

## **Terms & Conditions for Exclusive Xscape Egypt**

**Reservations:** Reservations are made online. For information and questions, you can call us at 866-475-7023 or email us at [groups@atlastravelweb.com](mailto:groups@atlastravelweb.com)

**Identification:** Guests are required to make reservations in the full name that is listed on his/her government document they will use for travel. If you need to make any changes to a name after travel documents have been issued, traveler will be responsible for all names change fees, if applicable.

**Refunds:** All payments to Atlas Travel Center, Inc. are non-refundable and non-transferable. This is because Atlas Travel Center & KJ Events has contractual agreements with hotels, airlines and other vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make payments on your vacation rather than one bulk sum. If you purchase travel insurance and are cancelling for a covered reason, you may receive a refund of penalties from the insurance company provided you give them the required supporting documents such as a doctor's note.

**Passports and Visas:** Passengers are responsible for ensuring that they have the proper travel documents and MUST CHECK with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months beyond the dates of travel. Egypt requires a full blank page in the passport for stamping purposes. Any information provided pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements.

**Travel Protection:** Life can be unpredictable. Even the best-planned trips can be impacted by the unexpected. And that is why we recommend that you help protect yourself and your investment by purchasing Travel Protection. Travel Protection can help with medical coverage for illness or injury, trip cancellation and/or interruption, baggage loss, medical evacuation, and more. At any time before you complete Final Payment, you may choose to purchase Travel Protection. The protection plan premium is non-refundable after a 10-day review period. In addition, you must be medically able to travel at the time the premium is paid. For a summary of the plan details on coverages, benefits, limitations and exclusions, please call for an electronic brochure and complimentary quote.

**Documents:** Provided full payment is received no later than your Final Payment Due date, documents will be sent via email 21 days prior to the onset of services. If paper documents are requested when e-documents are available, documents will be delivered via FedEx approximately 14-21 days prior, and a fee of \$40 will apply. A complete street address is required (no PO boxes).

**PRICES:** Prices are per person based upon double occupancy. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food other than the table d'hote menu, passport and visa fees, insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, tour package prices and availability will change accordingly. In the case of humor or computer error, Atlas Travel Center, Inc. reserves the right to re-invoice for the correct price or service.

### **PAYMENT & CANCELLATION:**

**Deposit:** A deposit is due at the time of reservation. All deposits are non-refundable and non transferrable. All reservations (except where specified) will require a deposit and will be clearly noted the amount due as well as the payment plan that needs to be followed. We do not auto charge. Payments are made to your online profile or by calling our office.

**Payments:** Payments are to be made by the specified due dates on your confirmation.

**Late Payment:** Late payment fee of \$25 per person 3 business days after a missed payment deadline. Late payment of \$250 per person is charged if you miss the final payment date. At any point of missing payments, your reservation is

subject to cancellation with all monies paid being non-fundable. This is due to the several private events for this group that have strict payment deadlines

**Form of Payment:** All payments due are in US Dollars. We accept payment in form of major credit cards or debit cards. Third-party credit cards are not accepted.

**Cancellation:** Once a partial or full payment has been made, cancellations will only be accepted in writing. Cancellation terms & penalties will apply. Due to the fact that special events are being arranged over a year in advance, money is non-refundable as paid and non-transferable to another trip or another traveler.

#### **TRAVELERS NEEDING SPECIAL ASSISTANCE:**

In order to fully enjoy your Travel tour, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight, hearing or mobility impairments, are required to notify us prior to booking a tour. The tour company will review the tour requirements with you to determine the level of assistance you may need and to ensure that the trip you have selected is suitable for you. Please be aware that the Americans with Disabilities Act (ADA) is only applicable within the United States and facilities for disabled individuals are limited outside of US borders. Any participant requiring assistance must be accompanied by a companion who is capable of and fully responsible for providing the assistance. Alexander & Roberts, tour managers, guides, drivers or other tour, hotel, transfers, or ship personnel are not able to provide individual services such as assisting with walking, pushing a wheelchair or helping with getting off and on motor coaches, cruise ships and other vehicles. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour and as well as for their own personal safety and the safety of other participants. Tour company reserves the right to reject participation or remove any individual from a tour in the event that notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the responsibility of the passenger. All unused services are non-refundable. Escorted tours are fast paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. We can suggest touring options based upon specific requirements.

#### **Wheelchairs & Walkers:**

**International Tours:** Hotels, transportation providers, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators/lifts to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches, river cruises or other forms of transportation.

**Service Animals:** Service animals cannot be accommodated on international escorted tours. Passengers on USA escorted tours who require a service dog because of a disability should check with Alexander & Roberts prior to booking a tour.

**Airline Booking:** Atlas offers a choice of airlines and airfares for your convenience but is not responsible for the services and policies imposed by the airline selected. Airline schedules and flights are subject to change without notice. Airfare purchased via Alexander & Roberts is subject to each airline's terms and conditions. Airfare rules will apply to tours cancelled for any reason. Atlas is not required to refund airfare until refunded by the airline. Alexander & Roberts is not responsible for penalties incurred for tickets, international or domestic, not issued by Atlas Travel due to schedule and/or flight changes. Airline reservations completed online are subject to review and, should Alexander & Roberts deem it necessary, may be rebooked to match minimum connecting time requirements and/or tour package itineraries, in which case you will be notified immediately.

**Airline Contact Information:** Pursuant to TSA Secure Flight requirements, passengers are responsible to provide us with their full name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender,

address, phone number, email and redress or known traveler number (if available) for all passengers. Passengers must ensure that names are correctly listed on their invoice. Alexander & Roberts, Atlas Travel Center, Inc and KJ Events will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

**Airline Name Changes:** Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. Alexander & Roberts, Atlas Travel Center, Inc & KJ Events will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at [groups@atlastravelweb.com](mailto:groups@atlastravelweb.com)

**Airline Taxes & Surcharges:** If you purchased airfare, airline taxes and surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or increased surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre-departure documentation.

**Airline Tickets:** Once airfare is purchased, either at time of booking for Instant Purchase Airfare or at time of full payment for airline tickets will be issued. Tickets, once issued, are subject to prevailing airline assessed change or cancellation fees. Please note that some airlines do not accept all major credit cards for payment of Published Instant Purchase Airfare.

**Airline Seat Assignments:** As a courtesy service, airline seat assignments are requested on your behalf and, when available, are displayed in order of Passenger #1, #2 and so on. Assignments reflect the best available seats at the time of booking. Some airlines and/or fare types do not allow for pre-seating and require this be done at airport check-in only; in this case, the display shows "N/A". Seats are subject to change by your airline(s) including, for example, when there is a schedule change or equipment change after your initial booking; this may cause seat assignments to be changed or even cancelled. Some airlines offer preferred seating for an additional fee; these seats may only be purchased directly from the airline. You will need your family name and the 6-digit airline "Record Locator" which is displayed with the flight details on your reservation. In the event that you change seat assignments directly with your airline, changes will not be reflected on your invoice or documents. At the time that travel documents are issued, the currently assigned seats will be listed based on the assignments stored in your airline reservation at that time. Should you have questions regarding your assignments, please write to us at [groups@atlastravelweb.com](mailto:groups@atlastravelweb.com)

**Airline Frequent Flier Programs:** Passengers are responsible to contact their airline directly regarding mileage eligibility and accrual. Airline frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some discounted or promotional airfares as well as some code-share flights are not eligible for mileage accrual. We will be happy to provide your frequent flyer number to the airline, but the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades.

**Airline Schedule Changes:** In the event of an airline schedule change, we will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Atlas is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Atlas is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the

event of any change in flight itinerary made directly between passengers and their airline, it is the passenger's responsibility to advise us of amended flight details in writing at [groups@atlastavelweb.com](mailto:groups@atlastavelweb.com). Atlas Travel Center, Inc and KJ Events cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge. Travel insurance is strongly recommended.

**Airline Baggage:** Checked bags are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62"), and a maximum weight of 50 lbs (23kg). Smart Bags with a USB charging port, GPS tracking device and other high-tech features are prohibited as checked or carry-on baggage unless the bag is made with removable batteries and the batteries are removed and stored separately. Many airlines apply charges for checked bags including flights which begin and end within the USA. The most inexpensive airfare options commonly known as Basic Economy fares do not include any checked bags nor seat assignments before the day of departure. However, for some airlines, other airfare categories also do not include checked baggage. This will be clearly displayed in our airfare selection and on your invoice. Where available, we highly recommend selecting fares which include at least 1 piece of checked baggage. Atlas Travel is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. Checked baggage allowances displayed on reservation details and invoices reflect the applicable allowance at the time of booking but are subject to change by your airline(s). If your luggage is lost or damaged by the airlines, a baggage claim form MUST be filed with the carrier before leaving the airport.

**Hotel Accommodations:** All rooms are standard with king size or 2 double beds with private facilities, unless you have specifically requested and paid for an upgraded room category. Room selection in all cases, unless otherwise reserved, is strictly at the discretion of the hotel's management on a run-of-house basis. Special requests such as bed types, smoking preference and connecting rooms are subject to availability. Triple rooms consist of standard twin beds or one double bed plus a sofa/folding bed or cot for third person except in the U.S. and Canada, where triple rooms often consist of two double/queen beds for three persons; a fee may be charged by the hotel for the addition of a cot/rollaway. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most 4- and 5-star hotels, use of air-conditioning abroad differs greatly from the United States. Many European and Canadian hotels were built before central air conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are based on our agreements with suppliers and are not negotiable. Hotel check-in time is generally not before 4:00 p.m. and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late night flight is being used. If a day room is included in the itinerary, check-out will normally be 6:00 p.m. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

**Meals:** As specified in each itinerary, meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Dietary request and preferences should be provided at the time of booking or submitted in writing at least 72 hours prior to departure at [groups@atlastavelweb.com](mailto:groups@atlastavelweb.com). Although we cannot make any guarantees, every effort will be made to honor special dietary requests. Terminology for dietary requests can vary from country to country. Therefore, we recommend that you make your wishes known to your tour manager upon arrival, and at each hotel/restaurant.

**Transfers:** Transfers are provided as indicated for each tour by car, minibus, or motor coach provided airfare is purchased from us. If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, in most cases you will have the option to add transfer services to your reservation at an additional cost. Your arrival transfer is guaranteed for up to one hour from your scheduled arrival time in order to compensate for minor delays. Alexander & Roberts, or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable, and any additional expenses will be your responsibility. Our transfer drivers, while not employees of Atlas, are reliable and work year-round for our clients. They provide you

with a full welcome service, transfer you to the correct location and are prepared to answer your questions along your ride. Passengers comfortable hiring a taxi on their own and do not require assistance will save money.

**Sightseeing & Itinerary:** Escorted tours are operated by motor-vehicle, its size dictated by the number of participants. Alexander & Roberts tours have been designed to accommodate individuals as well as groups. The number of participants may vary during the tour, as Alexander & Roberts accommodates travelers arriving on different airlines and on different days of the week. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants. On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however Alexander & Roberts will decide based on the conditions whether to amend an itinerary. Alexander & Roberts itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

**English Language:** Escorted tours are conducted in English only and all Tour Managers, local guides and hosts speak English. All commentary and instructions will be provided in English only. For maximum enjoyment and understanding, you must be able to understand, read and speak English.

**Coach & Seat Rotation:** During COVID, tour companies impose mandatory coach seat rotation with no exception. Seat assignments are dictated by the Tour Manager. Depending on availability, single passengers may be seated next to another traveler. Some buses are equipped with toilet facility; however, they are strictly intended for emergency use only and often require the vehicle to stop for safety reasons before use. Persons requiring any assistance or who have any form of disability should refer to section "Travelers Needing Special Assistance".

**Optional Sightseeing Tours:** A limited selection of optional sightseeing tours are available for purchase at any time until one week prior to departure. Those associated with escorted and guided programs will be available for purchase locally based upon availability. Some optional tours require a minimum number of participants and may not be operated; in such cases, the tour company will attempt to notify you locally, and you will receive a full refund upon your return home. Optional tours may be conducted in more than one language. Optional tours are subject to standard cancellation terms including being fully non-refundable one week prior to departure.

**Group Harmony:** To ensure the desired group synergy, Alexander & Roberts, Atlas Travel Center Inc & KJ Events reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, (a) if it is reasonably believed that an individual is dangerous to others or to themselves; (b) has engaged in or threatening to engage in behavior that may adversely affect the safety, security, well-being or enjoyment of other individuals; (c) who are intoxicated and/or under the influence of drugs (d) who has failed or refused to follow Alexander & Roberts' rules and procedures or the instruction of Alexander & Roberts' employees or representatives. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the responsibility of the passenger. All unused services are non-refundable. Alexander & Roberts, shall be entitled to recover from the individual any cost or expenses incurred by Alexander & Roberts, or its representative in the removal of the individual.

## COVID-19 Waiver of Liability

In Spring 2020, the World Health Organization (WHO) declared the Novel Coronavirus (COVID-19) a worldwide pandemic. The Center for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing, wearing a mask or face covering and keeping at least 6 feet away from others. If contracted, this virus has the ability to cause the traveler serious and severe illness. For more information on the COVID-19 virus, please visit the CDC webpage at [www.cdc.gov](http://www.cdc.gov).

I understand and agree to the following:

1. COVID-19 is a highly contagious virus that can be spread via person-to-person contact.
2. After reasonable inquiry, Atlas Travel Center, Inc. provided me with the best available information regarding the pandemic-protective policies and practices of the vendors and suppliers in my travel itinerary.
3. Supplier(s) of Atlas Travel Center, Inc. may have policies in place to help prevent the spread of COVID-19. Atlas Travel Center, Inc. is not the drafter or holder of those policies and I understand that these policies can change at any time.
4. I understand that the supplier(s) may not apply those policies as diligently as the policies suggest and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate.
5. I understand that each state/country institutes their own pandemic protective policies and regulations. I further understand that I am responsible for knowing, understanding, and abiding by the pandemic protective policies and procedures regarding COVID-19 of all state(s)/ country(ies) listed in my travel itinerary, including any policy updates. I also understand that I may be denied entry into the country for reasons within or outside of my control.
6. I understand that by traveling, I can be subject to voluntary or involuntary quarantine either at home or in the traveled location(s).
7. I am responsible for knowing, understanding, and abiding by the pandemic protective policies and procedures regarding COVID-19 of all vendors used in my travel itinerary, including any policy updates.
8. With full awareness and appreciation of the risks involved, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release Atlas Travel Center, Inc. its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with Atlas Travel Center, Inc.
9. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of Atlas Travel Center, Inc., or the services of travel Atlas Travel Center, Inc. suppliers or vendors, specifically related to COVID-19.

**RELEASE FROM LIABILITY:** Atlas Travel Center, Inc. its shareholders, directors, officers, employees and affiliates, (collectively "Atlas Travel Center, Inc.") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Atlas Travel Center, Inc is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Atlas Travel Center, Inc is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any



transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Atlas Travel Center, Inc. In addition, I release Atlas Travel Center, Inc from its own negligence and assume all risk thereof.

**ASSUMPTION OF RISK:** I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Atlas Travel Center, Inc, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Atlas Travel Center, Inc and agree to hold harmless and release Atlas Travel Center, Inc from claims of third-party negligence. I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Atlas Travel Center, Inc or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent. Travel insurance is strongly recommended.

**Liability Disclaimer:** The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Atlas Travel Center, Inc. may make improvements or changes on this web site at any time. In no event shall Atlas Travel Center, Inc. be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this web site, or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this web site.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating or referring to this Agreement, the terms & conditions, website or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Florida law and will take place in Palm Beach Gardens, Fl. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionably, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury & agree not to dispute any charges with the credit card merchant.

**VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Atlas Travel Center, Inc website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Atlas Travel Center, Inc and agree of my own free will. By proceeding with my online reservation and making payment online, I agree to these Travel Terms & Conditions and Atlas Travel Center, Inc. Release from

Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

**PHOTOGRAPHIC RELEASE:** Atlas Travel Center, Inc & KJ Events may take photographs or video of its trips and trip participants grant Atlas Travel Center, Inc permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.