



Puerto Rico: Culinary Paradise November 12-17, 2019

Price: \$3540 per person, based on double occupancy

A non-refundable deposit of \$500 is required at booking to reserve your place

PERSONAL INFORMATION

<p>1. Applicant <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs.</p> <p>First Name(s): _____ Last Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>City: _____ State: _____ Zip/Postal Code: _____ Country: _____</p> <p>Phone:</p> <p>Home _____ Business _____ Cell _____</p> <p>E-Mail _____</p> <p>I am traveling with _____</p>
<p>CONTACT INFORMATION: (name of person, not traveling with you, to be contacted in case of emergency)</p> <p>2. Contact Person <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs.</p> <p>First Name(s): _____ Last Name: _____</p> <p>Phone:</p> <p>Home _____ Work _____ Cell _____</p> <p>Email _____</p> <p>Relationship to you: _____</p>

Terms & Conditions These are the terms under which we offer custom Tour de Forks, LLC ("TDF") culinary adventures for individuals and/or groups ("Tour or Tours"). By registering and paying your deposit for a Tour, you are entering into this Agreement with us. Please read these terms carefully before making a deposit or payment for a Tour. These terms may be supplemented by additional terms and conditions specific to your Tour ("Supplemental Terms"). In the event of a conflict between this agreement and the supplemental terms, the Supplemental Terms will apply.

Costs & Inclusions Quoted Tour prices are per person, double occupancy except where indicated. Solo travelers will be expected to pay the single supplement fee. Prices include programming, planning, handling and operational charges. Quoted tour prices are based on current rates of exchange, tariffs and taxes in effect at the time we promoted your Tour. We reserve the right to increase Tour prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets at all times. We will not give a breakdown in the price of a Tour or its parts. Please refer to the "Inclusions" section of your personalized itinerary for detailed information regarding which services are included in your tour cost.

Items Not Included The items not included in your Quoted Tour price are as follows: travel insurance, international and domestic airfare, private air charters, airport departure taxes, any other transportation to and from the Tour (unless otherwise noted); costs associated with obtaining passports or entry visas; gratuities, alcoholic beverages, excess or any luggage charges, visa fees, tours/ activities indicated as optional or not specified in itinerary, items of a personal nature including laundry, mini-bar charges, communication charges or other incidentals, or any items not specifically listed as included, are not included.

Reservations, Payments & Deposits Reservations may be made through a travel agent or by directly contacting Tour de Forks. A specified non-refundable deposit (by Tour) is required to reserve your space. Your final payment date will be listed on the confirmation you receive from us. Final payment is due 90 days prior to departure unless otherwise indicated. For tours booked within 90 days of departure, the full cost of the trip must be paid at the time of booking to secure your spot. Payments may be made by personal or agency check or by Visa, MasterCard or Amex.

Cancellations & Refunds All cancellations and refund requests must be made in writing by email or overnight courier to our New York office. No verbal requests will be honored. Your cancellation date will be the date on which we receive your notice.

Cancellation by You:

- Deposit is 100% non-refundable at time of booking.
- If we receive your cancellation notice ninety (90) to sixty-one (61) days prior to the departure date, we will retain fifty percent (50%) of the Tour price, excluding optional payments.
- If we receive your cancellation notice sixty (60) days or fewer prior to the departure date, we will retain one hundred percent (100%) of the Tour price.
- Any penalty imposed by an airline, including for airline service between points on the Tour ("Internal Air") or travel to or from the Tour, is your responsibility.

Your decision not to participate on the Tour due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation.

If a flight or other delay for any reason prevents you from joining the Tour on the Tour departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but you may join the Tour late if you wish.

There is no refund for leaving a tour early or arriving late, or not participating in any of the components.

In addition, clients are subject to any and all cancellation fees imposed on Tour de Forks, LLC by any of our suppliers. These cancellation fees and policies may differ from Tour de Forks, LLC. ***It is for these reasons that comprehensive travel insurance is STRONGLY recommended.***

Cancellation or Substitution by TDF: We will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the Itinerary, and any such substitution may result in an increase in price.

We reserve the right to cancel any Tour because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Tour, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Tour in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost, any unused portion of the Tour.

Accommodations Accommodation classification is based on a combination of factors including price, location and quality. Prices are based on double occupancy rooms with private bath facilities. Note that in many countries king beds and non-smoking rooms are not available. Tour de Forks reserves the right to substitute comparable accommodations without notice.

Passports & Visas All tour participants must hold a passport valid for six months from their date of arrival in any foreign country. It is the sole responsibility of the tour participant to secure any necessary visas and to secure a passport with sufficient blank pages for immigration and visa stamps.

Baggage All baggage is transported at your own risk. Please check with the airlines for specific luggage allowance. All money, valuables and travel documents should be packed in a carry-on bag for which you are responsible for at all times. Tour de Forks can not be responsible for any baggage fees or loss or damage to baggage to or from a Tour or while on a Tour. ***Comprehensive Travel insurance is strongly recommended.***

Medical Costs We strongly recommend that, before traveling, you review your health and other insurance to ensure you have coverage appropriate to meet your needs, and those of your family and dependents, in case of any personal injury or loss of property. ***Comprehensive travel insurance is strongly recommended.***

Travel Insurance Travel insurance, medical evacuation and doctor/hospitalization and other costs are not included in the tour price. We strongly recommend you purchase comprehensive travel insurance (including trip delay, trip cancellation, trip

interruption, and baggage) and health, accident and medical evacuation insurance are strongly recommended.

We can assist you in getting a quote for your travel insurance. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

For Events Beyond the Control of TDF Should events beyond our control require it (including during the tour), Tour de Forks reserves the right to alter or modify the itinerary without advance notice, to withdraw any tour component from your trip and/or substitute a tour component of equal standard. Any costs resulting from such modifications will be the responsibility of the tour participants. If any trip has to be delayed due to bad weather, travel conditions, flooding, flight or other transportation delays, overbooking, government intervention, acts of war, acts of terrorism, sickness or any other contingency beyond the control of Tour de Forks, the additional costs of the delays and rerouting will be the responsibility of the tour participant.

Limits on Tour de Forks Responsibility Your trip will be arranged by Tour de Forks ("TDF") acting only as an independent contractor or agents to supply or arrange for the travel services named in your Itinerary or otherwise to procure services or goods from third parties such as the hotels and other lodging providers, local hosts, tour companies, airlines, vehicle companies, driving services, railroads, ship lines, bus lines, cooking schools, restaurants, producers, chefs, providers of entertainment and other vendors and their owners or contractors (the "Suppliers") providing accommodations, touring, teaching or other services included in your Tour. TDF does not own or operate any entity which provides goods and services for your Tour. Instead, it arranges the goods and services from our Suppliers. All such persons or entities are independent contractors. As a result, TDF cannot be held liable for any negligent or willful act of any such person or entity or Suppliers, their employees or agents or any third person for any personal injury, property damage or other loss, accident, delay, death, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers.

In no event will we be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the Tour, even if advised of the possibility of such damages.

By payment of your deposit and registration on this Tour, you agree to the foregoing and also agree that neither TDFs nor any of their affiliates or agents, shall be or become liable or responsible for any loss, death, personal injury or damage to person, property damage or other loss, in connection with any accommodations, transportation, touring, dining or other services provided resulting directly or indirectly from any acts of God, fire, breakdown in machinery or equipment, acts of government, wars whether declared or not, hostilities, acts of nature, animals, criminal acts, acts of terrorism, civil disturbances, disaster, weather hazards or

climate extremes, strikes, riots, thefts, pilferage, loss or damage to baggage, illness, allergic reactions, disease, choking, epidemics, quarantines, financial defaults of service providers, delays or cancellations or changes in itinerary or schedules, or from any other causes beyond the control of Tour de Forks, LLC. Payment of deposit shall constitute consent to all provisions of this Agreement as set forth herein.

Force Majeure: We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the Tour, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which you may travel.

You understand that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov, and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

Assumption of Risks and Release: If you participate in activities during your Tour, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with your Tour or participation in any activities in which you participate.

Arbitration and Waiver of Trial by Jury: You agree to present any claims against us within ninety (90) days after the Tour ends and to file any suit within one (1) year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. In lieu of litigation and jury trials, each of which is expressly waived, any dispute concerning, relating or referring to this Participation Agreement, the brochure, or any other literature concerning your trip or the Tour shall be resolved exclusively by binding arbitration in New York City, New York, according to the then existing commercial rules of the American Arbitration Association. Such proceeding will be governed by the substantive law of the State of New York. The arbitrator(s) and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable.