

SABD PARTICIPANT AGREEMENT

October 2022

Please read these Terms and Conditions carefully before registering for the trip detailed on the website (<https://gogmt.com/sabd-macys-parade/nyc2023>) By completing your trip registration, making a payment for the trip, or your continued use of this website, you, as the Participant or Parent/Legal Guardian of Participant (the "Participant", "You"), hereby accept the following Terms and Conditions and agree to be bound by them. You represent that you are 18 years of age or older. Grueninger Cruises and Tours, Inc., d/b/a Grueninger Music Tours, Ambassadors, Ambassador Groups and Incentives, Grueninger Tours, Grueninger Travel Group ("Grueninger") is happy to provide you the detailed travel plans listed at (<https://gogmt.com/sabd-macys-parade/nyc2023>), conditioned on your acceptance, without modification, of the terms, conditions and notices contained herein. Grueninger is not responsible for any participant's unawareness of the Terms and Conditions.

YOUR ACCEPTANCE OF THE AGREEMENT

By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements. It is the responsibility of each participant to read our Terms and Conditions in its entirety. If you do not agree with our terms and conditions you should contact us before making a booking.

You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these terms and conditions and to check our website from time to time for any changes.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You understand that you are financially responsible for any use of our services or website by you and those for whom you make bookings.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

✉ ABOUT THE TOUR PRICE:

The per person tour cost is based on airfare, ground transportation, accommodations, attractions, meals and guide tariffs in effect as of 9/20/2022 and are subject to change at any time prior to receipt of deposits paid as listed at <https://gogmt.com/sabd-macys-parade/nyc2023>. Payments are to be in the form of a check or wire transfer made payable to Grueninger Cruises and Tours, Inc. If any payment per the payment schedule is not received on time, Grueninger reserves the right to cancel your trip and retain all fees paid by the trip participant(s). Should the group size fall below the minimum number of attendees as defined by Saluting America's Band Directors, all prices are subject to change.

Prices are quoted in U.S. Dollars and are based upon operating costs, fuel prices, taxes and exchange rates in effect at the time of contracting with suppliers. Should these costs, prices, taxes or rates increase, participants will be notified no less than 10 days prior to departure and requested to pay these additional costs.

Grueninger will, upon request, accept credit card payments from individual participants at a separate rate. When Grueninger accepts a credit card payment, participants must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip. Your authorization is a binding agreement for us to charge

your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Grueninger, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

The tour price does not include:

Any items and matters not referred to in your itinerary are not included in the tour price. This can include, but is not limited to: Transportation from home city to the destination, airline baggage fees; pre-assigned seat assignments; baggage handling; incidental charges (i.e., snacks, laundry, room service, phone calls) souvenirs; gratuities to travel directors; gratuities to motorcoach drivers; private group hotel security, any items not mentioned above. All excess, oversized, and/or overweight baggage and equipment fees may apply and may not necessarily travel with group. The price does not cover costs and expenses, including your return home, if you leave the guided holiday/vacation whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

✕ ADDITIONAL REQUIREMENTS

- Any additions or subtractions to the itinerary per Saluting America's Band Directors may affect the price of the tour. These requests for change must be made in writing and will be changed per the current market value.
- Any addition, subtraction or name change from the original passenger list must be made in writing.
- Any individual additions within 45 days prior to departure will incur a \$50 fee and will be based on availability in addition to prevailing rates from vendors.
- Name changes are accepted without penalty up to 45 days before departure, unless otherwise determined by the airline or vendor agreement. From 45 to 14 days before departure, there will be a name change charge assessed, currently \$50/person, in addition to any applicable airline or vendor fees. No name changes are accepted within 14 days of departure.
- Late payments/deposits and required forms are charged a daily service fee of \$15.00 per occurrence, per late day. For a maximum late charge of \$210.00 per occurrence.
- Any expedited services such as FedEx charges, wire transfer fees assessed by banks and vendors, expedited printing and shipping charges will be passed along to the Participant.

✕ DEPOSIT SCHEDULE FOR MARCHERS & NON-MARCHERS

	<u>Due Date</u>	<u>Amount</u>
Deposit #1	Upon registration	\$250 per person
Deposit #2	November 19, 2022	\$250 per person
Deposit #3	January 19, 2023	\$500 per person
Deposit #4	March 19, 2023	\$500 per person
Deposit #5	May 19, 2023	\$500 per person
Deposit #6	July 19, 2023	\$500 per person
Final Payment	September 19, 2023	Trip Balance Due

✕ INDIVIDUAL CANCELLATION SCHEDULE

Grueninger is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Grueninger immediately in writing and request a written confirmation of your cancellation. Upon receipt, Grueninger will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for the amount and timing of the refund, not Grueninger. Generally, flight tickets, hotel accommodations and other items provided for the travel cannot be refunded if they are partially used.

Grueninger is not responsible for a supplier's failure to pay a refund. In addition to any terms of the suppliers, additional fees may also apply for non-recoverable costs set forth by Grueninger for the purpose of acquiring and managing vendor services.

In event an individual must cancel the following schedule will apply using the estimated individual package cost and any non-recoverable costs set forth by Grueninger for the purpose of acquiring vendor services:

INDIVIDUAL MARCHER & NON-MARCHERS

Registration until January 18, 2023	\$250 per person non-refundable
From January 19, 2023 – April 18, 2023	\$500 per person non-refundable
From April 19, 2023 – July 18, 2023	\$750 per person non-refundable
From July 19, 2023 – August 18, 2023	\$1,000 per person non-refundable
From August 19, 2023 – September 18, 2023	\$2,000 per person non-refundable
On or after September 19, 2023	100% of the per person trip cost

Because we strictly adhere to our cancellation policy, travel protection coverage is strongly recommended.

✕ CANCELLATION BY GRUENINGER

Grueninger reserves the right to cancel any tour at its sole discretion. In the unlikely event a tour is canceled by Grueninger and Grueninger is unable to reschedule, all funds collected from any participant will be refunded upon receipt from each vendor minus any non-recoverable fees. Money is refunded to the original payer. Grueninger shall not be responsible for any refund and will pay no damages in the event of cancellation due to Force Majeure.

✕ FORCE MAJEURE

Grueninger assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, event cancelation, or any other unforeseen circumstances or any other factors unforeseen by Grueninger that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you.

✕ TRAVEL PROTECTION

Grueninger strongly recommends that participants purchase a travel protection plan. Travel protection safeguards your travel investment, your belongings, and most importantly, you. Your travel protection plan should cover at a minimum, cancellation, Cancel for Any Reason (CFAR), curtailment, medical, emergency travel and personal accidents, and damage or loss to personal belongings.

Grueninger is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. Grueninger cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Declining travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If a participant chooses to travel without adequate travel protection, we will not be liable for any of your losses howsoever arising, which would have been covered by adequate travel protection.**

⊠ RESPONSIBILITY CLAUSE

Grueninger Cruises and Tours, Inc., (d/b/a Grueninger Music Tours, Ambassadair, Ambassadair Groups and Incentives, Grueninger Tours, Grueninger Travel Group) its employees, shareholders, subsidiaries, affiliates, officers and directors, (collectively "Grueninger") does not own or operate any person or entity which is to or does provide goods or services for participant's trip, including, for example, lodging facilities, transportation companies, local ground handlers, food service or entertainment providers, etc. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Grueninger, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Grueninger. Grueninger is not liable for any negligent or willful act or failure to act of any such person or entity, or of any act of any other third party not under its control.

Without limiting the foregoing, Grueninger is not responsible for injury, delay, inconvenience, damage, or death which results from criminal activity, weather or other acts of God, acts of government, disease, epidemics or the threat thereof, illness, the provision of inappropriate or no medical attention or delayed access to appropriate medical attention, the demands of indoor or outdoor activities, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism or the threat thereof, attacks from or bites by animals, insects or pests, transportation failures of any kind or the failure of any transportation mechanism to arrive or depart timely or safely, insurrection or revolt, or any other event beyond its direct control. Grueninger in its sole discretion reserve the right to decline to accept any participant as a member of these trips.

Additionally, both the U.S. State Department and the Centers for Disease Control publish and update important country-specific information for participants. Grueninger strongly recommends that all participants review these notices. This can presently be found at:

<https://travel.state.gov/content/passports/en/alertswarnings.html> (and)
<https://wwwnc.cdc.gov/travel/notices>.

⊠ ADDITIONAL RISKS:

Participant expressly acknowledges that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this tour will take place. Participant acknowledges the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). Participant also understands that if they are older or have underlying conditions, the participant may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people.

Participant, any minors traveling with participant, and on behalf of any participant and their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Grueninger Cruises and Tours, Inc., (d/b/a Grueninger Music Tours, Ambassadair, Ambassadair Groups and Incentives, Grueninger Tours, Grueninger Travel Group), its officers, agents, and/or employees, suppliers, and other participants (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY, DEATH OR ANY OTHER LOSS participant may suffer due to exposure, infection, or spread of COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Participant assumes all inherent risks involved in the use of any hotel exercise equipment and/or swimming pool and/or any other body of water, which risks include, but are not limited to bodily injury, sickness, disease or death from using the swimming pool or body of water. Participants also acknowledge and understand that use of any swimming pool or other body of water is potentially dangerous and that there exists a risk of injury or death when using any equipment, swimming

pool or any other body of water. PARTICIPANT UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY AND IF THE PARTICIPANT CHOOSES TO SWIM OR USE A HOT TUB OR SPA, PARTICIPANT WILL DO SO AT THEIR OWN RISK.

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motorcoach, aircraft and other means of conveyance, animal interactions, swimming, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. Participant is voluntarily participating in these activities with the knowledge that there are significant dangers involved, and participant hereby agree to accept any and all risks. As lawful consideration for the agreement with Grueninger to participate in such trips and activities participant agrees participant will not make a claim against Grueninger, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to participant contracting for, traveling to or from, or in any and every other way participating in the trip. Participant releases Grueninger, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the participant occupies a motorcoach seat fitted with a safety belt, neither Grueninger nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

⊗ ROOMING DECISIONS:

Grueninger is not responsible for rooming decisions and will not be liable for any disputes, claims, injuries including but not limited to personal injuries, intentional infliction of emotional distress, negligent infliction of emotional distress, and/or discrimination claims arising out of rooming decisions.

⊗ PARTICIPANT CONDUCT:

Grueninger and its local ground handler reserve the right in its or their sole discretion to terminate any participant who does not abide by its or their rules and regulations, and/or whose conduct is deemed to be such as to endanger the participant, the welfare of other participants, staff members and/or third parties or the success of the program. In the event of such termination, participant will be sent home at the expense of the participant and his or her parent or guardian. The manner and means of transporting the participant home shall be determined exclusively by Grueninger. In the event of such termination, there will be no refund whatsoever.

When you book with Grueninger, participant accepts responsibility for any damage or loss caused by participant. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. Participant must indemnify Grueninger for the full amount of any claim (also including legal costs) made against Grueninger. Participant agrees to and shall indemnify and hold harmless Grueninger and each of our officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Grueninger (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from any participant's breach or violation, or threatened breach or violation, of this Agreement.

⊗ DOCUMENTATION ACCURACY:

Grueninger issues airline tickets, hotel confirmations and other travel documents for such services as an agent for the companies that provided these services directly. Group airline tickets and group hotel accommodations are subject to all terms and conditions of the respective suppliers (airlines, hotel chains, etc.) regarding group travel. These suppliers may

limit or exclude the accrual of frequent flyer or reward program points. It is the participant's sole responsibility to review these documents for accuracy. Grueninger will not be liable for inaccuracies in any travel documents.

✉ DESTINATIONS AND REQUIRED TRAVEL DOCUMENTS:

Travel to certain destinations may involve greater risk than others. Grueninger urges participant to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>. In addition, Participant should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, GRUENINGER DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. PARTICIPANT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT PARTICIPANT'S OWN RISK.

In the case of international travel, participant and any minors traveling with participant must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that participant passport have two to four blank visa/stamp pages. Some airlines will not allow participant to board if this requirement is not met. For information about passport requirements participant can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is participant's sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries participant may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

Visas: Some countries require visas to enter. Without a valid visa, participant may be denied entry into the country. Participant can find out if participant needs a visa by visiting the embassy website of the country participant be traveling to. Although participant can always contact Grueninger with questions it is participant's responsibility to ensure participant have all the proper travel documents, to include participant visa(s). Grueninger is happy to refer to participant a third-party visa processing company if participant so desires.

Children Traveling with One Parent, or Someone Who is Not a Parent/Legal Guardian, or Children Traveling in a Group: Foreign border officials may require custody documents or written consent from the other parent/both parents. Requirements vary by country, so if this applies to anyone in participant's traveling party please research the requirements and leave prepared.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. 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. For more information participant can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with Participant's local consular services. Obtaining and carrying these documents is participant's sole responsibility. It is the participant's sole responsibility to be aware of the airline and airport security documentation requirements and to produce appropriate documentation. Grueninger bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guests, or for any delays, damages and/or losses including missed portions of the trip due to improper documentation.

Health: Recommended inoculations for travel may change and participant should consult their provider for current recommendations before participant's depart. It is participant's responsibility to ensure that participant meets all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to participant's trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

✕ PARTICIPANTS WITH DISABILITIES:

Participants with disabilities are welcome and must always be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from Grueninger or its suppliers. The participant must notify Grueninger regarding any participants with disabilities, in writing no later than the payment of the first deposit, of status and of the identity of the non-discounted, paid travel companion who will be responsible for providing all necessary assistance. The participant should notify Grueninger if ADA accessible accommodations and/or transportation are needed as soon as possible but no later than the payment of the first deposit. Grueninger will make all reasonable efforts to accommodate this request, but cannot be responsible if ADA transportation and/or accommodations are not available. Any accommodations provided will be at the sole expense of the participant requiring the accommodation.

✕ SPECIAL DIETARY REQUIREMENTS:

For safety and liability reasons, Grueninger and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. While most meal establishments can offer general options, Grueninger cannot guarantee that options will be available. Just in case, Grueninger recommends packing extra food/snacks if accommodations cannot be met.

✕ HEALTH AND SAFETY:

For the safety of our guests, Grueninger reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

✕ MISCELLANEOUS:

No refunds will be made for features in the trip/tour not utilized. The cost of replacing lost or stolen tickets is the responsibility of the participant. If a flight or transfer by motorcoach or train is missed, whether by weather or other conditions beyond Grueninger's control, participant is responsible to make his or her own arrangements and to pay all charges associated therewith. Grueninger may cancel any trip/tour because of insufficient enrollment or for any other reason. The terms set forth in this agreement constitute the entire agreement between the participant and Grueninger.

Unless an opt-out waiver is requested, all participants assigns permission to Grueninger, and its photographer(s), to use the images in any media for any purpose (except pornographic, defamatory, libelous or otherwise unlawful) which may include, among others, advertising, promotion, marketing and packaging for any product or service. Images may be combined with other images, text and graphics, and cropped, altered or modified. All paid and complimentary participants acknowledge and agree with consent to publication. Participant's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above, as well as an agreement on participant's part to convey the contents hereof to his or her travel companions or group members.

✕ SEVERABILITY:

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

✕ CHOICE OF LAW:

This agreement is governed in all respects by the laws of the state of Indiana, United States of America, without regard to conflicts of law principles. **All participant claims must be submitted in writing and received by Grueninger no later than sixty (60) days after the completion of the trip. Participant claims not submitted and received within this time shall be deemed waived and barred.**