

**Terms & Conditions**  
**Service Agreement & Liability Waiver**  
**DeSerio Tours; DeSerio Global Ventures, LLC**

**TERMS & CONDITIONS/SERVICE AGREEMENT:**

These Terms and Conditions (the "Agreement" or the "Terms and Conditions") outlines the agreement between DeSerio Tours, a DBA of DeSerio Global Ventures, LLC ("DGV, LLC"), its member(s), Adam DeSerio, and his assistant(s), and all other DBAs of DGV, LLC, on the one side, and the client ("You" or the "Participant") on the other side, when You sign up for a tour with DGV, LLC (referred to herein as a "Tour", "Trip" and/or "Excursion"). This is very important information, so please scroll through and read it all carefully before agreeing to these Terms & Conditions.

**ACCEPTANCE:**

By completing the online sign-up and your reservation form, the Participant agrees to all the Terms and Conditions set forth in this Agreement.

**DGV, LLC SERVICES:**

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. DGV, LLC, in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services ("Other Providers") affiliated with a specific DGV, LLC, Tour/Trip/Excursion, and the Other Providers are solely responsible and liable when providing their respective services.

**MODIFICATIONS TO SERVICES:**

Subject to this Agreement, DGV, LLC agrees to provide the services set forth in the itineraries presented in the brochure, itinerary and/or website detailing the Tour/Trip/Excursion for which the Participant is signing up for. All itineraries are subject to modification and change by DGV, LLC or its designated tour operator. Commercially reasonable efforts will be made to operate programs as planned, but alterations may occur even after final itineraries are set. DGV, LLC and the tour operator reserve the right, without penalty, to make changes in the itinerary whenever, in their judgment, conditions warrant or if DGV, LLC, deems it necessary for the comfort, convenience, or safety of the Participant or any other participant on the Tour/Trip/Excursion.

**LIABILITY WAIVER AND RELEASE:**

DGV, LLC, its members, 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, train, or vehicle operated or provided by such Other Provider; 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 (collective "Force Majeure Events"). The Participant waives any claim against DGV, LLC and/or its designated tour operator for any such loss, damage, injury, or death.

THE PARTICIPANT ACKNOWLEDGES THAT BY SIGNING THIS AGREEMENT, HE/SHE IS ASSUMING ALL RISKS OF INJURY OR DAMAGE RELATED TO ANY TOUR/TRIP/EXCURSION, EVENTS, TRAVEL OR ANY OTHER ACTIVITIES (THE "ACTIVITIES") PROVIDED BY OR ARRANGED BY DGV, LLC, OTHER PROVIDERS, OR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, REPRESENTATIVES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, INSURERS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES"). THE PARTICIPANT, FOR HIMSELF/HERSELF AND ANY PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNEES, HEREBY AGREES TO INDEMNIFY, RELEASE, WAIVE, FOREVER DISCHARGE, AND NOT TO SUE ANY OF THE RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, COSTS, LOSSES, INJURIES, DAMAGES, EXPENSES AND LIABILITY (COLLECTIVELY, "LOSSES") ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH, DIRECTLY OR INDIRECTLY, THE PARTICIPANT'S PARTICIPATION IN OR ATTENDANCE AT ANY OF THE ACTIVITIES, AND THE PARTICIPANT'S TRAVEL TO OR FROM THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ANY LOSSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT THIS WAIVER/RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL ACTIVITIES.

**OTHER PROVIDERS:**

Some services shown on any Tour/Trip/Excursion itinerary will ultimately be performed by Other Providers. In addition to this Agreement, each Other Provider has its own terms and conditions that are applicable to Participant's particular arrangements. Participant agrees and acknowledges that Participant understands such terms and conditions of Other Providers. DGV, LLC may act as intermediary for products and services that are not directly supplied by DGV, LLC (e.g., air travel, ground transportation, hotel accommodations, meals, tours, etc.). DGV, LLC is not a co-vendor of such products and services. Participant may be required to enter into a separate contract and Participant may be required to execute an additional disclaimer or waiver with such Other Providers relating to such products and services. Any and all arrangements made by DGV, LLC for Participant, or any arrangement made by Participant directly, with any Other Provider is made solely for Participant's convenience and is at Participant's sole risk. The Other Providers are not acting as agents or representatives of DGV, LLC. DGV, LLC shall not be liable or responsible in any way for any death, personal injury, illness or emotional distress occasioned by Participant or its representatives or those for whom it acts, or for loss of or damage to any property which arise by reason of any act or omission by Other Providers. The liability of each Other Provider may be governed by and determined in accordance with limitations contained in applicable law or contracts governing Participant's relationship with the Other Supplier.

**PARTICIPANT REPRESENTATIONS AND WARRANTIES:**

By registering for a DGV, LLC Tour/Trip/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.

Participant agrees on behalf of itself and its representatives to comply with all terms and conditions of this Agreement and the agreements with any Other Providers, including the payment of all amounts when due.

Participant agrees to comply with the terms of this Agreement and the terms of any rules and regulations conveyed to Participant by DGV, LLC either before or during any Tour/Trip/Excursion. Participant agrees that any violation of this Agreement by Participant or its representatives may result in (i) the cancellation of a reservation or purchase, (ii) the forfeiture of any monies paid, (iii) Participant being denied access to a product or service, and (iv) DGV, LLC collecting from Participant for reimbursement of any costs DGV, LLC incurs as a result of such violation.

**INDEMNIFICATION:**

Participant agrees to indemnify DGV, LLC and its members and affiliates, and any representatives of such parties, from and against all claims, causes of action, demands, losses, damages or other costs (including reasonable attorneys' fees and costs) brought by Participant or third parties as a result of: (i) Participant or Participant's representatives' breach of this Agreement; (ii) Participant or Participant's representatives' violation of any law or the rights of any third party; or (iii) Participant's use of the services offered by DGV, LLC.

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**REMOVAL OF PARTICIPANT FROM TOUR/TRIP/EXCURSION:**

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/Trip/Excursion at any time prior to or during a Tour without penalty, and such decision shall be at the sole and absolute discretion of DGV, LLC. In the event a Participant is removed from a Tour/Trip/Excursion for cause, as determined by DGV, LLC, the Participant agrees that DGV, LLC is not required to offer any refund or return of any payments to Participant.

**GROUP OF PARTICIPANTS:**

In the event that multiple related Participants engage DGV, LLC as part of a group Tour/Trip/Excursion (a group of related Participants is referred to herein as a "Group"), the Participant acknowledge that each participant in the Group is required to sign-up, resister, and agree to these Terms & Conditions individually. Further, each Participant within a Group assumes equal and full financial responsibility for the entire Group and may be held liable for all financial obligations incurred by the participants of that Group (for example, if a family engages DGV, LLC for a Tour/Trip/Excursion then each member of that family is jointly and severally liable for the payment obligations for the entire Group). A Group may include but is not limited to, Participants traveling together as indicated at sign-up or on the registration form, such as married and/or dating couples, or family members traveling together. While each Participant is fully responsible for their Group's financial obligations, payment may be remitted to DGV, LLC on Participant's behalf by any other individual or entity.

**ELIGIBILITY & MINOR PARTICIPANT(S):**

In the case of a minor Participant (under the age of 18), the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or legal guardian of a minor Participant, the undersigned represent that they are a legal parent or guardian of the minor Participant.

**INSURANCE:**

Independent travel insurance, health insurance, and/or trip cancellation insurance is strongly recommended and may be available through various third-party companies at Participant's expense. Because of the strict cancellation policies and cancellation costs affiliated with a Tour/Trip/Excursion, DGV, LLC strongly encourages each Participant to secure their own independent travel/health/cancellation insurance. Although such insurance is not mandated by DGV, LLC, Participant assumes all responsibilities for obtaining, or lack of obtaining, such insurance as recommended. Neither DGV, LLC, nor its designated tour operator, shall be liable for any transportation cancellation, delay, or rerouting penalty, loss, or damages incurred to or from the Participant's selected DGV, LLC Tour/Trip/Excursion's arrival/departure city. Baggage and personal effects are at all times the sole responsibility of the Participant.

**DOCUMENTATION:**

Each Participant is responsible for obtaining, and knowledge of, any documents required for their participation in the Tour/Trip/Excursion such as a valid passport, all visas, vaccination certificates, and any other documents. Lack of knowledge, or failure to obtain documents does not negate the Terms and Conditions, and any extra costs incurred and/or efforts/work for rerouting due to travel without the necessary documents will be the Participant's sole and full responsibility. Further, the Participant agrees that DGV, LLC will not offer any refund or return of any payment if Participant is unable to participate in a Tour/Trip/Excursion for failure to have the proper documentation.

**HEALTH REQUIREMENTS:**

Participant must be in good physical and mental health. Any physical condition, diet, or treatment requiring special attention must be reported by the Participant to DGV, LLC, in writing, when the sign-up and registration is made. DGV, LLC encourages Participant to consult a doctor for specific medical advice about any activities or destinations listed on any itinerary provided by DGV, LLC. Certain Tours/Trips/Excursions may require that the Participant obtain medical consent prior to departure as a condition of participation. Participant also agrees to obtain any necessary or recommended vaccinations in adequate time before any Tour/Trip/Excursion start date, in consideration of Participant's individual health and safety and the health and safety of the entire group.

**MEDICAL AUTHORIZATION AND COVERAGE:**

In the event Participant becomes sufficiently incapacitated as to be unable to direct his or her own medical care, and there is no one on the Tour/Trip/Excursion who has been named as Participant's health care power of attorney, and DGV, LLC is unable, for any reason, to contact Participant's emergency contact, if provided, the Participant, by registering and paying a deposit for a DGV, LLC Tour/Trip/Excursion, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the Tour/Trip/Excursion 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 country in which the Tour/Trip/Excursion is taking place, and if no physician licensed to practice is reasonably available, then by any medical care provider 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. The Participant agrees that under no circumstances shall DGV, LLC be liable for any medical treatments or choices made during a Tour/Trip/Excursion.

**BASIS OF RATES:**

All prices set forth in an itinerary, travel plan, or on DGV, LLC's website, are based on double-occupancy for two Participants sharing a room. A single supplement fee may be assessed for a Participant wishing to travel individually and the accommodation of a single traveler will be available in limited supply on a first come first served basis. All prices and costs are quoted in U.S. dollars. All rates are based on costs, currency values, transportation, and third-party charges as of the Tour/Trip/Excursion publication date and are subject to change due at DGV, LLC's sole and absolute discretion based on changes of costs, third-party charges, or currency values that are outside of the control of DGV, LLC. 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 of any such surcharge will be given no later than 90 days prior to the Tour/Trip/Excursion start date.

**TOUR/TRIP/EXCURSION COST:**

The payments made to DGV, LLC by Participant cover the following: (i) accommodations and meals as indicated on the printed itinerary provided at the start date of the Tour/Trip/Excursion (B = breakfast, L = lunch, D = dinner); (ii) educational materials; (iii) pre-departure information; (iv) entrance fees, and activities noted as included in the itinerary; (v) ground/water/air transportation during the Tour/Trip/Excursion as noted as included in the itinerary; (vi) services of DGV, LLC, and its experts and/or local guides, Tour/Trip/Excursion leaders, and any other staff; and (vii) all taxes and service charges. Please note: the "B, L, D" notations apply to the period during the Tour/Trip/Excursion only and do not include any meals on any dates outside of the set itinerary.

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The following expenses/costs are not included as part of the payment made by Participant to DGV, LLC: (i) air transportation and related fees (except if indicated as included on the itinerary); (ii) activities noted as *optional* in the itinerary; (iii) gratuities at restaurants, private transfers, other activities, meals, or any other additional costs incurred (except if indicated as included on the itinerary); (iv) transfers to and from airports where applicable; (v) passport, visa, and permit expenses; (vi) medical expenses and immunizations; (vii) medical/baggage/accident/trip cancellation insurance; (viii) personal expenses, such as souvenirs, laundry, telephone calls, and alcoholic beverages; and (ix) any other items not specifically noted as included on the itinerary.

**CHANGES TO REQUESTED ROOMMATE:**

In the event that a Participant's requested roommate, as indicated on the Participant's sign-up and registration form, becomes unavailable, cancels, or any modification to rooming accommodations is necessary for any reason, as determined in DGV, LLC's sole and absolute discretion, at any time more than 150 days before the start date of the Tour/Trip/Excursion, the Participant will need to either, request and have approved another roommate who must sign-up and register as a Participant, or the Participant must pay the Single Supplement Fee (as defined below) per the terms of the Single Supplement Fee set forth in this Agreement below.

**ADDITIONAL COSTS:**

Any additional costs incurred on behalf of the Participant for a Tour/Trip/Excursion which may include but is not limited to, meals, tips, optional activities, private transfers, additional hotel reservations beyond the included hotels of the Tour/Trip/Excursion, or any other costs must be paid by Participant, and such statements are payable upon receipt. Any additional costs are entirely non-refundable upon payment, and are separate from any cancellation or refund terms of this Agreement.

**PAYMENTS, CANCELLATIONS, AND REFUNDS:**

**PAYMENTS:** Payments of any kind made by or on behalf of the Participant to DGV, LLC, are non-transferable to any other Participant and such payments made by Participant may not be applied to any other Tour/Trip/Excursion provided by DGV, LLC, without written consent by DGV, LLC.

**DEPOSIT:** To complete registration and reserve a spot on a DGV, LLC Tour/Trip/Excursion, each Participant must pay a non-refundable deposit which must be received by DGV, LLC within 48 hours of the Participant's sign-up in order for DGV, LLC to guarantee the requested spot on the Tour/Trip/Excursion with which the Participant is applying for, and said non-refundable deposit shall herein be referred to as the Deposit ("Deposit"). The non-refundable Deposit shall be equal to 25% of the advertised total per-person cost of the Tour, unless otherwise noted on the itinerary page, Tour/Trip/Excursion information webpage, and/or any related promotional materials/emails provided to Participant by DGV, LLC, which are incorporated herein by reference.

**BALANCE DUE:** The remaining balance due, after the Deposit has been made, shall be referred to herein 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 Fee, when applicable, to each Participant shall be referred to herein as the total cost amount ("Total Cost Amount"). The "First Half" (50%) of the Paid-In-Full Amount is due no later than 150 days prior to the stated departure date for the Tour/Trip/Excursion (the departure date is the date of departure listed on the itinerary, or DGV, LLC's website at the time the Participant registered for the Tour/Trip/Excursion regardless of any subsequent changes to the departure date). 150 days prior to the departure date (as defined above), the First Half payment becomes non-refundable. The "Second Half" (50%) of the Paid-In-Full Amount is due no later than 90 days prior to departure date (as defined above) for the Tour/Trip/Excursion. 90 days prior to the departure date (as defined above) the Second Half payment becomes non-refundable. All payment due dates and amounts apply as such, unless otherwise stated on the itinerary page, Tour/Trip/Excursion information webpage, and/or any related promotional materials/emails, which said final payment due dates shall herein be referred to as the Paid-In-Full Dates ("Paid-In-Full Dates") All Paid-In-Full Dates are calculated from the departure date originally registered for (as defined above).

**SINGLE SUPPLEMENT FEE:** The single supplement fee is a per-person amount assessed for traveling as a single person ("Single Supplement Fee") and a Participant traveling as a single person shall receive a private, individual room for the entirety of the Tour/Trip/Excursion. The first half (50%) of the Single Supplement Fee is due within 48 hours of signing up for the Tour/Trip/Excursion. The first half (50%) of the Single Supplement Fee is non-refundable at the time of payment. The second half (50%) of the Single Supplement Fee will be due 150 days prior to the departure date (as defined above) for the Tour/Trip/Excursion, after such time the entire Single Supplement Fee will become non-refundable.

**FORM OF PAYMENT:** Any deposit and/or payment(s) made by Participant for a DGV, LLC Tour/Trip/Excursion may be made by check, cash, debit or credit card only. A Cancellation Credit (defined below) issued by DGV, LLC may also be applied in full and used as a form of payment toward a Tour/Trip/Excursion. Terms of Cancellation Credits are outlined below.

**CANCELLATIONS:**

**CANCELLATIONS BY PARTICIPANT:** A Participant's reservation may be canceled by Participant prior to departure date of Tour/Trip/Excursion, and a cancellation by Participant for any reason shall be subject to this Agreement. A cancellation by Participant at any time prior to the first of the Paid-In-Full Dates (greater than 150 Days before Tour Start Date) will be subject to a cancellation fee equal to the non-refundable Deposit for the Tour/Trip/Excursion that Participant registered for, as well as the first half (50%) of the Single Supplement Fee, when applicable. All cancellations equal to or less than 150 days prior to departure date of Tour/Trip/Excursion and greater than 90 days prior to departure date of Tour/Trip/Excursion, will be subject to a cancellation fee equal to the non-refundable Deposit and the first half (50%) of the Paid-In-Full Amount for the Tour/Trip/Excursion that Participant registered for, as well as the entire Single Supplement Fee, when applicable. All cancellations equal to or less than 90 days prior to departure date of Tour/Trip/Excursion will be subject to a cancellation fee equal to the non-refundable Deposit and entire Paid-In-Full Amount for the Tour/Trip/Excursion that Participant registered for, as well as the entire Single Supplement Fee, when applicable. All cancellation notices must be received in writing and will become effective as of the date received by DGV, LLC, not the date postmarked. Any cancellations will be assessed per Participant as per this Agreement. This Agreement applies directly to the Tour/Trip/Excursion with which the Participant has registered and is non-transferable to another Participant or Tour/Trip/Excursion without the written consent of DGV, LLC. If any Deposit and/or partial payment(s) are received prior to Paid-In-Full Dates and Paid-In-Full Amount is not complete and received by such deadlines the entire deposit and partial payments made will become non-refundable on such deadline date, and Participant's reservation spot will be forfeited. This Agreement also applies to pre-Tour/Trip/Excursion extensions and/or post-Tour/Trip/Excursion extensions, which are separate additional itinerary dates directly added to either/both the start/end dates of Tour/Trip/Excursion. Any additional Terms & Conditions that apply to Tour Extensions ("Extensions") are referred to in Addendum 1. Any revisions made by Participant after registration, such as a change in departure date or choice of Tour/Trip/Excursion, are subject to this Agreement. A Participant's late arrival to or early departure from a Tour/Trip/Excursion that is in progress, for any reason whatsoever, will not result in a refund/credit of any kind, and no refunds/credits will be made for any unused portions of a Tour/Trip/Excursion.

**CANCELLATIONS BY DGV, LLC:** DGV, LLC reserves the right to cancel any Tour/Trip/Excursion if there is inadequate enrollment in a Tour/Trip/Excursion that makes the Tour/Trip/Excursion economically impractical to operate, as determined in DGV, LLC's sole and absolute discretion. DGV, LLC reserves the right to cancel any Tour/Trip/Excursion if DGV, LLC has any good-faith concerns with respect to the safety, health, or welfare of the Participant(s) or the tour operator, as determined in DGV, LLC's sole and absolute discretion. If, and only if, a Tour/Trip/Excursion is canceled by DGV, LLC prior to a departure due to inadequate enrollment, then DGV, LLC will provide Participant with a full refund notice and any monies paid to DGV, LLC will be made available within 60

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days of the notice date. Otherwise, in the event that the cancellation prior to departure date is due to any event outside of DGV, LLC's control, such as quarantines, pandemic, strikes, labor shortages, acts of God, acts of government, travel restrictions, war, or any Force Majeure Event (referred to herein as a "Significant Event") that makes it impractical, infeasible, or dangerous to operate the Tour/Trip/Excursion as planned, as determined by DGV, LLC, in its sole and absolute discretion, or if the Tour/Trip/Enrollment is cancelled by DGV, LLC for any reason other than inadequate enrollment, DGV, LLC will provide Participant with either, at the discretion of DGV, LLC, (i) a refund and/or (ii) cancellation credit ("Credit") toward a future DGV, LLC Tour/Trip/Excursion equivalent to monies paid, either in part or in full, dependent on the date and reason such cancellation must be made by DGV, LLC. In the months leading up to a Tour/Trip/Excursion, DGV, LLC must make certain non-refundable commitments for the Tour/Trip/Excursion and accordingly, DGV, LLC may not be able to offer a full refund, or Credit of the full value, if such non-refundable commitments have already been made prior to the cancellation notice. A cancellation refund or Credit by DGV, LLC will be assessed on a per Participant basis, and will be made available within 60 days of cancellation notice. The Participant agrees that the refund or Credit amount may be reduced based on DGV, LLC's non-refundable expenditures. In the event a Tour/Trip/Excursion needs to be rescheduled or postponed for any reason, the Agreement terms related to the Paid-In-Full Dates, and time frame for cancellations will not be reassigned to the new Tour start date of the rescheduled/postponed Tour/Trip/Excursion, but will instead be strictly calculated as related to the original Tour/Trip/Excursion Tour start date originally set and registered for by the Participant.

If DGV, LLC cancels the Tour/Trip/Excursion during the Tour/Trip/Excursion, for any reason whatsoever, such as but not limited to a Significant Event that makes it impractical, infeasible, or dangerous to operate the Tour/Trip/Excursion as planned, Participant will not receive a prorated refund based on the number of days not completed on the Tour/Trip/Excursion. Except as outlined above, when DGV, LLC cancels a Tour/Trip/Excursion, DGV, LLC and its designated tour operator assumes no responsibility for any expenses, including any non-refundable expenses, incurred by Participant in preparing for a Tour/Trip/Excursion or for any additional arrangements needed or made by Participant prior to, during, or after which the originally scheduled Tour/Trip/Excursion was planned. If a Significant Event that makes it impractical, infeasible, or dangerous for the original tour guide to be present for any portion, or entirety of the Tour/Trip/Excursion, an alternative tour guide will represent and lead the Tour/Trip/Excursion for that period of time. In the event no alternative tour guide can be made available, Participant will be given all tickets, information, documentation, and directions for continuing with the Tour/Trip/Excursion as planned in the absence of the tour guide, until which time a tour guide may be made available. For only the specific amount of time with which a tour guide is not available on the Tour/Trip/Excursion, Participant shall receive a pro-rated refund of 0.2% per hour (up to 12 hours) or 2.4% per day, as applicable, of the Total Cost of the Tour/Trip/Excursion, and shall receive such refund within 60 days of the written notice of no tour guide available.

**CANCELLATION CREDITS:** In the event a Credit is made available by DGV, LLC to the Participant, a Credit offered by DGV, LLC to the Participant may only be applied, in full, toward another Tour/Trip/Excursion, and once applied may not be reissued, transferred, exchanged, refunded, or reimbursed for any reason. By completing the sign-up form for another Tour/Trip/Excursion, and requesting, either by email, mail, or special notes on the sign-up form, to apply a Credit toward the Tour/Trip/Excursion, the Participant agrees to pay any additional charge for the Tour/Trip/Excursion which exceeds the value of the Credit offered, and must pay these additional charges no later than 90 days prior to the departure date of the Tour/Trip/Excursion with which the Participant is registering for. After 90 days, such additional charges will become non-refundable. In the event that such Credit value exceeds the total value of the Tour/Trip/Excursion toward which the Credit is being applied, any additional Credit value is forfeited.

**REFUNDS:** In the event any refund is made available by DGV, LLC to the Participant, such refund will be offered in the same payment form with which the original payment being refunded was made, and to the original individual or entity that paid. If the same payment form is no longer available, then a check will be issued for the refund amount and mailed to the original individual or entity at the address provided. It is the original individual or entity's responsibility to update address information with DGV, LLC prior to issuance of a refund.

**PHOTOGRAPHY:**

DGV, LLC and its designated tour operator and Tour/Trip/Excursion leader reserves the right to take photographs or videos during the operation of any Tour/Trip/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/Trip/Excursion, the Participant agrees to allow his/her image or likeness to be used by DGV, LLC, authorized third parties, and the tour operator without compensation to the Participant. If the Participant would like to request that his/her likeness not be used, he/she must notify DGV, LLC in writing prior to departure of the Tour/Trip/Excursion, without guarantee that such request will be approved. The Participant releases DGV, LLC, the photographer, their respective officers, employees, agents, and designees from liability for any violation of any personal or proprietary right the Participant may have in connection with such use. Copyright in all photographs, video, and related materials created by the Participant shall belong to the Participant upon creation. The Participant grants to DGV, LLC a non-exclusive, worldwide, irrevocable license to use any Tour/Trip/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 with any of the services offered by DGV, LLC, he/she should first inform the tour operator or Tour/Trip/Excursion leader while on the Tour/Trip/Excursion so that the tour operator or Tour/Trip/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/Trip/Excursion within 30 days of the completion of the Tour/Trip/Excursion. Any disputes or complaints submitted greater than 30 days after completion of the Tour/Trip/Excursion are no longer valid. DGV, LLC will review any complaint submitted timely and in its sole and absolute discretion will determine whether it should take any action to remedy such complaint. DGV, LLC agrees to respond to complaints in a commercially reasonable time and reserves the right to address or deny complaints as it deems appropriate.

Any controversy or claim arising out of or relating to this Agreement, brochures, or any other literature concerning the Tour/Trip/Excursion for which the Participant is engaging DGV, LLC, or any breach thereof, including without limitation any claim related to loss, illness, injury, or death, shall be subject to the following conditions: 1) this Agreement shall be governed by and construed in accordance with the state of Arizona, without giving effect to the conflict of laws provisions; 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 binding 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/Trip/Excursion minus the non-refundable Deposit, with DGV, LLC. This Agreement to arbitrate does not waive or modify any liability release agreed to by the Participant. The Participant acknowledges that he/she is waiving his/her access to a jury trial and that mediation and arbitration, if necessary, are mandatory.

**Terms & Conditions**  
**Service Agreement & Liability Waiver**  
**DeSerio Tours; DeSerio Global Ventures, LLC**

**CHANGES TO TERMS AND CONDITIONS:**

Additional Terms and Conditions may apply to a Tour/Trip/Excursion and will be provided in mailings prior to or during the Tour/Trip/Excursion. By registering for a DGV, LLC Tour/Trip/Excursion, the Participant agrees to the provisions contained in this Agreement, terms and conditions listed on the website or other marketing material, and the Participant agrees to be bound by any additional terms and conditions imposed by DGV, LLC.

**SEVERABILITY:**

If any provision of this Agreement is invalid or unenforceable under the laws of the state of Arizona, such provision shall be fully severable from this Agreement, the other provisions of the Agreement shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed to carry out the provisions and intent hereof. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, nor shall the invalidity or unenforceability of any provision of this Agreement with respect to any Person affect the validity or enforceability of such provision with respect to any other Person.

**NON-WAIVER:**

No waiver of any term, provision or condition of this Agreement shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision or condition hereof.

**HEADINGS:**

The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.

**ADDENDUM 1 (Extensions):**

Extensions to a Tour/Trip/Excursion are subject to all the provisions contained in this Agreement, with agreed upon increases to the dollar value amount of Deposit due, Paid-In-Full Amount, and Total Cost Amount that specifically and exclusively 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 dates as the Paid-In-Full Amounts for the affiliated Tour that 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/Trip/Excursion information webpage, and/or any related promotional materials/emails.

**MAILING LIST:**

If Participant has address updates, or would like to be removed from future DGV, LLC Tour/Trip/Excursions mailings, please email us at [info@deseriotours.com](mailto:info@deseriotours.com)