

# Terms & Conditions & Responsibility Agreement

## DeSerio Tours; DeSerio Global Ventures, LLC

### TERMS & CONDITIONS:

This document outlines what DeSerio Tours, a DBA of DeSerio Global Ventures, LLC ("DGV, LLC"), its assistant(s), Adam DeSerio, and his assistant(s) agree to provide when signing up for a "Tour" and/or "Trip" and/or "Excursion", and what you ("Participant") agree to in return. This is very important information, so please read it carefully before signing to complete your reservation and/or reservation request.

### RESPONSIBILITY

DGV, LLC, is not a licensed tour operating company, and does not make any claims to be, whether on behalf of the business or its affiliated members. The designated tour operator, in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services affiliated with specific DGV, LLC, Tours/Excursions ("Other Providers"), and the Other Providers are solely responsible and liable for providing their respective services.

DGV, LLC, its employees, subsidiaries, affiliates, officers, directors, successors, representatives, assigns and its designated tour operator shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such Other Providers; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, pandemic, theft, or any other cause(s) beyond the scope of their control. The Participant waives any claim against DGV, LLC and/or its designated tour operator for any such loss, damage, injury, or death.

By registering for a DGV, LLC Tour/Excursion, the Participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other Participants. DGV, LLC and its designated tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any Participant on a DGV, LLC Tour/Excursion. DGV, LLC and the tour operator reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of Participants.

Neither DGV, LLC, nor its designated tour operator, shall be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the Participant's selected DGV, LLC Tour/Excursion's arrival/departure city. Baggage and personal effects are at all times the sole responsibility of the Participant.

### TOUR/EXCURSION TERMS & CONDITIONS

Basis of Rates: All prices are based on double-occupancy of two persons sharing a room. A single supplement fee may be assessed for Participants wishing to travel individually, and will be available in limited supply on a first come first served basis. All prices and fares are quoted in U.S. dollars. The rates are based on tariffs, currency values, transportation and third-party charges as of Tour/Excursion publication date and are subject to change due to unforeseen circumstances. While DGV, LLC will do everything possible to maintain the listed prices, if it is necessary to levy a surcharge, DGV, LLC reserves the right to do so, and notification will be given at the time of final invoicing.

Eligibility: Anyone under 18 must be accompanied by a parent or guardian for the entire journey.

### Tour/Excursion Cost:

Included: Accommodations and meals as indicated on the printed itinerary (B = breakfast, L = lunch, D = dinner); educational materials; pre-departure information; entrance fees, excursions, and activities noted as included in the itinerary; ground/water/air transportation during the Tour/Excursion as noted as included in the itinerary; services of DGV, LLC, and its experts and/or local guides, lecturers, Tour/Excursion leaders, and any other staff; and taxes, and service charges. Please note: the "B, L, D" notations apply to the period during the Tour/Excursion only and do not include any meals on flights to/from the Tour/Excursion or any dates outside of the set itinerary.

Not Included: Air transportation and related fees (except if indicated otherwise on the itinerary); activities noted as *optional* in the itinerary; gratuities at restaurants, private transfers, or other activities, unless otherwise noted on the itinerary page; transfers to and from flights where applicable; passport, visa, and permit expenses; medical expenses and immunizations; baggage/accident/cancellation insurance; personal expenses, such as souvenirs, laundry, telephone calls, and alcoholic beverages; and any other items not specifically noted as included on the itinerary.

Single/Shared Accommodations: A limited number of single rooms/cabins may be available at an extra Single-Supplement cost on a first-come, first-served basis. DGV, LLC will assist persons requesting a roommate. Participants will be notified if a suitable roommate is not available, in which case the Single-Supplement rate will be charged as available.

Payments, Cancellations, and Refunds: Terms outlined in this section may be generally referred to as the Policy ("Policy"). To reserve space on a DGV, LLC Tour/Excursion, a \$1,250 per-person non-refundable deposit is required for Tours/Excursions, except if noted on the itinerary page, Tour/Excursion information webpage, and/or any related promotional materials/emails, which said non-refundable deposit shall herein be referred to as the Deposit ("Deposit"). The remaining balance due, after the Deposit has been made, shall herein be referred to as the Paid-In-Full Amount ("Paid-In-Full Amount"). The total amount listed as the cost of the trip, which is the sum of the Deposit and Paid-In-Full Amount, plus the Single Supplement rate when applicable, to each participant shall herein be referred to as the Total Cost Amount ("Total Cost Amount"). Final payment of Paid-In-Full Amount is due no later than 100 days prior to departure date for Tours/Excursions, unless otherwise stated on the itinerary page, Tour/Excursion information webpage, and/or any related promotional materials/emails, which said final payment due date shall herein be referred to as the Paid-In-Full Date ("Paid-In-Full Date"). Deposit and/or payment(s) may be made by check, cash, debit or credit card only. A Participant's reservation may be canceled by Participant more than 100 days prior to departure date of Tours/Excursions. A cancellation by Participant at any time prior to the Paid-In-Full Date will be subject to a cancellation fee equal to the non-refundable Deposit for the Tour/Excursion that Participant registered for. All cancellations equal to or less than 100 days prior to departure of Tours/Excursions will not receive any refund on Deposit and/or payment(s) made, including but not limited to Paid-In-Full Amount, unless otherwise stated on the itinerary page, Tour/Excursion information webpage, and/or any related promotional materials/emails. All cancellation notices must be received in writing and will become effective as of the date of the postmark. All cancellation charges will be assessed on a per Participant basis. If Deposit and partial payment(s) are received prior to Paid-In-Full Date and Paid-In-Full Amount is not complete and received by such deadline the entire deposit and partial payments made will become non-refundable on such deadline date, and Participant's reservation may be made available to another individual. This Policy also applies to pre-Tour/Excursion extensions and/or post-Tour/Excursion extensions, which are separate additional itinerary dates directly added to either/both the start/end dates of Tour/Excursion. Any additional Terms & Conditions that apply to Tour Extensions ("Extensions") are referred to in Addendum 1. Any revisions made by Participant within the Cancellation Penalty Period, such as a change in departure date or choice of Tour/Excursion, are subject to this cancellation Policy. Arriving late to or leaving early from a Tour/Excursion in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of an Tour/Excursion. DGV, LLC reserves the right to cancel any Tour/Excursion because of inadequate enrollment that makes the Tour/Excursion economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the Participants. If a Tour/Excursion is canceled by DGV, LLC prior to departure due to inadequate enrollment, the tour operator will provide Participants with a full refund notice and any monies paid to the tour operator and/or DGV, LLC will be made available within 30 days of notice date; except in the event

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that the cancellation prior to departure date is due to a significant event(s) that makes it infeasible or dangerous to operate the Tour/Excursion as planned, in which case the tour operator and/or DGV, LLC will provide Participants with either, at the discretion of DGV, LLC, a refund and/or credit toward a future DGV, LLC Tour/Excursion equivalent to monies paid. If DGV, LLC cancels the Tour/Excursion during the Tour/Excursion, because of reasons due to a significant event(s) that makes it infeasible or dangerous to operate the Tour/Excursion as planned, Participants will not receive a prorated refund based on the number of days not completed on the Tour/Excursion. If DGV, LLC cancels the Tour/Excursion during the Tour/Excursion, outside of reasons due to a significant event(s) that makes it infeasible or dangerous to operate the Tour/Excursion as planned, at the discretion of DGV, LLC, Participants may receive a prorated refund based on the number of days not completed on the Tour/Excursion. Except as outlined above, when DGV, LLC cancels a Tour/Excursion, DGV, LLC and its designated tour operator assumes no responsibility for any expenses, including any non-refundable expenses, incurred by Participants in preparing for a Tour/Excursion or for any additional arrangements made by Participants prior to or after which the scheduled group Tour was planned.

**Insurance:** Independent Trip Insurance and/or Trip-Cancellation Insurance is strongly recommended and available through various third party companies at Participant's expense.

**Itinerary Changes:** The itineraries and staff presented in the brochure and/or on the website are subject to modification and change by DGV, LLC or its designated tour operator. Every reasonable effort will be made to operate programs as planned, but alterations may still occur after final itineraries are set.

**Documentation:** Participants are responsible for obtaining any documents required for their participation in the Tour/Excursion such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the terms and conditions, and any extra costs incurred for rerouting due to travel without the necessary documents will be the Participant's full responsibility.

**Health Requirements:** Participants must be in good physical and mental health. Any physical condition, diet, or treatment requiring special attention must be reported in writing when the reservation is made. DGV, LLC encourages Participants to consult a doctor for specific medical advice about any activities or destinations. Certain Tours/Excursions may require that the Participant obtain medical consent prior to departure as a condition of participation. Participants also agree to obtain any necessary or recommended vaccinations in adequate time before tour start date, in consideration of Participant's individual health and safety and the health and safety of the group.

**Medical Authorization and Coverage:** In the event Participant becomes sufficiently incapacitated as to be unable to direct his or her own care, there is no one on the Tour/Excursion who can direct Participant's care, and DGV, LLC is unable or does not have time to contact Participant's emergency contact, the Participant, by registering and paying a deposit for a DGV, LLC Tour/Excursion, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician and/or surgeon licensed in the United States, or, if in a foreign country and no physician licensed to practice in the United States is reasonably available, by a duly licensed physician deemed competent to render the necessary care. In addition, the Participant certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant, or that in the absence of this medical insurance coverage, the Participant agrees to pay all costs of rescue and/or medical services as may be incurred on the Participant's behalf.

**Photography:** DGV, LLC and its designated tour operator and Tour/Excursion leader reserve the right to take photographs or videos during the operation of any Tour/Excursion or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation on a DGV, LLC Tour/Excursion, the Participant agrees to allow his/her likeness to be used by DGV, LLC, authorized third parties, and the tour operator without compensation to the Participant. If the Participant prefers that his/her likeness not be used, he/she must notify DGV, LLC in writing prior to departure of the Tour/Excursion.

Copyright in all photographs, video, and related materials created by the Participant ("Tour/Excursion Materials") shall belong to the Participant upon creation. The Participant grants to DGV, LLC a non-exclusive, worldwide, irrevocable license to use any Tour/Excursion photographs, video, and/or materials provided to DGV, LLC and/or the tour operator in any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of DGV, LLC's travel programs, or promotion of the mission of DGV, LLC.

**Dispute Resolution:** If the Participant has a complaint, he/she should first inform the tour operator or Tour/Excursion leader while on the Tour/Excursion so that the tour operator or Tour/Excursion leader can attempt to rectify the matter. If the Participant is still dissatisfied, he/she should submit the complaint in writing to DGV, LLC about Tour/Excursion within 30 days of the completion of the Tour/Excursion.

Any controversy or claim arising out of or relating to this Agreement, brochures, or any other literature concerning this Tour/Excursion, or the breach thereof, including without limitation any claim related to illness, injury, or death, shall be subject to the following conditions: 1) the dispute will be governed by Arizona law; 2) the parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Arizona under the supervision of a mutually agreed upon mediator; 3) in the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in Arizona using one arbitrator pursuant to the then existing rules of the American Arbitration Association; 4) the maximum amount of recovery to which a Participant will be entitled under any and all circumstances will be the published Total Cost Amount of the Participant's Tour/Excursion, with DGV, LLC. This agreement to arbitrate does not waive or modify any liability release agreed by the Participant.

**Other:** Additional Terms and Conditions may apply to some Tours/Excursions and will be provided in mailings prior to or documentation provided during the Tour/Excursion. By registering for a DGV, LLC Tour/Excursion, the Participant agrees to the Responsibility statement and the Terms and Conditions published in this agreement, catalogs, and on the website.

**Addendum 1:** Extensions are subject to all the same Terms & Conditions outlined in this document with the only exception being the dollar value amount of Deposit due, Paid-In-Full Amount, and Total Cost Amount that specifically and exclusive relate to such Extension. The Deposit due for an Extension is non-refundable and due upon registration for Extension to secure spot. The Paid-In-Full Amount for an Extension is due at the same date as the Paid-In-Full Amount for the affiliated Tour such Extension is offered with, and subject to the same cancellation Policy. There is a separate registration process for Extensions, and the Deposit, Paid-In-Full Amount, and Total Cost Amount for such Extension will be outlined on the itinerary page, Tour/Excursion information webpage, and/or any related promotional materials/emails.

**Mailing List:** If Participants have address updates, or would like to be removed from future DGV, LLC Tour/Excursions mailings, please call +1-928-282-1980 or email us at [deseriotours@gmail.com](mailto:deseriotours@gmail.com).

Mailing address: DeSerio Global Ventures, LLC, 101 North State Route 89A, Suite D17, Sedona, Arizona 86336.