

## DETAILS

### RESERVATIONS AND PAYMENTS

Payment of a \$750 deposit per person (payable to Adagio Travel LLC) is required to reserve a space on each journey. We accept payment by cash, money order or check. Because of the small size of our groups, it is important to make your reservations early. We will maintain a waiting list to fill any vacancies arising from cancellations. A \$50 late fee will apply if booking within 14 days of departure.

**Submit registration on-line or print out and mail, together with deposit and the signed Release and Assumption of Risk form below, to:** Adagio Travel LLC, c/o C. Harris, 4208 West Pine Boulevard, St Louis, MO 63108, USA

**NB: BALANCE IS DUE NO FEWER THAN 60 DAYS BEFORE DEPARTURE IN ORDER TO MAINTAIN YOUR BOOKING.**

### ITINERARIES

We design our journeys with a degree of flexibility to provide our clients with the best possible opportunity for exploring a particular destination. Therefore, our itineraries may change due to any factor at the discretion of Adagio Travel LLC ("ADAGIO"). We will do our best to keep any changes to a minimum.

### CANCELLATIONS AND REFUNDS

**Cancellation by Client:** If you need to cancel your journey before departure, the following fees shall apply at the time we receive your written cancellation notice:

- More than 90 days before departure: **\$250**
- From 90 - 61 days before departure: **\$500**
- From 60 – 46 days before departure: **\$750**
- Fewer than 46 days before departure: **100% of tour price**

Cancellation fees have been calculated to fairly compensate ADAGIO for the expenses of processing the booking and cancellation and for the risk of being unable to resell the space on your tour. Exceptions to this cancellation policy cannot be made for any reason, including personal emergencies.

**Changing of Tour or Departure Date:** If you decide to change your departure date after your initial reservation, the same fees as outlined under "Cancellation by Client" shall apply.

**Tour cancellation by ADAGIO:** ADAGIO reserves the right to cancel any tour due to acts of nature and/or any other occurrence out of our control. In the case of inadequate group size (generally fewer than 6 clients), we shall notify you at least 30 days before departure. However, we must reserve the right to cancel any trip prior to departure for any reason. In such case, full refund of the tour price will constitute full settlement to our clients. ADAGIO is not responsible for any additional expenses that may be incurred by a client in relation to a cancelled tour (i.e. purchase of non-refundable airline tickets, visa fees, equipment or additional lodging).

**Refunds for Services Not Used:** Our tours are sold as a package. Credit cannot be given for services not used by a client. This includes accommodations, meals or any other arrangements not used for any reason.

## **INSURANCE**

**Travel Insurance:** We highly recommend that you purchase a comprehensive travel insurance policy. We are not able to vary from our stated refund policy regardless of your situation. Trip cancellation insurance will protect all deposits and payments for land and air costs if you are required to cancel your tour due to personal or family illness or other specific unforeseen circumstances. You may also purchase coverage for lost and delayed baggage and trip interruption, among other things. One source is Access America - Comprehensive Travel Protection, which may be contacted at [www.accessamerica.com](http://www.accessamerica.com) or 1-800-284-8300.

**Medical Insurance:** We strongly recommend all clients carry medical and emergency insurance to cover hospital and other medical expenses. Access America also offers medical and emergency insurance.

## **RESPONSIBILITY**

As a client, you have specific responsibilities to ADAGIO and to other tour members that include:

- Selecting a tour appropriate to your interests and skill levels. All of our tours include at least some walking, often on uneven footing. Some of the walking tours include rigorous hiking. You must notify us of any concerns regarding the activity level of your tour, so that a determination may be made as to whether or not it is appropriate for you. Wheelchair bound clients must be accompanied by someone who will assist them throughout the tour.
- Acting in an appropriate and respectful manner in accordance with customs and laws of countries and regions visited.

ADAGIO reserves the right to accept, retain or decline any tour member at any time and for any reason. In such a case, a refund equal to the actual cost of the unused services is the limit of ADAGIO's responsibility. Furthermore, payment of your deposit represents your acceptance of the following terms and conditions: ADAGIO, its members, employees and agents, give notice that all services and arrangements for transportation, accommodations and all other services and arrangements related to this tour have been made by ADAGIO only as an agent upon the express condition that ADAGIO shall not be liable and does not assume responsibility for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, alteration or inconvenience resulting from any act of omission, commission or inadvertence of any hotel, carrier, restaurant or other company or person rendering any of the services included in the tour or caused by weather, sickness, strikes, quarantines or the wilful or negligent acts of any other tour members or any other cause whatsoever beyond the control of ADAGIO. The right is reserved to alter the itinerary, arrangements or dates, if it becomes necessary or advisable, and each participant agrees to pay additional expenses, if any.

## **STATEMENT OF RISKS**

The risks inherent in our tours may include, but are not limited to, weather conditions, illness or accident caused by stress, fatigue, consumption of alcoholic beverages or other reasons; secondary transportation

by airplane, helicopter, bus, car, van, taxi, boat or other conveyance. ADAGIO assumes no responsibility for any claims, damages, expenses or liability for any claims, damages, expenses or other financial loss whether to person or property arising out of these risks.

#### **RELEASE OF LIABILITY & EMERGENCY INFORMATION**

There are certain risks and dangers in travelling which you must share with us. **You will be required to accept the terms of the release of liability below and provide emergency contact information prior to joining any tour with ADAGIO.** In addition, we must receive the balance of your payment at least 60 days prior to departure. You may be required to accept the terms of additional release of liability forms for certain trips that we co-market with other tour operators. Please contact ADAGIO for additional information.

**PHOTO/FILM RELEASE:** ADAGIO may photograph or film tour activities for use in brochures/publicity, including on our website. Please notify us if we are not free to use photographs or film footage of you.

**ADAGIO TRAVEL LLC RELEASE AND ASSUMPTION OF RISK AND EMERGENCY CONTACT INFORMATION**

I hereby acknowledge that I (the "**Applicant**") have voluntarily applied to attend a program organized by Adagio Travel LLC, a Delaware limited liability company ("**ADAGIO**") and that ADAGIO relies in part on others to provide certain services, including cooking instruction, overnight accommodations, personal tours and transportation to and from such tours. ADAGIO, while exercising reasonable care in selecting such premises and independent contractors, does not guarantee without limitation their suitability or performance. In the event a lessor, independent contractor or contractors fail to provide, or perform in a manner which materially diminishes, the services or accommodations provided the Applicant, ADAGIO's liability shall be limited to refunding an amount to the Applicant from the fee paid which approximates the percentage of ADAGIO's program which has been compromised or lost.

Except as provided above, I further herein acknowledge and agree to release, absolve, indemnify and hold harmless ADAGIO, its organizers, sponsors, members and employees from any injury or loss caused by or resulting from the leased accommodations or employment of any and all independent contractors (the "**Agreement**"), unless such injury or loss resulted from the gross negligence of ADAGIO in selecting such premises or employing such party(ies). This Agreement shall also serve as a release and assumption of risk from my heirs, executors, administrators and all members of my family.

I have carefully read this Agreement, understand that I am releasing certain legal rights that I otherwise have and I enter into this Agreement freely and voluntarily. I understand that ADAGIO, in accepting my application to attend, does so based on this representation.

**IN WITNESS WHEREOF**, this Release and Assumption of Risk is executed and presented to ADAGIO on \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Print name \_\_\_\_\_

(Applicant)

\_\_\_\_\_

(Applicant)

Print name \_\_\_\_\_

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Whom to contact in case of emergency \_\_\_\_\_

Relationship to client(s) \_\_\_\_\_

Phone (     ) \_\_\_\_\_ (evening/alternate) \_\_\_\_\_