

BOOKING TERMS & CONDITIONS

1. **CONTRACT** with Go Now Adventures LLC, referred to as "GNA" below. Anyone wanting to make a booking must sign the Booking and Trip Terms & Conditions, and Release of Liability and Assumption of All Risks. The person(s) included on the registration form are referred to as the "client" below. All clients will be bound by the conditions that follow.

All bookings can be made with GNA direct, or by an authorized travel agency which sells the tours described in their promotional material and website. No person has any authority on GNA's behalf to vary these booking conditions. The service to be provided is the tour(s) referred to in GNA's brochures, its websites, or was custom designed for the client.

2. PAYMENT & ACCEPTANCE of BOOKING

The 2 documents listed above must be completed and signed by all those who wish to book a trip. These forms should then be returned to GNA via online registration, faxed, scanned and emailed, mailed to GNA direct, or through an authorized travel agency. Included, should be a **deposit of \$350 per person, per trip**.

If a booking is made 60 days or less before the departure date, then the full amount is due at the time of booking. The balance of the tour cost is due 60 days before the departure date. Payment can be made in the form of a check, money order, bank transfer, or credit card. If the balance due is not paid 60 days before departure, GNA reserves the right to treat the client's booking as cancelled by the client and is subject to the cancellation fees below.

3. CANCELLATIONS and REFUNDS

A cancellation by the client must be made in writing. The date that GNA receives the letter or email determines the cancellation charge applicable.

Cancellation fees per person per trip are as follows:

| <u>Days prior to Departure</u> | <u>Fee</u> |
|--------------------------------|-------------------------|
| 91 or more | Deposit refunded |
| 61 - 90 | Deposit |
| 31 - 60 | 50% of total tour cost |
| 0 - 30 | 100% of total tour cost |

Exceptions to the cancellation and refund policy cannot be made for any reason, including weather or personal emergencies. **The client is strongly advised to purchase cancellation insurance**, as this will cover cancellation charges in certain circumstances. Payments due at the time of cancellation remain the responsibility of the client.

4. CANCELLATION by GNA

GNA reserves the right to cancel a tour for any reason, including insufficient sign-up or logistical problems which may impede trip operations. The client will be notified at least 8 weeks prior to the departure date and all payments made by the client will be refunded. The refund of payments made shall release GNA and its agents from any further liability.

The client may also choose to select an alternative departure date or an alternative tour. If the alternative tour chosen by the client is of lesser or greater value than the tour originally booked, then the client will be entitled to a refund of the price difference or be required to pay the price difference, however the case may be.

GNA must normally make substantial payments to its suppliers far in advance of the scheduled departure date. If a trip is canceled due to circumstances beyond GNA's control (examples are labor strikes, hurricanes, flooding, war, or other "acts of God"), GNA shall promptly refund the portion of the trip cost not advanced to the travel suppliers and use its best efforts to recover and refund the balance as promptly as possible. However, GNA and its agents do not guarantee recovery of any or all of the advance payments made, and our use of the best efforts to recover these payments will not include the institution of any legal proceedings.

Additionally, GNA will not be responsible for other expenses incurred by the client in preparing for a cancelled trip such as, but not limited to non-refundable advance purchase of airline tickets, visa/passport fees, equipment, personal travel articles, or for any other travel arrangements the client may have made prior to the scheduled trip departure date.

5. UNUSED SERVICES

No refunds, partial or otherwise, are possible for unused services including hotel rooms, missed meals, air or land transport, trekking days, other sightseeing excursions, or any other unused trip arrangements.

6. PRICES, SURCHARGES & BROCHURE VALIDITY

GNA may occasionally be faced with significant cost increases due to factors over which it has no control. As such, GNA reserves the right to impose surcharges or price increases due to unfavorable exchange rates, increases in transport costs, taxes, or if government action should require us to do so. If any surcharge results in an increase of more than 10% of the tour cost, the client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Prices and dates on GNA's promotional material are only indicative. For the most current information, visit the appropriate GNA website: www.MexicoVacationTours.com or www.DiscoverVeracruzTours.com.

7. SINGLE SUPPLEMENT

Trip prices are based on double or shared occupancy in hotels, lodges, tents, etc. Single accommodations can often be arranged for an extra cost but may be limited on some trips according to the availability. If you are traveling alone and wish to share with another traveler, the first willing-to-share, same gender roommate will be assigned. Should no one be available at the time you register, the Single Supplement is payable and you will be invoiced accordingly. If a roommate is found prior to departure, this fee will be refunded.

8. MEDICAL FITNESS and AGE

Good physical and mental health is essential for the enjoyment of these trips. By forwarding the deposit, the client certifies that he/she does not have any physical or other conditions that would create a hazard for himself/herself or other travelers.

Any client with a pre-existing medical condition that could affect his/her ability to meet the demands and requirements of the tour, including all tour activities, must disclose the condition to us at the time of booking. Any client with such a pre-existing medical condition may be required in our sole discretion to complete a medical certificate. If the medical form cannot be completed for any reason and has not been returned to GNA by the final payment date specified above, then GNA reserves the right to treat the booking as cancelled by the client. Once a trip has been confirmed, medical conditions will not be considered as exceptions to the cancellation policy factors.

9. FLEXIBILITY

The itinerary as stated for each tour must be taken only as an indication of what each group may accomplish and not a contractual obligation. The client acknowledges that the nature of this type of travel requires significant flexibility and should allow for changes. The client understands that the amenities, lodgings, type of transport, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems & other unforeseeable factors.

10. CHANGES by GO NOW ADVENTURES LLC

While GNA does its best to operate all tours as advertised, reasonable changes in itinerary may be made where considered necessary. GNA also reserves the right to change any of the services and facilities described in the tour descriptions before a booking is made. If such a change is made, the client will be told at the time of booking.

If GNA makes a major change, the company will inform the client as soon as possible if there is time before departure. A major change is defined as a change affecting one day in seven of the itinerary. If the major change is due to an unusual or unforeseen circumstance, no refund or compensation is payable.

11. CHANGES by the CLIENT

The client may only make a change to a booking at least 60 days before departure. Any additional costs will be charged. A transfer from one tour to another can only be made at least 60 days before the departure date of the first booked tour. A request to transfer received less than 60 days before departure will not be accepted. In this case the client must cancel the booking and then rebook on another tour or the same tour for another departure date.

12. AUTHORITY on TOUR

The client must at all times comply with the laws, customs, foreign exchange, and drug regulations of the Mexican government. At all times the decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well being of the group or individual travelers. Should the client fail to comply with the above, or should the client interfere with the well being of the group, then the local guide or local supplier may order the client to leave the tour without recourse to any refund.

13. TRAVEL DOCUMENTS

The client must obtain and have possession of a valid passport and all required visas, permits, and vaccination certificates, required for the entire tour. The client accepts responsibility for obtaining these documents and any other necessary documents. Information or advice given by GNA on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of GNA.

14. CLAIMS and COMPLAINTS

If a client has a complaint against GNA, the client must first inform the local guide/supplier while on the tour in order that the guide/supplier can attempt to rectify the matter. Any further complaints must be put in writing to the company within 30 days of the end of the tour.

15. INSURANCE

Each client understands that the price of the trip does not include any insurance. Exceptions to the cancellation and refund policy set forth in this Booking and Trip Terms & Conditions Policy cannot be made for any reason, including weather or personal emergencies.

As such, **GNA STRONGLY ADVISES EACH CLIENT TO PURCHASE CANCELLATION INSURANCE**, as this will cover cancellation charges in certain circumstances.

Further, **GNA STRONGLY ADVISES EACH CLIENT TO PURCHASE PERSONAL TRAVEL INSURANCE**. This insurance can cover personal accident, medical expenses, evacuation and air ambulance, loss of effects, repatriation costs and other expenses which might arise as a result of loss, damage, injury, delay, or inconvenience occurring to a client.

When obtaining travel insurance, the client must make certain that the insurer is aware of the type of travel the client will be undertaking.

16. AIRLINES

GNA is not responsible for losses due to cancelled flights, changed flight itineraries, late arrivals, or early departures. It is the client's responsibility to be ready to go at the departure city at the specific tour departure day and time. Please be reminded of point #5 entitled, "Unused Services."

17. BINDING ARBITRATION

In the unlikely event of any dispute concerning, relating, or referring to this contract, or any literature concerning your trip, or the trip itself, you agree to the following conditions: 1) the dispute shall be resolved exclusively by binding arbitration in Bensenville, Illinois according to the then existing rules of the American Arbitration Association; 2) the maximum amount of recovery to which you will be entitled from Go Now Adventures LLC under any and all circumstances shall not exceed the amount of its fee for professional services, less actual expenses incurred in arranging your travel. Such proceedings will be governed by substantive Illinois law. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.