

# ADAM MAKOS

## TOURS

Dear Traveler,

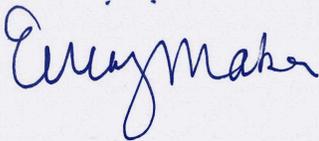
In our nearly fifteen years of planning adventures across the world, it seems like we've experienced it all!

We've had suitcases left on the baggage carousel in Barcelona, found an optometrist in rural England to fix broken glasses, handled a concussion at a 15th century monastery in the Dolomites, brought an 88-year-old for acupuncture in North Korea, lost and found a family member in the Mdina Citta Vecchia in Malta, and had flights cancelled out from under us in every part of the globe.

So when you read the following five pages of policies and procedures please know that they are written based on years of international travel, and even more importantly, to **protect your travel experience** from the rare extreme.

Have no fear however as we'll be traveling alongside you as if you were a member of our own family, and that means all the fun and adventure that goes with it!

Best Wishes,



Erica Makos

Tour Manager

Adam Makos Tours



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## TOURS

### **2019 Policies & Procedures**

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This document describes Adam Makos Tours (“AMT”) Policies and Procedures. By signing up for an AMT tour you agree to these Policies and Procedures. Please read this document carefully before you book your tour. Prior to submitting your down-payment you will be asked to digitally sign this Policies and Procedures agreement.

#### **PAYMENT**

We require an initial deposit of \$1,000 down, per traveler, with the remaining balance of the tour cost due 90 days prior to the tour departure.

After your initial deposit is made, you can use our [PayPal online funds transfer link](#) to transfer the remaining balance on a payment schedule of your choosing.

Zero interest payment plans are also available. We can run these payments automatically for you, by charging your credit card on the 1st of each month. Simply contact our office at [Staff@AdamMakosTours.com](mailto:Staff@AdamMakosTours.com) to set this up.

Prices quoted are in US dollars, per guest, based on double occupancy, and are subject to change without notice. Once AMT receives your initial deposit you are guaranteed to lock in your pricing, so if pricing rises, you won't pay more.

We accept all major credit cards, checks, and money orders.

#### **CANCELLATION POLICY**

Due to the fact that we must outlay numerous nonrefundable prepayments to guarantee your tour's accommodations and activities, our policy is as follows:

If you cancel up to 90 days prior to your tour's departure you will receive a full refund minus a \$250 fee per person.

If you cancel under 90 days from the tour's departure, there will be no refunds provided. If we are able to fill your tour spot with paying customer, we will then refund 90% of your fee.

Cancellations must be confirmed in writing by an AMT staff member. We strongly recommend [purchasing travel insurance](#) to avoid any conflict with our cancellation policy.

#### **TRAVEL INSURANCE**

It's the opinion of AMT that travel insurance is a necessary purchase. Unexpected events, natural disasters, family illnesses; they can all spring up and travel insurance assures that you're covered if you can't make the departure. We offer [travel insurance information here](#). You're also welcome to purchase yours through another carrier.

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# ADAMMAKOS

## TOURS

### CHANGES TO ITINERARY

AMT reserves the right to make any changes necessary to the tour itinerary, or any substitutions to the experiences, meals, lodging, and visitations advertised, without prior notification or approval from tour attendees. We want to deliver the best tour possible for you, and sometimes, due to unforeseen circumstances such as weather, mechanical, or logistical issues we may have to make the best possible substitution.

### INCLUSIVITY

Your AMT tour fare includes the following as outlined in the [“Day by Day” itinerary](#): lodging, specified meals (with one alcoholic beverage, beer or wine, per included meal), gratuities, transport to/from the international airport during your tour’s arrival/ departure time window, ground transportation during the tour, taxes, and all guides/pre-planned tour experiences.

Your airfare from the U.K. to Munich is included at no additional charge, and it allows for one free checked bag. Your fare will be a coach class ticket. Should you wish to upgrade to a higher class of service class, you may do so at your own expense— please inquire for details.

AMT Tours is not responsible for the following expenses that fall outside of our [“Day by Day” itinerary](#): Travel expenses incurred prior to meeting the tour leader, airline fees, additional food/drink/entertainment throughout the tour, mini bar costs, laundry, internet, phone calls or roaming cell phone fees, passport costs, additional travel pre/post tour, airport transfers if not able to meet the scheduled arrival/departure times, any accident or sickness related costs, lost baggage fees, tour cancellation or interruption costs, any expenses due to airline or transportation delays during/after the tour, any travel related insurances, additional sightseeing or extra travel excursions during the tour timeline.

International airfares to and from the tour destination are not included in the tour fare.

We will not be responsible for any personal expenses not specifically mentioned as included in the [“Day by Day” itinerary](#).

### HEALTH AND WELLNESS REQUIREMENTS

Travel in the UK/Europe is like stepping back in time, which means a lack of technological advances that make traveling easier, especially for those with health or mobility issues. Roads and sidewalks are cobblestoned and uneven, railings and elevators are nonexistent, and meals may be completely locally sourced and very limited in options. Because of this we require any guests with any physical impairments (mobility, handicap, health, or dietary restrictions) or mental conditions (emotional, neurological) to notify us in writing prior to booking. This way we can explore if special arrangements prior to booking are possible, or perhaps advise a different itinerary.

By booking with us you represent and warrant that you are physically and otherwise fit to travel and that you will comply with the terms of this policy. We reserve the right to refuse a reservation, or terminate any traveler’s tour, if we determine them unfit to participate in the tour.

If AMT determines any traveler to be a danger to themselves or to others, does not follow instructions or the tour leader, ruins

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# ADAMMAKOS

## TOURS

the enjoyment of others, or requires additional care or assistance beyond what AMT can reasonably provide, AMT reserves the right to require the traveler to leave the tour without any refund. AMT will not assist the traveler with arranging return transportation.

**Mobility restrictions:** Travelers must be able to get on/off the motor coach without assistance as well as some more strenuous walking through battlefields, hedgerows, across airfields with smashed concrete, etc.. Our motor coaches are not equipped with wheelchair lifts or ramps.

Travelers are required to bring any health aids (for example, oxygen, hearing aids, etc.) with them and must inform us of at the time of booking in the event arrangements have to be made for transport.

**Dietary restrictions:** Anyone with dietary restrictions must alert us in writing at the time of booking so we can make sure we have options available at each provided meal. We will be eating at some unique, “off the beaten path” restaurants with set menus, so this is key to your culinary enjoyment.

We will make every effort to accommodate those with health restrictions, but we regret that we are not able to accommodate vegan or kosher meal plans.

**Medical Emergencies:** We highly recommend travel insurance in the rare event that you suffer a medical emergency while on tour. U.S. health insurance plans do not cover international expenses, and AMT is not liable for any medical expenses, refunds for lost tour days, fees for transportation to or from a medical facility, or medical transportation back to the U.S.

You agree that if you become ill or incapacitated, AMT and its employees may take any action they deem necessary for your safety and well-being, including securing medical treatment and transporting you home at your own expense. AMT makes no warranty that it will be able to arrange for emergency treatment.

### **AIRPORT PICKUP AND DROP OFF**

**Pickup:** We require all travelers to arrive at London’s Heathrow airport no later than noon on the first day of the tour. If you are unable to arrive at the meeting time and location due to unexpected travel delays, we will assist you in making alternative transportation arrangements to meet the group. However, we will not be liable for those expenses, nor will we reimburse you for any missed tour experiences and time.

**Dropoff:** We will be providing one transfer to Munich’s airport and are scheduled to arrive at the airport at 09:00.

### **LUGGAGE REQUIREMENTS**

Each traveler is allowed to bring one full sized (35.5 x 29.5 x 16 inch) suitcase not weighting more than 50lbs, and one personal item (purse, briefcase, or backpack) for the tour. AMT is not responsible for the loss or damage to luggage or any personal items during any stage of the tour. Luggage will be the personal responsibility of the traveler.

Bags must be reasonably packed and clearly labeled. We recommend travelers always hand-carry any medications, valuable electronics, and travel documents such as passports.

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# ADAMMAKOS

## TOURS

### TRAVEL DOCUMENTS

You are required to have a valid passport which does not expire within 6 months of the day you reenter the United States, and we always recommend you hand-carry all documents while traveling, and use in-room safes when available.

### CURRENCY FLUCTUATIONS

For travelers who have yet to put down a deposit we estimate the tour costs based on currency rates at the time of posting the itinerary and dates. We reserve the right to raise published prices as we see fit due to currency, fuel, or other fluctuations until the day of the tour. We also reserve the right to cancel the tour (with full refunds issued) in the event of substantial currency exchange rate fluctuations. Once AMT receives your initial deposit you are guaranteed the advertised pricing for the tour portion.

### GRATUITY

Gratuities are covered from the moment you meet your tour leader at the airport. However, if you wish to give any additional gratuities, or have gratuities generated by any personal travel or excursions, those are your responsibility.

### MINORS

We love the idea of educating the younger generations. Please keep in mind that some of the activities, are limited to travelers that are 18 or over. Some tour destinations and material such as concentration camps and the Wellborn Massacre may not be appropriated for younger travelers. Please contact us prior to booking tours for anyone under the age of 18 so we can ensure participation. No alternative activities will be designated by those unable to participate with the group due to age restrictions.

### TRAVEL WARNINGS

AMT will be monitoring safety and political situations in the countries we will be visiting. AMT will revise or cancel the tour or specific destinations if they are insecure. AMT is not liable for any cancellations due to acts of government, strikes, acts of war or civil unrest, insurrection or revolt, criminal or terrorist activities or the threat of terrorism.

In the event of any of the above mentioned scenarios, it is ultimately the traveler's decision whether to participate in excursions and the tour in general, based on their own risk assessment. For up to date travel warnings and advisories we recommend visiting the U.S. State Department's and the Center for Disease Control's websites (<https://travel.state.gov/content/passports/en/alertswarnings.html> and [wwwnc.cdc.gov/travel/notices](http://wwwnc.cdc.gov/travel/notices)).

### TOUR PARTICIPATION CONDUCT

Appropriate behavior is expected at all times. You agree to abide by all local laws while on the tour. If you abuse or disobey any laws, even unintentionally, you waive any right to a refund, and AMT may send you home at your own expense.

We reserve the right to terminate your participation at any time. If you become dangerous, destructive, or disruptive during the trip, we will terminate your participation in the tour. If your participation is terminated based on your behavior, there will be no refunds of unused portions of the tour, or other additional related expenses you generate due to the termination.

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## TOURS

### Liability & Marketing Release

#### RELEASE OF LIABILITY

AMT does not own or operate any entity which provides services for the tour, including for example hotels; airline, motor coach, or other transportation; or food service and entertainment providers. All such persons and entities are independent contractors. As a result, AMT 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.

AMT is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the tour resulting from, but not limited to: acts of God; force majeure; acts of government; acts of war or civil unrest, insurrection or revolt; epidemics, or the threat of epidemics; strikes or other labor activities; criminal, terrorist or threatened terrorist activities; bites from or attacks by animals, insects or pests overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments, or other lodgings, or historical sites; mechanical or other failure of any means of transportation or for untimely arrivals or departures; sanitation problems; food poisoning; lack of access to or quality of medical care; or act of third parties.

I agree to release AMT along with their officers, directors, employees, agents, and authorized representatives for any and all claims of any nature related in any manner to the tour, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligent or wrongful death or any statutorily based claim. I waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorney's fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in the tour.

#### BINDING ARBITRATION

You agree that any dispute concerning, relating or referring to the tour, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§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) Colorado law and will take place in Colorado. 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 Policies and Procedures and Liability Statements you are waiving the right to a trial by jury. Any arbitration proceeding and its outcome shall be strictly confidential.

#### MARKETING RELEASE

I understand and consent that AMT may use any photographic or video likeness of me made during the tour without compensation.

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