

THE NATIONAL WWII MUSEUM TERMS & CONDITIONS

The National WWII Museum Affinity Travel Programs Terms and Conditions, Limits on Responsibility & Binding Arbitration Agreement

This Terms & Conditions, Limits on Responsibility, and Binding Arbitration Agreement is entered into by and between the Tour Participant and the National WWII Museum and co-sponsoring organization (collectively referred to as “the Museum”).

TOUR FARE

Your tour fare covers arrangements and services including hotel accommodations, meals as per the itinerary, gratuities, guiding services, and special tour inclusions as described within the travel program brochures and on the Museum’s website at:

www.ww2museumtours.org. All fares are quoted in US dollars, are per guest, and are based on double occupancy. As indicated below, airfare to and from the tour destination is not included in your tour fare. The Museum accepts no liability for the purchase of nonrefundable airline tickets.

Prices quoted are based on fares in effect at the time of printing and are subject to change at any time. Up to the time of full payment, the Museum reserves the right to increase the tour price in the event of cost increases due to changes in supplier costs, currency fluctuations, or fuel or energy surcharges, and all such increases are to be paid to the Museum upon notice to the tour participant of such increases.

NOT INCLUDED

Taxes, unless otherwise noted in the travel program brochure; passport, visas, and associated fees; personal expenses such as laundry, telephone calls, and Internet access; accident/sickness, trip cancellation, and baggage insurance; gratuities to hotel personnel, unless otherwise noted in the travel program brochure; optional sightseeing excursions; airfare; baggage charges on aircraft; local departure air/airport taxes; associated local taxes, airport facility and security taxes, and federal inspection fees not listed as included in the travel program; any overnight expenses on land due to flight schedule(s) or delays; meals, alcoholic or other beverages, and all other services not specifically mentioned as included in the travel program.

PAYMENT SCHEDULE

To reserve your participation, submit an initial deposit of \$500 per person within five (5) days of booking. Final payment is due no later than thirty (30) days prior to departure. All reservations are subject to cancellation if payments are not received by the due date. Payment by check is preferred in order to reduce costs to the Museum. VISA, MasterCard, and American Express are also accepted.

CANCELLATIONS

Should it be necessary to cancel your reservation, please contact the Museum immediately at 1-877-813-3329 X 257. Cancellations for all or any part of a tour including optional pre- and/or post-tour extension programs will not be effective until received in writing. Should you have to cancel, the following terms will apply:

CANCELLATION NOTICE RECEIVED BEFORE TOUR

7 days or more

TOUR CANCELLATION FEES

Refundable in full

6 days or less, No-Show, or Early Return

100% of full tour cost

*In addition, applicable cancellation fees for confirmed additional hotel nights may apply.

Tour cost is defined as the cost of any component purchased from The National WWII Museum.

TRAVEL INSURANCE

Because our cancellation policy is strictly enforced, we strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation, trip cancellation insurance may be your only source of reimbursement.

HEALTH, MEDICAL, AND TOUR REQUIREMENTS

Destinations with accessibility limitations are indicated throughout the itinerary, where applicable. Passengers are required to disclose disabilities that may require accommodations at the time of booking. All guests are required to advise in writing to the Museum at the time their reservation is made if they have:

- Any physical or mental condition that may require medical or professional treatment or attention during the tour;
- Any condition that may pose a risk to one's self and/or other participants on tour;
- Any condition that may require health aids, e.g., oxygen, walkers, crutches, etc.; or any intention or need to use a wheelchair while on the tour.

By booking passage the guest represents and warrants that he/she is physically and otherwise fit to travel and that guests will comply at all times with applicable rules and regulations of the Museum. The Museum reserves the right without liability to require a passenger to leave the tour or to refuse to accept a guest as a tour participant who, in the sole judgment of the Museum, is unfit to travel, is a danger to himself or herself or to others, does not follow instructions of the tour leader, may distract from the enjoyment of the trip by others, or may require care beyond that which the Museum is reasonably able to provide.

We highly recommend that participants purchase a travel insurance package.

LUGGAGE

We recommend that all participants secure baggage loss and damage insurance that may be purchased for this tour.

The Museum is not responsible for loss or damage to luggage or any other personal item while on tour. Under no circumstances may dangerous items (e.g., explosives, firearms, liquid oxygen, combustible, or illegal substances) be taken on the tour. We recommend that you hand carry travel documents (passports and tour tickets), medications, and valuables, and that you check with your airline regarding carry-on baggage restrictions. These items are the full responsibility of the guest at all times. The Museum shall not be responsible for the loss of or damage to such personal items.

LAND TOURS, LECTURES, AND PERSONALITIES

Other independent contractors retained by the Museum such as lecturers, guest personalities, and entertainers are subject to change and/or cancel without notice.

TRAVEL DOCUMENTS

All travel documents (air and tour tickets, passport) are the responsibility of the guest. It is also your responsibility to comply with all travel requirements. Without the required documents, you may be denied boarding, and the Museum will not be liable or such denial or bear any financial responsibilities as a result thereof.

Security measures imposed by governments may change from time to time, and you will be required to comply with them. We will endeavor to provide you with notice of measures which may affect you, but complying with any such requirement is your responsibility.

TRAVEL WARNINGS AND ADVISORIES

Check all local and state advisories prior to travel.

LIMITS ON THE NATIONAL WWII MUSEUM RESPONSIBILITY

The National WWII Museum, Inc., a New Orleans, Louisiana based non-profit 501(C)(3) organization and its employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, and assigns (collectively "the Museum is not liable for any negligent or willful act or failure to act of any third party.

In addition and without limitation, the Museum is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services, whether resulting from, but not limited to, acts of God or force majeure; acts of government; acts of war or civil unrest; insurrection or revolt; bites from or attacks by animals, insects or pests; strikes or other labor activities; criminal or terrorist activities of any kind or the threat thereof; sickness, illness, epidemics, or the threat thereof; the lack of availability of or access to medical attention or the quality thereof; overbooking or downgrading of accommodations; mechanical or other failure of airplanes, vessels, or other means of transportation; or for any failure of any transportation mechanism to arrive or depart timely or safely. Participants assume all such risks as well as the risk of negligence by the Museum and specifically releases the Museum therefrom.

If due to weather, flight schedules, or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers, and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept as a trip participant, or remove from a trip, without refund, any person the Museum judges to be incapable of meeting the rigors and requirements of participating in the activities; who is abusive to other trip participants, leaders, or third parties; or when the Museum determines to detract from the enjoyment of the trip by others. Specific room assignments are within the sole discretion of the hotel.

The Museum reserves the right to change the itinerary or trip features at any time and for any reason, with or without notice, and the Museum shall not be liable for any loss of any kind as a result of any such changes. Hours of arrival and departure, sightseeing events, special programs, and guest lecture series (if applicable), are subject to change or cancellation without prior notice. The Museum is not responsible and, therefore, is not required to compensate passengers under these circumstances. The Museum may cancel a trip (or an option) for any reason whatsoever; if so, its sole responsibility is to refund monies paid by the participant to it. The Museum is not required to cancel any trip for any reason including, without limitation, notices from the United States Department of State, or the World Health Organization, or other Warnings or Advisories of any kind. The Museum is not responsible for penalties assessed by air carriers resulting from operational and/or itinerary changes, even if the Museum makes the flight arrangements or cancels the trip. The Museum reserves the right to substitute hotels, itineraries, or attractions for those listed in this brochure.

BINDING ARBITRATION

I agree that any dispute concerning, relating, or referring to this Agreement; the brochure or any other literature concerning my trip; or the trip itself shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Louisiana law and will take place in New Orleans, LA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including, but not limited to, any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

The Museum is not responsible for misprints in tour promotional material.

Signed By (please print your name): _____

Signature: _____

Date: _____