

## TERMS AND CONDITIONS OF BOOKING

### Booking Procedure

Your place is reserved by Enchanted Journey Enterprises LLC (DBA Native American Quests, hereafter known as NAQ-EJELLC) upon receipt of your deposit. All correspondence or other communications from NAQ-EJELLC will be sent directly to you at the address specified on your booking form. The booking form must be signed by a member of the party who is over 18 years of age and who is authorized by all members of the party to do so, thereby agreeing on behalf of all concerned to the conditions of the booking as set out in this contract.

### Payment For The Journey

A deposit of \$750 per person must be paid at the time of booking. Reservations are considered as firm and a contract made when a deposit has been received, and accepted by us. If an alternative payment schedule has not been arranged and agreed in writing, your final balance must be paid not later than 12 weeks before departure, or at the time of booking if the reservation is made within 12 weeks of your departure date. If an alternative payment schedule has not been arranged and agreed in writing, or if you ignore the payment schedule, we reserve the right to treat your booking as cancelled, in which case you are liable to pay us cancellation charges up to 100% of the invoice total in accordance with the paragraph below. Before invoking such action we will attempt to contact you in writing or by telephone to ascertain your situation and to avoid confusion.

Your verbal authorization of the use of your credit card, payment by PayPal or payment by check/bank draft/wire indicates your compliance with our booking terms and conditions and confirms your reservation whether or not you have actually signed the appropriate draft.

**ALL BOOKINGS ARE ACCEPTED ONLY IN ACCORDANCE WITH OUR TERMS AND CONDITIONS.**

### Price Guarantee

Published tour fees may be subject to surcharges on the following: currency fluctuation, aircraft fuel costs, local transport costs, governmental action. We will try not to apply surcharges, and will absorb the first 2% of extra trip costs. Amounts higher than this may be passed onto you, but we guarantee this will never exceed 10%.

### Changes/Cancellation Made By You

Notice of cancellation must be made in writing by the person who signed the booking form, directly to NAQ-EJELLC. The effective date of cancellation is the date upon which NAQ-EJELLC receives the written notification.

If you cancel your booking you forfeit your deposit and no correspondence will be entered in to.

However, if cancellation is due to sudden and unexpected illness, or a family bereavement, NAQ-EJELLC will offer to transfer your deposit to a later journey, upon submission of appropriate documentation (i.e. Doctor's letter).

In addition, the following charges will apply:

Up to 90 days before departure Deposit

89 - 65 days before departure 65%

64 - 45 days before departure 75%

Under 44 days before departure 100%

### If Enchanted Journey Enterprises LLC/Native American Quests Cancels The Journey . . .

If for reasons beyond our control we are forced to cancel the tour, we will offer an alternative tour, but we will not be liable to refund you for any damages and incidental expenses that you may have incurred as a result of your booking, such as visas, vaccinations, insurance, non-refundable, connecting flights, etc. NAQ is not responsible for any other travel arrangements affected due to our cancellations.

### 2<sup>nd</sup> Choice journeys

In rare circumstances journeys may not proceed if minimum numbers are not reached. We will let you know no later than 28 days in advance of the planned departure if this is the case, and give you the opportunity to choose an alternative tour.

### Liability of NAQ-EJELLC To You For The Tour

NAQ-EJELLC will reimburse monies in accordance with the terms and conditions stipulated above. Claims for reimbursement during or after completion of the tour will not be accepted unless knowingly, and without consultation, the NAQ-EJELLC

representative fails to complete the tour itinerary in accordance with these terms and conditions. NAQ-EJELLC. accepts no other liability for any loss you may suffer on the Tour, be it personal injury, accident, health, sickness, accidents and/or claims made against you by any other parties or individuals; personal or financial loss of any kind at any time during the tour. Your booking is accepted on the understanding that you realize the risks and hazards of such a holiday, including the dangers inherent in the activities included in individual holidays. Your booking is accepted on the understanding that you realize the risks of such holidays in terms of the potential for delays and alterations, due to possible changes of local politics, weather, border restrictions, disease, loss of damage to property, inconvenience, and discomfort.

### Changes To The Itinerary

Itinerary changes are rare and will only be made in exceptional circumstances. NAQ-EJELLC will, at all times, and wherever possible, complete the tour itinerary. It is however accepted by all tour members that, for reasons arising beyond NAQ-EJELLC 's control, the itinerary may have to be changed: Such exceptional circumstances include, but are not restricted to, sickness; accident; road closures; weather conditions including inclement weather that, in the opinion of NAQ-EJELLC representatives, presents any danger to the tour members or themselves; political and social unrest; war; Acts of God.

### Photographs or Pictures:

Images appearing on the Native American Quests website should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Any maps shown are current at the time of printing and may not reflect the actual routing should the itinerary change. In booking a journey with NAQ-EJELLC you agree to grant us (and third parties with whom we may engage in joint marketing) a worldwide, royalty-free, fully paid up license to use your photographic, video, or digital likeness solely for our promotional and/or commercial purposes.

### Insurance and Personal Injury

It is a condition of joining any of our tours that you must be insured against medical and personal accident risks (to include repatriation costs, air ambulance, and helicopter rescue service). You must ensure that the policy you buy offers the level of protection you need and covers you for the activities involved - be aware that some policies do not include, or may restrict, coverage for horseback riding and other activities. There may be

cheap policies available, but cheap does not always mean good value - we strongly advise you check fully what will and won't be covered. In particular, cover provided by credit cards is often very restricted. You will be asked to provide details of your insurance policy, including insurer, policy and phone number on the morning of your trip departure. Any claims concerning matters for which you are insured must be directed to your insurers.

For your protection, we strongly recommend the purchase of travel insurance. Travel insurance provides you with trip cancellation/interruption, travel delay, medical expenses, emergency assistance, air flight, baggage and baggage delay coverage to protect your financial investment. Medical coverage purchased with your policy will also satisfy our requirement for health insurance. You are responsible for making all of your own arrangements for travel insurance cover, health and sickness cover, and any other insurance policies that you deem necessary to undertake the Tour. Native American Quests/ Enchanted Journey Enterprises LLC IS NOT LIABLE OR RESPONSIBLE FOR PROVIDING ANY GUESTS WITH ANY FORM OF INSURANCE OTHER THAN THAT WHICH PERTAINS TO THE COLLISION DAMAGE WAIVER TAKEN OUT WITH THE VEHICLES ON THE JOURNEYS.

### Complaints

We are inviting you to join us on a journey. We are not a travel agency, airline or insurance broker. We guarantee to travel with well established, reliable, airlines and hotels but it is understood that: NAQ-EJELLC will not be held responsible should their quality fall below the expected standard; or for any loss, damage or injury sustained during the tour and journey.

Should any problems arise, NAQ-EJELLC representatives must be given opportunity to resolve these *in situ*, and will attempt to solve them in an amicable fashion to the satisfaction of all concerned. Complaints made after the journey for any problem, without opportunity for amends in situ, are considered unfair.

### For Your Protection . . .

We reserve the right to terminate the itinerary and journey of any tour member whose behavior is a cause of distress, damage, disruption or annoyance to other journey members or hospitality industry/airline employees and property; to Native American Quests/Enchanted Journey Enterprises representatives, to guides engaged by NAQ-EJELLC or to tribal representatives, to any third party; or to private, tribal, state or federal property. If you are prevented from traveling because, in the opinion of any person in authority, you appear to be unfit to travel or likely to cause discomfort or distress or insult in any way to other passengers or to tribal hosts and guides, it is your responsibility and full cancellation charges will apply.

### Delays

Under any circumstances or for any reason, if you incur costs in the event of delay, NAQ-EJELLC accepts no liability for such costs. It is accepted that the most likely cause of delay is air travel.

### Special Requests

We shall be pleased to advise hotels or other suppliers of your requirements but cannot guarantee that these third parties will definitely meet such requests.

**Hotel Frequent Travelers:** Guests who are members of Hotel Frequent Traveler programs are not entitled to earn points with any of the hotels booked on your behalf on any Native American Quests tour.

**Smoking:** Smoking in a non-smoking room will result in a fine of up to US\$350 per room since any hotel will levy a deep-cleaning charge against Native American Quests

### Governing Law

Facsimile transmission of any signed document shall be deemed delivery of an original. However we require an original document to be provided by mail as well within 2 weeks of your booking being made.

If there are any conflicts between these Terms and Conditions, the reservation form, and the itinerary, these Terms and Conditions shall apply.

You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your or your companions' actions or omissions.

We reserve the right to decline to do business with anyone on a non-discriminatory basis.

This contract is governed by and shall be construed in accordance with Wyoming Law. By signing this contract you shall be deemed to have submitted to the non-exclusive jurisdiction of the Wyoming courts.

### Additions

Travel insurance, visas, passports, excess baggage charges, additional and optional activities, direct guide fees, personal items such as; laundry, drinks, phone calls, Museum entrance fees are your own responsibility and no meals, snack or refreshments will be supplied by Native American Quests/Enchanted Journey Enterprises or its representatives. **Should you decide not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods.**

ALL INFORMATION IN OUR LITERATURE IN PRINT AND ONLINE HAS BEEN COMPILED WITH ALL REASONABLE CARE AND IS ACCURATE TO THE BEST OF OUR KNOWLEDGE.

TERMS & CONDITIONS ARE WRITTEN IN PLAIN ENGLISH, WITHOUT 'LEGALESE' TO AVOID AMBIGUITY OR PROBLEMS. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS YOU SHOULD NOT AGREE TO THEM UNTIL YOU HAVE CLARIFIED YOUR QUERY.

**It is required that all tour members read our Tour Tips, Trail Tips and FAQs** and it is to your benefit to ensure you have done so.

Please note Terms and Conditions are progressively updated. Contact Native American Quests/Enchanted Journey Enterprises LLC for the most current versions.

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