

This document is to be provided to travelers along with the tour program flyer and reservation form. It is provided as a separate document so that the traveler is able to retain a copy.

This tour is under the management of Travel Gallery Inc., also doing business as Cruising Holidays & Tours, Great Western Tours and Panda North America and Taking Music Everywhere. California Seller of Travel #1019830-40

#### **SPECIAL CONDITIONS:**

- **Official Photo ID is required: Drivers License / DMV Identification Card / OR Passport**
- **ALL INTERNATIONAL TRAVEL (INCLUDING CANADA) REQUIRES A PASSPORT WITH A VALIDITY 6 MONTHS BEYOND INTENDED RETURN DATE**

Final documents packets are provided approximately 3 weeks prior to departure.

**IDENTIFICATION:** Passengers are responsible for ensuring they have the proper travel documents and government-issued identification.

**Responsibility:** Travel Gallery, Inc. hereinafter called the "Operator," acts only as an agent for the passenger in coordinating tour services with other companies including transportation, sightseeing, accommodations, and tickets. The carriers (air, cruise, watercraft, motor coach or shuttle van), hotels, and other suppliers providing tour services are not agents, employees, or joint ventures with the Operator. Therefore; **the Operator assumes no liability for any bag damage, property loss, personal injury, expense or death occasioned by any act, omission or default of any carrier, hotel, or tour supplier regardless of whether named above, providing tour services or of acts of God, strikes or any event beyond the control of the Operator.** All travel documents for tour services issued by the Operator are subject to the terms and conditions specified by the supplier and to the laws of the countries in which the services are supplied. The Operator reserves the right to accept or reject any person as a tour participant, to make changes to the itinerary whenever the Operator deems it necessary to the comfort, convenience or safety of the tour participants, and to cancel a tour at any time. **The tour participant, by submission of payment, agrees to the foregoing terms and conditions in their entirety.**

**AIRLINES:** Airline schedules and flights are subject to change without notice. Travel Gallery, Inc. or their suppliers are not responsible for penalties incurred for tickets not issued by Travel Gallery or their suppliers due to schedule and /or flight changes. Please note that airline security requires all passengers to check in at the airport at specified times prior to departure, after which they reserve the right to deny boarding.

**AIRFARE:** The taxes and fuel surcharges are not guaranteed on group or individual fares until ticketed.

**GROUP AIRFARE:** If this program offers group airfare, be advised that it will require a minimum of 10 people for the rate and terms to be effective. If the size of the group is under 15 passengers but more than 10 we may ask that travelers advance their payment for the airfare so that tickets may be issued immediately to protect the group air travelers from the possibility of individuals canceling and the minimum group air size condition is met. While this will lock in the fare, travelers should then insure the cost of the airfare as the purchase will be non-refundable and changeable should you not be able to travel.

If you are NOT utilizing the group air provided with the program, you will be responsible for all change fees, cancellation fees, mileage ticket change fees, mileage re-deposit fees or expenses of any kind should there be any changes to the dates or arrangements in the tour itinerary for any reason. These fees may be covered by insurance - a call to them would clarify available coverage. **DO NOT MAKE THESE ALTERNATE AIR ARRANGEMENTS UNTIL THE TOUR HAS REACHED THE OPERATING MINIMUM.**

**AIRLINE SEAT ASSIGNMENTS:** These will be made as a group block as determined by the airline. Those passengers requiring special assistance must notify us at the time of deposit.

**AIRLINE LUGGAGE:** Airlines typically charge baggage fees for all checked luggage. These conditions may be amended by the airlines at anytime. Excess or over-sized luggage will be subject to additional charges by airlines and payable by the individual tour member. The itinerary flyer for this program will indicate whether bag fees have been included.

**AIRLINE FREQUENT FLIER MILEAGE:** Sometimes the group airline fares allow for the accrual of frequent flier mileage programs directly with the carrier flown or on a participating carrier. Travel Gallery, Inc. will inform the group leaders if the fare allows for such mileage accrual. It is then the responsibility of the individual traveler to follow program rules for earning mileage and tracking accrual. We suggest the individual traveler contact the carrier once tickets are issued to add the frequent flier number, saving all boarding passes and passenger receipts. If documentation is requested after travel for lost passenger receipts Travel Gallery, Inc will charge a processing fee.

**HEALTH REQUIREMENTS:** Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy or mental illness should not participate in rigorous travel programs.

**HOTEL ACCOMMODATIONS:** Students typically are roomed in quad (4 per room) accommodations. Adult Staff typically are roomed in a twin and single basis as requested at time of deposit. Additional charges may apply for single rooms for adults or twin/single rooms for students.

**INFORMATION AND DEADLINES:** The processing of information for a large group takes considerable time. One of the biggest challenges is the submission of details late. Key dates have been laid out for submission of reports to suppliers and government agencies. Late fees will apply.

**INCLUDED:** The program includes items described on the flyer for services, accommodations (twin sharing), meals and touring and are subject to change until final payment. All services are subject to local conditions.

**NOT INCLUDED:** Items of personal nature such as laundry, mineral water, beverages and food other than the table d'hotel menu. Additional expense for delay in travel such as hotel, meals and local transportation are the responsibility of the individual participant. While expense may be paid on the spot by the tour director, the expense would then be billed to the tour participant. Travel Insurance is strongly recommended as it provides coverage (subject to carrier rules) for such expenses.

**TRAVELERS WITH DISABILITIES OR UNDER DOCTOR'S CARE:** Tour participants requiring any form of assistance are required to notify Operator in writing at the time of making their initial tour reservation, and must be accompanied by an individual who is responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, or ship personnel are not able to provide such assistance. Due to space limitations, wheelchairs and walkers cannot be taken aboard motor coaches, but can be stored under the coach, space permitting. Tour participants currently under a doctor's care may be required to furnish a letter stating fitness to travel. Operator will not be held liable for any pre-existing condition that affects a passengers comfort, enjoyment or completion of any tour under its operation. In the best interest of the group, Operator reserves the right to determine the fitness of participants for this trip. Individuals, who sustain an injury or limitation while on tour, may be excluded from any tour activity by the Operator tour director if he or she deems it necessary for the effectiveness of the overall tour or safety of the individual or group.

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**ASSUMPTION OF RISK:** I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Travel Gallery Inc, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Travel Gallery Inc and agree to hold harmless and release Travel Gallery Inc from claims of third party negligence.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Travel Gallery Inc or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, 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) California law and will take place in Pasadena, CA. 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. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

**RELEASE FROM LIABILITY:** Travel Gallery Inc its shareholders, directors, officers, employees and affiliates, (collectively "Travel Gallery Inc") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. Independent contractors may utilize the Travel Gallery Inc logo on signage or uniforms solely for identification purposes which does not signify Travel Gallery Inc ownership, management or control. As a result, Travel Gallery Inc is not liable for any negligent or willful act or failure to act

of any such person or entity, or of any other third party. Without limitation, Travel Gallery Inc is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, diseases and dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Travel Gallery Inc. In addition, I release Travel Gallery Inc from its own negligence and assume all risk thereof.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents and certify that I am 18 years of age or older. I am aware that this is a release of liability and a contract between myself and Travel Gallery Inc and agree of my own free will. By making a deposit for this trip, tour or arrangements, I agree to these Travel Terms & Conditions and Travel Gallery Inc's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

**PHOTOGRAPHIC RELEASE:** Travel Gallery Inc may take photographs or video of its trips and trip participants grant Travel Gallery Inc permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

**VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Travel Gallery Inc catalog and supplements or brochures or website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

**INSURANCE:** If Cancellation Insurance is NOT Included in the Tour Price, considering the above, we very **STRONGLY** recommend purchasing insurance to cover trip cancellation/ interruption for medical reasons. Operator offers travel insurance when tour deposit is received. If for any reason you are not offered travel insurance be advised here that travel insurance must be taken out within 14 days of your deposit in order for you to be covered for any pre-existing medical conditions. Otherwise, you may apply for the insurance any time prior to departure per the rules of the insurance carrier.

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**CANCELLATION:** Reservations are not transferable, except with written consent of Travel Gallery. The specific amounts of deposit, payments, and the dates for cancellation are listed on the trip flyer under General Information. The terms and conditions from those suppliers (including air, cruise, rail, river, ground services, tour guides and operators etc.) often are non-refundable at the time payment or purchase is made. Government fees, taxes and fuel surcharges of any kind are not guaranteed until ticketed. It is the responsibility of the traveler to inquire about the terms of all travel purchases and payments. Clients canceling after the operating minimum is reached will be charged an administrative fee of \$100.00 per person and any cancellation charges that may be assessed by carriers, hotels, or other tour vendors or features in solving nonrecoverable expenses. Unless otherwise noted all prices reflect a discount for check payments. Fees apply for credit card purchases when payment is processed by Travel Gallery Inc, these fees are not refundable.

**PAYMENTS:** The specific amounts of deposit, payments, and the dates for cancellation are listed on the trip flyer under General Information. If air, cruise or rail travel is involved in the itinerary then the terms and conditions from those suppliers often are non-refundable at the time payment or purchase is made. Government fees, taxes and fuel surcharges of any kind are not guaranteed until ticketed. It is the responsibility of the traveler to inquire about the terms of all travel purchases and payments. Unless otherwise noted all prices reflect a discount for check payments. Fees apply for credit card purchases when payment is processed by Travel Gallery Inc. these will be born by the client.

**REFUND:** No refunds will be made for portions of the tour missed or voluntarily unused after the tour is in progress. The specific amounts of deposit, payments, and the dates for cancellation are listed on the trip flyer under General Information. The terms and conditions from those suppliers (including air, cruise, rail, river, ground services, tour guides and operators etc.) often are non-refundable at the time payment or purchase is made. Government fees, taxes and fuel surcharges of any kind are not guaranteed until ticketed. Clients canceling after the operating minimum is reached will be charged an administrative fee of \$100.00 per person and will only be refunded per the limits listed for the tour with deductions for any cancellation charges that

may be assessed by carriers, hotels, or other tour vendors or features in solving nonrecoverable expenses. Unless otherwise noted all prices reflect a discount for check payments. Fees apply for credit card purchases when payment is processed by Travel Gallery Inc, these fees are not refundable.

**VALIDITY:** All prices are subject to change without notice until final payment is received and is based on a group size noted on the flyer. If the group size falls below the stated, program will be priced based on actual group size.

**CALIFORNIA SELLER OF TRAVEL ACT REQUIRES WE INCLUDE THE FOLLOWING:** This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrinfo.org](http://www.tcrinfo.org). (Seller of travel number: 1019830-40). Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler. California law requires that certain sellers of travel to have a trust account or bond. This business willingly has a trust account for the benefit of its clients.

**For non-California residents:** This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of Travel Gallery Inc. is in default.

**USE OF WEB SITE:** [www.TravelGallery.com](http://www.TravelGallery.com)

**Agreement between Customer and Travel Gallery:** [www.TravelGallery.com](http://www.TravelGallery.com) is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of [www.TravelGallery.com](http://www.TravelGallery.com) constitutes your agreement to all such terms, conditions, and notices.

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