



# Tour Participation Agreement

## Vantage Travel Protection Plan

You may wish to protect your investment with the purchase of our optional Full-Value Travel Protection Plan — one of the most comprehensive benefit plans available anywhere. Please see the rates and a brief description of the plan offered below.

### Protect the Full Value of Your Investment

You can feel confident that with the Vantage Travel Protection Plan, the full value of your investment is protected. Now that's peace of mind!

### If you must cancel your Vantage trip prior to departure

If you purchase Vantage's Full-Value Travel Protection Plan and must cancel your trip before your scheduled departure date for 1) a covered reason under the Trip Cancellation Benefit, you will be reimbursed by check for the unused non-refundable prepaid expenses for travel arrangements (the balance of the refund, if applicable, will be made either by check or credit card credit); or 2) for any reason under the Cancel for Any Reason Waiver, you will receive a Vantage Travel Certificate for the cancellation penalty amount (the balance of the refund, if applicable, will be made either by check or credit card credit). Cancel for any reason and your trip is covered by cash or travel credits.

**Please note that the Vantage Travel Pre-Departure Cancellation Waiver does not cover penalties associated with air or other travel arrangements not directly provided by Vantage.** Vantage Travel Certificates are nontransferable and nonrefundable, are valid for travel up to one year from the date of issuance, but not to exceed 15 months after the date of trip cancellation, and may not be redeemed for cash. Travel Certificates may not be used to purchase the Vantage Travel Protection Plan. Travel Certificates retain the original date of issue when applied to a new trip and you have to cancel. The SmartPay Discount Plan is not available on any portion of a trip paid for with Vantage Travel Certificates. For more details, please ask your Vantage travel consultant or visit online at [www.vantagetravel.com/vantagevalue/waystosave/TravelProtection.aspx](http://www.vantagetravel.com/vantagevalue/waystosave/TravelProtection.aspx). With the Vantage Full Value Travel Protection Plan, you're covered for any reason should the unexpected happen!

**During your tour: If something unexpected happens on tour — there is coverage for that, too! You're covered for most medical expenses even overseas, where Medicare does not cover you.**

**Conditions & Limitations:** All Travel Protection Plan fees are nonrefundable. Travel Protection Plan payment rates are subject to change. Certain exclusions and limitations apply to the Travel Arrangement Protection and Travel Insurance Benefits, all of which are detailed in the Travel Protection Plan. The Plan will be sent to you after you make your reservation and will be available to you upon request at any time prior to your purchase. For example, coverage does not apply to: any sickness or condition of the traveler, a traveling companion, family member, or business partner that existed during the 60 days prior to the effective date (this exclusion is waived if payment for this plan is received within 14 days of the initial deposit/payment for your trip), suicide, normal pregnancy, war or any act of war, or mental or nervous disorders unless hospitalized. Other covered reasons, as defined, include the following events or their consequences: cancellation or interruption of your trip due to inclement weather; unannounced strike; mechanical breakdown that causes complete cessation of services of your common carrier for at least 12 consecutive hours; a documented traffic accident while en route to departure; being hijacked or quarantined; jury duty; destruction of your home or destination by fire, flood, burglary, or natural disaster; being called to the emergency service of government to provide aid or relief in the event of a natural disaster; a documented theft of passports or visas; a transfer of employment of 250 miles or more; or revocation of military leave due to war.

This is only a brief description of the plan. For complete details, you should review the Travel Protection Plan at [www.tripmate.com](http://www.tripmate.com) and enter plan number F427V. Please Note: This section does not constitute or form any part of the Travel Protection Plan.

The Travel Insurance Benefits of this plan (and for New York residents only, the Travel Arrangement Protection Benefits) are underwritten by United States Fire Insurance Company, 5 Christopher Way, Eatontown, NJ 07724. All inquiries and claims should be reported to the Plan Administrator: Trip Mate, Inc. (In CA, dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, MO 64114, 1-800-888-7292.

Vantage Travel Protection Plan			
Benefit	Maximum Benefit Amount		
<b>Pre-Departure Cancellation Waiver</b>			
Cancel for Any Reason Waiver . . . . .	Up to Trip Cost		
<b>Travel Arrangement Protection**</b>			
Trip Cancellation . . . . .	Trip Cost		
Trip Interruption . . . . .	Trip Cost		
Missed Connection . . . . .	\$750		
Travel Delay (up to \$150 per day). . . . .	\$750		
<b>Travel Insurance Benefits</b>			
Medical Expense / Emergency Assistance			
Emergency Evacuation & Repatriation . . . . .	\$500,000		
Accident and Sickness Medical Expense . . . . .	\$50,000		
Accidental Death & Dismemberment. . . . .	\$25,000		
Baggage and Personal Effects. . . . .	\$3,000		
Baggage Delay (up to \$250 per day). . . . .	\$1,000		
One Call 24-hour Assistance Services . . . . .	<b>Included</b>		
<small>**The Travel Arrangement Benefits are provided by Vantage Deluxe World Travel in all states except New York. For New York residents, the Travel Arrangement Benefits are underwritten by United States Fire Insurance Company.</small>			
<b>Access your medical records online</b> — With our exclusive Free Global XPI Service, you can ensure that your important medical records are available to you or any physician chosen by you, at any time, anywhere in the world, quickly, wherever there is Internet access available. Register at <a href="http://www.globalxpi.com">www.globalxpi.com</a> or call, toll-free: 1-800-379-9887. Use program code F427V.			
<b>Cost of Travel Protection Plan (Applicable to all reservations made on or after November 6, 2013.)</b>			
Per-Person Trip Value	Single Plan Cost per person Ages 60 & Under	Single Plan Cost per person Over Age 59 & Under Age 74	Single Plan Cost per person Over Age 75
Up to \$2,000	\$199	\$209	\$209
\$2,001 - 2,500	\$249	\$299	\$329
\$2,501 - 3,000	\$259	\$339	\$409
\$3,001 - 3,500	\$279	\$409	\$489
\$3,501 - 4,000	\$319	\$469	\$559
\$4,001 - 5,000	\$399	\$549	\$659
\$5,001 - 6,000	\$469	\$669	\$769
\$6,001 - 7,000	\$549	\$775	\$875
\$7,001 - 8,000	\$649	\$869	\$979
\$8,001 - 9,000	\$739	\$969	\$1,079
\$9,001 - 10,000	\$829	\$1,049	\$1,159
\$10,000 - 11,999	\$939	\$1,149	\$1,249
\$12,000 & over	8.5% of paid trip	10.3% of paid trip	10.3% of paid trip
<b>Around the World Journey</b> 15.9% of paid trip			
<small>All rates are subject to change at any time. Trip value is based on gross invoice amount.</small>			

Effective as of 11/6/2013

PLEASE READ THE TERMS OF THIS TOUR PARTICIPATION AGREEMENT WITH CARE TO MAKE SURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

## General Terms and Conditions

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "traveler") and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel (hereinafter "Vantage"). By booking a trip, you agree to be bound by the terms of this Agreement. The Agreement outlines, among other things, our cancellation policy and certain limitations of liability. These terms affect your rights to sue, the governing law to be applied, and the jurisdiction and forum in which any suit may be heard.

The prices of your land tour or cruise/small ship tour (the "Original Price") and the airfare for travel to/from the intended destination ("All-Inclusive Airfare") are stated in the Vantage catalog and on our website. "All-Inclusive Airfare" includes airport transfers, fuel surcharges, and government taxes and fees. The prices advertised in each catalog are effective as of the publication date on the back cover of that catalog. At the time you reserve your tour, prices may be higher. For current prices, please see our website at [www.vantagetravel.com](http://www.vantagetravel.com). The price you pay is in U.S. dollars and is based on double occupancy, unless otherwise noted.

Availability for a tour may be limited. This Agreement identifies the steps you need to take to reserve a trip.

**FOR YOUR BENEFIT, WE STRONGLY RECOMMEND THAT YOU PURCHASE TRAVEL PROTECTION. PLEASE SEE THE RATES AND A BRIEF DESCRIPTION OF THE VANTAGE TRAVEL PROTECTION PLAN ON PAGE 4 OF THIS AGREEMENT. FOR DETAILS ON CONDITIONS AND LIMITATIONS, VISIT OUR WEBSITE AT WWW.VANTAGETRAVEL.COM/STATICPAGES/TRAVELPROTECTION.ASPX OR ASK OUR RESERVATIONS SPECIALISTS OR CUSTOMER SERVICE REPRESENTATIVES WHEN YOU CALL.**

## Making Reservations

To reserve a trip, Vantage requires an initial deposit followed by final payment. The payment of a deposit for the tour shall be deemed to be an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Vantage Deluxe World Travel.

Please refer to the chart on page 2 of this Agreement for deposit amounts, final payment, and cancellation fees schedule.

For all tours, payment of your initial deposit does not guarantee the price of your trip. Participation in our SmartPay<sup>SM</sup> Discount Plan can save you up to 10% on your Vantage trip AND will ensure that the price of the land, cruise, and airfare portions of your trip will not increase. This includes 100% guaranteed protection against ALL additional taxes, fuel surcharges, and currency fluctuations, from the moment you pay in full under the terms of Vantage's SmartPay Discount Plan. If you do not participate in our SmartPay Discount Plan, all prices are subject to change and may increase. This is further explained in the *Special Note* section of this Agreement.

Vantage will make every effort to accommodate requests for reservations made after the final payment due date — but in this case you will be required to pay the full amount of your trip at the time of booking. Vantage's Last-Minute Travel Deals (LMTDs) for tours departing between 90 and 7 days of reserving must be paid in full by electronic check at the time of booking. LMTDs will not earn Vantage past traveler reward credits. LMTDs cannot be combined with other credits, such as referral rewards, good will credits, competitor credits, past traveler credits, or other incentives.

## Making Final Payments

Final payments are due 90-120 days prior to departure, depending upon the program. See the *Deposit, Final Payment, and Cancellation Fees Schedule* included in this Agreement for payment due dates for specific programs. (It is better to refer to your invoice for the specific program's final payment due date.) Please make checks payable to **Vantage Deluxe World Travel**.

Reservations may be put on a waitlist or canceled by Vantage, if payment is not received by the final payment due date. Should this occur, cancellation charges will apply.

As stated above, All-Inclusive Airfare includes airport transfers and reflects all government taxes and fuel surcharges related thereto. The remaining price of each trip (the Original Price) includes all applicable land, ground, and cruise/ship components. The Original Price does not include optional charges for laundry service; telephone and Internet usage; wine, liquor, or mineral waters; shore excursions; sightseeing trips; gratuities; or services other than those specified in the

itineraries. Travelers are responsible for obtaining vaccinations. The Original Price also does not include port charges or any other non-air government fees and taxes. These are identified separately in the catalog and on our website and will be either (a) billed as separate items on the invoice or (b) collected upon your arrival and/or departure from the applicable country.

## Making Changes

Vantage understands if you need to change your plans. Most programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the date of departure. Any changes more than 30 days from booking date are subject to a **\$100 per-person nonrefundable processing fee**. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

## Passports and Visas

A valid U.S. passport is required for each person traveling on our international programs. You will be notified if your destination requires a visa for U.S. citizens. The "Personal Travel Guide" information booklet is provided prior to departure and outlines procedures for obtaining the necessary travel visas. **Travelers are responsible for obtaining any required visas. If you are not a U.S. citizen and therefore are not carrying a U.S. passport, you must contact the appropriate consular office for entry requirements pertaining to your trip, as Vantage is not responsible for providing you with this information or documentation.** Please ensure that your tickets and other travel documentation bear your name exactly as it appears on your passport or you could be denied boarding.

## Air Arrangements

In order to provide you with the lowest possible airfares, Vantage takes advantage of special contracted fares. These fares can be quite restrictive and carry cancellation charges imposed by the airlines ranging up to 100% of the cost. Therefore, you will be responsible for any penalties resulting from flight changes or flight cancellations made at your request after your flights are ticketed.

Vantage and/or the respective cruise lines reserve the right to choose the airline and routing for all tours, which may change between the date of your reservation and final ticketing. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, as result, by Vantage.

**FlightChoice:** You may request alternate air travel arrangements through Vantage's FlightChoice service for a \$100 per person service fee. You are responsible for any additional airfare (which includes government taxes and fuel surcharges) charged for these alternate travel arrangements.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Vantage will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. We further recommend that you not purchase air tickets with high penalty charges for changes. Should you make your own flight arrangements and miss your international flight for any reason, Vantage can assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

All air routings are subject to availability and cannot be guaranteed. Vantage is not responsible if an airline cancels or delays a flight for any reason, including weather. If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Vantage is not responsible for any additional expenses you may incur prior to joining your trip. Vantage will not provide any refund for portions of trips missed due to canceled or delayed flights. If an air schedule requires an overnight stay in a gateway city, Vantage can assist with hotel reservations as availability permits. However, overnights are at your expense unless otherwise specified in writing.

## Cancellations and Refunds

Vantage realizes that most people who cancel their reservations do so out of necessity. Nevertheless, cancellations are costly to administer and involve dedicated staff time and communications costs. Therefore, all cancellations made later than 24 hours after booking are subject to a nonrefundable administrative fee of **\$300** per person. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions.** This fee does not include airline cancellation fees or the cost of nonrefundable travel protection



**For Reservations & Information: Call Toll-Free 1 800 322-6677 or Book Online at [www.vantagetravel.com](http://www.vantagetravel.com)**

## Deposit • Final Payment Date • Cancellation Fees

**In the event of cancellation, you will receive a refund equal to your trip price less the per-person charges. The charges shown below include the \$300 administrative fee.** All cancellation schedules show number of days prior to departure. All trip codes are subject to change at any time.

### ESCORTED LAND TOURS

Deposit:	\$500 per person
Final Payment Date:	90 days prior to departure
Cancellation Fee:	
90+ days prior to departure:	\$300 per person
89-60 days prior to departure:	25% of selling price per person*
59-30 days prior to departure:	65% of selling price per person
29-0 days prior to departure:	100% of selling price per person** (including no-shows)

*Including but not limited to:* ANZ, AUF, AUS, AXN, BTS, CUP, ICE, IND, IRE, ISR, ITL, ITS, ITW, KTN, MOC, NBT, NPG, NPK, NZF, NZL, PCO, PER, RUS, SAF, SOA, TNZ and President's land tours.

\*Or \$300, whichever is greater.

\*\*Based on the full program price. See your tour advertisement for further details.

### EUROPEAN RIVER CRUISE TOURS

Deposit:	\$500 per person
Final Payment Date:	90 days prior to departure
Cancellation Fee:	
121+ days prior to departure:	\$300 per person
120-91 days prior to departure:	\$500 per person
90-61 days prior to departure:	40% of selling price per person
60-31 days prior to departure:	65% of selling price per person
30-0 days prior to departure:	100% of selling price per person* (including no-shows)

*Applicable to all Vantage river cruises from Amsterdam to Constanta including Rhine, Main, Danube, Moselle plus France (Seine, Saone, and Rhone), and Elbe, Douro, Russia.*

\*Based on the full program price. See your tour advertisement for further details.

### SMALL SHIP TOURS & TRANS-CANADA RAIL ODYSSEY

Deposit:	\$500 per person
Final Payment Date:	90 days prior to departure
Cancellation Fee:	
121+ days prior to departure:	\$300 per person
120-91 days prior to departure:	\$500 per person
90-61 days prior to departure:	40% of selling price per person
60-31 days prior to departure:	65% of selling price per person
30-0 days prior to departure:	100% of selling price per person* (including no-shows)

Including but not limited to: ANC, ANF, ANG, BIR, BX1, CBG, CBT, CBW, CFC, GAL, GAZ, GBS, GGT, GMT, GMQ, GPO, GTG, GTR, GTT, GVZ, MHX, MX1, MXH, PAT, PTL, RMS, SCN, SCO, TCR, YRC, YRT and cruises on the *Paul Gauguin*

\*Based on the full program price. See your tour advertisement for further details.

### AROUND THE WORLD JOURNEYS

#### Deposit, Final Payment, and Cancellation Fee Information

Initial Deposit (due at time of booking):	\$3,000 per person
2nd Deposit (due 180 days prior to departure):	\$7,000 per person
Final Payment Due:	90 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$1,000 per person
180-121 days prior to departure:	\$3,000 per person
120-91 days prior to departure:	\$6,000 per person
90-61 days prior to departure:	\$18,000 per person
60-0 days prior to departure:	100% of the selling price per person

plans. There may be additional cancellation penalties associated with certain excursions or extensions. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**

Cancellations must be in writing to be effective and include the reason for cancellation. If you need to cancel your reservation, **you must call and speak to a Customer Service Representative.**

Traveler substitutions are considered reservation cancellations and are subject to cancellation fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the single supplement charge. This may be a covered reason under certain travel protection coverage. Please refer to your specific plan for details.

(All refunds are processed within 30 days.)

### Single Travelers

Vantage offers the best Single Supplements in the market with low, flat-rate supplements on river cruises. In addition, single cabins are available on most European river cruises.

**Pay no Single Supplement on “Guaranteed Share” Dates (not applicable to optional extensions).** When you request a roommate, you will pay just the per person, double occupancy rate on select dates and select categories — whether we find you a roommate or not. Most Vantage escorted land tours, small ship tours, and European river cruisetours offer guaranteed share dates.

**Roommate Matching Service.** If you reserve a trip with Vantage for which roommate sharing is available, and if you would like to share a twin-bedded room with another single traveler of the same gender, Vantage will do its best to match you with a roommate and will charge you only 50% of the applicable Single Supplement. If Vantage is able to match you with a roommate, the Single Supplement amount will be refunded after your trip.

Some of our small ship tours offer special single-occupancy cabins at attractive rates. Please ask your Reservations Specialist for details.

### Special Note

Every effort has been made to produce pricing information accurately. Mistakes, however, do occur, and Vantage reserves the right to correct promotional or pricing errors at any time. Vantage also reserves the right to raise the Original Price and/or airfare in response to increases in government taxes or fuel surcharges until you pay in full, unless you are participating in the SmartPay Discount Plan.

Vantage also reserves the right to decline to accept or retain any person as a member of any tour or to cancel or alter the tour without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Vantage further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to Vantage representatives or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and Vantage shall have no liability, financial or otherwise.

Vantage reserves the right to take photographic or film records of any of its trips, to obtain the same from fellow travelers or other third parties, and/or to use such photographic or film records for promotional and/or commercial purposes. By traveling with Vantage, you consent to the use of your image and likeness for these limited purposes. If you prefer that your photo not be used in any marketing activities, please notify your Cruise or Tour Director at the start of your tour.

### Medical Issues: *Tour Selection*

**So that you may enjoy your Vantage tour to its fullest, we recommend that you select a trip that is suitable to your physical capabilities.** Certain tours require considerable walking, often on uneven or cobblestone streets. Many sites along the itineraries can only be accessed on foot and involve stairs and inclines. Embarking and disembarking riverboats and small ships may involve negotiating steep gangways. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that a number of itineraries cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain tour features may be restricted. Upon request, we will endeavor to provide information regarding the specific accessibility features of a particular tour. If a tour is not feasible due to your specific physical limitations, please inquire about more accessible tours.

Pursuant to the Americans with Disabilities Act (the ADA), Vantage endeavors to “reasonably accommodate” disabled travelers on domestic tours by providing, to the extent possible, access to ground transportation, lodging, and other places of public accommodation. However, the ADA does not apply to service providers outside of the United States. For these reasons, you are required to advise us at the time of booking or, if later, immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip.

All travelers will be asked to complete and return a Traveler Information form that includes space to identify any such conditions and the professional

assistance and special equipment that may be required while on tour. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. In certain instances, this refusal may be at the direction of a third party, such as a river cruise or small ship operator. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Vantage and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, **you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills.** Neither the Cruise Directors nor the crew of any riverboat or small ship will be able to provide this care for you.

Vantage reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party, such as a riverboat or small ship operator, may affect the health and safety of other travelers. Vantage is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Vantage responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

**Tours Outside the United States:** You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for the disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter-accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. Situations may occur in which you may not be able to go ashore at the desired time, and possibly not at all, in certain ports.

Furthermore, if a river cruise or small ship journey includes a land tour either before or after the cruise, it may not be possible to accommodate wheelchairs or scooters on the entire tour (even if the ship has the onboard capacity to do so) since as a general matter, accommodations and transfer services outside the U.S. are not handicap accessible. Please let our Reservations Specialist know when booking if you require the use of this equipment so that he or she can work with you to select an alternative tour.

For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

**Tours within the United States:** You must bring and be responsible for all necessary items related to your specific condition, including any special equipment that is permitted on tour. In accordance with the laws of the United States, including the Americans with Disabilities Act, Vantage seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate.

**Air Travel:** Pursuant to the Air Carrier Access Act (“ACAA”), airlines should provide comprehensive assistance to disabled passengers in enplaning and deplaning aircraft that will operate to and from the United States. If your condition will permit you to participate in the land/cruise portion of the tour, and if you would like us to ask the airline to assist you at the airport, please let us know when you make the reservation.

### Responsibilities & Liability

The responsibility of Vantage, its affiliated companies, officers/directors, employees, sponsoring organizations, and agents is strictly limited. As a tour operator, Vantage organizes, promotes, and sells tour programs consisting of certain travel services, including surface, air, and water transportation, sightseeing excursions, and cruise/hotel accommodations, that Vantage purchases or reserves from various suppliers (collectively, “Suppliers”). Vantage does not own or operate any of these Suppliers. The Suppliers providing travel services for Vantage's tour programs are independent contractors and are not agents or employees of Vantage. As such, Vantage is not responsible for direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond its control, including, without limitation, any negligent or willful act or failure to act of, or breach of contract by, any Supplier or any other third party. Some tours include visits to shops and merchants. Vantage is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled

itinerary. By utilizing the travel services of the Suppliers, you agree that you will look only to such Suppliers in respect of any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither Vantage nor any representative of Vantage shall be liable.

Without limiting the foregoing, Vantage is not responsible for any losses or expenses due to delays or changes in schedules, overbooking or downgrading of accommodations, defaults by any third parties, including Suppliers, mechanical or other failure of airplanes or other means of transportation, or the failure of any transportation mechanism to arrive or depart on time. Vantage is not responsible for acts of God or force majeure events, sanitation problems, lack of medical care, sickness, weather conditions, strikes and other labor activities, acts of terrorism, acts of war (declared or undeclared), quarantines, embargoes, blockades, criminal activities, or any other act or event beyond the direct control of Vantage.

To the extent that Vantage is involved in booking air and/or cruise transportation for you, Vantage acts only as your agent. For all other purposes, Vantage does not act as an agent for any party whatsoever.

Vantage assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport. Vantage reserves the right to change the itinerary of the tour without prior notice. If the tour is canceled by Vantage for any reason, Vantage shall have no liability beyond the prompt refund of all tour participants' payments received by it. The common carriers used are not responsible for any act, omission, or event occurring when tour participants are not aboard their conveyances. The cost of optional Travel Protection is not refundable.

Vantage reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Vantage changes a departure date to a date within 14 days of the original departure date, cancellation penalties as described in this Agreement still apply should you subsequently decide to cancel. If Vantage cancels any optional extension for which you are booked, cancellation penalties as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

Vantage, like most tour operators, overbooks its tours. We do this because historically, some people cancel their tour after they book with us. Overbooking is done in the best interest of our customers and Vantage. With the revenue produced by filling spots on our tours that would otherwise go empty, we maintain exceptional value on our tours. This does not necessarily mean that if you have a reservation, you will not be accommodated on your tour.

If between 60 and 7 days prior to your departure, more customers are confirmed than can be accommodated, a Vantage Customer Service Representative will contact volunteers who are willing to give up their seats in exchange for compensation and a confirmed reservation on a future departure date. On rare occasions, customers may be involuntarily moved to another departure date if a sufficient number of volunteers do not step forward. We may take into consideration at that time factors such as President's Club membership, fare paid, and severe hardship. With few exceptions, travelers denied their trips involuntarily are entitled to compensation.

Vantage is registered as a Seller of Travel with the California Seller of Travel Program, Office of the Attorney General (Registration No. 2071428-40). California law requires certain Sellers of Travel to have a trust account or bond. Vantage has a trust account. However, Vantage is not a participant in the California Travel Consumer Protection Plan. Registration as a Seller of Travel does not constitute approval by the State of California.

### Your Agreement

This relationship shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without consideration of the conflict of laws principles thereof. Venue for all disputes arising under or in respect of this Agreement shall lie before any court of competent jurisdiction located in Boston, Suffolk County, Commonwealth of Massachusetts. Any action for damages, whether arising from contract, tort, or otherwise must be brought within one year from the date of departure or shall be irrevocably waived. The sole exception to the foregoing shall be for any claim or dispute arising out of or relating to the ownership and/or operation of any riverboat or cruise ship, for which the law and the venue shall be in accordance with the Passenger Ticket Contract governing passage on the applicable riverboat or cruise ship. See your Passenger Ticket Contract for specific details.

In addition to the terms and conditions stated in this Tour Participation Agreement for Rail, River Cruises, and Small Ship tours, you will be bound by all of the terms and conditions of the applicable Passenger Ticket Contract, copies of which will be provided to you prior to tour departure.