**TERMS & CONDITIONS/CONSUMER DISCLOSURE NOTICE**

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**Release of Liability, Waiver, Assumption of Risks, and Arbitration Agreement**

PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES.

I. Scope

Holiday Travel Agency, ("HTA") is acting as a mere agent for SUPPLIERS in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Holiday Travel Agency, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience or injury, or death to travelers or travelers' companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, Holiday Travel Agency does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of the hotel accommodations chosen, and agree that Holiday Travel Agency will not be responsible if they are not satisfied. Traveler has acknowledged that they have taken note of these Terms and Conditions before making a booking, and have initialed a client contract evidencing the same.

II. Risks, Cancellation, and Insurance

Traveler assumes complete and full responsibility for, and hereby releases HTA from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, we specifically recommend that U. S. Citizens traveling internationally, including travel to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335 https://travel.state.gov/content/travel.html.  For medical information, please refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at www.cdc.gov/travel (404) 332-4565.

HTA shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorist acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of HTA’s control.

If travel plans are delayed or cancelled for any reason there will be no refunds issued by HTA, except in those circumstances where HTA has issued its own schedule of cancellation, applicable to all or a portion of a booking (whenever such a schedule is issued, it will specifically indicate which trip component(s) it is issued for and it will apply ONLY to the specific trip component(s) indicated). Please note that a ‘trip’ or ‘booking’ often consists of multiple components, each of which may carry its own cancellation penalties (example: an airline ticket, a pre-trip hotel night, a multi-day adventure vacation by a tour operator, a post-trip extension designed by HTA, all of which may be subject to a different set of cancellation policies). You will be provided with the individual cancellation policies to the extent that these are available in a distributable format, for your records, but HTA is not responsible for this policy distribution. Clients are responsible for obtaining the applicable policies, either by contacting HTA and requesting a copy (if available, otherwise it will be verbal delivery) or by consulting the individual suppliers and/or their catalogs. No refund(s) will be issued for cancellations due to actual or threatened terrorist events. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political or other similar events.

It is the traveler’s responsibility to protect their purchases and Travel Insurance is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks.  HTA has information regarding some forms of travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

It is the traveler’s responsibility to protect their purchases, and Travel Insurance is strongly recommended. Traveler is advised to obtain any and all coverages prior to travel tour (e.g. medical, disability, travel insurance).  If declining Travel Insurance, Traveler has indicated as such on the client contract.

By embarking upon his/her travel, Traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.  Traveler also assumes all risks for any participation in a nominal risk or high-risk activity.

III. DISPUTE RESOLUTION

The issuance of any tickets, reservations, or bookings by HTA is done on the express condition that: 1. HTA shall not be responsible for any changes in fares, rates, charges, or prices initiated by the carrier(s) or supplier(s) of services, and 2. HTA shall not be responsible for any damages resulting from cancellations, changes, or disruption of any services and/or for refunds of monies already paid or transmitted to any carrier or supplier of services.

Traveler’s initial retention of tickets, reservations, or bookings after issuance shall constitute a consent by customer, on his/her behalf and on behalf of his/her companions, to the above.

Nothing agreed to herein by the customer is meant to interfere with customer's legal rights against any carrier(s) or supplier(s) of services.

The payment of the required deposit or any partial or full payment for a reservation on the chosen tour/package shall constitute consent to all provisions of this Terms & Conditions statement, as well as all provisions contained in any brochures, trip descriptions, and/or itineraries, or other forms of collateral provided to the client in conjunction with a booking.  These provisions are hereby incorporated by reference in this Disclosure Notice, and clients are advised to take note of them.

HTA is acting as a mere agent for suppliers as stated above and its agents, servants, and employees, shall not be responsible for personal injury or property damage, loss or delay, or change of itinerary incurred by any person or tour participant arising out of the act of negligence of any direct or supplemental air carrier or other person or entity engaged in transporting the passenger, hotel or other person rendering any of these services, or accommodations being offered in these tours; nor shall HTA be responsible for any injuries, death, damages, loss, or delay in any means of transportation or by reason of any event beyond the actual control of HTA or of any agent or supplier or due to force majeure. The right is reserved to decline or accept or to retain any person as a member of a trip; change a trip from ‘escorted/guided’ by HTA, to ‘partially escorted/guided’ by HTA or by a replacement escort, to ‘unescorted’ by HTA or by a replacement escort, should circumstances preclude the designated Holiday Travel escort or replacement escort from accompanying the trip for whatever reason; or to cancel a trip outright due to low passenger sign-up numbers, illness of a service provider, supplier default, or any other circumstances beyond the control of HTA.

If the contract between HTA and the passenger, on the one hand, and/or the contract between HTA and the designated carrier, on the other hand, is cancelled by the tour operator for any reason whatsoever, all partial or full payments made for the trip will be refunded in their entirety, without any further obligation on the part of the tour operator.

The right is reserved to substitute hotels of similar category (if available) or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of HTA, no refund can be made nor will credit be allowed or refund given for any services provided in the itinerary should any such services not be utilized by tour members. We reserve the right to alter any itinerary, arrangement(s), or date(s), if it becomes necessary or advisable, and each trip participant/ agrees to pay additional expenses required by such alternative(s), if any. All prices are subject to change without notice. Availability of refunds for air transportation included in a tour and additional transportation costs for a person who does not utilize an air transportation part of the tour will vary with the type of transportation and the point at which transportation is not used, and shall be made at the sole discretion of Holiday Travel. All rates quoted in the description(s)/itinerary(ies)/brochure(s) are based on the current carrier tariffs and current international exchange rates, and are subject to adjustment without prior notification in the event of changes therein, and any increase resulting from such adjustment shall not modify the cancellation provisions in the tour description/itinerary/brochure or the Trip Reservations and Details from accompanying this disclosure notice.
All parties hereby consent to the jurisdiction of all state and federal courts sitting in Angelina County, State of Texas , and agree that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

I acknowledge that I have carefully read the above paragraphs as well as the Client Contract, including the information regarding cancellations and refunds, and by signing below I fully agree to all stated conditions therein. I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD Holiday Travel Agency and its agents, employees, officers, directors, associates,  suppliers, affiliated companies, and subcontractors HARMLESS against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by Holiday Travel and its agents, employees, associates,  suppliers, affiliated companies, or subcontractors.

THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT HOLIDAY TRAVEL AGENCY HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT.

I further agree that if any legal dispute involving these travel services shall necessitate the use of a court(s), the action shall be heard only by the courts of Angelina County, Texas, U.S.A.  I acknowledge that in calculating the cost of the tour or trip, HTA has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, HTA would be unable to offer these services to me. I fully understand that this is a legally binding and enforceable contract and sign it of my own free will.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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