

Gohagan & Company, The Laura & Alvin Siegal Lifelong Learning Program, Engaging Journeys, Inc., Case Western Reserve University, 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 is to or does provide goods or services for your program including, for example, lodging facilities, airline, vessel, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Gohagan is not liable for any negligent or willful 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 or force majeure, acts or orders of government, denial or delay of entry into any country, acts of war or civil unrest, insurrection or revolt, bites from or attacks by animals, insects or pests, 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 airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism 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, and Gohagan shall not be liable for any loss of any kind as a result of any such changes. Ship schedules, port calls, hours of arrival and departure, sightseeing events, special programs and guest lecture series (if applicable), 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 conditions or levels, other events of force majeure, mechanical or other conditions beyond the control of Gohagan. Gohagan is not responsible therefor and is not required to compensate passengers under these circumstances. Gohagan may cancel or postpone a program (or an option) for any reason whatsoever. If so, for cancellations based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue

credits in the full 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, United States Department 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.

NOT INCLUDED:

Taxes; passport, visas and associated fees; COVID-19 related expenses and associated fees; personal expenses such as laundry, telephone calls and Internet access or any other expenses unless specifically otherwise described; accident/sickness, trip cancellation, and baggage insurance; gratuities to ship and hotel personnel; optional sightseeing excursions; baggage charges on aircraft; local departure air/airport tax(es); airfare and associated local taxes, airport facility and security taxes and 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 earlier or later than and/or departing earlier or later than the scheduled group transfer(s); any overnight on land due to flight schedule(s); meals, alcoholic or other 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.

TERMS & CONDITIONS:

CWRU, and/or their agents assume no responsibility or liability for any act, error or omission, or for any injury, loss, accident, delay or irregularity, which may be caused by any defect in any aircraft, ship, train, bus, or other carrier, or through neglect or default of any subcontractor or other third party, which may be used wholly or in part in the performance of their duty to the participants of the tour. CWRU reserves the right to cancel any tour prior to departure for any reason including insufficient numbers of participants, as well as the right to decline to accept or retain any person as a member of the tour at any time. If bookings fall below the minimum required, passengers will be advised of additional costs or itinerary alterations before departure date. Tour itinerary subject to change if necessary.

CANCELLATIONS & REFUNDS: Cancellations for all or any part of the trip including Pre/Post Program reservations will not be effective until received in writing in the offices of Thomas P. Gohagan. Should you have to cancel, the following terms will apply:

Full Refund	96 days prior to departure;
50% of program price	Per Person fee from 95 through 61 days prior to departure;
75% of program price	Per Person fee from 60 through 45 days prior to departure;
100% of program price	Per person fee on any cancellations 44 days or less prior to departure.

After the tour has commenced, it is not possible to issue any refunds. No refunds can be issued for occasional missed meals or sightseeing tours. No refunds for any unused portion of the tour. If due to weather, flight schedules, or other uncontrollable factors you are required to spend an additional night, you will be responsible for your own hotel, transfers, and meal costs.

RATES:

Prices quoted are based on fares in effect at the time of printing and are subject to change at any time. On land and/or cruise programs, even after full payment, Gohagan reserves the right to increase the program price in the event of cost increases due to changes in supplier costs, currency fluctuations or fuel or energy surcharges and all such increases are to be paid to Gohagan upon notice to the program participant of such increases. On programs which include Gohagan purchased interstate or international air (which originates or returns to the United States), no increased costs will be passed on after final payment except for subsequently imposed governmental tax increases.

CHOICE OF LAW:

This agreement and any issues regarding the program 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.

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.