

NUZ TRAVEL, LLC

Travel Application

Name: _____
(as printed on passport)

Passport Number: _____

Passport Expiration Date: _____

Place of Issue: _____

Citizenship: _____

Date of Birth: _____

Place of Birth: _____

Address: _____

Phone Nos: _____

Interests (museums, history, nightlife, outdoor adventures, etc.): _____

Email: _____

Trip: India November 2nd – 13th 2018

Deposit: \$ 2,000 (Check made payable to Nuz Travel, LLC)

Total Trip Cost: \$ 6,750 based on double occupancy (due 7/7/18) (Check made payable to Nuz Travel, LLC)

I confirm that the above information is true and accurate and that I have fully read and agree to the Terms and Conditions attached hereto.

Signature: _____
Print Name: _____

Date: _____

Terms & Conditions

INCLUSIONS/EXCLUSIONS/SUBSTITUTIONS: Packages include accommodations with continental breakfast daily, unless otherwise specified, and features described in the itinerary. These prices do not include passport and, if applicable, visa fees (depending on your nationality, you may require visas in addition to a passport to enter certain countries and you must contact appropriate consulates for details on how to obtain on your own); alcoholic beverages; laundry; personal insurance; room service; telephone charges; all items of a personal nature; airport transfers when a participant deviates from scheduled flights or travel dates; private transportation; souvenirs, any travel or other insurance and all items not specifically stated in the itinerary. Nuz Travel, LLC disclaims all liability for any expenses or costs you may incur due to your prohibition or restriction from entering a country on the program itinerary or reentering the United States at the conclusion of the program. In the event of the non-appearance of an artist or the cancellation of an event, we cannot be held responsible for any inconvenience or monetary or other loss. We can accept no responsibility for any disruption before or during an event arising out of matters of which we have no control.

HOTELS: Hotel accommodations in premier hotels (unless specified otherwise) based on DOUBLE-OCCUPANCY*. (*All rates based on per/person double occupancy. If you are booking alone, you will be assigned a roommate. This share basis means, if you travel on your own, you do not have to pay a single supplement. If a change becomes necessary for any reason, hotels substituted will be the equivalent of those listed on the itinerary. While it is our intention to use hotels of similar standard, no liability can be accepted for any variation of standard. Hotel rates do not include any expenses of a personal nature or any incidental charges. Room assignments are at the discretion of the hotel management and specific requests cannot be guaranteed.

OPTIONAL ACTIVITIES: (not included in the package price) The cost for optional activities will be your sole responsibility. During your tour you will have opportunities to purchase goods or services. You must rely entirely on your own judgment in any purchase you make. Nuz Travel, LLC and its agents and employees, make no representations nor are they liable in any way in the respect of any goods or services you may purchase.

PHOTOS AND VIDEOS. Nuz Travel, LLC may take photographs and/or video of its trips and participant grants us permission to do so and for it to use such for promotional or commercial use without payment of any compensation to participant. In addition, We may use, without compensation, any photographs or video taken by tour participants and submitted to us without payment of any compensation. In submitting any such photographs or videos to Nuz Travel, LLC, participant warrants that he or she took the image and that the dissemination of same does not violate the copyright rights of any person.

PRICING: All pricing based on U.S. dollar. In case of human or computer error, we reserve the right to re-invoice for the correct price or service. Returned check fee is \$35.00. If payment is not made by the due date, we may assume that you have cancelled and applicable fees will be charged. We reserve the right to cancel the booking and apply charges should payments not be received within the specified periods or charge a late payment fee of \$95.00 if we are still able to accept the passenger on the program.

BOOKING CHANGES AND CANCELLATIONS: All requests for changes or cancellations must be received by Nuz Travel, LLC IN WRITING. The effective date is the date the letter received by Nuz Travel, LLC. Passengers are responsible to ensure that the names printed on the invoice exactly match their passport names. All cancellations for any reason whatsoever will be subject to a \$300 per person cancellation fee. In addition to the \$300 cancellation fee:

- Cancellation between 60-31 days of departure.....forfeiture of 25% of tour cost
- Cancellation between 30-16 days of departure.....forfeiture of 40% of tour cost
- Cancellation within 15 days of departure or “no show” at the time of departure will result in forfeiture of the entire cost of the trip.

IMPORTANT NOTE: ONCE RESERVATION IS BOOKED and paid for, Nuz Travel, LLC reserves the right to purchase tickets. Once ticketed, there is no refund on airfare portion. In addition to and not in lieu of the foregoing, the cancellation fee shall include 100% of the carrier charge applicable to all non-refundable airfares due to your cancellation made at any time prior to the scheduled program departure date. Processing of cancellation refunds takes approximately 4-6 weeks.

AIRFARES are highly restrictive and are **NON-REFUNDABLE, NON-ENDORSABLE** and **NON-TRANSFERABLE** once ticketed. Cancellation of airfare reservations is subject to restrictions, regulations and additional penalties of the airlines used. Reservation changes also subject to penalties. In the event of any flight delays or missed connections, participants are responsible for their own transportation to the first night hotel and any expenses incurred as a result. Participants should limit themselves to one checked bag per person and one carry-on per person. Any charges of the airline for additional or oversize luggage shall be your responsibility.

FLIGHT DELAYS: As airline delays are beyond our control, additional expenses, if incurred, will be borne by the tour participant. (Save receipts for possible reimbursement by airline.) We are not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you miss your departure flight, it is your responsibility to work with the airline on which you are ticketed to reach your destination. We are not responsible for any additional expenses you may incur prior to joining your trip. We are not responsible for and will not provide any refund for portions of trips missed due to missed, canceled, rescheduled, or delayed flights.

INSURANCE: Nuz Travel, LLC strongly recommends that all passengers have comprehensive **TRAVEL AND CANCELLATION INSURANCE** for cancellation, medical expenses, personal accident, baggage and other personal items, liability and 24-hr emergency assistance. In addition, we recommend that you consider obtaining a policy(ies) that will cover some or all of your losses associated with damage or loss of luggage or personal effects. If you do not have, but are interested in purchasing, travel and cancellation insurance please contact us immediately.

HEALTH AND FITNESS TO TRAVEL: Some aspects of the tour include physically active elements. To enjoy these programs as intended, a minimum level of fitness is required. Accordingly, you must be in good physical and mental condition to participate. You represent that you have no physical, mental or other condition, impairment or disability that may or will cause or create a risk of injury or other hazard to yourself or others in respect to any aspect of the program you have selected. Nuz Travel, LLC may, in its sole discretion, limit, restrict or prohibit from participation in any aspect of any program any individual that it considers in its sole discretion to be impaired or unsuitable due to fitness level. In addition, Nuz Travel, LLC may, in its sole discretion and at the participant's sole expense, remove from the program, or restrict the program-related activities of any individual whose physical or mental condition may or is likely to cause a hazard to himself/herself or others, or otherwise impair the enjoyment of other program participants. Any physical condition requiring special attention, diet, or treatment must be reported in writing to Nuz Travel, LLC at the time a program reservation is made. Prior to the tour, the participant should consult his or her physician to confirm that he or she is fit for travel and participation in the tour and that all required or recommended immunizations are up to date. A special needs participant requiring any form of assistance must be accompanied by a helper who is capable of and totally responsible for providing such assistance. Any disability requiring special attention or treatment must be reported to Nuz Travel, LLC when the application is completed. Nuz Travel, LLC cannot guarantee that destination airport, coaches, transfer vehicles and accommodation will be wheelchair accessible. Services required for passengers with special needs are not included in the package price and may not be available.

SPECIAL DIETARY REQUESTS: Inform your group escort from the start of any special needs. As all meals are on a pre-paid group basis, a substitute meal at any restaurant would be up to the goodwill of that establishment. We cannot guarantee that all special requests will be granted.

TRAVEL ADVISORIES AND WARNING: The State Department and the Centers for Disease Control periodically issue statements, advisories and warnings about risks to travelers. These statements are country specific and contain important information. The State Department information can be found at <http://www.travel.state.gov>, and the CDC statements can be found at <http://www.cdc.gov>. We urge everyone to review these sites.

RESPONSIBILITY AND LIABILITY: The responsibility of Nuz Travel, LLC as tour operator and their agents is limited. Nuz Travel, LLC and its members, managers, directors, officers, employees, independent contractors, and agents act only in the capacity of agents for the participants in all matters pertaining to accommodations, sightseeing tours, and transportation whether by railroad, motorbus, motorcar, steamship or plane, and as such they shall not be liable for any personal injury, death, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of any defect in any vehicle, or through the acts or default of any company or person engaged in lodging or conveying the participant, or in carrying out the arrangements of the tour or otherwise in connection therewith. Notice is hereby given that liability of the shipping, railroad, aircraft and other companies and persons providing transportation, accommodation or services in connection with the travel or tour herein applied for, is governed by the law of the country in which the event given rise to the liability takes place, and that such liability is subject to conditions and regulations upon which the transportation tickets, coupons, or vouchers are issued.

Under no circumstances is Nuz Travel, LLC to be held responsible for:

1. Baggage damage, loss, or delay in delivery.
2. Delays, personal injury, property damage or any loss resulting from any acts of God, force majeure, act of public enemy, arrest or restraint of any government, terrorist or criminal activities, seizure under legal process, quarantine, restrictions, riots, or civil commotions, wild animals, pests or insects, strikes, war, quarantine, weather and any other natural or unnatural causes, lockouts, or labor stoppages, war hazards or dangers incident to a state of war, participation in sports activities.
3. Improper or insufficient passports or other documents
4. Illness, food poisoning, allergies, death, accidents, or injury, including those relating to recreational activities.
5. Structural, defective or otherwise unsatisfactory conditions of hotels and lodging facilities or mechanical failure of transportation
6. Loss of personal property, possessions, or monies.
7. Any act of neglect of any person or company whose services are retained by Nuz Travel, LLC for the benefit of tour participants including, but not limited to, hotels, airlines, bus services, cabs, tour agencies, transportation companies and tour guides and any overbooking or downgrading thereby.
8. Any deviation, delay, or curtailment of any kind, however caused, and if beyond the control of Nuz Travel, LLC.

Additional expenses, if incurred under any of the above circumstances, will be borne by the tour participant. Any participant responsible for damage to any property while on the tour will be required to pay immediately for such damages incurred. If you are in default and we refer the collection of your account to an attorney, we may charge you reasonable attorney's fees and court or other collection costs as permitted by law and as actually incurred by us.

In the event service and accommodations set forth in the program cannot be supplied due to delays, acts, omissions, or other causes beyond its control, Nuz Travel, LLC shall use commercially reasonable efforts to supply comparable services/accommodations. In the event services are not used due to voluntary omission by

the participant, refunds will not be granted. No refund or allowance will be made for absence during the tour, or for activities missed, even if for cause beyond the control of the participant including illness or personal emergency. Unused vouchers for tours, hotels or other features are not exchangeable or refundable.

If improvements in itinerary can be made, or unforeseen conditions beyond our control deem changes necessary, we reserve the right to slightly alter itineraries without penalty. In the event cancellation of the tour is compelled by circumstances beyond our control, including insufficient number of participants, Nuz Travel, LLC's liability shall be limited to a FULL REFUND of all payments received from the applicant, except non-refundable airfare and insurance. Nuz Travel, LLC reserves the right to increase the program price in the event of cost increases due to changes in airfares, currency fluctuations or fuel surcharges (giving the participant the opportunity to evaluate at the increased price).

Under no circumstances can Nuz Travel, LLC be held responsible for the action, personal conduct or moral behavior of any tour member. Notwithstanding the foregoing, Nuz Travel, LLC reserves the right (a) to decline to accept or later reject any applicant for any reason which Nuz Travel, LLC shall deem satisfactory; (b) to exclude any participant from further participation in the tour, if in the sole judgment of Nuz Travel, LLC, such participant's action is incompatible with the interest of the group, in which case proportional refund for the program will be made to participant by Nuz Travel, LLC, if savings are received by Nuz Travel, LLC. Any additional cost under these circumstances (i.e. flight ticket) are at the participant's own expense.

Nuz Travel, LLC will use commercially reasonable efforts, when made aware of the need, to secure prompt, appropriate medical care (at the participant's expense) for participants requiring it, but responsibility shall be limited to making such efforts. By joining the tour, the participant does hereby agree that neither the participant nor his or her heirs, personal or legal representatives, or family members will bring suit or make a claim for illness, injury or death resulting from the actions or negligence of Nuz Travel, LLC or its employees, officers, directors, members, managers, agents, contractors or affiliated organizations or the supplier of any element of the package as a result of participation in the program. The parents or legal guardian of any participant under twenty-one years of age authorizes the tour escort at any time or times during the tour to procure such medical (including hospital and surgical) care as he considers proper or necessary for the health of the member, and the parents or legal guardian will pay therefore promptly upon billing.

The participant acknowledges that it is participating in the tour on a voluntary basis and understands that there may be dangers and hazards associated with the tour and assumes the risks associated with participation in the tour, including those mentioned above. The participant acknowledges that those hazards can cause physical or emotional harm or even death. In addition, the participant, for his or her self, heirs, executors, administrators, spouses, relatives or anyone else that might claim on the participant's behalf, covenant not to sue, and waives, releases and discharges Nuz Travel, LLC, its members, manager, agents and employees from any and all claims or liability for death, personal injury or property damage of any kind or nature, and any other claims whatsoever arising out of or in any way connected with the participants participation in the tour, even if the liability arises out of the negligence of Nuz Travel, LLC. This release extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known and unknown.