

Immersion Journeys' Terms & Conditions

By signing our tour reservation form, or otherwise indicating your assent in writing, you agree to the terms and conditions set forth in this document. These terms and conditions apply to the Tour, the itinerary for the Tour and payment for the Tour

INTRODUCTION: These are the terms and conditions applicable to the tour packages provided by Immersion Journeys LLC, Engaging Journeys, Inc., Case Western Reserve University (collectively “Immersion Journeys”, “Engaging Journeys”, “Case Western Reserve University” “we”, “us” and “our”). The terms “client” “you” and “your” refer to each person who purchases and/or uses a tour package provided by Immersion Journeys.

RESERVATIONS AND PAYMENTS: A prepayment deposit \$1,000 along with a completed and signed Tour Reservation Form, and copy of passport are required in order to confirm your reservation. Upon receipt of these forms, a copy of your passport biometric page, proof of COVID vaccination and your deposit, we will confirm your trip. This Agreement. The signed Reservation form and the signed Credit Card Authorization section of the Tour Reservation Form are all part of your agreement with us.

The balance of your Tour cost is due of 60 days prior to departure.

TRAVEL INSURANCE: Travel insurance is **mandatory**. In the event that you must cancel your participation in a travel Tour, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available for comprehensive coverage of such expenses in conjunction with cancellation due to illness or accident, and damaged or lost luggage. We will send you an application upon receipt of your reservation. In addition, medical evacuation coverage may be required as a condition of booking. **Please contact Sarah Doody at sxd618@case.edu or 904-432-3141 with any questions.**

CANCELLATION AND REFUND POLICY: Our cancellation charges are based on the stringent payment policies of our suppliers of local services and therefore represent a reasonable estimate of our loss. Cancellation charges are expressed as a percentage of your total trip cost (excluding commercial airfare) and also depend on the day you cancel and the day of your scheduled departure from your home. Our cancellation charges are in addition to whatever the airline may charge you:

Penalty	Number of Days of Advance Written Notice
\$750	Sixty (60) or more
50 percent (50%)	Between forty-five (45) and sixty (60)
One hundred percent (100%)	Less than forty five (45)

There is no refund for unused portions of a tour once it has commenced, and you are solely responsible for costs incurred by you due to missed, cancelled or delayed transportation. Your decision not to participate on the Tour due to State Department or Centers for Disease Control advisories or warnings, fear of travel, or for any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show. No refunds will be available, but you may join the Tour late if you wish.

Commercial airline tickets must be paid in full at the time of ticketing. Airline cancellation charges are set forth on the invoice.

NOT INCLUDED: Taxes; passport, visas and associated fees; personal expenses such as laundry, telephone calls and Internet access; 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 Tour; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure; 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 Tour

AIRFARE: Airfare is subject to change and availability and, depending on the fare basis, Immersion Journeys.

BAGGAGE: Luggage allowance policies are set by the airlines and may change without notice. Baggage is at owner's risk throughout the trip. Airlines, buses, vans and other modes of transportation may all have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions

PRICE INCREASES: Destination countries increase their VAT taxes from time to time. Some suppliers impose energy surcharges or other price increases. Prices are also subject to increase due to currency fluctuations. Any such increases will be applied to your total due at the time of final payment.

PASSPORTS, VISAS, and OTHER ENTRY REQUIREMENTS: International travel requires a passport valid 6 months beyond your intended return travel date. In most cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. If one parent or guardian plans to bring a minor child without the other parent or parents, some countries and airlines have strict documentation and permission requirements. Please speak with us if you are unsure about the visa requirements for your travel destination. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers including the COVID-19 vaccine. You are solely responsible for complying with passport, visa, vaccination and other foreign entry requirements.

RESPONSIBILITY AND ASSUMPTION OF RISK: Immersion Journeys, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively “Immersion Journeys”), do not own or operate any entity which is to or does provide goods or services for your Tour including, for example, lodging facilities, airline, vessel, or other transportation companies, safari or guide services, local ground or safari operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Immersion Journeys 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, Immersion Journeys 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, acts of war or civil

unrest, insurrection or revolt, bites from or attacks by wild or domestic 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 Immersion Journeys from its own negligence and assume all risk thereof.

We have no special or unique knowledge regarding the financial condition of the suppliers of services, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For useful information regarding your destination, we strongly recommend reviewing the destination-specific information at www.travel.state.gov, and the Centers for Disease Control at www.cdc.gov/travel.

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. The right is reserved to decline to accept as a Tour participant, or remove from a Tour, without refund, any person Immersion Journeys judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other Tour participants, leaders or third parties, or who Immersion Journeys determines to detract from the enjoyment of the Tour by others. Specific room assignments are within the sole discretion of the lodge or hotel.

Assumption of Risk of Exposure to COVID-19: you agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses or other illnesses, diseases, or conditions, including but not limited to the coronavirus known as COVID-19. You also agree that you are fully vaccinated against COVID-19 in order to participate in this program. The coronavirus COVID-19 is primarily transmitted via exhaled respiratory droplets, most often through coughing, sneezing and breathing in close proximity to another person. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons. You understand and agree that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the trip, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition. You understand and agree to hold the Immersion Journeys, its officers, vendors and suppliers harmless and not liable for any real or perceived symptoms of COVID-19 or any other disease, illness, or condition, nor for exacerbating any existing symptoms of any illness, disease or condition, and you fully agree to accept these and all other known and unknown risks of receiving services from Immersion Journeys.

CANCELLATIONS AND POSTPONEMENTS BY IMMERSION JOURNEYS: Immersion Journeys reserves the right to change the itinerary, the lodges or hotels utilized or any Tour features at any time and for any reason, with or without notice, and Immersion Journeys shall not be liable for any loss of any kind as a result of any such changes. Immersion Journeys

may cancel or postpone a Tour (or an option) for any reason whatsoever. Seasonal changes (for example, from low to high season) may result in higher prices. In any event, for cancellations (or postponements) based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, pandemics, 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 Immersion Journeys, but only to the extent its suppliers are crediting Immersion Journeys with those monies paid by Immersion Journeys to them. Under no circumstances is Immersion Journeys obligated to refund the cost of any purchased travel insurance. Immersion Journeys is not required to cancel any Tour 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. Immersion Journeys is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Immersion Journeys makes the flight arrangements or cancels the Tour. Immersion Journeys reserves the right to substitute lodges, hotels, vessels or attractions for those listed in the tour description if same is required by circumstances beyond its control or for the convenience or well-being of clients.

OTHER TAXES AND FEES: Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated.

FORCE MAJEURE: Immersion Journeys, Engaging Journeys, Case Western Reserve University assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Tour, acts of God, acts or orders of government, epidemics, war, terrorist acts, riots, disaster, weather events, or strikes.

INDEMNIFICATION: You shall indemnify, defend and hold harmless Immersion Journeys, Engaging Journeys, Case Western Reserve University and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with these terms conditions.

PHYSICAL ACCESSIBILITY: All Tours 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. Participants must be able to embark or disembark vans or motor coaches 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 handling equipment. Please understand that the Americans with Disabilities Act does not apply outside the United States.

CONDUCT DURING TOUR: You are also responsible for respecting the authority and following the directions of the tour guide and the laws of the countries in your itinerary including local health laws on wearing masks in public places, tourist sites and sanitary regulations such as hand washing. We may exclude you from participating in all or any part of the tour if, in our sole discretion, your condition or behavior renders you unfit for the tour or unfit for continuation once the tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the

delivery of tour services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the tour. Should you decide not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods.

MEDICAL PROXY: If you are unable to authorize your own medical attention and treatment, you authorize Immersion Journeys or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Immersion Journeys from any liability for medical attention arranged or not arranged on your behalf. Immersion Journeys assumes no liability regarding provision of medical care or evacuation services.

CHANGES: Changes in this Agreement may be made only in writing, signed by an officer of Immersion Journeys.

BINDING ARBITRATION: Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the Tour, or the Tour 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) State of New York law and will take place in New York City, New York. 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 Immersion Journeys are waiving the right to a trial by jury. Any arbitration commenced against Immersion Journeys must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

By signing the Tour Registration form, you agree to the terms of this Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement. Your Agreement extends to any tour to which you may transfer. If you party includes a person under 18, then you represent that you are that person's parent or legal guardian.



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Photo Credit: India Tourism Office Immersion Journeys, Anuradha Sarup

