

## **Creative Edge Travel, LLC**

### **Sales & Liability Agreement**

Date of Effect: 02/11/2019

#### **1. Parties**

This agreement is entered into by and between Creative Edge Travel LLC (“Company,” “We,” “Us,” “Our”) and you, the Client (“Client,” “You,” “Yours”). By purchasing a Tour (“Tour”) with Creative Edge Travel (“CET”) you agree that you have read, understood, and agree to this agreement. You must not accept a booking with CET unless you agree to these terms and conditions. The services to be provided are those referred to in your emailed booking confirmations (collectively, your “Confirmations”).

#### **2. Passport and visas**

- A. You must have and bring with you a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your CET Tour.
- B. Your passport must be valid and not expire for 6 months beyond the departure date of the international flight you are taking to begin your Tour, and with a minimum of 2 blank passport pages available.
- C. It is your responsibility to ensure that you are in possession of any correct visas, permits and/or certificates for your trip. We are not responsible if you are refused entry to any country or region because you lack the correct passport, visa or other travel documentation needed for your departure/return, nor will you be entitled to any refund from CET. Once you begin your Tour, should you lose or have your passport stolen, and/or any visa or travel documentation that prevents you from participating in the remainder of the Tour, you will not be entitled to a refund of any kind from CET.

#### **3. Age & Health requirements**

You and all members of your group must be at least 18 years old and have reached the age of majority in your jurisdiction of residence at the time of registration to both book (pay for your CET Tour) and travel with us. It is your responsibility to ensure that you are in healthy physical condition to allow full participation in the trip and to obtain proper and detailed medical advice for the latest health requirements and recommendations for your destination. If you do not do so and are either not allowed to enter any country by direction of any government/immigration entity, or suffer personal injury as a result, we have no liability to you of any kind for any loss, injury, or damage which you may suffer. You warrant that you are physically and mentally able

to participate in the Tour and that you currently have no known or suspected physical or mental condition which would impair your ability to participate in the Tour or which could be aggravated as a result of the Tour.

#### **4. Required information**

- A. To enable us to confirm your CET Tour arrangements, you must provide all requested details. Necessary details vary by Tour, and include but are not limited to your full name listed on your government issued passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding Tours we may also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your Tour at CET's election.
  
- B. You agree to provide CET with a scan of your Passport that must be emailed to CET within sixty (60) days of the commencement of the Tour. Failure to provide this scan timely shall result in a \$25/per day late presentation charge, and if not provided within thirty (30) days prior to the commencement of your Tour, you will not be able to participate in the Tour, nor will you be entitled to a refund- in this instance, you may only apply the full cost you paid for your CET Tour as a credit toward a future CET Tour to be used within one year. Beyond one year, your credit cash value will diminish by 20% for each additional month that the credit is not applied.
  
- C. Your passport must also be presented to the CET Tour Leader at the beginning of the CET Tour to verify your identity. Failure to present your Passport for identification purposes means you will not be able to join the CET Tour, and you will not be entitled to a refund (in whole or in part).
  
- D. CET will request knowledge regarding any dietary restrictions/allergies you may have - in doing so CET will make reasonable efforts to try to accommodate the dietary restrictions/allergies you may have, but you expressly agree that you fully assume the risk for any and all food or drink consumed during the Tour and that CET will assume no risk, whether casual, negligent, or grossly negligent, with respect to your dietary restrictions/allergies in any way possible.

#### **5. Travel insurance**

Travel insurance is mandatory for all CET clients and should be taken out ninety (90) days prior to the commencement of your Tour, or otherwise as soon as possible after you have purchased your Tour with us. Your travel insurance must provide cover against personal injury, death, medical expenses and emergency medical treatment with a recommended minimum coverage of USD \$100,000.00 We also strongly recommend it covers cancellation, and loss of luggage.

You agree that you must email CET proof of your travel insurance sixty (60) to the commencement of your CET Tour - you will be unable to join the CET Tour without it, and you will not be entitled to a refund (in whole or in part) for any purposeful or inadvertent ability of providing proof.

#### **6. What's included in your CET Tour**

- A. All accommodations listed in your emailed Confirmations
- B. All transport listed in your emailed Confirmations
- C. Sightseeing and meals as listed in your emailed Confirmations
- D. The services of a group leader as described in your emailed Confirmations
- E. What is further detailed in your emailed Confirmations

#### **7. What's not included in your CET Tour**

- A. International or internal flights unless specified in your emailed Confirmations
- B. Airport transfers, taxes and excess baggage charges unless specified emailed Confirmations
- C. Meals other than those specified in your emailed Confirmations
- D. Visa and passport fees
- E. Travel insurance
- F. Optional activities and all personal expenses
- G. Some locations might not include air conditioning

#### **8. Fees**

CET Tour fees are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means that our Tour prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. Note that prices may vary depending on which currency the booking is made. Please also note that certain additional charges ("Additional Charges") may apply during the Tour for things such as AC/Heating in your accommodation, or other items such as wifi use and other incidental needs for your accommodations during the Tour. In all instances it is your responsibility to pay for these Additional Charges. If CET elects at any time (at its sole discretion) to cover these charges.

#### **9. Optional Activities**

Optional activities not included in the Tour 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 any optional activity will be between you and activity provider.

## 10. Cancellation by us

- A. We may cancel your CET Tour, or any CET Tour at any time, without any liability whatsoever, up to ninety (90) days before departure. In doing so you will receive a full cash refund.
  
- B. We may also cancel your CET Tour without any liability whatsoever **at any time prior to departure if**, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your CET Tour under either of these circumstances, at our sole discretion you can receive a full refund or transfer amounts paid to an alternate departure date. In circumstances where the cancellation by CET is due to external events outside of our reasonable control, refunds will be less any unrecoverable costs 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.

## 11. Cancellation by You & Refund Policy

Cancellations must be made in writing to [sierra@creativeedgetravel.com](mailto:sierra@creativeedgetravel.com) and are not official until the Founder, Sierra Busch, has acknowledged the cancellation. All cancellations automatically incur an administration fee up to \$300 and no less than \$150.

- A. Up to two (2) weeks after your deposit is paid, trip costs are fully refundable.
  
- B. Between two weeks (2) to ninety (90) days prior to the commencement of your booked Tour, you will receive a full money value refund less your deposit.
  
- C. Between eighty-nine (89) to forty-five (45) days prior to the commencement of your Tour:
  - i. You may transfer your spot to another person. In this case, no refunds will be issued and you agree to handle any reimbursements directly with the person you elect to take your spot. Any outstanding payments can be made by the replacement guest.
  - ii. OR you may receive a 50% money value refund.
  
- D. Less than forty-five (45) days prior to the commencement of your Tour: No changes and no money refund or credit toward any future trip with CET of any kind.

## 12. Transferring your booking to another person

If you wish to transfer your Tour to another person (Assign), you must notify us at least 90 days prior to the proposed departure date, and the person must comply and agree with this Agreement. A fee of \$200 USD per person per change will apply (in addition to any charges levied by any of our affiliates that are providing services as a part of your tour). If you notify us between 89-60 days prior to the proposed departure date, a \$400 USD per person per change will apply. Transferring your Tour to another person less than 60 days prior to the departure date is not permitted, nor will they be refunded in whole or in part.

## 13. Flexibility

You understand and acknowledge that the nature of your CET Tour requires considerable flexibility and you agree to allow for alternatives. The itinerary provided for each Tour 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, and that you will not be entitled to refunds in part or in whole under such circumstances.

## 14. Material Changes to your CET Tour Itinerary

While we endeavor to operate all trips as described we reserve the right to change the Tour itinerary without liability. Please refer to our website before departure for the most recent updates to your itinerary.

- A. **Material Change before departure:** If we make a material change we will inform you as soon as reasonably possible if there is time before departure. The definition of a Material Change is deemed to be a change substantially affecting at least 48 hours during the Tour.
  - i. When a Material Change is made you may choose between
    - 1. accepting the change as-is if the change does not increase the cost of your Tour; or
    - 2. Paying any applicable difference in increase for the cost of your Tour if such increase is needed within reasonable time under the circumstances to facilitate your continued participation on the tour; or

3. You may apply the full cost you paid for your CET Tour as a credit toward a future CET Tour to be used within one year. Beyond one year, your credit cash value will diminish by 20% for each additional month that the credit is not applied
- ii. A change of accommodation, restaurant /food, or transportation provider is not considered a Material Change.

**B. Material Change after departure:** We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances you agree that the additional cost of any necessary itinerary alterations will be covered exclusively by you. Please note we are not liable or responsible in any way for any expenses (incidental or non-incidental) that may be incurred as a result of a material change of itinerary after departure such as accommodations, visas, vaccinations or non-refundable flights, or your inability to continue participation in the Tour, or any need to return to your Home under such circumstances.

## **15. Authority on tour**

CET Tours are lead by a Tour Leader. The decision of the Tour Leader is final on all matters likely to affect the safety or well-being of any CET client or staff member participating in the Tour. If you fail to comply with a decision made by a Tour Leader, or interfere with the well-being or mobility or safety of the group or any individual client participating in the Tour, we may terminate your participation in the Tour, and the Tour Leader may instruct you to leave the Tour immediately, with no right of refund in whole or in part. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to act responsibly during the Tour. Failure to comply with laws or customs in any region during the Tour, or should you get arrested or detained by government authorities during the Tour gives CET the ability to immediately terminate your participation in the Tour, and the Tour Leader may instruct you to leave or not return to the Tour immediately, with no right of refund in whole or in part.

## **16. Assumption of risk**

- A. You acknowledge that the nature of a CET Tour and all Tour activities are adventurous and participation involves degrees of personal risk of injury to your person and property.

- B. Your Tour may or may not involve visiting places where the political, cultural and/or geographical attributes present dangers and physical challenges greater than those present in our daily lives.
- C. You also acknowledge that any activity offered during your CET Tour comes with risks to your person and property that you fully assume and all risk and liability for.
- D. It is your responsibility to acquaint yourself with all relevant travel information and the nature of your Tour booking Confirmations. You acknowledge that your decision to attend and participate on the Tour is made in light of consideration of this information and that you accept and assume 100% of all risks to your person and property without liability of any kind to CET.
- E. CET also makes no warranty whatsoever that any other participant attending the Tour will be safe. CET does not provide background checks of any participants beyond verifying their age and validity of passport. CET makes no warranty of safety regarding the mental or physical safeness of any other client participant on the Tour and you fully understand and assume the risk of participating on the Tour with persons who's backgrounds have not been verified.

## **17. Limitation of liability**

To the fullest extent permitted by law you irrevocably agree

- A. To release any and all claims that you may have now and in the future, and release from all liability and agree not to sue CET, its officers, agents, representatives, employees and/or tour guides (hereafter referred to as "CET Staff") for any personal injury, death, property damage, or loss you sustain by participation in a CET tour due to any cause whatsoever, including without limitation, negligence (regular, reckless, or gross) by CET, CET Staff, our partners, or Third Party Affiliates. You further agree that if you violate this agreement and attempt to bring suit against CET or any parties named herein, that you will be held solely responsible for attorney's fees and any costs incurred by that party in defending such action, regardless of any outcome or settlement of said suit.
- B. You are aware that the Tours offered by CET, in addition to general dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which you may not be prepared and weather extremes subject to sudden and unexpected change. You accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. You acknowledge that the enjoyment and excitement of the proposed Tour is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life

at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for your participation. You agree that if you suffer injury or illness CET Staff can, at your sole and exclusive cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for your health and safety. Further, you agree at all times during the tour, to abide by and comply with any additional instructions given by your tour guide or any other Staff and you accept that non-compliance may result in injury, death or permanent disability, or may result in my removal from the tour.

C. By purchasing a Tour with CET, you confirm that, by your own free will, you have read and understood these terms, and agree that this agreement will be binding upon your heirs, next of kin, executors, administrators and successors. You agree that your heirs and assigns are prevented from suing CET, CET Staff, and any 3rd Party Affiliate for any claim or action arising out of your death should you die as a result of your participation with a CET Tour, including but not limited to a wrongful death action.

D. As a participant on the Tour or event, You agree to accept full responsibility for your behavior, well being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing, running, or walking for a longer period than you may be used to. You further realize that the Tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, gangways, roads, stairways and driveways. You knowingly and willfully accept these risks and take complete and total responsibility for your behavior, well being and health during the tour or event. You agree to hold neither CET or any Third Party Affiliate facility liable in any way should any harm come to you.

E. Any and all liability for any loss, death, injury or damage (personal or property) which you may suffer (directly or indirectly) in connection with or arising out of your participation in your CET Tour, is excluded; and you expressly release CET and all CET officers, employees, staff, tour leaders, agents and representatives from any and all liability for any loss, death, injury, or damage (personal or property) and expressly waive any legal claims you may have against them arising out of or in connection with your participation in your CET Tour which may result in any loss, death, injury, or damage (personal or property).

F. The parties mutually agree that any condition or warranty by CET which would otherwise be implied by law into this agreement (Implied Warranty), is expressly excluded.



- G. To the extent an Implied Warranty cannot be excluded, CET's liability in respect of any unwaivable by operation of law Implied Warranty is exclusively limited to (in our sole and exclusive 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.
- H. You expressly agree that you are unable at any time to make or seek any legal claim or legal action against CET and all CET officers, employees, staff, tour leaders, agents and representatives for consequential damages, lost profits, special damages, punitive damages, or injunctive relief of any kind.
- I. CET contracts with a network of businesses, organizations and individuals ("3rd Party Affiliate Providers") to assist in our Tours. CET and all CET officers, employees, staff, tour leaders, agents and representatives are not responsible for the acts or omissions of these 3rd Party Affiliate Providers during your Tour. You also expressly agree to fully release any and all of our 3rd Party Affiliate Providers and their staff, employees, agents, representatives and officers and owners during the Tour (i.e., including but not limited to accommodation providers, transportation, restaurants, and entertainment activity providers).

## **18. Severability**

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

## **19. Indemnification**

I agree I will defend, indemnify, and hold harmless CET, CET Staff, and any CET 3rd Party Affiliate Provider from and against any claim, demand, loss, injuries or other causes of action arising out of any damage I cause (whether alone or with others) from any act, omission, violation, or misrepresentation I may make.

## **20. Photos and marketing**

You consent to us using images of you taken during the trip 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.

## **21. Privacy**

Any personal information that we collect about you may be used for any reasonable purpose associated with the execution and operation of our Tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to the extent necessary to enable us to operate the Tour and your Participation in it.

## **22. Headings**

The headings of the various sections of this Agreement have been inserted for convenience of reference only.

## **23. Relationship of the Parties:**

Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided. The parties have solely and exclusively engaged herein as independent contractors.

## **24. Force Majeure:**

Except as otherwise expressly provided in this Agreement, CET shall not be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond CET's reasonable control, including but not limited to strikes or labor disputes, war, terrorist acts, riots or civil disturbances, government regulations, acts of civil or military authorities, or acts of God.

## **25. Governing Law:**

This Agreement supersedes any prior written or oral agreements or understandings between the parties and shall be solely and exclusively governed by and construed under the laws of Georgia with disregard to any conflict of laws. The parties hereto irrevocably consent to and submit to the exclusive personal jurisdiction of the federal and state courts located in Georgia, U.S.A, as well as the exclusive personal jurisdiction of Georgia for any arbitration or mediation. The parties agree that CET has the sole and exclusive right to determine venue for adjudication of any claim in Georgia, along with the sole and exclusive right, should CET so desire, to remove or start any claim in Arbitration with a neutral arbitrator not involved in determining any other claim by either party.

**26. Official Notices:**

For CET shall be in writing and made to [sierra@creativeedgetravel.com](mailto:sierra@creativeedgetravel.com)

With a copy via first class US mail to 740 Little Rock Creek Rd, Cherry Log, GA 30522.

Official email notice is valid only if receipt is confirmed with reply email from the intended receiving party.

SO AGREED,

By and Between the Parties hereto.