



PHILANTHROPY  
VACATIONS

## GENERAL TERMS & CONDITIONS

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### CONSENT TO TERMS AND CONDITIONS

Access to and use of the services of PHILANTHROPY VACATIONS, LLC dba Philanthropy Vacations (“Philanthropy Vacations” and/or “our”) and our website is subject to acceptance of these terms and conditions (“Terms and Conditions”). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the purchaser and/or traveler (“Customer” and “passenger” and “you/your”) agree to be bound by these terms as well as the terms of the Philanthropy Vacation’s Release Of Liability agreement. PLEASE READ THE TERMS BEFORE USING THIS WEBSITE. These terms and conditions govern the relationship between Philanthropy Vacations and you, the Customer. These terms restrict your rights and remedies and provide protection to Philanthropy Vacations. These also include warranty disclaimers and liability exclusions. By using this website, you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can choose to not use this website or Philanthropy Vacations offices. So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this website. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR PHILANTHROPY VACATIONS’S SERVICES. No alterations to these terms and conditions may be made by any PHILANTHROPY VACATIONS employee, authorized representative, or agent, unless in writing by an authorized officer of PHILANTHROPY VACATIONS.

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Initial

## **TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS**

It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. Philanthropy Vacations strongly recommends that you take into account that certain countries will not admit a passenger, if their passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see [https://help.cbp.gov/app/answers/detail/a\\_id/268/kw/travel](https://help.cbp.gov/app/answers/detail/a_id/268/kw/travel) for forms. The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Customer to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each supplier's website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

When you receive any and all travel documents, it is the sole responsibility of the customer to review and verify all information. Contact Philanthropy Vacations immediately if changes or corrections are required.

## **INDIVIDUAL ENTRY AND EXIT REQUIREMENTS**

Each foreign country holds different views of past criminal offenses, whether within or

outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (Details can be found at [http://travel.state.gov/travel/cis\\_pa\\_tw/cis/cis\\_4965.html](http://travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html).) We feel it is an invasion of privacy for any member of our staff to make such an inquiry. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers. (Reference <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp>)

## **RISKS/SAFETY**

Travel to certain destinations may involve greater risk than others. PHILANTHROPY VACATIONS urges customers to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov> The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, PHILANTHROPY VACATIONS DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.

## **USE OF PHILANTHROPY VACATIONS ACCESS AND INFORMATION FOR TRAVEL BOOKINGS**

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with Philanthropy Vacations by

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Initial

any means, including our Web site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of Philanthropy Vacations communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with Philanthropy Vacations is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by Philanthropy Vacations shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by Philanthropy Vacations and any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Philanthropy Vacations debiting your account for any costs Philanthropy Vacations incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through access provided by Philanthropy Vacations.

## **PAYMENTS AND CANCELLATIONS**

Unless otherwise defined during the reservation process, final payment is due 30-days prior to departure or consumption according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. In some cases, there is NO REFUND once a booking is made and paid for. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to Philanthropy Vacations in writing. As a result of cancellation, Philanthropy Vacation's and third-party supplier's cancellation penalties

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Initial

will apply, which are detailed in your travel documentation, each supplier's Web sites and <https://www.PhilanthropyVacations.com> Cancellation penalties are advised at time of booking and provided to you upon confirmation. If you have any questions, or any penalties are unclear, please contact your Philanthropy Vacations agent. All cancellation fees will be charged to the credit card you authorized to pay for travel services or deducted from the supplier's refund.

## **AIR, CHECK-IN, SCHEDULE RECONFIRMATION**

Philanthropy Vacations shall not assume any responsibility for any air and/or ground schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

## **LATE BOOKINGS**

Prospective customers are advised to reserve early to avoid disappointment and additional late booking fees.

## **TOURS: NO REFUND FOR UNUSED ARRANGEMENTS AND MINIMUM PASSENGER REQUIREMENTS**

As Philanthropy Vacation's tour prices are based on contract rates, there will not be any refund for any unused portion of a tour. Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled.

## **CURRENCY FLUCTUATIONS**

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

## **ALTERATIONS TO CONFIRMED BOOKINGS**

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. All desired changes must be made in writing to Philanthropy Vacations.

## **HEALTH/SECURITY/TRAVEL DOCUMENTATION REQUIREMENTS**

Each Customer is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. Philanthropy Vacations shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Customer's health practitioner on a valid vaccination certificate, which the Customer must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov.us](http://www.faa.gov.us), [www.ustreas.gov](http://www.ustreas.gov), [www.cbp.gov](http://www.cbp.gov) on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov/> for non-USA citizens. (Customer is responsible to make Philanthropy Vacations aware when traveling on a passport from a country other than the USA.) Philanthropy Vacations neither controls nor warrants the issuance of visas related to applicable travel. Should a visa not be

issued, Philanthropy Vacations is not responsible for lost payments made toward the contemplated trip. Please note that USA rules regarding entry and exit change on a daily basis. When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification found <http://www.tsa.gov/traveler-information/acceptable-ids>. Examples: DHS-designated enhanced driver's license, USA Passport, a foreign government passport.

## **HAZARDOUS MATERIALS**

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant air line representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

## **INSECTICIDE NOTICE**

All passengers are referred to always check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the DOT's website, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

## **E-TICKETS**

E-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

## LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Philanthropy Vacations acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services (“supplier(s)”), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management and is not subject to the control of Philanthropy Vacations. Customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier’s Terms and Conditions are contained in printed form and are set forth on their respective Web sites, which govern the transaction. All bookings are accepted by Philanthropy Vacations as agent for the travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective Web sites.

BECAUSE PHILANTHROPY VACATIONS ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE PHILANTHROPY VACATIONS IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. PHILANTHROPY VACATIONS HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH PHILANTHROPY VACATIONS’S OFFICE OR THROUGH THIS WEB SITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF PHILANTHROPY VACATIONS’S CONTROL, AND YOU HEREBY EXONERATE PHILANTHROPY VACATIONS FROM ANY LIABILITY WITH RESPECT TO THE SAME. Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are

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Initial



not guaranteed to occur or not occur, and are clearly outside of Philanthropy Vacation's control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of Philanthropy Vacations. Philanthropy Vacations reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or to retain as a member of any tour any person at any time. Philanthropy Vacations shall not assume any responsibility for any air and/or ground schedule changes. Philanthropy Vacations has solely received commission and fees for travel transactions and Customer agrees and understands that any recovery from Philanthropy Vacations will be limited to the commission and fees paid by Customer actually received by Philanthropy Vacations.

## **FORCE MAJEURE**

"Force Majeure" means, in relation to Philanthropy Vacations, any circumstances beyond the reasonable control of Philanthropy Vacations, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, pandemic, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

Philanthropy Vacations shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

If Philanthropy Vacations, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by Philanthropy Vacations to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although Philanthropy Vacations shall use its reasonable efforts to reimburse you where possible. However, Philanthropy Vacations shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Philanthropy Vacations of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once Philanthropy Vacations has investigated the prevailing situation, as it deems fit, it shall remain in PHILANTHROPY VACATIONS's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip subject to Philanthropy Vacation's and each supplier's terms and conditions.

## **TRAVEL INSURANCE**

PHILANTHROPY VACATIONS OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded, and Philanthropy Vacation's and travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Philanthropy Vacations. Employees of Philanthropy Vacations are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

## **ALTERATIONS IN TRAVEL PLANS**

Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of Philanthropy Vacations and subject to supplier terms and conditions. If a property, supplier, activity, or area is deleted for any reason, it may be replaced with a comparable one.

## **PHOTOGRAPHS/VIDEOS**

Philanthropy Vacations reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video. Philanthropy Vacations may use the photograph/video in publications or other media material produced, used or contracted by Philanthropy Vacations, including but not limited to: brochures, invitations, books, newspapers, magazines, television, social media, websites, etc. Any person desiring not to have their photo taken or distributed must contact Philanthropy Vacations in writing of his/her intentions.

## **NO COPYING OR EDITING**

No material from this website may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold or distributed in any way, without our prior written consent. You may not frame or mirror any material on this website on any other server or other location. Unauthorized use of any such material on any other website or computer environment or elsewhere is prohibited.

## **PRIVACY POLICY**

At all times your information will be treated in accordance with Philanthropy Vacation's Privacy Policy, which is incorporated by reference into this Agreement.

## **RESERVATION OF RIGHTS: CHANGES TO THESE TERMS**

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

## **ACCESS TO PASSWORD PROTECTED/SECURED AREAS**

Access to and use of password protected and/or secure areas of this website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of this website may be subject to prosecution.

## **RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY**

We reserve the right to correct errors. All land and event offers are subject to availability and may change without notice. In the event of a land or event pricing error or omission, we reserve the right to adjust such pricing or make any other corrections.

## **GENERAL**

The laws of the State of Florida, USA, govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Pinellas County, Florida, USA, in all disputes arising out of or relating to travel bookings with Philanthropy Vacations, including the use of the Philanthropy Vacations Web site. Use of the Philanthropy Vacations Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and Philanthropy Vacations with respect to travel bookings made with Philanthropy Vacations by any means accessing such information, including its' Web site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Customer and Philanthropy Vacations with respect to communications with Philanthropy Vacations, including the Philanthropy Vacations Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.

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The content on this website is provided for information purposes only. While every effort has been made to ensure the accuracy and completeness of this information, PHILANTHROPY VACATIONS, LLC makes no guarantee and accepts no responsibility for any errors or omissions it may contain. This website also offers links to other Internet sites which are outside of PHILANTHROPY VACATIONS, LLC's control. It is the responsibility of users to make their own decisions about the accuracy, reliability and correctness of information contained on these sites.

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**Printed Name of Participant**

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**Signature of Participant, Parent, or Guardian**

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**Date**



# PHILANTHROPY VACATIONS

## LIABILITY RELEASE FORM

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### Reservation Information and Liability Release

By advancing deposit to PHILANTHROPY VACATIONS, LLC, the depositor and their travel group participants therefore agrees to be bound by the below terms and conditions as well as the terms listed on our website. All trip participants must complete a Liability Release and Assumption of Risk Agreement, Payment Agreement, and Itinerary. For strenuous trips we recommend visiting your primary physician to address any concerns you may have before signing the medical release and liability release form.

#### Your Responsibilities

- Medical considerations: If you have any medical or psychological conditions, it is very important you let us know well before departure so that we can make extra arrangements if necessary. Trip leaders have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable to continue and/or if a trip member's continued participation jeopardizes the group's or his/her own safety. Under these circumstances refunds are not given.
- PHILANTHROPY VACATIONS, LLC, is not a medical facility and therefore has no responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation.
- Hospital facilities for serious problems are often unavailable, and evacuation can be prolonged, difficult and expensive. PHILANTHROPY VACATIONS, LLC assumes no liability regarding provision of medical care. By signing the Liability Release and Assumption of Risk Agreement, you agree to pay for emergency evacuation and emergency medical care. Trip insurance is recommended.
- Your obligations as a trip member: By participating in a PHILANTHROPY VACATIONS, LLC trip, you assume certain obligations to Philanthropy Vacations and the other trip members. It is your responsibility to:
  - o Understand the conditions implied in the Activity Level rating of your selected trip
  - o Select a trip and excursions that are appropriate to your interests and abilities

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Initial

- o Prepare for the trip by familiarizing yourself with the trip itinerary and trip preparation materials
- o Bring appropriate gear and clothing as advised by Philanthropy Vacations
- o Obtain all necessary passports and visas (where applicable) and arrive on time to your scheduled flights
- o Follow considerate standards of personal hygiene in order to reduce risk of contracting diseases
- o Follow considerate social behavior with other trip participants and respect their habits
- o Act in an appropriate and courteous manner befitting the customs of countries you visit
- o Complete the trip itinerary as scheduled (or as adjusted by your trip leader as necessary)
- o Respect the countries we visit by using environmentally safe products, staying on established routes of travel, not littering, and being respectful of all communities.

PHILANTHROPY VACATIONS, LLC reserves the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition impede the operation of the trip.

#### **OUR LEGAL LIMITATIONS — PLEASE READ CAREFULLY**

PHILANTHROPY VACATIONS, LLC may contract with independent contractors to provide transportation, guide services and/or all other related travel services. We assume no responsibility, however caused, for injury, loss of limb or life, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: - acts of God - detention - annoyance - terrorism - thefts - pilferage - force majeure - civil disturbances - government restrictions or regulations - strikes - delays and expenses arising from quarantine - failure of any means of conveyance to arrive or depart as scheduled - discrepancies or change in transit or hotel services over which we have no control.

We reserve the right to make reasonable changes in the itinerary where deemed advisable for the comfort and well-being of trip members. By advancing deposit to PHILANTHROPY VACATIONS, LLC, the depositor thereby agrees to be bound by the above terms and conditions.

#### **Cancellations**

If you decide to cancel your trip, the following fees apply and are due to PHILANTHROPY VACATIONS, LLC at the time (prior to departure) we receive written notice of your cancellation. Some trips may have special cancellation or transfer fees; if so, they will be listed on the Itinerary details or supporting trip documents.

- 90 + days Refund minus initial deposit of \$500
- 0 - 89 days 0% Refund

## **Transferring trips**

If you decide to transfer your trip reservation, please contact the Philanthropy Vacations office ASAP. Some trips may have special cancellation or transfer fees. To protect yourself, we recommend that you purchase trip cancellation insurance (see below).

## **Travel insurance**

Should you have to cancel your trip because of illness, injury or death to you or an immediate family member, this insurance protects all your deposits and payments for both air and trip costs. PHILANTHROPY VACATIONS, LLC recommends that you purchase this insurance at the time of sign-up to be covered for pre-existing conditions (certain restrictions apply). While PHILANTHROPY VACATIONS, LLC does not offer travel insurance through our company directly, we will gladly assist you sign up with a recommended agency. We strongly recommend the purchase of trip insurance.

## **If we cancel a trip**

PHILANTHROPY VACATIONS, LLC reserves the right to cancel all or a portion of a trip for force majeure or any other circumstances beyond our control and, in the event of such cancellation, full or partial refunds, if any, will be at PHILANTHROPY VACATIONS, LLC's sole discretion. We also reserve the right to cancel any trip if sign-up is inadequate to make the trip economically feasible for us to operate, and in this event, we give a full refund of the trip price. However, PHILANTHROPY VACATIONS, LLC is not responsible for additional expenses incurred by you in preparing for the trip (e.g., visa fees if applicable, gear or medical expenses).

## **Fewer than required number of participants**

Each trip requires a minimum number of participants for departure. If we sign up enough participants to run a trip but unexpected cancellations drop the number of participants below the required minimum, it will be at the discretion of PHILANTHROPY VACATIONS, LLC to determine if sign-up is inadequate to make the trip economically feasible for us to operate, and in this event, we give a full refund of the trip price.

## **Refunds**

PHILANTHROPY VACATIONS, LLC does not give any refunds for unused hotel rooms, meals, sightseeing trips or trek arrangements. Trip price is quoted as a package; credits are not given for services not used. All participants must sign the following Release of Liability, Assumption of Risk and Indemnification Agreement. A copy of this form will be included in your confirmation packet.

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Initial

[www.PhilanthropyVacations.com](http://www.PhilanthropyVacations.com)

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# Release of Liability, Assumption of Risk and Indemnification Agreement

**1. TRIP AND ASSOCIATED RISKS** - I have chosen to participate in the above referenced trip (hereinafter referred to as "the Trip"), which is organized by PHILANTHROPY VACATIONS, LLC, doing business as Philanthropy Vacations (hereinafter referred to collectively as "Philanthropy Vacations"). I understand that:

- The Trip involves activities that are inherently hazardous;
- During the Trip, I may be exposed to dangers and hazards, including equipment failures and negligence by others;
- As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and that my property may also be damaged;
- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Trip and, where available, may be expensive; and
- Philanthropy Vacations assumes no responsibility for providing medical care during the Trip, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Trip, I agree to the terms contained in this document.

**2. ASSUMPTION OF THE RISKS** - I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Trip-including any risks caused by the negligence of Philanthropy Vacations, its employees and officers, its contractors, and other trip participants.

**3. WAIVER AND RELEASE OF LIABILITY** - I hereby WAIVE AND RELEASE ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS against Philanthropy Vacations, its employees, officers, directors, vendors, and contractors ("Released Parties"), where such LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS arise in any way from any injury, death, loss or harm (whether foreseen or unforeseen) that occur to me or to any other person or to any property during the Trip or are in any way related to the Trip. This release includes, but is not limited to, claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Florida law does not permit to be released by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss, or harm that occur on the Trip, except for suits or claims related to gross negligence, intentional or reckless misconduct, or any other liabilities that Florida Law does not permit to be released by agreement.

**4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE** - I promise to INDEMNIFY, WARRANT, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise from my acts or my failure to act (including my own negligence) during or relating to the Trip. In accordance with this promise, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or

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disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**5. OTHER FORMS & TERMS** - I have carefully read Philanthropy Vacations' Reservation Information, Health Form, "Activity Level and RISKS & HAZARDS," and have familiarized myself with all of the information provided to me about the Trip and its rating. I agree to all of the conditions in the Reservation Information- including the sections about my responsibilities and about Philanthropy Vacations." legal limitations. I acknowledge that Philanthropy Vacations has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Trip.

**6. SEVERABILITY** - I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Florida law. I agree that if any portion or provision of these agreements are found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

**7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES** - This entire agreement including itinerary, financial and any other agreements is governed by and shall be construed in accordance with the laws of the state of Florida, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Trip shall be brought in the U.S. District Court of Florida, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I have fully informed myself of the contents of this agreement by reading all pages before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

If participant is a minor, signature of parent or guardian is required: In consideration of my minor child's being permitted to participate in the Trip, I accept and agree to the full contents of this agreement. I understand that I am responsible for, and I accept the responsibility for the supervision throughout the duration of the Trip of any minor traveling in my care. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to my minor child during the Trip or in any way related to the Trip. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Florida law does not permit to be excluded by agreement.

Expedition Location: \_\_\_\_\_

Dates of Trip: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant, Parent, or Guardian

\_\_\_\_\_  
Date



# PHILANTHROPY VACATIONS

## PAYMENT AND FINANCE AGREEMENT

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### ALL-INCLUSIVE PRICING TERMS OF SERVICE

At Philanthropy Vacations, we want every family, group, or organization to have the opportunity to experience one of our amazing all-inclusive trips. Philanthropy Vacations offers in-house financing at 3.9% for all trips with as little as \$500 down to book your dates. No credit check is required! A 5% discount is offered for all trips paid in full at the time of booking.

Philanthropy Vacations all-inclusive pricing packages include passport services, flight services, customized itinerary planning, luxury accommodations, transportation, unique and diverse meals and snacks, beverages (non-alcohol), daily excursions, entertainment, spa services, guided tours, organized philanthropy opportunities, events, and more!

Our friendly staff is standing by to answer any of your questions! When you call in, we will first help you select the best destination for your trip based off your perfect vacation ideas. Once your destination is selected, we will work with you to select the perfect dates for your trip. Next, we will organize the excursions, spa services, and philanthropy opportunities that interest you most in your itinerary. Finally, we will book your selected dates and set up your account with a payment plan if requested.

### 1) DEPOSIT

**A.** A non-refundable deposit of only \$500 per individual, family unit, or group will secure the selected dates and location on Philanthropy Vacations calendar. **B.** The deposit paid will be applied to the final balance of the trip.

### 2) PAYMENTS

**A.** Excepted forms of payment include; credit & debit cards, bank wire transfer, check, cash, Zelle, PayPal, and Venmo **B.** A 5% discount will be applied to trips paid in full at the time of booking **C.** Financing is offered to ALL at a 3.9% monthly fee (No Credit check-Everyone Approved) **D.** Payment terms may not extend 24 months from the time of booking **E.** Should client elect to take advantage of the Philanthropy Vacations payment plan offer, the trip must be paid in full 30 days prior to departure and a minimum monthly payment of \$250 per month must be made. **Failure to pay in full 30 days prior to departure will void the trip and a refund will not be issued.** **F.** Clients who elect to participate in the payment plan offer authorize Philanthropy Vacations to keep on file and bill their card or account.

### **3) INCLUDED IN ALL-INCLUSIVE PRICING**

**A.** Passport direction and referral to expedited passport services **B.** Itinerary planning and bookings of all included events, activities, and excursions **C.** Flight services **D.** Lodging while at destination **E.** Transportation while at destination **F.** Three meals a day while at destination **G.** All excursions, activities, events, tours, and spa services included in itinerary

### **4) CANCELTION OR DATE CHANGE POLICY**

**A.** All deposits are non-refundable **B.** If for any reason the trip is cancelled by Philanthropy Vacations, a refund will be given to client **C.** If for any reason the client cancels their trip more than 120 days before departure a refund will be given less any deposit paid **D.** If for any reason the client cancels their trip within 90 days of departure a refund will not be given. **E.** Should a client request to alter the dates of their trip after the itinerary has been signed, a fee of 7% of the total booking price will be applied to the client's account.

### **5) INSURANCE**

**A.** Insurance for your trip is greatly encouraged **B.** Philanthropy Vacations does not offer any insurance, however, we may make recommendations of third-party suppliers of vacation and trip insurance

### **6) PASSPORT & VISA'S**

**A.** Passports are required for each attendee on all international trips outside of the USA **B.** Visa's may be required to enter certain countries (check with your Philanthropy Vacations booking representative to see what requirements your destination may have) **C.** Philanthropy Vacations is not responsible for or liable for approval of clients' passport or visa, however, Philanthropy Vacations staff may offer recommendations of third-party organizations who offer expedited services. These companies do all the, "heavy lifting" for a small fee.

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**DATE**

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**PRINTED NAME OF CLIENT**

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**SIGNATURE OF CLIENT**