

## Customer Agreement

This Customer Agreement and the included attachments ("Agreement") is made between the Tour Operator (as described below) and the Traveler (herein referred to as "Customer", "Participant", "I", "you", or "your"). After reading this entire customer agreement, you must indicate your acceptance of the terms and conditions set forth in this agreement by clicking the appropriate box online or sending a signed copy to our office by mail or fax (781.245.0687) for your reservation to be complete.

**Tour Operator:** All packages and related components have been arranged by the Tour Operator GO BLUE TOURS ("GBT"), a Massachusetts Limited Liability Company located at 301 North Ave, Wakefield, MA 01880. GBT is responsible for making travel arrangements through independent vendors and suppliers and does not own or operate any airline, hotel, establishment, transportation, insurance, tour, or event company or provider that may be included in its package offerings. GBT is not responsible for the individual actions, rules and regulations of these independent vendors and suppliers.

**Reservations and Payments:** Reservations and payments may be made by accessing your account online or by phone at 1-855-224-6258. The non-refundable per person deposit amount described in brochure/flier/invoice/website/confirmation is required by due date in order to secure reservation. Deposits, periodic and final payments are due in our office by the due date associated therewith. Payment due dates vary according to your Vacation Package and chosen payment plan. Please refer to your invoice for exact payment due dates or contact our office. Failure to make on-time payments may result in cancellation of reservation, loss of first choice hotel, flight, transportation type, reservation suspension, assessment of a late payment fee or reinstatement fee, and/or removal of all price discounts/adjustments and booking incentives previously applied to your account. Payments may be made by Visa, MasterCard, or Discover credit/debit card on our secure website or by phone and cardholder must agree to the terms and conditions contained herein. Personal checks will be accepted, although reservation is not considered complete and tickets will not be issued until check has cleared and monies have been received from issuing bank.

**Credit Cards:** GBT accepts Visa, MasterCard, American Express and Discover credit/debit cards. You may make payments by credit card by accessing your account online or by calling our office. **Customers paying by credit card must agree to these terms and conditions contained herein and, by doing so, have agreed to waive all credit card chargeback rights.**

**Package Inclusions:** All package inclusions are listed on your invoice and are subject to terms and conditions contained herein. Air and coach transportation providers, hotel accommodations, and events and locations are subject to change. In the event of a hotel change, equal or upgraded accommodations will be provided.

**Changes to Reservation:** Any change made to a reservation, once payment has been received, must be requested in writing by emailing [changes@goblueetours.com](mailto:changes@goblueetours.com). In most circumstances, GBT is subject to the rules and fees of third party vendors and suppliers and therefore change requests are not guaranteed. If the requested change is possible, any fees incurred by the vendor or supplier, as well as an administration fee will be added to the reservation.

**Cancellation and Refund Policy:** In the event that the traveler wishes to cancel his/her reservation, requests must be made in writing by email to [changes@goblueetours.com](mailto:changes@goblueetours.com). No oral or voicemail cancellations or changes will be accepted by GBT.

The following cancellation/refund policy will be followed:

## **All deposits and payments are Non-Refundable**

### **Travel Protection Insurance Plan:**

Go Blue Tours will purchase a Post Departure Travel Protection Plan on behalf of all customers. By choosing to offer travel insurance, Go Blue Tours is providing you a financial safety net for most unforeseen travel inconveniences. This Post Departure Travel Protection Plan has been created to suit most any traveler's coverage needs like: Accident & Sickness Medical Expense, Emergency Medical Transportation, Baggage Loss/damage, Travel Delay, Travel Accident

### **Protect your travel investment with Cancellation Protection**

GBT strongly recommends the purchase of the separately available travel protection plan to provide protection to travelers in the event of certain types of trip cancellation and trip interruption. If you need to cancel your trip, you will not receive any refund from Go Blue Tours. If you want to be reimbursed for any cancelled travel you should purchase, at the time of booking only, our optional **Cancel For Any Reason (CFAR) plan**. This optional CFAR policy reimburse 75% of what you pay Go Blue Tours (excluding the price of the insurance) if you need to cancel up to 48 hours prior to the trip.

CFAR is not available for residents of NY, however you can purchase our the optional Trip Cancellation policy. This optional policy would provide a refund of 100% of what you pay Go Blue Tours (excluding the price of the insurance) if you need to cancel up to 48 hours prior to the trip due to sickness, death, fire, flood, weather delays over 18 hours, terrorist incident, and a few other reasons.

According to the terms of the policies, this insurance is made available to you ONLY at the first stage of payment and you can accept and add it to your account. The policy will be purchased through Travel Insured, Go Blue Tours Agency #: 52946 -

1-800-243-3174 <https://www.travelinsured.com/> For more specific details regarding the coverages and your rights and responsibilities under each of the policies please refer to the website above.

**Refunds:** FOR US STUDENTS YOUR REFUND OPTIONS ARE LIMITED TO CLAIMS AGAINST THE TRAVEL INSURANCE POLICY INCLUDED WITH YOUR TRAVEL PACKAGE.

All requests for refunds for US Students must be made as claims under the travel insurance directly to the insurance company. For those travelers that without travel insurance as mentioned above **Cancellation and Refund Policy; All deposits and payments are NON-REFUNDABLE.** GBT strongly recommends the purchase of available travel protection plan to provide protection to travelers in the event of certain types of trip cancellation and trip interruption.

**Special Circumstances / Custom Bookings:** At times, there may be a non-refundable deposit required by a vendor/supplier to guarantee a reservation. If such a non-refundable deposit was paid by GBT to any supplier, this amount will be deducted from any refund due.

**Cancellation of Confirmed Airfares:** Most airlines require a non-refundable payment in full equal to the published airfare at the time of booking to secure best available schedule and fare. No cash refunds will be issued by GBT for air cancellations. Each airline's cancellation policies, restrictions, and conditions vary, so please check with the air carrier's directly for information on available credit towards a future air ticket.

**Proof of Citizenship Required for Travel:** ALL NAMES MUST BE AS THEY APPEAR ON YOUR PASSPORT (first and last names only). All travelers are required to provide proper identification for air travel and/or customs and immigration. US citizens must have a valid passport for travel outside the United States. Expired travel documents and proof of citizenship are never acceptable. Non-US citizens must consult their consulate for ID or visa requirements. IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN PROPER IDENTIFICATION/PROOF OF CITIZENSHIP AND/OR ANY TRAVEL VISA FOR TRAVEL OUTSIDE THE US. Minors traveling outside the United States must carry a notarized consent to minor's travel signed by all parents with legal custody. Passengers who are denied boarding or entry for improper documentation may not be eligible for a travel insurance reimbursement or GBT refund of any amount. Visit

www.travel.state.gov for information pertaining to required documentation for International travel or call (202) 647-4000.

**Air Transportation:** Fuel-related fees charged by individual airlines and government departure taxes/fees are subject to change at any time and beyond the control of GBT. Changes to these charges are passed to the tour Participant and are subject to change at any time. Any change in these fees will be adjusted accordingly on your account no later than 10 days prior to departure and, in the event of an increase, must be paid in full prior to departure regardless of whether account was previously paid in full.

**Hotel Accommodations:** All hotel accommodations have been arranged by GBT. Hotels may vary by destination, city, and week of travel. GBT reserves the right to substitute hotel accommodations of similar quality at any time as long as the substituted accommodations are in the same city and destination and with the same arrival/departure schedule. Check-in/check-out times, amenities, and hotel policies vary by hotel. Occupancy for all travel packages is typically quad (4 person) occupancy per room unless specifically stated otherwise in writing in your travel package. Additional fees for less than maximum occupancy will be the responsibility of the Participant if the Participant requests reduced occupancy in writing from GBT and said reduction is confirmed in writing by GBT. GBT reserves the right to assign other tour participants to share your room to meet the quad occupancy requirement. Bedding selections are not guaranteed by the hotels and therefore cannot be guaranteed to Participants by GBT. Hotel rules govern the bed configuration provided at the time of check-in.

**Transportation:** The type of transportation provided by GBT varies by package type, week of travel, group size, and individual preferences. Please check your invoice for details. Private transfers are used for escorted tours when possible, but scheduled service routes may be utilized at times for small groups. In the event that you miss the scheduled departure for any event or transfer, it is your responsibility to arrange transportation to the next arrival/departure point to rejoin the scheduled tour/itinerary. No refunds will be issued for missed transportation. Chauffeured and self-drive packages require specific custom requests to be determined and agreed upon by you and GBT prior to confirming the reservation. It is understood that GBT reserves these services through other suppliers and is not responsible for additional standard fees applied by the supplier, or fees that may be charged due to a change in the original reservation or itinerary.

**Optional Tours and Excursions:** GBT has made arrangements with various suppliers in each destination to offer a variety of optional tours and excursions, in which coupons/vouchers/tickets will be given to you upon purchase. It is your sole responsibility to retain all coupons/vouchers/tickets. No refunds will be given for lost, stolen, or unused coupons/vouchers/tickets.

**Unused Tour Arrangements:** No refunds or credits will be provided to Participant by GBT for any unused accommodations, flights, services, or other package features unless agreed to in writing by both parties. Separate travel Insurance is available from Travel Insured and may, in accordance with its terms, cover trip interruption due to certain medical, family emergencies or other unanticipated events. See Plan for details and section above regarding Travel Insurance. GBT strongly recommends travelers purchase optional travel insurance.

**Tour Cancellation by GBT:** GBT reserves the right to cancel any tour at any time. In the unlikely event that a cancellation of the scheduled tour becomes necessary and is instigated by GBT, GBT will notify the Participant at the earliest possible time and will provide an alternative option at no additional charge. If the alternative option is not accepted by the Participant, GBT will provide a full refund of all monies paid to GBT, provided the option is declined in writing within 7 days of receipt of cancellation notification. GBT is not responsible for cancellations due to circumstances beyond GBT's control, or force majeure (including or similar to political/civil unrest, war or threat of war, riots, closure of airports, or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, sickness, breakdown, customs regulations, strikes, hotel overbooking, or adverse weather conditions). If GBT changes any travel package, GBT will refund any decreased value of the travel package from the original package as its sole reimbursement to Participant for the travel change.

**Hotel Security Deposits / Incidental Charges:** Hotel policies vary by hotel regarding refundable security deposits and incidental charges. Hotels reserve the right to collect deposits up to \$150

per person for incidental room charges and additional housekeeping charges which may be incurred during Participant's stay. Participants are responsible for making all such deposits upon check-in and shall be responsible for all additional charges incurred.

**Participant Code of Conduct:** Participant agrees and covenants to conduct themselves in an appropriate manner in conformance with all local and international laws and rules and regulations of applicable independent vendors associated with their travel package. GBT, in its own sole discretion, reserves the right to remove any Participant that violates any law, foreign or domestic, is disruptive to the tour group or threatens to harm themselves or others. GBT will assume no responsibility for the travel accommodations or return travel arrangements for any Participant so removed from a tour, whether guided or self-guided. Expulsion of a participant from their Hotel, shall constitute removal of the Participant from the tour. Participant acknowledges that the travel insurance may deny any claim for Participant's costs related to expulsion or removal under this paragraph.

**Communication with Parents/Legal Guardian:** Participant acknowledges and authorizes GBT to communicate with any minor Participant's parent or legal guardian regarding any details of the travel package, health issues occurring during travel, inappropriate conduct leading to or including removal from a tour or any other matter related to this travel package. Participant knowingly waives all privacy regulations and rights that may otherwise apply.

**Assumption of Risk:** Participant acknowledges that international travel presents varying degrees of risk of personal injury and even death which may or may not be present within the United States. Common risks include differences in building construction in Mexico and the Caribbean including, but not limited to, balconies and railings. Railings in Mexico, Central America and the Caribbean are significant lower and sometimes weaker than in the US. In addition, glass in windows and doors may not be as strong allowing Participants to break the glass and fall through the opening. Vehicle safety rules, such as seat belt use and even availability, may also vary exposing Participant to additional hazardous conditions. DEATH AND SERIOUS BODILY INJURY HAS OCCURRED as a result of these conditions. Participant, in conformance with the attached Assumption of Risk and Release of Liability, hereby releases GBT of any claims for personal injury, death or property damage while participating in the travel package hereunder.

**Alcohol and Illegal Drug Awareness:** Participant and their parents or legal guardians acknowledge that the legal drinking age in the Mexico, the Caribbean and Central America is typically 18 years old. Use of alcohol by those under 21 may be legal in these destinations but is up to the sole discretion of the Participant. GBT expects all participants to behave according to the Code of Conduct and act responsibly. GBT is not responsible for overseeing a Participant's use of alcohol or responsible for the aftermath of irresponsible use. Participant is warned that the purchase, possession and use of illegal drugs may carry significantly greater penalties in jurisdictions outside the US. In addition, many fundamental U.S. Constitutional criminal rights are not available outside the United States. GBT is under no obligation to assist any Participant suspected of illegal drug use and such suspicion shall be grounds for immediate removal from the tour.

**Terrorism and International Unrest:** Participant acknowledges that international travel includes some exposure to international terrorism and political unrest. GBT is under no obligation to cancel, alter or refund any travel package due to the risk or perceived risk of terrorism, political unrest or violence.

**Consent to Photos and Video Use:** Participant and their Parents or Guardians hereby authorize GBT, its corporate affiliates, licensees and assigns permission to use and edit Participant's image, without Participant's further approval, in any photograph, video or other media without any payment or other consideration. Such use shall extend to any lawful purpose including, but not limited to, marketing materials produced for or by GBT whether digital, cyber, print or video. Participant agrees that all such images or materials are the sole property of GBT, its successors or assigns. Participant and its heirs, parents and guardians, waive all claims for compensation and hold GBT, its successors and assigns, harmless and forever release and discharge GBT from all claims associated with this release and authorization.

**Responsibility:** By agreeing to and signing this customer agreement (including a digital signature or checking the terms and conditions acceptance box during booking), the Participant hereby agrees to accept and be legally bound by all of the terms and conditions contained herein

with no exceptions. I understand that GBT (Go Blue Tours, LLC) does not own or operate any entity which provides goods or services for my trip including, but not limited to, air carriers, hotels, ground operators, boat or bus companies, restaurants and other establishments, and sightseeing/side excursion tours ("vendors and suppliers"), nor is GBT responsible for any personal injury, property damage, or other loss a passenger incurs on any portion of the tour arising from acts or omissions by said independent vendors and suppliers.

**Severability:** The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**Claims or Disputes/Arbitration:** In the event of a dispute or claim made by the Participant concerning, relating or referring to this Agreement, advertisement of tour, tour inclusions, performance of GBT, or any claim made against GBT, GBT will make every effort to resolve said dispute or claim between the individual parties involved. If the dispute or claim cannot be resolved between the Participant and GBT, the Participant agrees that any dispute or claim shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in an arbitration governed by the laws of the Commonwealth of Massachusetts, USA and conducted within 20 miles of Boston, Massachusetts, USA. In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

**Acknowledgement:** Clicking "I accept" or the appropriate button on this online form indicates that I have, on the date shown, read and understood this document and I acknowledge that it affects my legal rights and agree to be bound by its terms. By accepting this agreement, it further signifies my intention to relieve and indemnify GBT, its owners, officers, directors, employees, agents, contractors, and subcontractors from any liability for personal injury, property damage, or wrongful death which I might suffer during my participation in the scheduled tour package.

**INCLUDED ATTACHMENTS:** The attached Assumption of Risk and Release of Liability is included by reference and made part of this Agreement. Please review it carefully.

Release of Liability and Assumption of Risk

The following document contains important changes to your rights in the event of loss of property, personal injury and death as well as advises you of some of the potential risks of international travel.

Please read this document carefully and consult an attorney if you have any questions.

**Assumption of Risk:** All travel and especially international travel includes risk and potential exposure to property damage or loss, personal injury and death. In addition, the laws of other nations vary considerably from those in the United States and may substantially deprive the Participant of many expected rights under the laws of the United States. These risks include, but are not limited to, my, or other people's inappropriate or illegal use of alcohol or drugs during these trips, the negligent or criminal activity myself or other third parties, recreational activities such as: parasailing, water skiing, winter snow sports, rock climbing, high adventure ropes courses or zip lining, snorkeling, scuba diving, boat and jet ski rentals. Other risks include: acts of god, force majeure, weather emergencies, mechanical equipment breakdown or failure, government actions, attacks by animals, availability or quality of medical treatment, terrorism or the threat of terrorism, war, civil disobedience or disorder, sanitary conditions, food quality, government quarantine, government customs actions and regulations, epidemics, strikes, vendor overbooking, safety or security standards during the trip or at any hotels. There may be other foreseeable and unforeseeable risks that require the Participant to exercise appropriate caution and appreciation for dangerous situations.

In addition, GBT may have made arrangements which include third party vendors who are not owned or controlled by GBT. GBT does not control or direct their individual operations and can not be responsible for the actions or inactions of these vendors and their staff that may expose the Participant to dangerous situations or result in personal injury or death. I, the undersigned Participant, state that I am voluntarily participating in the trip arranged by GBT, understand and acknowledge the risk and dangers, agree to be responsible for my own actions, and assume the risk of personal injury or death arising out of the travel arrangements, trip or vendor activities

arranged by GBT. In anticipation of my travel and participation in these types of potentially dangerous activities, I confirm that I am physically and mentally capable of participating in this trip and mentally capable of recognizing dangerous or hazardous situations, whether foreseen or unforeseen, as they may come up during this trip, and that I am mental capable of refusing to participate in any activity which is too dangerous or hazardous.

By executing this document either in writing or accepting it electronically on GBT's website during the booking and payment process, the Participant specifically acknowledges and assumes the risks of travel, both foreign and domestic, and the risk of personal injury or death while traveling and/or participating in activities during the trip arranged by GBT.

**Release of Liability:** As consideration for being permitted to participate in travel arrangements and activities made by Go Blue Tours, LLC, I forever release GBT, its owners, partners, agents, directors, officers, employees, volunteers, representatives, related entities and insurers (collectively "Release Parties"), from any and all actions, claims and demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse, or legal representatives now have or may have in the future for property damage, personal injury or death related to (i) my participation in these travel arrangements and/or activities coordinated by GBT; (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Released Party, or (iii) the condition of the premises or equipment used for or during these activities. I also agree that my assignees, heirs, distributees, guardians, next of kin, spouse, or legal representatives will not attach any property of the Released Parties in connection with any release claims hereunder.

**Medical Treatment:** I understand that GBT and its related parties are not responsible for my medical treatment in the event of an injury during the travel arrangements or activities coordinated by GBT. However, should such treatment be necessary and a GBT representative is able to voluntarily assist and I am unable to communicate with the local health care providers, I hereby authorize the GBT representative to seek all life saving medical treatment necessary and that I, or my health insurance provider, will assume responsibility for all costs of such treatment.

**Severability and Conflict of Terms:** The parties hereto agree that if any term or section of this agreement is found by a court of competent jurisdiction to be unenforceable, that said term or section shall be severed from this agreement and the remainder of the agreement shall be in full force and effect. In the event that any term of any other travel document provided by GBT conflicts with the terms of this Release of Liability, the terms of this Release shall govern all other terms.

**ELECTRONIC ACKNOWLEDGEMENT:** By checking the appropriate box in GBT's booking and payment website, I agree that I have voluntarily accepted and agree to be bound by the above terms. I understand that this relieves GBT from all liability arising out of the travel arrangements and activities coordinated by GBT. If I am agreeing on behalf of another individual, I warrant that I have the legal capacity to bind that individual to the terms of this document.