



Terms and Conditions

Please carefully review the following terms and conditions (“**Terms and Conditions**”) that govern the programs and travel services provided by People to People International (collectively, the “**Services**”). These Terms and Conditions apply to all People to People International (“**PTPI**”) programs and are legally binding between the traveler(s) and PTPI. The traveler (referred to herein as “**you**”, “**traveler**” or “**participant**”) understands and accepts that the program fee must be paid, and a Passenger Profile (as defined below) located at PTPI.org (the “**Site**”) must be completed, signed and returned prior to departure. Signing this agreement or making partial or full payment for a travel program constitutes acceptance of these Terms and Conditions. The Services made available by PTPI and Providers (as defined below) can only be used by travelers who have first read these Terms and Conditions and accepted them unconditionally by signing below.

1. Acknowledgment.

PTPI does not own or operate any: (i) lodgings in a dwelling or similar living quarters including, but not limited to, hotels, condos, quarters in cruise ships, motels, rentals, time shares, camp grounds, and resorts (collectively, “**Accommodations**”); (ii) excursions, tours, transportation providers, travel protection companies, attractions, or travel-related suppliers who provide goods or services for your trip (collectively, “**Suppliers**”); or (iii) airlines, trains, buses, cruise lines, or other common carriers (“**Carriers**” and, together with Accommodations and Suppliers, collectively, “**Providers**”). You acknowledge and agree that PTPI shall not be responsible for any loss, damage, delay, inconvenience or injury to you as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any Provider. These Terms and Conditions apply to any type of travel that is organized, scheduled, or prepared through PTPI.

You agree that our Services (including any trips, trip activities, experiences, events, or other results obtained) may carry inherent risk, and by participating in such Services, you choose to assume those risks voluntarily. For example, use of our Services to participate in a trip or similar experience may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in our Services. You assume full responsibility for the choices you make before, during and after your participation in our Services. You agree to release and hold harmless PTPI from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs during your use of our Services or in any way related to our Services.

2. Payment Policy.

The traveler agrees to pay the applicable program fee in U.S. Dollars by either credit card, check or bank transfer. A twenty-five percent (25%) non-refundable deposit is due at the time of enrollment. The remainder of the program fee and a fully completed Passenger Profile are due sixty (60) days prior to the traveler’s program start date. Should a traveler sign-up for a program within sixty (60) days of the program’s scheduled start date, the entire program fee must be paid at the time of enrollment and the Passenger Profile must be completed promptly. If final and full payment is not received by the applicable due date, the traveler’s program reservation will be subject to cancellation and the deposit shall be forfeited. The traveler is liable for all bank and related transaction charges.

3. Cancellation and Refund.

PTPI reserves the right, at its sole discretion, to reject any individual at any time prior to the program start date or to cancel the program in which a traveler is scheduled to participate. In the unlikely event of such a cancellation or if a traveler has been rejected, the total amount paid to PTPI will be refunded, unless the cancellation is either due to nonpayment, failure to submit the Passenger Profile, or any breach of these Terms and Conditions. PTPI will not be responsible to the participant for any other refund, costs, interest, liability, or damages of any kind.

If a participant cancels for any reason, the participant must notify PTPI in writing and either deliver by hand, by first-class mail, postage prepaid, by a reputable delivery service (i.e. Federal Express or United Parcel Service), or electronic mail. Upon making the booking, you hereby accept & acknowledge liability for all cancellation fees imposed by PTPI. The cancellation will be effective upon PTPI's receipt of the written notification. Cancellations are posted on the day that the complete cancellation documents are received by PTPI so long as they are received before 5:00 p.m. Central Time on a business day. All other cancellations will be posted on the next business day.

- Cancellations received between the date of booking and sixty one (61) days prior to the scheduled start date will result in the loss of the deposit.
- Cancellations received sixty (60) to forty six (46) days prior to the scheduled start date will be subject to a cancellation charge of fifty percent (50%) of the program fee.
- Cancellations received forty five (45) to thirty one (31) days prior to the scheduled start date will be subject to a cancellation charge of seventy five percent (75%) of the program fee.
- Cancellations received within thirty (30) days or less from the scheduled start date of the program will be subject to forfeiture of one hundred percent (100%) of the program fee.

Cancellation of certain luxury or boutique accommodations will be subject to the refund policy of each individual property and may result in a greater amount than the percentages above being charged as a cancellation charge. Also, cancellation of certain Carrier tickets will be subject to the refund policy of each individual Carrier and may result in a greater amount than the percentages above being charged as a cancellation charge.

If a traveler has cancelled their program, they have the option to either (i) leave the funds on file for up to one (1) year from the original start date of the anticipated program to put towards another PTPI program, or (ii) receive a refund of the program fee based on the terms set forth in these Terms and Conditions. Notwithstanding the foregoing, any trip cancellation will result in forfeiture of the deposit amount. If a traveler fails to utilize the aforementioned options within one (1) year from the cancelled program, any program fee held by PTPI will be retained indefinitely. No refunds will be given for unused portions of the program or because of a traveler's failure or inability to participate in the PTPI program. It is very important that a participant understands the cancellation policy. If it is not clear, the participant should ask for clarification. PTPI cannot make exceptions to this cancellation policy for any reason, including medical emergencies.

4. Travel Protection.

PTPI strongly urges the participant to purchase trip cancellation insurance. This insurance should cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. PTPI cannot be held responsible for any costs arising from such loss or injury. By not obtaining travel protection, you

acknowledge and accept liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. All queries regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss your claim with PTPI due to privacy laws. You acknowledge and agree that PTPI has no control over the travel insurance provider or its coverage decisions, and as a result PTPI is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

5. Travel Policies and Procedures.

You are required to review and confirm all aspects of your travel booking including, but not limited to, verifying your: legal first and last name, mailing address, email address, telephone number, date of birth, pricing, and travel arrangements to and from the destination. You voluntarily assume full and sole responsibility for any and all risks and/or costs involved with any errors and/or omissions in your travel documents. You further agree to safeguard your travel documents (specifically including all travel tickets) and bear any and all costs related to loss or theft. If you lose your travel documents or if your travel ticket is stolen, PTPI advises that you immediately report it to the police and to the Carrier.

You assume sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. You assume sole responsibility for, and hereby release PTPI from, any claims or responsibility for any and all damages incurred as a result of your failure to comply with applicable documentation requirements including, but not limited to, the requirement that you procure, and have on your person the proper travel documents at all times. PTPI recommends you consult with the appropriate domestic and foreign governmental agencies for the current document requirements.

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with PTPI by any means, including our Site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings. You agree to supervise all usage of PTPI communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with PTPI is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by PTPI shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

6. Passenger Profile.

While you may browse the Services without creating a passenger profile (a “**Passenger Profile**”), you will be required to complete, sign and return a Passenger Profile prior to departure for any PTPI program.

7. Itinerary.

All Accommodations, room types, meals included in the program fee, and other specifications will be provided as shown in the itinerary provided by PTPI. The Services may not provide for all meals during the program. Each traveler will be responsible for their own meals if such meals are not explicitly provided for in the itinerary. All transportation, as well as transfers to and from the airport, will be provided as shown in the itinerary.

Accommodations and activities are subject to change at any time due to unforeseen circumstances or circumstances beyond PTPI's control. Every effort will be made to operate travel programs as planned, but alterations may occur after the final itinerary has been issued. PTPI also reserves the right to

withdraw a travel program or any portion thereof, to make such alterations to the itinerary and/or the program inclusions in its sole discretion and to pass on to travelers any expenditures caused by delays or events beyond its control. In the event of any appreciable variation in the travel program cost due to these circumstances, PTPI reserves the right to make adjustments to the program cost as necessary.

8. Accommodations.

If you travel on a PTPI-sponsored trip, and the particular Accommodations sought are unavailable, we will do our best to reserve comparable Accommodations, if possible. In such an event, you would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned Accommodation with Accommodations of the same category offering substantially equivalent services. PTPI shall not be liable for any loss, damage, hazard, fee, cost, or other peril arising from or related to your Accommodations.

Policies regarding taking possession of and vacating rooms often vary by Accommodation and/or country. PTPI is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room. Room classifications and amenities may vary by Accommodation and/or country. PTPI makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

9. Activities During Your Trip.

An activity may not be appropriate for all ages or for individuals with certain medical conditions. PTPI may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part. It may happen that certain activities for a particular trip are no longer available by the local provider for any number of reasons, including without limitation, climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. You agree that PTPI is not liable for activities unavailable due to any of the reasons listed above or those of a similar nature. Similarly these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation. PTPI is not liable for any loss due to your gambling and is not responsible for any purchases made while on the trip. **YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PTPI SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.**

10. Health; Travelers With Special Needs.

PTPI recommends that all travelers be in good physical and mental health and have medical approval to travel. Any health conditions or physical disabilities must be reported to PTPI at the time of reservation upon initial booking. You are required to provide your own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers or Carriers may require you to be accompanied by a companion who is capable of, and responsible for, providing such assistance. Providers often reserve the right to reject passengers or participants whose mental or physical condition may interfere with the itinerary. You acknowledge and agree that PTPI shall be held harmless for any and all claims relating to Provider rejection relating to mental or physical condition. PTPI makes no guarantee as to the ability of any Provider advertised on its Site to meet the special needs of disabled clients. PTPI has no special knowledge regarding the suitability for disabled

persons of any portion of any tour or activity offered. PTPI advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them participate in a trip. You agree that PTPI will not be liable for any damages arising from inability to participate in any or all of the trip activities due to pregnancy or related illness and no compensation will be payable under such circumstances.

11. No Provider Guarantees.

While PTPI prides itself on working with top quality Providers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Provider's accommodations, transportation, or any food, drink, medicine, or provisions supplied. You acknowledge and agree that PTPI shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Provider. In no event shall PTPI be liable for any accident which occurs in connection with any Provider's services, in any manner, whatsoever. You admit a full understanding of the nature and character of the mode of transport and assume all risks of travel, transportation and handling of passengers and baggage. Providers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. You acknowledge and agree that PTPI is not responsible for Provider deviations, delays, cancellations, mandated overnight stays, or any other condition beyond control.

12. Interactions with Other Travelers.

PTPI is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other person or organization during any trip or trip activity you take, schedule, or participate in through our Services. You are solely responsible for your interactions with other travelers of our Services. We cannot be responsible for the interactions that you have with other travelers, so please use good judgment and keep safety in mind when you use our Services. We reserve the right, but have no obligation, to monitor interactions between you and other travelers of our Services.

We cannot and do not confirm each traveler's identity. You are solely responsible for determining the identity and suitability of others with whom you may interact through our Services. PTPI does not endorse any persons who use or register for our Services. We do not investigate or verify any user's reputation, conduct, morality, criminal background, or any information members may submit to the Services. We encourage you to take precautions when interacting with other users.

In the event that you have a dispute with one or more users, to the fullest extent permitted by applicable law you release us (and our officers, directors, members, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

You agree that you will comply with all applicable laws both in your use of the Services and in your participation in any trip or trip activity. PTPI prohibits all forms of unlawful harassment, both in its organization, and on any of its trips. If we receive reasonable information that you are harassing other travelers or are acting unlawfully in any manner, PTPI reserves the right to terminate your use of the Services, including cancelling any upcoming trips you may have booked and reporting your behavior to the appropriate authorities.

13. Other Items.

Unless otherwise stated, a traveler is responsible for organizing and covering the cost of transportation to the start location of the travel program. The traveler is also solely responsible for any airfare or other Carrier fees, charges, expenses, or penalties that might result from any cancellation of or change in the travelers' program, whether the traveler cancels the program or it is cancelled or altered by PTPI.

Unless otherwise stated, all pricing is based on double occupancy, i.e. two travelers to a room. Single travelers may have the option to purchase a single room supplement. PTPI will make every attempt to find a roommate for single travelers wishing to pay the double occupancy rate but if a roommate cannot be found a single traveler may be required to pay the single room supplement.

14. Photography/Video.

PTPI reserves the right to take photographs and/or video during any program and to use them for promotional purpose, without the express written permission of those included within the photograph and/or video. By traveling with PTPI, travelers agree to allow their images to be used in such photographs and/or videos. PTPI may use any photograph/video in publications or other media material produced, used or contracted by PTPI, including but not limited to, brochures, invitations, books, newspapers, magazines, television, websites, etc. Travelers who prefer that their images not be used shall provide written notice to PTPI prior to final payment and they will be exempted from this photography waiver clause.

15. Disclaimer of Warranties.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PTPI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. PTPI MAKES NO WARRANTY: (A) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THAT THE SERVICES WILL BE ERROR-FREE; (C) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SERVICES; AND (D) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PTPI OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

16. Limitation of PTPI's Responsibility.

People to People International, its employees, officers, directors, successors, agents and assigns do not own or operate any entity which provides goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent Providers. Each of the Providers is an independent entity with its own management, and is not subject to the control of PTPI. As a result, PTPI is not liable for any negligent or willful act of any such person or entity or of any third person. There are many inherent risks in travel of the type involved here, which can lead to illness, injury or even death. These risks are increased by the fact that these trips may take place in remote locations, far from medical facilities. Traveler assumes all such risks associated with participating in this trip.

YOU EXPRESSLY AGREE THAT IN NO CIRCUMSTANCES SHALL PTPI BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF A STATUTORY DUTY) OR OTHERWISE, FOR ANY LOSS OF PROFIT, LOSS OF USE OR OPPORTUNITY, LOSS OF

BUSINESS REPUTATION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SERVICES AND TERMINATE THESE TERMS OF USE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PTPI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES OR ANY AMOUNT RETAINED BY PTPI FOR PROVIDING YOU WITH ACCESS TO THE SERVICES.

WITHOUT LIMITATION, YOU ASSUME THE RISK OF, AND AGREE THAT PTPI IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY ACT OF GOD OR PUBLIC ENEMIES, ARREST, RESTRAINTS OF ANY GOVERNMENT OR RULERS OF PEOPLE, PIRACY, WAR, REVOLUTION, EXTORTION, TERRORIST ACTIVITY, THREATENED OR ACTUAL REBELLION, POLITICAL UPHEAVAL, CIVIL UNREST, RIOTS, FIRE, LOCKOUTS, EXPLOSION, COLLISION, ANIMALS, WEATHER CONDITIONS, DANGERS INCIDENT TO THE SEA, MECHANICAL OR CONSTRUCTION FAILURES OR DIFFICULTIES, DISEASES, LOCAL LAWS, ABNORMAL CONDITIONS OR DEVELOPMENTS, CLOSURE OF AIRPORTS/SEAPORTS/HOTELS/TRAIN STATIONS, CARRIER OR SUPPLIER LOGISTICAL PROBLEMS, COMPUTER PROBLEMS STRANDING, FOOD OR WATER POISONING, ILLNESS, GROUNDING, PERILS OF THE SEA, RIVERS, CANALS, LOCKS OR OTHER WATERS, PERILS OF NAVIGATION OF ANY KIND, THEFT, ACCIDENT TO OR FROM MACHINERY, BOILERS, OR LATENT DEFECTS EVEN THOUGH EXISTING AT COMMENCEMENT OF THE TRIP, DESERTION OR REVOLT OF CREW, OR LOST/DAMAGED/DELAYED LUGGAGE.

17. Release and Indemnification

The undersigned, on behalf of himself/herself, his/her personal representatives, his/her estate, and his/her heirs, irrevocably and unconditionally releases and discharges PTPI, its members, managers, officers, employees and agents, and their respective successors and assigns (collectively, the “**Released Parties**”) from any and all liability, claims, or damages of any kind that may occur to the undersigned arising from, relating to, or occurring as a result of, the undersigned’s participation in the Services. If at any time you are not satisfied with the Services or object to any material within the Services, your sole remedy is cessation of use thereof.

The undersigned agrees to defend, indemnify and hold harmless the Released Parties from and against any claims, losses, liabilities, damages, demands, expenses, or costs (including reasonable attorneys’ fees) arising from, relating to, or occurring during, the undersigned’s participation in the Services or the undersigned’s acts or conduct as a participant of the Services or program organized by PTPI.

18. Travelers' Representations.

Travelers represent that the Passenger Profile is accurate and neither the traveler nor anyone traveling with the traveler has any physical condition or disability that could create a hazard to himself or other members of the tour. PTPI reserves the right to remove from the trip, at the sole expense of the traveler, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

You represent and warrant that (i) you are in good health and mental and physical fitness at the time of booking the program, (ii) you have disclosed to PTPI every matter concerning your health and mental and physical fitness of which you are aware, or ought to reasonably be expected to know, that is relevant to PTPI’s decision to permit you to participate in the program, (iii) immediately upon any adverse change in

your health or fitness that may be likely to affect PTPI's decision to permit you to participate in the program, you will notify PTPI in writing of such change, and (iv) you have taken the necessary precautions to immunize/vaccinate for the destination you are travelling to.

19. Dispute Resolution.

Any dispute, claim or controversy arising out of or relating to the Services, these Terms and Conditions, or the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, including the determination of the scope or applicability of this agreement to arbitrate (a "**Dispute**"), shall be determined by arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. PTPI and the traveler will select an arbitrator by following the AAA Commercial Arbitration Rules' appointment procedures. Except as may be required by law, neither Party nor the arbitrator may disclose the existence, content or results of any arbitration under these Terms and Conditions without the prior written consent of both parties. The arbitrator's award will be in writing accompanied by a reasoned opinion and a written statement of the essential findings and conclusions on which the award is based. In lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means. Arbitration is the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute.

You agree that the laws of the State of Missouri, without giving effect to any principles of conflicts of laws, govern these Terms and Conditions and any dispute of any sort that may arise. The parties acknowledge that these Terms and Conditions evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms and Conditions shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

Each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees. In any arbitration arising out of or related to these Terms and Conditions, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits, or any punitive to exemplary damages.

IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Applicable Law and Forum.

This agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by the laws of the State of Missouri, United States of America. Both parties hereby agree on behalf of themselves and any person claiming by or through them that the exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement shall be the appropriate Federal Court or a State court located in Jackson County, Missouri.

21. Force Majeure

PTPI shall not be deemed in breach of these Terms and Conditions or otherwise be liable to you for loss, damage, or delay in performance or nonperformance of any of its obligations hereunder to the extent that any such causes are beyond its reasonable control, such as acts of God (including, but not limited to, windstorms, hurricanes, floods and fires), acts of any traveler, labor disturbances, war, terrorism, sabotage, acts of civil or military authority, epidemics, quarantine restrictions, riots, delays in transportation, or other causes beyond its reasonable control ("**Force Majeure**").

If PTPI, and/or any of its Providers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by PTPI to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion. However, PTPI shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to PTPI of the Force Majeure and applicable cancellation fees.

22. Severability.

If any provision of these Terms and Conditions is held invalid or unenforceable in any jurisdiction, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event of any conflict between any provision of these Terms and Conditions and any applicable law, the provision or provisions of these Terms and Conditions affected shall be modified to remove such conflict and permit compliance with such law, and as so modified these Terms and Conditions shall continue in full force and effect, and such illegality shall not affect any other term or provision of these Terms and Conditions.

23. Assignment.

Any right or obligation arising from these Terms and Conditions shall not be assigned or transferred by a traveler without PTPI's prior written consent thereto, which may be withheld for any reason.

24. No Waiver.

No waiver by either party of any breach of these Terms and Conditions, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a waiver of any other such breach, or a waiver of any other breach of these Terms and Conditions.

25. Entire Agreement.

These Terms and Conditions constitutes the entire agreement of the parties and supersedes any and all previous oral or written communications between the parties with respect to the subject matter hereof and thereof.

[Signature Page to Follow]

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. THE UNDERSIGNED HAS READ THESE TERMS AND CONDITIONS AND FULLY UNDERSTANDS ITS TERMS.

By signing your name you agree to these Terms and Conditions.

Signature

Date

Printed Name