



BOOKING TERMS AND CONDITIONS, RELEASE, ASSUMPTION OF ALL RISKS AND BINDING ARBITRATION AGREEMENT

TRAVEL HONEY, INC., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, representatives and assigns (collectively TRAVEL HONEY) does not own or operate any entity which provides, or is to provide, goods or services for your trip including, for example, lodging facilities, transportation companies, food service or entertainment providers, equipment suppliers, operators of recreational, adventure or other activities (regardless of whether such activities are included as part of the TRAVEL HONEY trip itinerary), babysitters or daycare providers, etc. As a result, TRAVEL HONEY is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence in any manner on the part of TRAVEL HONEY including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion; acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; physical exertion for which I am not prepared, forces of nature, weather conditions, transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; terrorism or the threat thereof; criminal activity; bites from or dangers associated with wild or other animals, pests or insects; negligence or willful misconduct by third parties; financial default of any supplier; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof; stolen, lost, or misplaced luggage or property; and theft or break-ins into vans, lodging rooms or elsewhere. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.



I acknowledge that the cost of all TRAVEL HONEY trips is based upon trip participants executing this Release of Liability, Assumption of All Risks, and Binding Arbitration Agreement. I agree that this Agreement shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release TRAVEL HONEY from any and all liability to the maximum extent permitted by law.

MISCELLANEOUS MATTERS: I understand that TRAVEL HONEY reserves the right to take photographic or film records of any of its trips and hereby agree that TRAVEL HONEY may use any such photographic or film records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by TRAVEL HONEY.

TRAVEL HONEY reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

Some active elements have been incorporated into select itineraries. To enjoy the trips as intended, a minimum level of fitness is required. TRAVEL HONEY will require prior notice if any participant has any physical or other condition or disability that would prevent them from participating in active elements of any trip and/or could create a hazard to him or herself.

It is the guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All guests are advised to check with the appropriate government authority to determine the necessary documents. A valid passport is required for U.S. citizens travelling to all international destinations. Passports must be valid for six (6) months after the return of your journey and should also have sufficient blank visa pages for entry and exit stamps. Many destinations also require a visa for U.S. citizens. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their journey.

BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement 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) Massachusetts law and will take place in Boston, MA. Any party or their representative may appear for the arbitration by telephone or video conference. 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, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. By agreeing to these terms and conditions, I, as well TRAVEL HONEY, waive our right to a trial by jury.

BOOKING TERMS & CONDITIONS: If you cancel your reservation, your cancellation fee will be determined as follows: A full refund is available anytime before 30 days from the date of departure. For cancellations 30 days or less from the date of departure, we are unable to refund any amount. Travel insurance is not included in the price of the program. For your protection, we recommend that you purchase trip cancellation and travel accident protection.

KNOWING & VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramifications of this Agreement. Exceptions to this policy cannot be made for any reason, including but not limited to, weather, terrorism, civil unrest, personal, family or medical emergencies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Each adult traveler must sign this Agreement. We can only accept one signature per form. This contract is accepted by TRAVEL HONEY in Boston, MA, and cannot be changed in an oral communication.

Name: _____

Signature: _____

Date: _____

Please return the signed Agreement to support@travelhoney.com or my mail to: Travel Honey, 209 West Canton St., Apt 1, Boston, MA 02116.