



MASTERFULLY PLANNED EXPERIENCES

GROUP TRAVEL TERMS AND CONDITIONS ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Addison & Atlas Global, LLC
d/b/a MPE and/or Masterfully Planned Experiences
A Massachusetts Limited Liability Company

1. Parties; Individual Execution Requirement

This Group Travel Terms and Conditions, Assumption of Risk and Release of Liability Agreement ("Agreement") is entered into between Addison & Atlas Global, LLC ("MPE," "Masterfully Planned Experiences" "Company," "we," "us," or "our") and the individual person signing this Agreement ("Client" or "Traveler"). Each Traveler eighteen (18) years of age or older must individually review and electronically sign this Agreement prior to participation in any Trip. A parent or legal guardian must sign on behalf of any minor Traveler, where minors are permitted.

No Traveler may participate unless this Agreement has been properly executed.

2. Scope of Agreement

This Agreement governs all group travel programs, retreats, safaris, cruises, rail journeys, domestic and international travel experiences, and related services (collectively, the "Trip") arranged by MPE.

This Agreement is legally binding under Massachusetts law.

3. Role of MPE; Independent Suppliers

MPE acts solely as a travel designer and coordinator.

Airlines, hotels, cruise lines, ground operators, rail operators, transportation providers, and guides (“Suppliers”) are independent contractors and not agents or employees of MPE.

MPE does not own, operate, control, or supervise Suppliers. MPE is not liable for acts, omissions, negligence, insolvency, or failure of any Supplier. Supplier services are subject to their own terms and conditions.

4. Age Requirements

Travelers must be at least eighteen (18) unless a Trip expressly permits minors accompanied by a parent or guardian.

5. Deposits and Payments

Non-Refundable Deposit

A non-refundable deposit of \$1,000 per person is required at booking unless a higher Supplier-required deposit applies.

For safaris, cruises, rail journeys, and specialty Trips, the required deposit shall be the greater of \$1,000 or the Supplier-required non-refundable amount.

The deposit secures limited space and compensates MPE for planning and Supplier commitments.

Final Payment

Standard Trips: Final payment due ninety (90) days prior to departure.

Specialty Trips: Final payment due one hundred twenty (120) days prior to departure, or earlier if required by Suppliers.

Failure to make timely payment constitutes cancellation.

Installment Billing

Clients may elect automatic installment billing. If not elected, Client remains responsible for timely payment.

Returned Payments

If a payment is declined and MPE incurs a processing fee, Client agrees to reimburse only the actual fee charged.

6. Pricing; Promotional Adjustments

Pricing is based on exchange rates, Supplier pricing, and government fees at time of booking. Different Travelers may pay different prices. Promotions do not apply retroactively.

If Client cancels to rebook at a lower rate, standard cancellation terms apply.

7. What Is Included / Not Included

Trip-specific inclusions are detailed in the itinerary.

Unless expressly stated, the following are not included:

- Airfare
- Passport and visa fees
- Vaccinations and medical expenses
- Travel insurance
- Additional Gratuities
- Alcohol (unless specified)
- Laundry
- Airline baggage fees
- Personal expenses
- Costs due to delay, quarantine, or interruption

8. Passport, Visa, and Entry Requirements

Client is solely responsible for obtaining valid travel documents.

MPE is not responsible for denied boarding, entry refusal, or related costs.

9. Luggage Responsibility

Unless otherwise stated:

- One checked bag not exceeding 50 lbs (23 kg)
- One carry-on item

Certain Trips may require soft-sided luggage or stricter limits.

Client is responsible for all personal belongings. MPE is not responsible for lost, delayed, damaged, or stolen luggage.

10. Accessibility and Physical Fitness

Accessibility standards vary internationally. The Americans with Disabilities Act does not apply outside the U.S. Client is responsible for evaluating personal fitness for participation.

MPE may decline participation if a Traveler's condition materially impacts safety or logistics.

11. Cancellation by Client

- 120+ days prior: deposit forfeited.
- Less than 120 days prior: no refund.

No refunds after Trip commencement. All cancellations must be submitted in writing.

12. Cancellation or Modification by MPE

MPE may cancel or modify a Trip due to insufficient enrollment, safety concerns, Supplier failure, government restrictions, Force Majeure, or operational considerations.

Insufficient Enrollment

If canceled due to insufficient enrollment, written notice will be provided no later than ninety (90) days prior to departure. Client will receive a refund of amounts paid directly to MPE, less non-recoverable Supplier costs, if applicable.

Refund constitutes full settlement.

13. Drug and Alcohol Policy

Illegal drug use is prohibited. Violation may result in removal without refund. Alcohol must be consumed responsibly.

14. Safety Compliance

Client agrees to follow all safety instructions. Seatbelts must be worn when available. Failure to comply may result in removal without refund.

15. Health; Communicable Disease

Travel involves exposure risk to communicable diseases. Client voluntarily assumes such risks. Client is

responsible for vaccination, testing, quarantine, and medical costs.

16. Air Arrangements

MPE is not responsible for disruptions related to domestic or international flights.

17. Media Release

Client grants MPE permission to use photographs and video taken during the Trip for promotional purposes.

18. Complaint Notice

Client must provide written notice of complaints during the Trip when possible, and speak directly and privately with MPE Trip Director. Post-Trip claims must be submitted within thirty (30) days of completion.

19. Force Majeure

Force Majeure includes pandemics, border closures, war, natural disasters, government actions, Supplier insolvency, and events beyond MPE's control.

If cancellation occurs due to Force Majeure: Refunds will be issued only to the extent funds are recovered from Suppliers, less:

- \$500 per person Trip Planning Fee
- Non-recoverable Supplier costs

20. Assumption of Risk

CLIENT ACKNOWLEDGES THAT TRAVEL INVOLVES INHERENT RISKS INCLUDING INJURY, ILLNESS, ACCIDENT, AND DEATH.

CLIENT VOLUNTARILY ASSUMES ALL RISKS.

21. Release of Liability

CLIENT RELEASES MPE FROM CLAIMS ARISING FROM PARTICIPATION IN THE TRIP, INCLUDING CLAIMS BASED ON ORDINARY NEGLIGENCE.

THIS RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

22. Limitation of Liability

MPE's total liability shall not exceed the total amount paid directly to MPE. MPE is not liable for consequential, incidental, emotional distress, or punitive damages.

23. Indemnification

Client agrees to indemnify MPE from claims arising from Client's negligence, misconduct, violation of law, or breach of this Agreement.

24. Mediation and Arbitration

Parties agree to confidential mediation in Essex County, Massachusetts prior to arbitration.

Disputes shall be resolved by binding arbitration in Essex County. Each party bears its own attorney's fees unless otherwise awarded. Small claims actions are permitted. Class actions are waived.

25. Limitation Period

Any claim must be filed within one (1) year.

26. Entire Agreement; Electronic Signature

This Agreement constitutes the entire agreement between the parties. Electronic signatures have the same legal effect as handwritten signatures.

ACKNOWLEDGMENT AND EXECUTION

By signing electronically, Client confirms they have read and agreed to this Agreement.