

## **Gohagan & Company**

### **RELEASE OF LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION AGREEMENT**

**Responsibility:** Gohagan & Company, the sponsoring associations/organizations, and its and their employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, and assigns (collectively "Gohagan"), do not own or operate any entity which provides goods or services for your program including, for example, lodging, airline, vessel, or other transportation companies, guides, ground operators, providers or organizers of excursions, food service or entertainment, etc. All such persons and entities are independent contractors. As a result, Gohagan is not liable for any act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Gohagan is not responsible for any injury, financial or other loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God, force majeure, acts of governments, denial or delay of entry into any country, acts of war or civil unrest, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of any means of transportation, or for any failure to arrive or depart timely or safely. Further, I release Gohagan from its own negligence and assume all risk thereof. If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept as a program participant, or remove from a program, without refund, any person Gohagan judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other program participants, leaders or third parties, or who Gohagan determines to detract from the enjoyment of the program by others. Specific room/cabin assignments are within the sole discretion of the hotel or cruise line.

Gohagan reserves the right to change the itinerary or program features at any time and for any reason, with or without notice. Ship schedules, port calls, hours of arrival and departure, sightseeing events, special programs and guest lecture series are subject to change or cancellation. Gohagan reserves the right to substitute motorcoach transportation using hotels, inns or lodges for cruise accommodations if necessary due to weather, water levels, other events of force majeure, mechanical or conditions beyond the control of Gohagan. Gohagan is not responsible therefore and is not required to compensate passengers under these circumstances. Gohagan may cancel or postpone a program for any reason whatsoever. If so, for cancellations based upon acts of God, force majeure, acts of governments, epidemics or threat thereof, terrorism or threat thereof, strikes or labor disturbances, demonstrations, civil unrest, criminal activity, supplier default or similar circumstances, its sole obligation is to issue credits in the amount of moneys paid to Gohagan to the extent its suppliers are crediting Gohagan with those monies paid by Gohagan to them. Under no circumstances is Gohagan obligated to refund the cost of any purchased travel insurance. Gohagan is not required to cancel any program for any reason including without limitation, U.S. Dept. of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Gohagan is not responsible for fees assessed by air carriers resulting from operational and/or itinerary

changes, even if Gohagan makes the flight arrangements or cancels the program. Gohagan reserves the right to substitute vessels, hotels or attractions of a similar category for those listed in this brochure.

It is your responsibility to obtain and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with Gohagan as set in your program itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation, and Gohagan shall have no liability in respect thereof.

**Not Included:** Taxes; passport, visas and associated fees; COVID-19 related expenses; personal expenses such as laundry, telephone calls, internet or any other expenses unless specifically described; accident/sickness, trip cancellation, and baggage insurance; gratuities to ship and hotel personnel; optional sightseeing excursions; baggage charges on aircraft; departure air/airport tax(es); airfare and associated taxes, airport facility/security/federal inspection fees not listed as included in the travel program; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure if you are arriving and/or departing earlier or later than the scheduled group transfer(s); transfer and baggage handling to/from airport/ship/hotel on day(s) of arrival and/or departure if flight arrangements have not been reserved through Gohagan Air Department; any overnight on land due to flight schedule(s); meals, beverages and all other services not specifically mentioned as included in the travel program.

**Airfare:** Airfare is subject to change and availability and, depending on the fare basis, likely is nonrefundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Gohagan.

**Luggage:** Luggage allowance policies are set by the airlines and may change without notice.

**Physical Accessibility:** All programs require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Gohagan regrets that some itineraries cannot accommodate wheelchairs.

Participants must be able to embark or disembark motorcoaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for them. Gohagan shall have no liability in respect thereof. Gohagan expressly retains the right to decline, to not accept or to not retain any person as a member of a program who, in the opinion of Gohagan, is unfit for travel or whose physical or mental condition may constitute a danger to themselves or to others on the program. You are responsible for assessing whether a tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. Gohagan does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the program based on your own unique circumstances, limitations, fitness level and medical requirements, and Gohagan shall have no liability in respect thereof. Travel with Gohagan may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities

in the countries you may visit on your program varies and Gohagan makes no representations and gives no warranties in relation to availability or standard of medical facilities in those regions, and Gohagan shall have no liability in respect thereof.

**Images, AV & Marketing:** You agree that, while participating in any program, images, photos or videos may be taken by other participants, Gohagan or its representatives that may contain or feature you or your likeness. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to Gohagan, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including trainings, marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

**Discounted Reservations:** Discounts apply only to those reservations received in the offices of Gohagan in writing, accompanied by, at a minimum, the required deposit, by Early Booking Discount date indicated on the brochure. In the event a “discounted” reservation must be cancelled, no “replacement” reservation can be substituted at the discounted rate. A “replacement” reservation is a new reservation and can be substituted only at the full-fare tariff. Cancellation penalties may apply.

**CANCELLATION POLICY:** Final payment is due at least 120 days prior to departure. Cancellation fees and penalties apply as follows:

PRIOR TO DEPARTURE	FEE
> 120 days prior	\$750 USD per person admin fee after 7-day grace period from booking
120-91 days prior	25% of full invoice fare
90-61 days prior	50% of full invoice fare
60-31 days prior	75% of full invoice fare
30-0 days prior	100% full invoice fare

**Travel Insurance:** Gohagan strongly recommends that you purchase trip cancellation insurance. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available through Gohagan, sponsoring associations/organizations, and/or others for comprehensive coverage as described in the specific policy documents.

**Rates:** Prices quoted are based on fares in effect at the time of publication and are subject to change at any time. On land and/or cruise programs, even after full payment, Gohagan reserves the right to pass through any increases in supplier costs, currency fluctuations or fuel or energy surcharges and all such increases are to be paid upon notice to the program participant, given the additional cost being charged by the vendor (e.g. Atlas Ocean Voyages). On programs which include Gohagan purchased air (which originates or returns to the United States), no increased air costs will be passed on after final payment except for subsequently imposed governmental tax increases. Gohagan reserves the right to correct errors or omissions and to change any and all fares, fees, promotions and surcharges at any time.

**Registration:** CA Seller of Travel #2154960, OH Seller of Travel #TA 0905, WA Seller of Travel #601 767 666.

**Choice of law:** This agreement and any issues regarding programs will be governed by substantive Illinois law.

**Binding Arbitration:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the program, or the program itself, shall be resolved

exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 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) Illinois law and will take place in Chicago, IL. 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 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, the participant and Gohagan are waiving the right to a trial by jury. Any arbitration commenced against Gohagan must be on behalf of only the signatory to this Agreement and his or her immediate family members who traveled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**Passenger Ticket Contracts:** The individual Passenger Ticket Contracts from our contracted suppliers (AmaWaterways, Atlas Ocean Voyages, Australis, Exploris, Heritage Expeditions, Lueftner (Amadeus fleet), Metropolitan Touring, Ponant, Scylla (Viva fleet), Silversea, Windstar, etc.) govern the relationship between that supplier and the Gohagan & Company passenger. These respective Passenger Ticket Contracts establish limits on liability, limits on claims, define the time to file claims, and the acceptable jurisdictions for making claims. These Passenger Ticket Contracts incorporate provisions and limitations under the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974 and amendments thereto, the European Parliament and London International Convention and other relevant authorities and protocols for **deep sea cruise passengers** and the Strasbourg Convention on the Limitation of Liability for Maritime Claims, 1976, 1988 and amendments thereto, for **passengers on inland waterways**.

Click any of the following for links to:

[The Amadeus Passenger Ticket Contract](#)

[The AmaWaterways Passenger Ticket Contract](#)

[The Atlas Passenger Ticket Contract](#)

[The Australis Passenger Ticket Contract](#)

[The Exploris Passenger Ticket Contract](#)

[The Heritage Adventurer Conditions of Carriage](#)

[The Metropolitan Passenger Ticket Contract](#)

[The Ponant Passenger Ticket Contract](#)

[The Scylla Conditions of Carriage](#)

[The Silversea Passenger Ticket Contract](#)

[The Windstar Passenger Ticket Contract](#)

Booking travel with Gohagan & Company certifies acceptance of the Passenger Ticket Contract for your respective supplier.

**Acceptance of Contract:** By forwarding of deposit, the participant certifies that he/she does not have any mental, physical or other condition of disability that would create a hazard for him/herself or other participants and accepts the terms contained in this Release of Liability, Assumption of Risk and Binding Arbitration Agreement for this program or for any program to which he/she may transfer.