



Please note that all prices are subject to change and are based on availability

Your Agreement with Born for Travel, LLC (updated 2.27.23)

Before we make or finalize arrangements for your trip, we require that you sign **this Terms and Agreement**. Your signature or click will signify your agreement with the following terms and conditions on behalf of yourself and all members of your traveling party:

1. Agent or Suppliers: Born for Travel, llc (collectively “we” or “us”) act as sales agent for any airline, hotel, car rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. In the event that a Supplier defaults prior to providing the service to you for which payment has been made, the sole recourse for refund shall be with the defaulting Supplier, from insurance covering such defaults if any, or from other responsible third parties. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

2. Review Your Travel Documents Immediately: Once tickets and confirmations have been issued, it is your responsibility to review and inform us of any errors including but not limited to: Spelling of full legal names of all guests as shown EXACTLY on their passports, Correct departure and arrival dates, Itinerary items including but not limited to: excursions, hotels, car rentals, ship name and cabin number, airline, total amount of covered Travel Insurance. Suppliers may have penalties for modifications or refunds. We do not have control over printed prices on the tickets, although some tickets may have BT (Bulk fare) printed on them, and some may have a specific value on them, which may be different (lower or higher) than the fare collected.

3. Risks Related to COVID-19: You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regard to the risks of COVID-19. We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, exclusions, closures, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA’s website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier requirements, check the supplier’s home page.

4. Other Risks of Travel and Release: We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at www.travel.state.gov, clicking on "Find International travel Information" then clicking on "Country Information", and filling in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on “Destinations” and scroll to the name of the destination country. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regard to the risks of COVID-19. YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE, AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

5. Travel Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. We are not qualified or authorized to answer



technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of your existing insurance coverage. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

6. Booking Process: To start a booking, you need to agree with these Terms and Conditions, pay the trip deposit and our professional service fees (where applicable) and complete the credit card authorization form, if using a credit card for payment. We are free to accept your offer on behalf of the relevant Supplier or reject it at our sole discretion. We accept all major credit or debit cards with a verifiable billing address. You hereby authorize us to process the charge to the credit or debit card you provide to us for the total amount of your booking and our professional services. Until such information is verified, the fare is subject to change. We are not responsible for any transaction that is declined based upon a credit/debit card that is declined by the issuing company or a travel provider or if, for any reason, the debit/credit card billing address and/or credit card verification number cannot be verified in a timely manner, nor are we responsible for any changes in fare or any other charges that may occur during our verification process. In the event the fare selected is not available, an approval code may have been issued on your credit card. If the transaction is not completed the approval code may temporarily debit the amount from your bank account.

The terms of your booking (such as price, availability, and/or dates of travel) are not guaranteed until the ticket or confirmation number is issued. Please note that once you have completed the booking, you can only cancel or change the details (such as names or destinations) of your booking at our sole discretion and in accordance with these and the Supplier's terms & conditions. Any changes that occur may incur a fee. Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the Supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms. Born for Travel, llc as the booking agent is paid on commissions and fees. You and all members of your traveling party are to not hold anyone at Born for Travel, llc liable for anything more than the commission earned on the trip or the fees that were charged.

7. Driver's Licenses, Passports, Visas, and Other Foreign Entry Requirements: It is your responsibility to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. Beginning on May 7, 2025, you must present a driver's license or another form of identification that complies with the requirements of the Federal Real ID Act (see www.dhs.gov/real-id for more information). **If traveling internationally, you must have a valid passport** and, depending upon the destination and nationality, you may need to obtain one or more visas, even for countries that you transit for a flight change. **The name, date of birth, and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. We strongly recommend that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry.** Non-United States citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted unless authenticated and verified consent forms are provided to the authorities. Parental or legal guardian consent must be provided to the supervising adult/group leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each Supplier's website to ensure you and all members of your travel group or party obtain and carry travel documentation required.

Each foreign country holds different views of past criminal offenses, whether within or outside of its boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. We feel it is an invasion of privacy for any member of our staff to make such an inquiry.



8. Our Professional Service Fees: In addition to each Supplier's cost and fees, our agency charges professional fees. Fees range from \$50 to \$500. Talk to your travel professional for details. All our fees are nonrefundable.

9. Credit Card Rights: We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Supplier. If the Supplier does not provide the services, your only recourse would be against the Supplier, and you agree not to initiate a chargeback against us.

10. Charge Backs: Traveler acknowledges that Born for Travel, llc cannot control the cancellation fees assessed by the Tour Operators, nor control the issuance of vouchers in the lieu of cash. Traveler understands that should Traveler initiate any chargeback with Traveler's credit card company to avoid previously agreed upon fees Born for Travel, llc will utilize all rights and remedies under the laws of the State of Michigan in Oakland County, and the state which the traveler resides, to uphold previously agreed contractual provisions. Any Cancellation fees charged by Born for Travel, llc do not cease to exist in the event of a chargeback. Thus, Born for Travel, llc will be prompted to pursue litigation and incur attorney's fees and costs which will be included in addition to all cancellation fees.

11. Travel Not Booked by Born for Travel, llc: Born for Travel, llc is not responsible for any components of the trip not booked through or with Born for Travel, llc. Any issues or concerns should be directed to the company that holds the booking.

12. Claims Deadline and Exclusive Jurisdiction: You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Oakland County, Michigan will be the exclusive jurisdiction for all claims brought by you against Born for Travel, llc.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND AGREES NOT to SUE the Company, its directors, officers, employees, volunteers, and agents ("Released Parties") from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned from any and all liability, claims, demands, actions, omissions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, claim, or injury, including property damage, illness or death, related to COVID-19 whether caused by the negligence of the Released Parties, any third-parties, or otherwise, while traveling.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Company, its directors, officers, employees, volunteers, and agents ("Released Parties") from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to any loss, damage, or injury, including property damage, personal illness or death, related to the travel services provided by Company, whether caused by the negligence of the Released Parties, any third parties or otherwise specifically related to COVID-19.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be governed by and construed in accordance with Michigan law and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Michigan limits all COVID-19-related mandates.



Born for Travel

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I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE COMPANY IN CASE OF ILLNESS, INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 WHILE TRAVELING AND ANY ILLNESS, INJURY, OR DEATH RESULTING FROM IT. I AM FULLY INFORMED OF THE RISKS INVOLVED IN TRAVELING TO DECIDE WHETHER TO SIGN THIS DOCUMENT. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF INDEMNIFICATION FOR ALL CLAIMS.