



# TERMS AND CONDITIONS

## WHAT IS INCLUDED IN THE TRIP FEE?

Each trip is built custom based on the parameters provided by the Group Leader and outlined in the Group Agreement. Typically trips include: Some meals, activities, tour guides, instructor (if any) fees, lodging based on double occupancy, airport transfers and maybe air, but not always.

## WHAT IS NOT INCLUDED IN THE TRIP FEE?

Non-refundable Protection Plan fees; beverages with meals; some meals; laundry; excess baggage charges; optional excursions/activities; extensions; tips to tour manager, drivers and resort staff; expenses incurred during free time periods; transportation from participant's home to the airport of departure and back; any resort fees; additional taxes; airport taxes that are collected on the spot in certain airports; charges for departure taxes, airport fees, airline and federal security fees and ticket handling fees; any mandatory new or increased fees/taxes/fuel surcharge levied on airline tickets, hotels, transportation, land services or at ports of entry/exit. In the event that airlines alter their fee structure to include fees or surcharges as part of the base fee rather than as an add-on cost, Abundant Journeys reserves the right to adjust the trip fee, if any, accordingly.

## CUSTOM TOURS

Due to advance reservation fees, Abundant Journeys reserves the right to change the non-refundable portions of the trip fees. Penalties will depend purely on the refund policy of the local operators. Higher initial deposits may also be required in order to hold reservations and may be non-refundable in the event of a cancellation.

## REGISTRATION DEADLINES/WAITING LIST

Registrations are processed by Abundant Journeys upon receipt of a completed and signed registration form together with the appropriate payments. Abundant Journeys reserves the right to refuse any registration at its sole discretion or when contracted air or land space is full, or after ticketing deadlines. New registrations are only accepted according to the schedule outlined in the Group Agreement and published on the client mini-site, if any. Late registrations may be subject to additional air or land surcharges in addition to any relevant agency fees. If a registration is refused, a full refund will be made within 45 days of such refusal. Participants who are placed on a waiting list will receive notification within 45 days of registering from Abundant Journeys.

## PAYMENT PROCESSING

When you provide a check as payment, you authorize us, our processing agency or the supplier either to use information from the check to make a one-time electronic fund transfer from your account or to process the payment as a check, image or draft transaction. For inquiries, please contact us by any of the methods provided to the Group Leader.

## RETURNED CHECKS

Abundant Journeys will assess a \$50 Return Check Fee for each returned check. Our processing agency or suppliers have their own returned check charge fees.

## LATE FEES

Participants who fail to make the appropriate payments or meet payment deadlines will be subject to the late fees outlined in the Group Agreement.

## CREDIT CARD PROCESSING FEES

If Abundant Journeys accepts payments from clients on behalf of certain suppliers or for agency fees, then a four-percent (4%) fee will apply.

## CAN I CHANGE MY PASSPORT NAME?

Abundant Journeys will assess a \$75 Name Change Fee plus any additional airline charges to all registered participants who request a name correction or change after payment has been applied to the account. Suppliers will have their own stipulations with regard to name changes we must adhere to.

## DEPARTING FROM A DIFFERENT U.S. CITY

If air is included in the trip package, participants not originating from the same U.S. departure city as the main group will be required to pay a \$25 Alternate Gateway Fee and will not be guaranteed air routings with the main group. Depending upon their airport arrival time, these participants may not be met at their arrival airport and may have to make their own way to their first hotel. No allowance for the transfer value in the package will be granted in these instances.

## EXTENDING YOUR STAY

Please confirm the departure date and gateways of your trip with your group leader before making your own bookings, as these may be subject to change. In order to return independently from the group, participants must complete an Alternate Return Request Form, indicating a specific alternate return date and city. Abundant Journeys will charge participants a \$25 Alternate Return Fee and any additional airline charges if this option is selected. Each subsequent change will be \$15 plus applicable fees. Full flight and date details along with the Alternate Return Request Form must be received by Abundant Journeys at least 60 days prior to departure. No changes can be made within 30 days of departure. Otherwise, if participants wish to alter flight arrangements from scheduled program dates, they must plan to make their own domestic flight arrangements. All participants flying independently from the group must make their own ground transportation arrangements to and/or from their departure city and/or arrival airport. Neither Abundant Journeys, its processing agency, suppliers nor the group leader is responsible for the participant in any way. All changes must be submitted to Abundant Journeys in writing. The airline used is based on availability. Confirmation of special flight arrangements is subject to availability and will normally be made within 30 days of departure.

## BUYING YOUR OWN AIRLINE TICKET

As a standard practice, Abundant Journeys only includes air in a trip package at the request of the Group Leader. Participants will normally have to secure their own flight arrangements to connect with the group. If air is included in the trip package, then you will need to confirm with your Group Leader the correct departure date and gateways of your trip before making your own

bookings, as these may be subject to change. If applicable, travelers may choose to purchase only the land portion of trips, reference the trip itinerary for more details. They must make their own round trip travel arrangements and join the trip at the first hotel accommodation. Neither Abundant Journeys, its processing agency, suppliers nor the group leader is responsible for the participant in any way. If you elect this option, Abundant Journeys will register you accordingly. Participants who change from an included flight to their own transportation or vice versa less than 60 days prior to the scheduled departure date will be charged \$25 for each change. Abundant Journeys provides internal flights for participants who book their own arrival and departure flights if included on the itinerary. Notification of such change must be in writing. No change can be made within 30 days of departure.

## OPTIONAL EXCURSIONS, EXTRA DAYS, EXTENSIONS, AND SPECIAL REQUESTS

The Group Leader must relay to participants the minimum required participants to offer optional excursions (based on supplier requirement), extra days or extensions offered on selected trips as noted in the individual trip itineraries. The deadline to register and pay for all optional excursions, extra days and extensions is outlined in the Group Agreement and the trip itinerary as well as on the client mini-site, if any. Extra days, extensions or special requests are only available when noted in the trip itinerary. Cancellation or unavailability of optional excursions, extra days or extensions shall not entitle participants to cancel basic programs included in the trip. Once paid, optional excursions, extra days and extensions are not refundable. Extra days include: hotel accommodations, some meals, transfer to the airport and the services of a Tour Guide or an Abundant Journeys planner onsite during the trip. Abundant Journeys will note the offering of extra days in the trip itinerary.

## CHANGES IN ITINERARIES AND PROGRAM ASSIGNMENT

Abundant Journeys or its suppliers reserves the right to make changes in fees, departure dates, departure cities, itinerary sequence, trip direction, airlines, hotels, optional excursions, or activities. On certain dates, especially holidays, some attractions or activities may be closed. Abundant Journeys or its suppliers reserve the right to substitute attractions or activities. Such changes are not grounds for withdrawal with full refund except as noted in the trip itinerary. Abundant Journeys or its suppliers may cancel a trip due to insufficient participation, unforeseen operational difficulties, lack of projected availability or any other reasons. If a trip is cancelled by Abundant Journeys, a full refund will be made within 45 days from the supplier. This is Abundant Journeys sole liability. If a supplier cancelled a trip, we must adhere to the supplier policies. If the group leader cancels, he or she will be responsible for refunding any participants in addition to paying any cancellation fees as outlined in the group agreement. Abundant Journeys is absolved of any obligation in the event the group leader cancels the trip.

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## FINALIZING DEPARTURE DATES

Abundant Journeys or its suppliers reserve the right to reassign participants to another departure date. Abundant Journeys will notify Group Leader(s) of their exact day of departure, who will in turn be responsible for informing participants.

## DEPARTURE INFORMATION

JFK, LaGuardia and Newark airports are used interchangeably for New York departures. Dulles and National airports are used interchangeably for Washington D.C. departures. Dallas-Fort Worth and Dallas Love Field are used interchangeably for Dallas departures. Abundant Journeys reserves the right to use alternate airports in a city at its own discretion. Participants who change departure gateways between 60 and 30 days of departure will be charged a minimum of \$25. Notification of such change must be in writing. Changes cannot be made within 30 days of departure.

## DOMESTIC FLIGHTS

Abundant Journeys attempts to utilize regularly scheduled flights. Equipment, routing and itinerary for particular flights may be modified by the direct air carrier or by Abundant Journeys or its suppliers. Single plane service is not guaranteed; alternative aircraft of any carrier may be substituted at any time, and aircraft may make additional stops. Such changes will not create a right to cancellation or refund. On occasion, nearby airports may serve as alternates for each other. Abundant Journeys is not responsible for flight delays, missed connecting flights, long layovers or any expenses related to such delays.

## TICKETS AND FINAL DETAILS

The specific flight itinerary is typically made available at least 30 days prior to departure. Airline tickets will be provided at this time only if full payment and the signed release from all participants have been received.

## LUGGAGE

Airline and transportation restrictions may limit the amount, size and weight of luggage you may bring on the trip. Airline baggage fees may apply. Luggage travels at the risk of the participant, and Abundant Journeys is not responsible for any delay of, loss or damage to it or its contents. Airlines are strictly adhering to their policy of one carry-on bag. Please check with the air carrier directly for their specific baggage liability limitation. Airlines are not responsible for any act or event during the time the participants are not on board their planes or conveyances. The participant's contract in use by the airline, when issued, shall constitute the sole contract between the airline and the participant. Any and/or all transportation companies included in the trip shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers.

## TOUR MANAGERS

Abundant Journeys groups are generally accompanied by a Tour Guide. At times, an Abundant Journeys Planner may accompany the trip.

## GROUP SIZE

The Group Agreement will outline the minimum required to proceed with the trip. Abundant Journeys or its suppliers reserves the right to charge a surcharge in the event the original projected participant numbers which were provided by the Group Leader and upon which the itinerary's costing was based are not attained. It is at the group's discretion whether to accept the surcharge or possibly transfer to another trip as suggested by Abundant Journeys. If an alternate trip is not accepted or chosen, any and all penalties as outlined herein and on the group agreement will be due.

## FITNESS & SPORTS TOURS

Abundant Journeys will try its best to reschedule outdoor fitness and sports tours cancelled due to inclement weather, but cannot guarantee it will be possible. Due to advance reservation fees at some fitness facilities, golf courses, and the like Abundant Journeys reserves the right to modify the non-refundable trip deposit. Penalties will depend purely on the refund policy of the facility in question. Higher initial deposits may also be required in order to hold certain scheduled times or reservations and may be non-refundable in the event of cancellation.

## ADDITIONAL INFORMATION

Protection Plan offering will be emailed directly from the insurance carrier upon depositing and submitting the appropriate forms for the trip. Notwithstanding any other provision of these Terms & Conditions, you acknowledge and agree that Abundant Journeys, its processing agency, affiliates, directors, officers, employees or the group leader, suppliers, including any person or entity employed or utilized by Abundant Journeys or its suppliers in any foreign country cannot be responsible for any injury, loss, damage, accident, delay or expense resulting from events beyond its control, including, without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from Abundant Journeys' selection of, or from any act or omission by, any supplier, bus or car rental agency, steam-ship, airline, railroad, taxi or tour service, hotel, restaurant, or other firm, agency, company or individual. Although Abundant Journeys may endeavor to work with clients to minimize any losses, delays or expenses resulting from any such event, Abundant Journeys does not guarantee any right to a refund, travel credit, or postponement of travel, except to the extent provided under the Protection Plan in which you may participate. Please note that the descriptions in any preliminary itineraries are only drafts and not final. Your actual itinerary may be reversed or may vary slightly based on unforeseen circumstances. The final itinerary, which your Group Leader receives shortly before departure, constitutes the trip which will be provided by the suppliers with the exception of any unforeseen circumstances. No warranties, terms or conditions apply to any trip unless expressly stated in the Group Agreement or expressly stated in writing and signed by Abundant

Journeys or its suppliers.

## FINANCIAL SECURITY

Abundant Journeys is affiliated with Cruises & Tours Unlimited CST#2090937-50 and shares the coverage available under their Master Insurance Policy with other affiliates. In the unlikely event of Abundant Journeys bankruptcy, insolvency or cessation of business, you should understand that the shared insurance policy may be sufficient to provide only a partial recovery of the agency payments received by Abundant Journeys. Abundant Journeys is only responsible for agency fees. Abundant Journeys does not typically process supplier payments in-house. Any and all supplier payments are typically processed directly by the supplier and on occasion by Abundant Journeys processing agency, Cruises & Tours Unlimited. The suppliers are responsible for fees Abundant Journeys directly remits on behalf of participants to them.

## SPECIAL PROVISION

Traveling will often require the ability to walk distances, navigate stairs and transport luggage. Travelers should anticipate encountering natural and architectural barriers which Abundant Journeys and its suppliers cannot and does not control.

Special meals and/or medical supervision cannot be provided unless specifically outlined in the trip itinerary. Porterage is not included unless specifically listed in the trip itinerary.

Abundant Journeys offers and provides services on a fair and non-discriminatory basis, without consideration of any factor or characteristic prohibited by law and with equal opportunity for all applicants and participants. Abundant Journeys complies with all laws prohibiting discrimination.



# ABUNDANT JOURNEYS RELEASE

1. I, as signed on the registration form, , a registrant for a trip put together by Abundant Journeys using their suppliers and processing agency, hereby acknowledge that I have read and agree to the Abundant Journeys Terms and Conditions and my itinerary description, as well as those provisions contained in the Release below, and acknowledge that they form part of my agreement with Abundant Journeys including sections concerning responsibility, refunds and changes in dates, cities, hotels and prices.
2. I voluntarily consent to participate in all activities provided and/or organized by Abundant Journeys through its processing agency and suppliers (including the possibility of biking, horseback riding, water-based activities and other activity), and I hereby assume all risks of loss and injury that may be incurred, directly or indirectly as a result of my participation in all activities provided and/ or organized by Abundant Journeys through its processing agency and suppliers. I understand Abundant Journeys will not be responsible for professional care and treatment for me in case of a medical emergency nor its processing agency and suppliers. I agree that if I become ill or incapacitated, Abundant Journeys' suppliers may, without incurring any liability, take such actions as it considers necessary under the circumstances, including securing medical treatment for me and transporting me to the nearest hospital all at my own expense. I agree to release Abundant Journeys and its suppliers from any liability for the quality and timeliness of any such medical care received or for any expenses incurred. I understand that the option to purchase travel insurance will be provided to me to assist me in such instances as mentioned herein. I understand that Abundant Journeys or its suppliers cannot accept responsibility for travelers for any reason. Each traveler must be competent enough to be responsible for themselves at all times.
3. I will indemnify Abundant Journeys, its processing agency, affiliates, agents, directors, employees, and my group leader, suppliers and hold them harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on this trip.
4. I understand it is my responsibility to meet the Group Leader accompanying me on a trip and satisfy myself as to the appropriateness of the Group Leader to lead this trip and I will inform the Group Leader of any special requirements for me.
5. I understand that Abundant Journeys reserves the right to reassign participants to a replacement Group Leader should the original Group Leader not participate in the trip for any reason, unless this is a Friends & Family Group.
6. I understand that the air carriers' liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility during such time that I am not on board their aircraft.
7. I understand that future Abundant Journeys advertising and publicity material may include statements made by participants, or their photographs/video footage. I consent to such use of my content, comments or photographic/video likenesses.
8. I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that I will be provided the opportunity to purchase insurance for my benefit that may or may not include limited health, accident and life insurance in the event of injury or illness while on the trip, as well as limited trip cancellation or interruption insurance if I fail to participate or am delayed in connection with any portion of the trip as a result of certain specified actions or events. I acknowledge that I accept the full description and limitation of the coverage, if I purchase it, that appears in the protection policy, a copy of which is available from the insurance company. I understand my financial obligation may increase should I decide not to purchase the protection plan.
9. I hereby waive and release Abundant Journeys, its processing agency, affiliates, agents, directors, officers, and employees and my group leader, suppliers, including any person or entity employed or utilized by Abundant Journeys or suppliers in any foreign country, from all claims arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from Abundant Journeys' selection of, or from any act or omission by, any supplier, bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, or other firm, agency, company or individual.
10. I understand that Abundant Journeys' and its suppliers reserves the right to make changes to the trip and in trip costs as described in the trip itinerary, Group Agreement and supplier description without liability for refund.
11. I understand this is a domestic trip. If any portion of the trip is outside of the U.S., whether I am or am not a U.S. citizen, I understand it is my sole responsibility to obtain, in advance, any visas, passport, and other documents which may be required to enter or connect through all the countries on my itinerary and to re-enter the United States. If I have a passport from a country other than the U.S., I must contact the local consular offices of the countries I will be visiting to obtain the necessary visas. Such visas are not obtainable on the spot overseas. Whether I am a U.S. citizen or not, Abundant Journeys, its processing agency and suppliers will be held harmless in the event I am unable to obtain the necessary documents for participation in the trip. I understand that inability to obtain these visas and other documents does not constitute grounds for withdrawal with full refund; the standard refund policy will apply.
12. I understand that Abundant Journeys' suppliers typically provides without charge a re- routed itinerary if: 1) The U.S. Department of State states there has been a terrorist attack against U.S. interests and 2) the U.S. Department of State issues an official Travel Warning that Americans should not travel to any country visited on the itinerary and 3) the official Travel Warning is issued or in effect within a specified period prior to departure. Only the supplier can determine the specified period. In such situations, if Abundant Journeys' suppliers in their sole judgment decide to operate its program, I may withdraw and receive from the supplier, under my protection coverage, if purchased, a full or partial refund pursuant to the travel insurance coverage policy. I understand Abundant Journeys is not responsible for any portion of my refund in the event I cancel. Furthermore, I understand if I do not purchase travel insurance, the supplier terms will be my only recourse which could mean zero refund and possibly cancellation fees, cost to return home and other expenses.
13. I acknowledge acceptance of the terms of the refund policy as outlined by each supplier during the trip. I further acknowledge that any agency fees paid to Abundant Journeys are non-refundable except in the event Abundant Journeys shall cancel the trip minus a processing fee of five-percent (5%) of the total agency fees.
14. I understand that Group Leaders may receive certain benefits for leading a group as outlined in the Group Agreement. I understand that Assistant Leaders and Companions may receive benefits based on the qualifications as outlined in the Group Agreement.
15. I agree to hold Abundant Journeys harmless from any grievances I may incur against the Group Leader or any of Abundant Journeys' suppliers, for any reason. Each person or entity is responsible for their own actions.
16. I agree that any dispute with Abundant Journeys will be submitted first by cordial communications directly to Abundant Journeys to amicably resolve any issues, then by mediation in Collin County, Texas and as a last resort to binding arbitration, to be conducted substantially in accordance with the rules of the American Arbitration Association. Unless Abundant Journeys moves to another location, the arbitration shall be conducted in Collin County, Texas. I agree that if I do not substantially prevail in the arbitration, I will be responsible for Abundant Journeys' expenses, including lawyers' fees participating in the arbitration. The decision of the arbitrator shall be final. I understand that by signing the Group Agreement as Group Leader and Registration form for non-Group Leaders, I am giving up my right to have any claim against Abundant Journeys decided in court before a judge or jury.
17. This agreement will be effective when my application is accepted by Abundant Journeys and shall be governed by the laws of the State of Texas. This agreement cannot be modified except in writing by Abundant Journeys.