



Terms & Conditions

RESERVATIONS: Please visit www.jhilltravel.com, call (214) 561-9909, or contact us via email at admin@jhilltravel.com.

IDENTIFICATION: Guests must make reservations in the full name that is listed on their passport that they will use for travel. If a passport is not required, then guests must make reservations in the full name that is listed on their government issued identification. If you need to make any changes to a name after travel documents have been issued, clients will be responsible for all name change fees, if applicable.

PAYMENTS: Reservations can be made online with major credit cards.

REFUNDS: All payments to J Hill Travel are non-refundable and non-transferable. This is because J Hill Travel has contractual agreements with hotels, airlines, and other vendors that will not allow us to obtain refunds. This way, we can keep our package prices competitive and allow you to make monthly payments on your vacation. All payments you authorize and are processed directly with a travel Supplier will be subject to the terms of the supplier.

CHARGEBACKS: Before filing a dispute with your bank, call J Hill Travel at (214) 561-9909 or contact us via email at admin@jhilltravel.com to discuss account resolution. Filing chargebacks could result in your reservation being cancelled and may prevent future travel with J Hill Travel.

ROOMMATE MATCHING: Roommate matching is available for our female travelers for most tours. You will be matched with a roommate 45 days before your trip departure date.

PASSPORTS AND VISAS: Passengers are responsible for ensuring they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. **Any information provided in the travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. J Hill Travel does not provide or validate travel**

requirements for Non-US citizens. We strongly suggest all cruise passengers have a valid passport in their possession while cruising.

TRAVEL INSURANCE: Missing a vacation is bad enough. Losing the money you paid for your vacation is even worse. Therefore, we highly recommend Travel Insurance that provides coverage for Trip Cancellation, Interruption, Baggage Loss, and more. You are required to select and purchase travel insurance yourself for domestic and international tours.

TRAVEL DOCUMENTS: Provided full payment is received no later than your Final Payment Due date, travel documents and travel instructions will be sent via email and/or mail 30 days or earlier before travel. **CHILDREN:** All children under 18 must be accompanied by an adult. Accompanying adults are responsible for the safety of their children. Please note that many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be traveling with an adult other than his/her parents or with only one parent, a notarized letter written by the parents, or non-traveling parent, granting authorization to travel, including the dates of travel, should be carried.

PRICES: All prices listed are per person based upon shared twin room occupancy unless otherwise clearly specified. Prices do not include items of a personal nature, such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where clearly specified), passport and visa fees, insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at the time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, tour package prices and availability will change accordingly. In case of human or computer error, J Hill Travel reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided J Hill Travel receives a written cancellation within five days of the price increase notification.

AUTOMATIC BILLING PLAN

You are automatically enrolled in our automatic billing plan upon booking. You can relax knowing that your future payments will be made automatically. When you book, we'll calculate an evenly divided automatic billing plan for you, and you will know in advance on the day of every month that your payment will be processed. Your initial deposit is due at the time of booking, and your future payments will be charged according to the schedule you see on your invoice. Automatic billing is available at no charge.

You can opt out of automatic billing by emailing us after you make your reservations. Please send an email to admin@jhilltravel.com

PAYMENTS & CANCELLATION

Deposit: A deposit is due at the time of reservation. All deposits are non-refundable and non-transferable. All deposits authorized and process by a supplier will be subject to the Supplier's policy.

All reservations (except where specified) will require a deposit, and the amount due and the monthly payment plan will be clearly noted.

Full Payment: All reservations can be paid in full at the time of booking as long as the tour still has available space.

Late Payment: If there is any outstanding balance by the Final Payment Due date listed on your invoice, you may be subject to a late fee of \$150 automatically added to your invoice one day after your final payment date.

Reinstatement of Reservations: If your travel reservations have been canceled, and you notify us within 14 days that you want to reinstate your reservations, a service reinstatement fee of \$150 will be added to your invoice and must be paid in advance to apply for reconfirmation of services.

Last Minute Reservations: All reservations must be made no later than 60 days before departure. If requested services cannot be confirmed, payment will be refunded. If services are confirmed, final payment is due within 24 hours, and all applicable cancellation penalties will apply.

Form of Payment: J Hill Travel accepts all major credit or debit cards (American Express, Discover, Mastercard, Visa).

Refunds: All payments to J Hill Travel are non-refundable and non-transferable. This is because J Hill Travel has contractual agreements with hotels, airlines, and other vendors that will not allow us to obtain any refunds. This way, we can keep our package prices competitive and allow you to make monthly payments on your vacation. All payments you authorize and are processed directly with a travel Supplier will be subject to the terms of the supplier.

Cancellation: Once reservations have been made, cancellations will only be accepted in writing. Email your cancellation request to admin@jhilltravel.com with your invoice number, full name, and travel date. Once your email has been received, you must complete the cancellation request form sent to you via email to complete the cancellation process. If you do not receive an acknowledgment within 48 hours, please call (214) 561-9909 to ensure your information was received.

Reservation Name Changes: Name changes due to incorrect information being provided will incur a \$250 per person charge plus any additional supplier fees. Please note that name changes to airline reservations are subject to full cancellation and rebooking. Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to cancellation penalties, and is not covered by this Reservation Name Changes policy. Changes or additions after departure are

subject to local rates at the time of amendment and must be paid directly by the passenger to the service provider. There are no refunds for unused services.

COVID-19 WAIVER OF LIABILITY

In Spring 2020, the World Health Organization (WHO) declared the Novel Coronavirus (COVID-19) a worldwide pandemic. The Centers for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing, wearing a mask or face covering, and keeping at least 6 feet away from others. If contracted, this virus has the ability to cause the traveler serious and severe illness. For more information on the COVID-19 virus, please visit the CDC webpage at www.cdc.gov.

I understand and agree to the following:

1. COVID-19 is a highly contagious virus that can be spread via person-to-person contact;
2. After reasonable inquiry, J Hill Travel provided me with the best available information regarding the pandemic protective policies and practices of the vendors and suppliers in my travel itinerary.
3. Supplier(s) of J Hill Travel may have policies in place to help prevent the spread of COVID-19. J Hill Travel is not the drafter or holder of those policies, and I understand that these policies can change at any time;
4. I understand that the supplier(s) may not apply those policies as diligently as the policies suggest, and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate;
5. I understand that each state/country institutes its own pandemic-protective policies and regulations. I further understand that I am responsible for knowing, understanding, and abiding by the pandemic-protective policies and procedures regarding COVID-19 of all state(s)/country(ies) listed in my travel itinerary, including any policy updates. I also understand that I may be denied entry into the country for reasons within or outside of my control;
6. I understand that by traveling, I can be subject to voluntary or involuntary quarantine either at home or in the traveled location(s);
7. I am responsible for knowing, understanding, and abiding by the pandemic-protective policies and procedures regarding COVID-19 of all vendors used in my travel itinerary, including any policy updates;
8. With full awareness and appreciation of the risks involved, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release J Hill Travel its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims,

demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with J Hill Travel.

9. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of J Hill Travel services, or the services of travel J Hill Travel's suppliers or vendors, specifically related to COVID-19.

FORCE MAJEURE

There may be times when either party is unable to perform, or complete performance, under the travel contract for reasons out of each other's control. These are called force majeure events and, if they occur, make performing under the contract inadvisable, commercially impracticable, illegal, or impossible. Events that may trigger this provision include but are not limited to, acts of God, acts of government, acts of war or civil unrest, insurrection or revolts, military action, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, pandemics, epidemics, illnesses or health conditions prevalent in the area of travel, earthquakes, hurricanes, lightning, and explosions, unexpected legislation, or any other event outside the reasonable control of either party.

In the event that a force majeure event occurs, the parties will look to and follow the cancellation policies of the suppliers, what is stated in the travel proposal, and these terms & conditions. Any changes to those policies are at the sole discretion of the supplier (if applicable) and Travel Agency. Passengers will be informed of their options if a force majeure event occurs.

TRAVELERS WITH DISABILITIES

In order to fully enjoy your J Hill Travel tour, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities and sight or hearing impairments, are required to notify J Hill Travel prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers, or other tour, hotel, and ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety. J Hill Travel reserves the right to reject participation or remove any individual from a tour if notification was not

provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the passenger's sole responsibility. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. J Hill Travel can suggest touring options based on specific requirements.

Wheelchairs & Walkers: USA Tours: Pursuant to the Americans with Disabilities Act (the ADA), J Hill Travel seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise J Hill Travel of their accessibility requirements prior to booking in order for J Hill Travel to determine if reasonable accommodations are available. J Hill Travel will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

International Tours: Hotels, sea, and river cruises outside of the United States are not required to comply with ADA requirements and, therefore, may not have ramps, wide entryways, or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers, and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers, and motorized scooters may not be taken aboard motor coaches and river cruises.

Service Animals: Service animals cannot be accommodated on international escorted tours. Passengers on the USA escorted tours who require a service dog because of a disability should check with J Hill Travel prior to booking a tour.

AIRLINES: J Hill Travel is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. J Hill Travel is not responsible for penalties incurred for tickets, international or domestic, not issued by J Hill Travel due to schedule and/or flight changes.

Airline reservations completed online are subject to review and, should J Hill Travel deem it necessary, may be rebooked to match minimum connecting time requirements and/or tour package itineraries, in which case you will be notified immediately. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flights are heavily booked, even when normal ticketing rules do not require tickets to be issued until a later date. In this instance, J Hill Travel will require immediate and full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full payment is not received, seats will be cancelled by the airline and may not be available to be

rebooked on the same flights or at the same airfare. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

Airline Tickets: J Hill Travel airline tickets will be issued electronically approximately 30 days prior to departure and are fully non-refundable.

Airline Seat Assignments: The airlines bear the sole authority of assigning seats on group flights. All J Hill Travel airline contracts are for economy-class seats only. If you require another class of service, you may consider purchasing your own flights and purchasing your land-only package from J Hill Travel.

Airline Frequent Flier Programs: Passengers are responsible for contacting their airline directly regarding mileage eligibility and accrual. Airline frequent flier programs determine whether to award miles in part or total based on their own rules, which are updated frequently. Some discounted or promotional airfares, as well as some code-share flights, are not eligible for mileage accrual. Some private airfares, such as a "J Hill Travel Airfare," are not eligible for mileage or may qualify for reduced mileage, even if the same airline class of service is eligible for full mileage when sold as an "Instant Purchase" published airfare. Not all published airfares are eligible for mileage. J Hill Travel will record frequent flier numbers when provided by the passenger prior to travel documents being issued. However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights that were initially eligible for mileage accrual no longer being eligible. We highly recommend passengers provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible for determining whether previously earned mileage may be applied to flights to secure upgrades.

Contact Information: Pursuant to TSA Secure Flight requirements, passengers are responsible to provide J Hill Travel with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, email and fax data for all passengers. Passengers must ensure that names are correctly listed on their invoices. J Hill Travel will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

Airline Name Changes: Any name change, including minor spelling corrections, may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$250 revision fee per

change. J Hill Travel will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at admin@jhilltravel.com.

Airline Taxes & Fuel Surcharges: If you purchased airfare, airline taxes, and fuel surcharges are included. Prior to the completion of full payment, there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or fuel surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre-departure documentation.

Schedule Changes: In the event of an airline schedule change, J Hill Travel will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. J Hill Travel is not responsible for schedule changes, including, when applicable, changes in routing and/or the number of stops in the itinerary. J Hill Travel is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise J Hill Travel of amended flight details in writing at admin@jhilltravel.com. J Hill Travel cannot be held responsible for land services, including arrival and/or departure transfers if flights are changed without its knowledge.

Hotel Accommodations: All rooms requested are standard twin-bedded (two single beds) rooms with private facilities unless you have specifically requested a king/double size bed. Please understand although we will make a bed type request on your behalf, bed types are subject to availability. **Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis.** Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size.

Although available at most 4 and 5-star hotels, the use of air-conditioning abroad differs greatly from the United States. Many European hotels were built before central air-conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are not negotiable and based on J Hill Travel's agreements with its suppliers. Hotel check-in time is generally not before 3:00 p.m., and check-out time is before noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late-night flight is being used. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

Hotel & Cruise Profiles: J Hill Travel's hotel and cruise ship profiles are based upon information provided to J Hill Travel by hotel and cruise ship partners and their representatives, including images and descriptions of individual properties. Star ratings may differ from country to country. J Hill Travel does its best to maintain current information; however, it is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

Meals: As specified in each itinerary. Meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included unless specifically stated. Although J Hill Travel cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure at admin@jhilltravel.com.

Transfers: Transfers are provided as indicated for each tour by car, minibus, or motor coach, provided airfare is purchased from J Hill Travel. If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the responsibility to purchase your own transfer to the hotel. Your arrival transfer is guaranteed for up to two hours from your scheduled arrival time in order to compensate for minor delays. J Hill Travel or the transfer company will not be responsible for flight delays, for any reason, beyond two hours from your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration, and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements, such as a taxi. Transfer costs are not refundable, and any additional expenses will be your responsibility. The cost of a transfer is more expensive than hiring a taxi, as a J Hill Travel transfer necessarily includes round trip service, or 'dead-leg,' meaning that our driver must come to the airport, hotel, or pier only to pick you up and necessarily loses a one-way fare. Often the places of call (airports, seaports, hotels) demand entrance and parking fees, where drivers may have to wait for up to an hour. J Hill Travel transfer drivers, while not employees of J Hill Travel, are reliable. They provide you with a full welcome service, transfer you to the correct location, and are prepared to answer your questions along your ride.

Sightseeing & Itinerary: Will be operated by motor vehicle, its size dictated by the number of participants. J Hill Travel tours has been designed to accommodate individuals as well as groups. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have an early morning start time for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. You are responsible for arriving on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show," in which case you will not be eligible for a refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to the section "Travelers With Disabilities." On dates including, but not

limited to, religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances, including weather conditions, there may be last-minute changes, sometimes after arrival, affecting the sequence of the tour, locations visited, and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of a similar category. In such cases, there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however, J Hill Travel will decide, based on the conditions, whether to amend an itinerary. J Hill Travel itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider, and the decision to participate in any such activities should be made independently and with due consideration.

Group Harmony: To ensure the desired group synergy, J Hill Travel reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable.

CRUISES:

Ship & Itinerary Changes: Cruise itineraries and ships are subject to change without notice. Furthermore, cruise ships may be chartered and/or departure dates canceled, in which case all monies will be refunded. J Hill Travel takes no responsibility for ship substitutions or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur, including the issuance and/or cancellation of airline tickets or visa fees.

Medical Services: Many ships do not carry a doctor or nurse onboard. Should medical attention be required, local services will be contacted. The resulting charges will be the responsibility of the passenger. J Hill Travel and the cruise ship operator are not responsible for the services provided.

Health Requirements: Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control (www.cdc.gov) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by the client's health practitioner on a valid vaccination certificate which the client must carry for

proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person arriving at the destination ill with an apparent fever or becoming ill during the tour will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses, such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger.

Luggage (Airlines): Checked bags are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62") and a maximum weight of 50 lbs (23kg). Many airlines apply charges for checked bags. J Hill Travel is not responsible for checked bag fees, excess luggage, or weight charges levied by an airline. If the airlines lose or damage your luggage, a baggage claim form **MUST** be filed with the carrier before leaving the airport by the client. We recommend using brightly colored luggage tags, straps, or other identifiers to help you locate your luggage upon arrival or to describe it if it is lost.

Luggage (Escorted Tours): All J Hill Travel escorted tour buses allow one piece of luggage per person, plus a carry-on bag. Additional baggage may be subject to a handling charge/fee per piece. As J Hill Travel will not be responsible for loss or damage to luggage and personal belongings, you **MUST** report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider.

Tipping: Complete tipping guidelines are as follows:

Drivers, including private cars and motorcoach drivers: \$5-\$10 per person per day

Tour Guides: \$10-\$20 per person per day

PASSENGER AGREEMENT: All passengers must complete a Passenger Agreement before travel and, by so doing, formally accept J Hill Travel's Terms & Conditions. Passengers booking online will be required to complete the Passenger Agreement at the time of booking. Travel documents will not be released without a completed Passenger Agreement. J Hill Travel reserves the right to cancel bookings and return deposits without a completed Passenger Agreement. The Passenger Agreement incorporates these Terms & Conditions, including the following Release from Liability, Assumption of Risk, and Binding Arbitration Clauses. Completing the Passenger Agreement constitutes agreement to these Travel Terms & Conditions and J Hill Travel's Release from Liability, Assumption of Risk, and Binding Arbitration Clause.

RELEASE FROM LIABILITY: J Hill Travel, its shareholders, directors, officers, employees, and affiliates (collectively "J Hill Travel") 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. As a result, J Hill Travel 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, J Hill Travel 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, 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 J Hill Travel. In addition, I release J Hill Travel from its own negligence and assume all risk thereof.

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 J Hill Travel, or other persons and companies known or unknown, or of the 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 in 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 J Hill Travel and agree to hold harmless and release J Hill Travel 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 J Hill Travel 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, 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) Texas law and will take place in Dallas, TX. 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, you (and we) are waiving our right to a trial by jury.

VOLUNTARY PARTICIPATION: I acknowledge that I have voluntarily applied to participate in 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 J Hill Travel 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.

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. I am aware that this is a release of liability and a contract between myself and J Hill Travel, and I agree of my own free will. By signing, I agree to these Travel Terms & Conditions and J Hill Travel'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: J Hill Travel may take photographs or video of its trips, and trip participants grant J Hill Travel permission to do so and for it to use same for promotional or commercial use without payment of any compensation to the participant.

USE OF WEB SITE: WWW.JHILLTRAVEL.COM

Agreement between Customer and J Hill Travel: www.jhilltravel.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.jhilltravel.com constitutes your agreement to all such terms, conditions, and notices.

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Links to Other Web Sites: www.jhilltravel.com may contain hyperlinks to websites operated by parties other than J Hill Travel. Such hyperlinks are provided for your reference only. J Hill Travel does not control such Web sites and is not responsible for their contents.