplier pricing.

Travel Agency reserves the right to charge Traveler(s) for any increase in taxes, fees or surcharges (i.e. fuel). Traveler(s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

## TRAVEL:

### a. General Conditions Governing Air Transport

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of Traveler names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Traveler is responsible for any such fees. With regard to the purchase of air tickets, Travel Agency acts simply as an intermediary between You and the airline. Once You book a reservation, Your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airlines policies and may not be able to be made until You are at the airport on the day of departure. Airline tickets booked through Travel Agency may not eligible to earn frequent flyer miles. You agree to confirm all bookings with the airline prior to the stated date of departure (Travel Agency recommends confirming 72 hours prior).

Direct flights may be “non-stop” or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When You reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that You have sufficient time for reaching the second airport. The journey to the other airport is at Your own expense. Travel Agency will not be able to reimburse You for these costs, nor will it be liable if You miss the second flight.

Travel Agency’s responsibilities in respect to air travel are limited by the relevant airline’s conditions of carriage. The airline fulfilling Your contract for carriage may change from the airline mentioned by Travel Agency. Travel Agency is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, You must work directly with the airline to ensure You arrive at Your destination on or ahead of time. Travel Agency will not provide any refund for Trips missed, in part or full.

b. Prohibited Practices

You agree that You will not deviate from Your booking by making any unscheduled stopovers. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the Your actual point of origin of travel, or to a more distant point(s) than Your actual destination being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as “Hidden City Ticketing” or “Point Beyond Ticketing” and is prohibited. The purchase and use of round-trip tickets for the purpose of one-way travel only, known as “Throwaway Ticketing” is prohibited. The use two or more different tickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements) commonly referred to as “Back-to-Back Ticketing” is prohibited.

Where a ticket is purchased and used in violation of these rules, Travel Agency and the applicable air carrier have the right in their sole discretion to take all actions permitted by law, including but not limited to, the following:

- 1) Invalidate the ticket(s);
- 2) Cancel any remaining portion of Your itinerary;
- 3) Confiscate any unused Flight Coupons;
- 4) Refuse to board You and to carry the Your baggage;
- 5) Assess You for the actual value of the Ticket which shall be the difference between the lowest fare applicable to Your actual itinerary and the fare actually paid;
- 6) Delete miles in Your frequent flyer account and/or terminate Your participation in the frequent flyer program;
- 7) Take legal action against You.

c. Loss of tickets

You agree to safeguard Your tickets and bear any and all costs related to loss of theft. If You lose Your air ticket or if Your ticket is stolen, Travel Agency advises that You immediately report it to the police and to the ticket issuer.

d. Baggage and Personal Property

Travel Agency is not responsible for Your luggage or any of Your personal property (“Baggage”) at any time, including Baggage that is lost, stolen or damaged during travel. Travel Agency is not responsible for any penalties, fees or costs You incur in connection with Your Baggage. We recommend that you check with the airline or other Supplier for their policy regarding luggage, including lost or stolen luggage, weight restrictions and additional charges

relating to baggage. Travel Agency strongly recommends that You obtain an insurance policy covering the value of Your Baggage.

e. Limitation of Liability for Travel

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET HEREIN, YOU AGREE THAT TRAVEL AGENCY IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, FORCE MAJEURE, GOVERNMENTAL RESTRICTIONS, INCLUDING BUT NOT LIMITED TO RESTRICTIONS RELATED TO COVID-19, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

ACCOMMODATIONS AND ACTIVITIES: “Accommodations” are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, time shares, camp grounds, and resorts.

a. Accommodation classifications

The number of stars attributed to the hotels and other providers of accommodations quoted by Travel Agency correspond to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the “star” designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. Travel Agency makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. You would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases we will inform You as soon as we are aware of this necessity.

b. Taking possession of and vacating Your room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is Your responsibility to check with the hotel ahead of time to verify the relevant policies and times. Travel Agency is not responsible for any charges and damages resulting from Your failure to timely take possession or vacate Your room.

c. Types of room

Room classifications and amenities may vary by hotel and/or country, so it is Your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of Your stay. Travel Agency makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

#### d. Meals

These depend on the meal plan chosen / applicable.

- All-inclusive. This includes accommodation, breakfast, lunch, dinner and normal drinks (mineral water, fruit juice, sodas, wines, local alcohol). Some alcoholic drinks may not be included and will be billed separately.
- Full board. This includes accommodation, breakfast, lunch and dinner, but no drinks.
- Half board. This includes accommodation, breakfast and either dinner or lunch, but no drinks.

In the case of full board or half board, drinks are not included, unless specifically mentioned in the description. In some countries drinking water is not always available, and any bottles of drinking water bought are therefore at the customer's expense. It is necessary to comply with the all relevant rules, particularly with regard to the opening hours of the restaurant(s) or bar(s), and the places designated for the consumption of meals and drinks.

#### e. Activities offered during Your stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. Travel Agency may not be held liable in the event of an incident or accident which is due to a lack of vigilance on Your part.

It may happen that certain activities referred to in the Trip description are no longer provided by our local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, children's clubs). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that Travel Agency is not liable for activities unavailable due to any of the reasons listed above.

The sports activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at the customer's expense. Similarly, these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation.

**YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRAVEL AGENCY SHALL HAVE NO LIABILITY FOR ANY**

PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

**CANCELLATION POLICIES:** All cancellations or no-shows are subject to penalties imposed by the Supplier.

**TRAVEL PROTECTION:** Travel insurance protection is Strongly Recommended. As Your Travel Agent, we have a professional responsibility to recommend the purchase of travel protection to protect both You and Your vacation. While we do offer coverage through certain carriers, we cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with You the customer and we advise You to do Your research and find coverage that best fits Your individual needs. Travel Agency is limited to advising You of the need for such coverage.

By declining travel protection, You acknowledge and accept liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. Please note that if You decline this type of coverage, You have waived Your right to this important coverage.

We urge You to read Your policy when it arrives as it contains important information. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim.

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which You are responsible for reviewing upon receipt of Your travel protection policy. Travel Agency is not able to give advice with regard to possible cancellations and any associated claims processing.

All queries regarding cancellation, penalties, coverage should be directed to Your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss Your claim with Travel Agency due to privacy laws (e.g. HIPAA). Accordingly, You acknowledge that Travel Agency cannot be involved in any aspect of Your claim/request for service. Traveler(s) acknowledge and agree that Travel Agency has no control over the travel insurance provider or its coverage decisions, and as a result Travel Agency is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

**AGENT/INTERMEDIARY:** Travel Agency is simply an intermediary between the Suppliers and You. Travel Agency does not own or operate any of, hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Traveler(s)' trip. Traveler(s) acknowledge and agree that Travel Agency shall not be responsible for any loss, illness, damage,

delay, inconvenience or injury to Traveler(s) as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than Travel Agency or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives or any third parties.

Travel Agency is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, force majeure, missed connections or any other condition beyond its control. Travel Agency is not liable for any loss due to Traveler's gambling and is not responsible for any purchases made while on the trip.

Travel Agency recommends that all Travelers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Travel Agency at the time of reservation upon initial booking so Travel Agency can contact the Suppliers to investigate amenities and/or special accommodations offered. Traveler is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Traveler be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Travelers whose mental or physical condition may interfere with the itinerary. Traveler(s) acknowledge and agree that Travel Agency shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

Travel Agency is making no undertaking, guarantee or warranty regarding the quality of a Supplier nor shall any be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Traveler(s) acknowledge and agree that Travel Agency shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall Travel Agency be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Traveler admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of Travelers and Baggage.

**LIMITATION OF LIABILITY:** Without limitation, Traveler(s) assume the risk of, and agree that Travel Agency is not liable for any damages or injury arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, travel restrictions including but not limited to restrictions related to COVID-19, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.



**MODIFICATION OF TERMS AND CONDITIONS:** The Terms and Conditions may be amended or modified by Travel Agency at any time without notice. It is therefore essential that You consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by You.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with Travel Agency. Without this acceptance any order is subject to cancellation at any time.

The failure of Travel Agency to act with respect to a breach of these Terms and Conditions by You, or others, does not waive its right to act with respect to subsequent or similar breaches. Travel Agency does not guarantee it will take action against all breaches of this these Terms and Conditions.