

TERMS & CONDITIONS

Urban Bourbon Tour w/ Eric Wood

July 18-22, 2022

TERMS & CONDITIONS

IE LLC (DBA, Legends Abroad) (hereinafter "IE", "We", "Us") specializes in curating and hosting one-of-a-kind experiences for groups and individuals (hereinafter "you" "traveler"). Please read and understand the terms and conditions of booking set out below, as they affect your legal rights and responsibilities.

RESPONSIBILITY

By booking a trip with us you are deemed to have agreed to the following Terms and Conditions including all brochures, documents, correspondence and the terms and conditions of our suppliers, and your booking will be accepted by us on this basis. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (raising any questions you may have with us). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the terms of this contract and agree with it. Any violation of any such Terms and Conditions by you may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms and Conditions with all travelers in their group.

COVID 19 RELEASE OF LIABILITY

By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling that cannot be controlled or eliminated by IE.

You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or canceled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination or proof of a negative test. Upon return home additional requirements and/or testing may apply. You are responsible for understanding these requirements and must not rely on IE to provide these details. You

understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms and COVID-19 Cancellation below.

You agree that due to uncertainty caused by COVID 19, IE has strongly encouraged the purchase of travel protection coverage including cancellation for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, IE shall not be liable to any losses whatsoever arising. You assume the risk that travel insurance may not cover COVID-19 related claims.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasors), HEREBY RELEASE, AND HOLD HARMLESS IE LLC (DBA, Legends Abroad), its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

TRIP COSTS

Dates, itineraries, and prices for this program are valid only for the Urban Bourbon Tour, July 18-22, 2022. The price of your itinerary will be based on known costs at the date of issue of the itinerary.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, either from changes by our suppliers, dues, or taxes payable locally, currency fluctuations and government action, until we receive your final payment.

ELIGIBILITY

All travelers under the age of 18 must be accompanied by a legal parent or guardian for the entire length of the trip.

SINGLE OCCUPANCY ACCOMMODATIONS

A limited number of single rooms are available at an extra cost on a first-come, first-served basis.

PAYMENTS

A nonrefundable deposit of \$1,400 per person is required to secure your spot and will be applied towards your final invoice. Final payment is due 30 Days prior to departure and can be

paid by check, wire transfer, or credit card. Payment after this date may result in your space being lost to another traveler. For bookings made within 30 days prior to departure, full payment is due immediately. More flexible payment timelines can be made available as necessary - please write to reservation@legendsabroad.com to inquire about a customized payment timeline.

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. IE retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy regarding the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of IE or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

CANCELLATIONS

All cancellations must be received in writing to IE LLC (DBA, Legends Abroad) to reservations@legendsabroad.com and will be effective upon date of receipt. Per-person refunds are as follows:

- 30 days prior to departure: 100% of the deposit amount
- From 180 to 31 days prior to departure, 50% of total trip cost.
- 30 days prior to departure, 100% of total trip cost

There will not be refunds for any unused portion of a travel booking. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

TRAVEL INSURANCE

We strongly recommend the purchase of trip cancellation insurance and baggage insurance, which can help protect you in the event of the loss of a non-refundable trip deposit and payments that result from cancellation or trip interruption due to injury, illness (including Covid-19), or accident before or during the trip. IE LLC (DBA, Legends Abroad) trips include Emergency Medical Evacuation insurance as part of the trip price. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. IE LLC (DBA, Legends Abroad) trips include Emergency Medical Evacuation insurance as part of the trip price. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

ITINERARY OR TRIP MODIFICATION

While we endeavor to operate all trips as described, we reserve the right to change the trip itinerary. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities, and mode of transport may be subject to alteration without prior notice due to local circumstances or events. These changes will not be considered a material change and will not be considered cause for cancellation by the guest.

OPTIONAL ACTIVITIES

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

HEALTH

Travelers should be in good mental and physical health in order to fully participate in this trip. By registering and submitting a deposit for this trip, you are certifying that you do not have any physical or mental conditions or disabilities that could create a hazard for other travelers or jeopardize the operation of the trip itself. For the safety of our travelers, IE reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion. Any pre-existing medical conditions which may affect your ability to participate in the trip or require special attention must be received in writing by the time of final payment (or once the condition has manifested itself). Travelers voluntarily assume full and sole responsibility for all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

DOCUMENTATION

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, vaccinations, and all other documents required by applicable government regulations in the destination visited. Non-USA citizens may require additional documentation. IE LLC (DBA, Legends Abroad) is not liable for any costs or expenses arising from a traveler not being able to visit a destination while on tour. Further, it is the traveler's responsibility to acquaint

themselves with all current relevant travel warnings, advisories, and requirements, and be aware of all requirements for admittance to a country or state. Should you choose to travel to a country that has been issued a travel warning or advisory, IE will not be liable for damages or losses that result from travel to such destinations. For up to date requirements and travel guidelines, US citizens should visit www.travel.state.gov. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing travelers to miss flight(s), and subsequent scheduled travel bookings tours. IE bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

PHOTOS AND MARKETING

IE LLC (DBA, Legends Abroad), and their affiliates reserve the right to record, photograph, or film participants for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

PRIVACY POLICY

Any personal information that is collected may be used only for the safe and effective operation of the trip. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy.

CANCELLATION BY IE

IE LLC (DBA, Legends Abroad) reserves the right to cancel or reschedule any departure for any reason. If we cancel, except in the case of a force majeure event, we will offer alternate arrangements. We may at our sole discretion offer new tour dates, travel vouchers or refunds in accordance with the cancellation schedule above. Any extra expenses incurred in this situation are the responsibility of the traveler.

SPECIAL NOTE ON CANCELLATION DUE TO COVID-19:

We understand that travelers are wary of booking arrangements because of uncertainty surrounding COVID-19. If authorities deem it unsafe to travel, we will cancel the trip before departure as safety is always our number one priority. In the event of trip cancellation on our end due to COVID-19, we will work with our supplier to provide a refund to you. Any refunds will be provided as we receive refunds from our suppliers. Should a supplier fail to provide a refund we will have no liability to provide a refund for that portion of the trip.

FORCE MAJEURE

Safety is the most important priority of our travelers and team. IE assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other Force Majeure condition, including, without limitation: natural disasters, riots or civil

commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by IE that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to Force Majeure we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by IE. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

DISPUTE RESOLUTION

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to us within 30 days of the end of the tour.

IE LLC (DBA, Legends Abroad) is a US-based tour operator and any and all claims, complaints, or disputes, must be undergone in the jurisdiction of the United States. The laws of Washington, DC, USA govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Washington, DC. **You agree that you will only bring claims against IE LLC (DBA, Legends Abroad) in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.** IE LLC (DBA, Legends Abroad) shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against IE LLC (DBA, Legends Abroad) unless you have first provided a typewritten notice of claim to IE LLC (DBA, Legends Abroad) within 30 days after the trip or cancellation of the trip.**

ACCEPTANCE OF RISK

You acknowledge that the nature of the trip is adventurous, and participation involves a degree of personal risk. In order to partake of the enjoyment and excitement of this trip, travelers are willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. from: incidents on board the vessel including, slips, and falls, being thrown overboard or other injuries due to your own negligence or from the movement of the ship, weather conditions at sea including squalls, arctic cyclones, water spouts, encounter with ice floats, icebergs, or growlers. Accidents at sea which may require evacuation from the vessel; Injuries during land expeditions including slips and falls due to ice or obstructions on trails, improper use of equipment, failure of equipment whether from your own negligence or the negligence of others including employees and/or agents of IE LLC (DBA, Legends Abroad), encounters with or attacks by marine life, animals and/or insects; exposure

to plant life; criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; and acknowledgement that such exposure may lead to hypothermia and death; your own negligence and/or the negligence of others, including tour guides, other travelers, IE LLC (DBA, Legends Abroad) and its employees, agents and/or representatives; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release IE LLC (DBA, Legends Abroad) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of IE LLC (DBA, Legends Abroad) and traveler hereby covenant not to sue IE LLC (DBA, Legends Abroad) for any such claims or join any lawsuit or action that is suing IE LLC (DBA, Legends Abroad). This agreement also binds your heirs, legal representatives, and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

LIMITATION OF LIABILITY

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agents for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- Any liability for any loss, death, injury, or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded.
- You release us and our officers, employees, agents, and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip.
- Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive, or exemplary damages.

IE and their employees, shareholders, affiliates, officers, directors, successors, agents and assigns neither own nor operate any entity which is to, or does, provide goods or services for your trip including, for example, lodging facilities, airlines, vessels, vehicles, or other transportation companies, guides, or guide services, local ground operators, providers or organizers of optional excursions, food services providers, etc. All such persons and entities are independent contractors and not affiliated with IE in any way. IE makes these travel arrangements under the express condition that IE is not liable for any negligent or willful act or failure to act of any such person or entity of any third party. In addition and without limitation, IE is not responsible for any injury, loss, death, inconvenience, delay, expense, irregularity or damage to person or property in connection with the provision of any goods or services, by any company or individual engaged in providing those services. Each of these passenger conveyance companies, tour companies, hotels, restaurants, guides, etc. is subject to the laws of the state or country where the services are provided.

INDEMNIFICATION

Traveler agrees to and shall indemnify and hold harmless IE LLC (DBA, Legends Abroad), and each of our officers, directors, employees and agents (collectively "IE"), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by IE (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

SEVERABILITY

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

CHANGES TO THESE TERMS AND CONDITIONS

IE reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Upon making changes, we will notify you via the email address you provide to us at booking. The current terms will apply to your booking. You must therefore be familiar with the terms in effect at the time you book. Your continued use of our services including continuing to use or maintain any bookings after notice of any changes to the terms and conditions constitutes your consent to the changes.