YOUR AGREEMENT WITH CRUISE & TOUR, INC.

Castles & Villages of the Rhine River

By signing our reservation form or clicking "I Agree" on our webform, you agree to the following terms and conditions, on behalf of yourself and all members of your traveling party: Cruise & Tour, Inc. ("we" or "us") arranges the trip described or named in our reservation form, website, or brochure (the "Tour").

1. NOT INCLUDED IN YOUR RESERVATION: Changes in taxes or fees after February 25, 2025, Travel Insurance, Air Upgrades, Airline Baggage Fees, ETIAS Authorization, and Items of a Personal Nature.

2. DEPOSITS AND PAYMENTS: A deposit of $1,500 per person is required when making your reservation. A second deposit of $2,500 is due on March 12, 2026. The final payment is due on June 10, 2026. Payments can be made by credit card or check.

3. CANCELLATION BY YOU: Your initial deposit of $1,500 is refundable until March 11, 2026, minus a cancellation fee of $750 per person. From March 12, 2026, to June 10, 2026, the cancellation fee will be 50% of the total deposits paid. After June 10, 2026, or in the case of a non-appearance on the departure day, 100% of the cost of your travel arrangements will be forfeited. We must receive written notice of your cancellation either via certified mail, overnight courier, or e-mail sent to info@cruise-tour.com (but only with a confirmation of receipt from us). The date on which we receive your notice will count as the date of cancellation. These policies supersede any other published cancellation and refund policy. Cruise & Tour reserves the right to process refunds by check payment or with multiple transactions. If flights are purchased other than the designated group flights, separate airline penalties may apply. If any other arrangements outside of the group package have been made, penalties may apply and are not our responsibility.

4. INSURANCE: We strongly recommend that you purchase a travel protection plan to cover all non-refundable trip expenses and a medical evacuation policy. If you decline, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

5. POSTPONEMENT OR INTERRUPTION: We reserve the right to postpone the Tour to a later date for inadequate participation or for reasons beyond our control including any event named in the Risks of Travel section below. You may decline to participate in the postponed Tour, in which case we will provide you with one of the following, at your option: (a) a full refund, or (b) a credit, toward any future Tour arranged by us during the two-year period after the originally planned departure date of the Tour, in the amount that you paid for the Tour. You must notify us of your decision within seven days after we notify you of the postponement. If we do not hear from you in that timeframe, we will assume that you have chosen the credit. You will not be required to pay more for the new Tour. The postponed Tour will be subject to the terms and conditions of this agreement. Except as set forth in this Section, we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever. *Notwithstanding the foregoing, if for reasons beyond our control such as another pandemic, a series or season of Tours must be postposed, we will provide only a credit toward any future Tour arranged by us during the two-year period after the originally planned departure date of the Tour, in the amount that you paid for the Tour.*

If, for reasons beyond our control including any event named in the Risks of Travel section below, a Tour in progress must be interrupted or cancelled, we will refund to you, within 90 days after you notify us of your decision, any refunds that we receive from our suppliers during the 90-day period after the end of the Tour.

6. COVID-19 NOTICE**:** Currently no COVID-19 restrictions apply for this departure. Specific requirements will vary by destination governing bodies and travel vendor/operator and are subject to change at any time. Masks may be required to be worn during portions of your trip and specific requirements will vary by destination governing bodies and travel vendor/operator. Any costs associated with these requirements shall be at the travelers' expense. Changes in COVID restrictions/requirements shall not release the passenger from the cancellation policy stated above or be grounds for adjustment of the price of the travel arrangements reserved.

7. CRUISE CATEGORIES: Cruise stateroom categories are capacity controlled and subject to availability at the time of booking. If the stateroom category is sold out at time of booking, we will contact you to discuss alternate categories. In order to receive the best available accommodation options, we recommend booking as soon as you have made a decision.

8. MEDIA DISCLAIMER: We use photographs, videos, and testimonials in publications, public announcements, on its website and in social media outlets. You hereby grant Cruise & Tour royalty-free permission to publish any video, photos, or testimonials in printed publications, media publications, on our website, and in Cruise & Tour-related social media outlets for informational and promotional purposes only. Under no circumstances will they be sold or distributed for sale. You acknowledge that inclusion in Cruise & Tour's publications, social media outlets and web site is voluntary, and no financial compensation will be received. You hereby agree to release and hold harmless, Cruise & Tour and its employees from and against any claims, damages or liability arising from or related to the use of the photographs, videos, or testimonials.

9. HOST REPLACEMENT: KOA 850 AM & 94.1 FM and Cruise & Tour reserve the right to substitute another station personality for Mandy Connell, or operate the trip without a personality, in the event that unforeseen circumstances prevent her from being on the tour. This shall not release the passenger from the cancellation policy stated above or be grounds for adjustment of the price of the travel arrangements reserved.

10. SUPPLIER WAIVER: Some of our Suppliers may have their own terms and conditions and require a waiver to be signed. We or the supplier will provide you with any such terms and conditions.

11. AGENT FOR SUPPLIERS: We act as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, bus operator, 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. 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.

12. RISKS OF TRAVEL AND RELEASE: We assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, 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, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. Listing or elevation of your destination country under a Travel Advisory does not require us to postpone the Tour or justify your cancellation without penalty. You hereby authorize us to enroll you in the State Department's Smart Traveler Enrollment Program (STEP), which is a free service that allows U.S. citizens and nationals traveling abroad to get the latest news about safety conditions in your destination country, and allows the embassy to contact you in an emergency, whether natural disaster, civil unrest, or family emergency.

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. However, 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 THE TOUR OR PARTICIPATION IN ANY ACTIVITIES IN WHICH YOU PARTICIPATE.

13. FOREIGN ENTRY RULES: You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. The information you provide to us for tickets and other travel documents must match the information on your government id used for travel (i.e., passport, driver license, etc.). We have no responsibility if you incur additional travel expenses due to mismatches. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.

ETIAS: The European Travel Information and Authorization System (ETIAS) is a visa waiver/pre-screening program for ALL travelers who are visiting countries in the Schengen Area, Cyprus, Bulgaria, and Romania.

ETIAS is expected to come into effect sometime in 2025. Once in effect, guests will complete a short online application with security, health, and passport questions, pay a processing fee, and obtain an approved ETIAS visa waiver within approximately 72 hours. The waiver will be required for entry and will be valid for short-term stays of up to 90 days. Travelers can then move freely between the Schengen countries as there are no internal hard borders within the zone. For more information, please visit the official website: www.etias.info.

14. PRICE INCREASES: 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.

15. CREDIT CARD MERCHANT: We are the merchant on your credit card transaction. Please bear in mind that our services consist of facilitating the sale and paying the Suppliers. If a Supplier does not provide the service or ceases operations, your recourse is against the Supplier, not us. You agree not to initiate a chargeback against us or a refund request that is not authorized by this agreement and to pay any and all legal fees incurred by us in disputing any such claim for refund.

16. TRAVELERS NEEDING SPECIAL ASSISTANCE: We will make reasonable efforts to accommodate the needs of our travelers; however, travelers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveler's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travelers with special needs for ordinary daily activities, such as walking, dining, etc. and other special needs. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

17 MEDICAL PROXY: If you are unable to authorize your own medical attention and treatment, you authorize us or our subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release us or them from any liability for medical attention authorized by us or them on your behalf. We assume no liability regarding provision of medical care or evacuation services. Any of our staff or subcontractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a good Samaritan.

18. MISCELLANEOUS: We reserve the right to correct mathematical or other errors on your reservation confirmation at any time prior to departure. We also reserve the right to refuse to accept or retain any person as a participant in this Tour **at any time for any reason whatsoever.** We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition or behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour. You are also responsible for respecting the authority and following the directions of the Tour guide during a Tour. 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. 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 or arising out of your companions' claims that you were not authorized to sign.

19. EXCLUSION OF WARRANTIES. WE SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE TOUR OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WE DO NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

20. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR AMOUNTS OWED HEREUNDER: (a) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOUR PRICE.

21. 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 STRAFFORD COUNTY, NEW HAMPSHIRE, WILL BE THE EXCLUSIVE JURISDICTION FOR ALL CLAIMS BROUGHT BY YOU OR US, AND YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF THOSE COURTS.