



## **Grueninger Music Tours Participant Agreement**

Grueninger Cruises and Tours Inc. dba Grueninger Music Tours is a specialized tour operator that is a proven leader in student music group tours. Our music travel experts custom design each music tour to include historic sites, comprehensive sightseeing and educational experiences that result in the creation of your music program's once-in-a-lifetime performance trip. The terms "we", "us", "our", and "Grueninger Music Tours" refer to Grueninger Cruises and Tours Inc., an Indiana corporation. The term "you", "traveler", "participant" or "guest" refers to the individual participant/traveler as well as their parent/legal guardian making a booking through us.

**CONTRACT.** We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our Suppliers form the basis of the contract with you (collectively, "Participant Agreement"). Before making a booking with us you must ensure that you have read and understood this Participant Agreement (and ask any questions you may have). **Please be aware that this Participant Agreement contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By completing your trip registration, making a booking with us, or making a payment for the trip, you, as the Participant or Parent/Legal Guardian of Participant, are accepting all of the Terms and Conditions laid out below and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it. If you do not agree with any part of this Participant Agreement you must not make a booking with us or pay us in connection with our travel-related services.

If you are making a booking as a group, the leader of the group is responsible for sharing this Participant Agreement with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share this Participant Agreement with all travelers in their group. You represent and warrant that (a) you are of 18 years of age, the 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 this Participant Agreement on their behalf, and (c) the information supplied by you or members of your group is true and correct.

**VIOLATIONS BY YOU.** 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 debiting of your account for any costs we incur as a result of such violation.

**CHANGES TO THESE TERMS AND CONDITIONS.** Grueninger Music Tours reserves the right, in our sole discretion, to change this Participant Agreement at any time. Updated versions of the Participant Agreement will be posted here on this website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if this Participant Agreement changed. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions constitutes your consent to the changes.

**SCOPE/AGENCY.** Grueninger Music Tours does not provide, own, manage, operate, supervise or control the travel services and products that may be provided as part of your trip, such as eateries, trains, rental cars, touring cars, flights, accommodations (e.g., hotels), cruise, packages, or travel insurance (the "Travel Products"). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties such as destination management companies, airlines, hotels, cruise lines, and tour operators (the "Suppliers"). The Suppliers are solely responsible for the Travel Products as well as any and all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa credits, in-room amenities, etc. The Supplier's terms, conditions and privacy policies apply to

your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Grueninger Music Tours does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Grueninger Music Tours acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers' benefit, and on the express condition that Grueninger Music Tours shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith.

***Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible of any corrections.***

**BOOKING/PAYMENT.** Bookings will be confirmed on receipt of the completed online registration form and payment of your applicable deposit. After booking is processed you will receive your final itinerary (subject to change as described herein), an invoice with payment information, and other important travel information. The invoice will contain a breakdown of the elements of your booking and is subject to change until you receive confirmation that your travel is booked. Some Suppliers will require a larger deposit, or payment in full, to hold your booking. Traveler will be notified if a larger deposit is required. Deposits and any fees are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Supplier. All tour prices are quoted in U.S. Dollars.

Our bookings generally do NOT include airfare to your arrival or from your departure destinations. Any and all airfare is only included as expressly described in your itinerary. You must not make any air reservation until you receive confirmation of your booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Upon booking, we will provide you with instructions regarding payments and all due dates. You must make all payments in full and on time. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Late payments/deposits and required forms are charged a daily service fee of \$75 per occurrence, per late day, for a maximum charge of \$300. In addition, any expedited services such as FedEx charges, wire transfer fees assessed by banks and Supplier, expedited printing and shipping charges will be the sole responsibility of the group and/or individual traveler.

As our tours are carefully curated experiences for groups of participants, you are only entitled to request or make changes to your itinerary as stipulated in the Cancellation or Changes section below.

**TRAVELER INFORMATION.** Grueninger Music Tours may issue airline tickets, hotel confirmations and other travel documents for such services as an agent for the companies that provided these services directly. All airline tickets and hotel accommodations are subject to the terms and conditions of the respective Suppliers (airlines, hotel chains, etc.). These Suppliers may limit or exclude the accrual of frequent flyer or reward program points. Names provided to secure any and all reservations must match travelers' passports. Any addition, subtraction or name change from the original passenger list must be submitted in writing to [info@gogmt.com](mailto:info@gogmt.com). Any minor name corrections advised after airline tickets have been issued will incur fees as subject to the terms of the Supplier. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. *Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.*

**PAYMENTS.** Payments are to be in the form of a check or wire transfer made payable to Grueninger Cruises and Tours, Inc. or, GMT may, at its discretion, allow credit card payments from individual participants. 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 or assess a late charge. Travelers must provide to us a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to this Participant Agreement including the cancellation terms. As such you agree not to make any improper chargebacks. All payments are to be made in U.S. Dollars.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Grueninger Music Tours retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Grueninger Music Tours or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

**PRICE AND RATE CHANGES.** The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include costs that are estimated at the date of publication and include operating costs, fuel prices, taxes and exchange rates in effect at the time of contracting with Suppliers. At the time of booking confirmation, we will provide you with an invoice reflecting the current price. However, we reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your final payment. Any increase to your travel price will be as the result of circumstances outside of our control, including without limitation changes in our costs of supplying your travel resulting from changes by our Suppliers, dues or taxes payable locally, currency fluctuations and government action. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new invoice reflecting any changes made. The traveler will be notified no less than 10 days prior to departure and requested to pay these additional costs. If the aggregate increase is more than 10% of the current price, traveler may cancel this agreement without penalty. In the event traveler does not cancel within 7 days of notification, the Agreement shall remain in full force. Subject to the foregoing, after final payment your price is locked in. We also reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

**NOTICE OF TRANSPORTATION FUEL SURCHARGE: ALL FUEL SURCHARGES IMPOSED BY THE MOTORCOACH COMPANIES IN EXCESS OF THE COSTS ASSOCIATED WITH THE PRICES CONTRACTED FOR BY THE BAND ARE THE RESPONSIBILITY OF THE BAND.** Grueninger Music Tours normally receives notice of fuel surcharge increases between 60 and 30 days prior to the start of a tour and we will notify your group immediately when/if these charges are imposed.

### **What's Included In Your Trip**

All tours are subject to the specific inclusions and exclusions as explicitly outlined in your final tour itinerary. Subject to the foregoing, tours generally include:

### ***Accommodations***

Accommodations are provided as detailed in your itinerary. Special requests such as single rooms, lower floors, connecting rooms and smoking preference, must be made at the time of booking (as may not be available). While we will make reasonable efforts to communicate your requests to the Supplier, such requests are not guaranteed and are at the discretion of the Supplier. There may be additional charges for such requests which will be solely the expense of the guest making the request.

Travelers participating in our international tours should be aware that room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as American Disabilities Act (ADA) and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Grueninger Music Tours reserves the right, if necessary, to substitute other similar accommodations for accommodations listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at Grueninger Music Tours' sole discretion and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, and several are based on our own personal experiences, some hotel and other accommodation profiles are based on information provided to us by the Supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Grueninger Music Tours does its best to maintain current and accurate information regarding these Suppliers, we cannot be held responsible for any inaccuracies in Supplier descriptions, amenities, or images.

### ***Transfers***

Grueninger Music Tours is pleased to offer transfers strictly in accordance with your individual itinerary, subject to additional fees as described in said itinerary. All deluxe motorcoaches are air conditioned, and restroom equipped per itinerary. Except as expressly provided in your itinerary, you are solely responsible for transfers to and from airports and all other locations/destinations. You must be on time for all transportation. There will be no refund for missed or unused transfers. If applicable, you must provide us your flight information no less than 21 days prior to departure to ensure transfers will be available. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing these services and no refund shall be due for missed arrival transfers resulting from missing or outdated flight information. Furthermore, 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.

### ***Meals***

Meals are included as expressly indicated in the itineraries. Any food and beverages consumed outside of itinerary meals are not included and are at the sole expense of the guest. For safety and liability reasons, Grueninger Music Tours 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. We will advise our Suppliers of your request, but we cannot guarantee their availability. While most dining establishments can offer general options, Grueninger cannot guarantee that options will be available. Just in case, we recommend packing extra food/snacks if accommodations cannot be met. All scenarios and special dietary requests regarding dietary requirements are the sole responsibility of the participant.

### ***Sightseeing/Activities***

Sightseeing trips, activities and events are included as provided in the individual itineraries. Any excursions or activities not included in itineraries and done outside of tour times are at the sole expense of the traveler. These trips and activities are designed to accommodate group travel and chaperones, and staff are provided as indicated in itinerary. As a courtesy to others in the trip and/or activity, it is mandatory that you be on time for all scheduled experiences. Trips and activities will begin on time and failure to arrive will be considered a no-show for which no refunds will be available. It is essential that you keep in mind that trip and activity times are set to accommodate climate, crowd size and best viewing options for our groups. At times, early morning departure times may help create a better experience. Therefore, late arrivals cannot be accommodated.

### ***Changes to Itineraries***

Grueninger Music Tours reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. Grueninger Music Tours reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, historic sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No trips will be cancelled due to renovations, although Grueninger Music Tours may choose to amend itineraries for such sites. These changes will not be considered a material change and will not be considered cause for cancellation by the guest.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the Supplier of the activity and your only recourse in case of damage will be against the Supplier of the alternate activity.

### **What's Not Included**

Any items and matters not referred to in your itinerary are not included in the trip price. This can include but is not limited to items such as flights and airfare (international or domestic), any transportation not specified in your itinerary, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; any donations, gratuities and tips if not listed on your itinerary; incidental charges (i.e., snacks, laundry, room service, phone calls, minibar); beverages and meals not detailed in the itinerary; optional experiences; instrument rental; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. 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.

### **Non-Operation of Group Trips**

Our tours are based on a minimum number of participants. Grueninger Music Tours makes every effort to ensure that trips meet their minimum requirements. However, if the trip drops below the minimum number of participants all prices are subject to change and cancellation of the trip may occur at the sole discretion of Grueninger Music Tours. In such case, guests will be advised at least 30 days prior to departure. Grueninger Music Tours reserves the right to change the departure date. We may offer alternative trip dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and Grueninger Music Tours will not be liable for the carrier's refusal to make any refund whatsoever. In such case Grueninger Music Tours will not be liable for any additional costs incurred outside of the trip prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the trip.

### **Cancellation by Individual Traveler or Group**

*If you are unable to complete the tour due to a physical or mental inability to keep up with the group of participants, there shall be NO refunds owed.*

Cancellation of travel must be made in writing to [info@gogmt.com](mailto:info@gogmt.com) and is effective from the date we receive the written notification. The date of the postmark is the date used to determine the amount of the cancellation fee. All payments made prior to individual or group cancellation are NON-REFUNDABLE. No refunds or credits will be issued for a cancelled participant.

As described above, Grueninger Music Tours is required to pay all Suppliers well in advance of your trip date. This includes but is not limited to hotel accommodations, meals, tickets for attractions and events, transportation, etc. All Suppliers have their own cancellation policies, which apply to your booking, and it is your responsibility to acquaint yourself with said policies. Should a cancellation become necessary, please inform Grueninger Music Tours immediately in writing and request a written confirmation of your cancellation as stipulated above. Upon receipt, Grueninger Music Tours 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 this refund, not Grueninger Music Tours. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a Supplier's failure to pay a refund or for Supplier bankruptcy or insolvency.

In addition to any terms of our Suppliers, the following GMT cancellations charges will also apply. Cancellation charges are based upon the estimated individual or group package cost and any NON-REFUNDABLE costs set forth by GMT for the purpose of acquiring Supplier services.

**Individual Traveler Cancellation Schedule.** Individual traveler cancellation charges are expressed as follows:

Days Before Departure We Receive Notice of Cancellation	Grueninger Music Tours' Cancellation Charge (Per Person)
From registration to 90 days prior to arrival	\$200 per person**
From 89 days to 62 days	\$250 per person**
From 61 days to 45 days	\$500 per person**
From 44 days to 31 days	\$750 per person**
From 30 days to 0 days	100% of total tour price

\*\*plus any non-refundable/non-recoverable Supplier or incurred costs

**Group Cancellation Schedule.** The minimum amounts referenced in the chart below are for illustrative purposes only. Group cancellation charges are as more particularly described in the separate group travel agreement between your organization and us.

Days Before Departure We Receive Notice of Cancellation	Grueninger Music Tours' Cancellation Charge
From signature until 90 days prior to departure	Any non-refundable costs
From 89 days to 60 days	10% of total group tour program plus any non-refundable costs
From 59 days to 0 days	15% of total group tour program plus any non-refundable costs

**If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we *strongly encourage* the purchase of a travel protection plan including additional Cancel For Any Reason coverage.**

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refunds.

#### **Changes by Individual Traveler**

Any requests to change the tour itinerary must be made in writing to [info@gogmt.com](mailto:info@gogmt.com). Please note that certain tours arranged by your group or organization may not be modified or changed. If said changes can be accommodated, it may affect the cost of the tour, and you will be charged accordingly per current market prices. Any individual additions within 30 days prior to departure will be assessed at minimum a \$50 late charge and will be based on availability in addition to prevailing rates from Suppliers.

#### **Cancellation or Changes by Grueninger Music Tours**

If between planning time and/or during actual travel, circumstances require changes, Grueninger Music Tours and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to hotels and accommodations of comparable quality, air schedule or surface transportation changes, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the trip. Sightseeing trips may be altered as described above. Grueninger Music Tours cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed. Without limitation to the foregoing, we reserve the right to cancel or reschedule any trip departure for any reason in our sole discretion. In the unlikely event a tour is canceled by GMT, except in the case of a force majeure event, all funds collected will be promptly refunded in full to the original payor.

**NO REFUND FOR UNUSED ARRANGEMENTS.** As Grueninger Music Tours' prices are based on contract rates, there will not be any refund for any unused portion of your tour. If you cancel while the trip is in progress, there is no refund for the unused portion. In addition, if you arrive late to a tour, any costs required to reach the location of where the rest of the group is at the time of your arrival will be at your own expense.



**FORCE MAJEURE.** Grueninger Music Tours 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, landslides, 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, changes of schedules or operational decisions of air carriers, cybersecurity issues and/or technology outages or disruptions, 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 natural or nuclear activity, 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, or omission of third parties or other parties not under the control of GMT and all similar events outside our control or any other unforeseen circumstances or any other factors unforeseen by Grueninger Music Tours 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 (and only if) we can recover any monies from our Suppliers (and we are under no obligation to), we will refund these to you without any charge by Grueninger Music Tours.

**TRAVEL PROTECTION INSURANCE.** It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional Cancel For Any Reason coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage Delay/Loss. Travel protection plans can help protect you in the event of loss of NON-REFUNDABLE trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation and repatriation costs), missed connections and baggage loss. Travel protection plans including Cancel For Any Reason coverage must be purchased in close conjunction with your travel purchase. Any and all cancellation fees will not be accepted as part of your claim.

Grueninger Music Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Grueninger Music Tours 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.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Grueninger Music Tours cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan 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 you choose to travel without adequate coverage, GMT will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

**DESTINATIONS AND DOCUMENTATION.** Travel to certain destinations may involve greater risk than others. Grueninger Music Tours urges travelers to remain informed on a daily basis as to current news, 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 <https://travel.state.gov/content/travel.html>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department travel advisory for travel to Vietnam is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/vietnam-travel-advisory.html>. **Should you choose to travel to a country that has been issued a travel warning or advisory, Grueninger Music Tours will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid machine-readable passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov). When travelling domestically within the USA 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, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air

travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Visas are required when they apply. You can find out if your international destination requires a visa at <https://www.usa.gov/visas-citizens-traveling-abroad>. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Grueninger Music Tours strongly recommends 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 and may require a minimum number of blank pages in your passport book. For more information regarding passport requirements visit <https://travel.state.gov/content/travel/en/passports.html>. Non-USA 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. **Please visit [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.**

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Grueninger Music Tours shall not be liable for any losses, expenses, or refunds to you or anyone in your group. 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 traveler to miss flight(s), and subsequent scheduled travel bookings trips. Grueninger Music Tours bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

**INSECTICIDE NOTICE.** Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

**NON-RESPONSIBILITY.** Grueninger Music Tours and its Representatives use third party Suppliers to arrange trips, transportation, sightseeing, lodging, and all other services related to this trip. Grueninger Music Tours is an independent contractor and is not a Representative of any of these Suppliers. Grueninger Music Tours does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not Representatives of Grueninger Music Tours. 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 travelers agree that neither Grueninger Music Tours nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler 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 Music Tours. Grueninger Music Tours assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Grueninger Music Tours assumes no responsibility or liability for personal property; and Grueninger Music Tours shall be relieved of any obligations under this Participant Agreement in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Grueninger Music Tours accepts no responsibility for lost or stolen items. Grueninger Music Tours reserves the right to refuse any traveler or potential traveler at its sole discretion.

**ASSUMPTION OF RISK/WAIVER.** Traveler is aware that travel such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor and conveyance vehicle collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Grueninger Music Tours and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; microbiological, chemical or physical hazards relating to the non-adherence to kitchen safety protocols and improper harvesting, processing, transporting, preparing, cooking, storing and serving of food and foodborne illnesses or allergic reactions resulting from said hazards, fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to



assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

In addition, 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.** Where the participant occupies a motor coach seat fitted with a safety belt, neither GMT 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.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Grueninger Music Tours and its employees, shareholders, agents, and representatives (“Representatives”) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Grueninger Music Tours and/or its Representatives, and traveler hereby covenant not to sue Grueninger Music Tours and/or its Representatives for any such claims or join any lawsuit or action that is suing Grueninger Music Tours. These Terms and Conditions also binds your heirs, legal representatives and assigns. The terms of this **HOLD HARMLESS AND RELEASE OF ALL LIABILITY** paragraph, shall survive any termination or cancellation of this Participant Agreement, whether by operation of law or otherwise.

**INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless Grueninger Music Tours and its officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Grueninger Music Tours (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: (i) traveler’s breach or violation, or threatened breach or violation, of this Participant Agreement; (ii) any of your negligent acts or omissions, or any damage caused by traveler while participating in the trip; (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this **INDEMNIFICATION** paragraph shall survive any termination or cancellation of this Participant Agreement, whether by operation of law or otherwise.

**YOUR BEHAVIOR.** Each traveler in any trip planned by Grueninger Music Tours is expected to act responsibly and adhere to all behavior guidelines established by Grueninger Music Tours and our Suppliers. Grueninger Music Tours and all Suppliers reserve the right to remove you from any facility, hotel or resort property, trip location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be NO refund. GMT 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.

When you book with Grueninger Music Tours you accept responsibility for any damage or loss caused by you or your group. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Grueninger Music Tours or any of its related entities liable for any actions taken under this Participant Agreement. Baggage and personal effects are at all times the sole responsibility of the traveler. You further acknowledge and agree to follow and abide by any and all laws and regulations of any state and/or country you enter while participating in the trip. While all local and national laws and regulations are important to follow, we strictly encourage you to be informed concerning the use and/or possession of drugs in particular. There will be no

tolerance for any use or possession of any drug and your failure to strictly comply with this requirement will result in a breach of this Participant Agreement and may prevent you from your continued participation. We require responsible alcohol consumption for your safety and for those around you. If you are asked to leave a trip for inappropriate behavior, violence, or any other disruptive action, you will NOT be refunded.

**BAGGAGE FEES.** Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Grueninger Music Tours is NOT responsible for additional fees incurred for baggage or seating.

**RE-CONFIRM YOUR FLIGHT.** Grueninger Music Tours advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure. Most airlines allow you to check in online 24 hours prior to departure. We recommend you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights.

**HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** For the safety of our guests, Grueninger Music Tours reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your ability to do so, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Grueninger Music Tours will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act (ADA) and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Grueninger Music Tours no later than the deadline for the final rooming list of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, Grueninger Music Tours shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

**PHOTOGRAPHIC/VIDEO LIKENESS.** Traveler hereby gives consent and grants to Grueninger Music Tours a royalty-free, perpetual, and irrevocable license to publish any photographs and/or videos of the trip or traveler in printed or electronic media without obtaining further consent and without compensation. Unless an opt-out waiver is requested, all participants assigns permission to GMT, and its photographer(s) and its Representatives 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 and each traveler releases Grueninger Music Tours and its Representatives from any liability in connection with any use of such media forms. Images may be combined with other images, text and graphics, and cropped, altered or modified. 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.

**CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM.** You agree that you will only bring claims against Grueninger Music Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Grueninger Music Tours shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Grueninger Music Tours unless you have first provided a written notice of claim to Grueninger Music Tours within 60 days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year.** Any claims not submitted and received within this time shall be deemed irrevocably waived and barred. Notwithstanding the foregoing, in no event shall Grueninger Music Tours' liability to you (or any member of your traveling party, or your/their heirs, successors and assigns), from any cause of action (whether in contract, tort, indemnity, equity, or otherwise), exceed the amounts paid to Grueninger Music Tours for the services Grueninger Music Tours performed and provided to you in connection with this Agreement, and this is your sole and exclusive remedy for a breach of this Agreement by Grueninger Music Tours.

**GOVERNING LAW/VENUE/JURY WAIVER.** These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Indiana exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in the State of Indiana. You agree that you will only bring claims against Grueninger Music Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Grueninger Music Tours shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages.

**ELECTRONIC COMMUNICATIONS.** You have a committed team by your side every step of the way. From check-in to check-out, you will have direct access to the Grueninger Music Tours team for us to handle anything you may need assistance with remotely while on vacation. We may check in with you via email and/ or text message before, during, and after your trip to ensure everything runs smoothly. You consent to receive electronic communications and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

**ENTIRE AGREEMENT & SEVERABILITY:** These Terms and Conditions, including any other documents, itineraries, and invoices we provide you, constitutes our entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Grueninger Music Tours. If any provision of this Participant Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Participant Agreement and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of this Participant Agreement shall not be construed against the drafting party. The provisions of this Participant Agreement which by their nature extend beyond termination or expiration of this Participant Agreement (whether by operation of law or otherwise) shall survive the expiration or termination of this Participant Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. These Terms and Conditions shall be written in, and all other communication under or in connection with this Participant Agreement shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control.

**CONTACT US.** Grueninger Cruises and Tours Inc. welcomes your questions or comments about our tours:

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