



WinMac4Travel Management Group, LLC
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WinMac4Travel Management Group, LLC
TERMS & CONDITIONS/CONSUMER DISCLOSURE NOTICE & Release of Liability, Waiver,
Assumption of Risks, and Arbitration Agreement

PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES.

I. Scope

WinMac4Travel Management Group, LLC is acting as a mere agent for SUPPLIERS (identified on the final travel documents) in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Travel Agency, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience or injury, or death to travelers or travelers' companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, Travel Agency does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of the hotel accommodations chosen, and agree that Travel Agency will not be responsible if they are not satisfied.

II. Risks, Cancellation, and Insurance

Traveler assumes complete and full responsibility for, and hereby releases WinMac4Travel Management Group, LLC from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, we specifically recommend that U. S. Citizens traveling internationally, including travel to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335 <http://travel.state.gov/travel/warnings.html>. For medical information, please refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at www.cdc.gov/travel (404) 332-4565.

WinMac4Travel Management Group, LLC shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorist acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of WinMac4Travel Management Group, LLC 's control. If travel plans are delayed or cancelled for any reason there will be no refunds issued by WinMac4Travel Management Group, LLC , except in those circumstances where WinMac4Travel Management Group, LLC has issued its own schedule of cancellation, applicable to all or a portion of a booking (whenever such a schedule is issued, it will specifically indicate which trip component(s) it is issued for and it will apply ONLY to the specific trip component(s) indicated). Please note that a 'trip' or 'booking' often consists of multiple components, each of which may carry its own cancellation penalties (example: an airline ticket, a pre-trip hotel night, a multi-day adventure vacation by a tour operator, a post-trip extension designed by WinMac4Travel Management Group, LLC, all of which may be subject to a different set of cancellation policies).; therefore you are strongly encouraged to purchase a comprehensive travel protection insurance policy to cover the previous mentioned situations as well as those not mentioned. WinMac4Travel Management Group, LLC is not responsible for this policy distribution. No refund(s) will be issued for cancellations due to actual or threatened terrorist events. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political or other similar events.

It is the traveler's responsibility to protect their purchases and [Travel Insurance](#) is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks; information is available through this Travel Agency regarding travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.

I acknowledge that I have been made aware of the benefits of travel insurance and authorize the purchase thereof by signing this form and/or all credit card authorization forms issued to me which include the purchase of travel insurance. I also hereby agree to sign the Travel Insurance Refusal form (available from WinMac4Travel Management Group, LLC on request) should I for some reason wish to not to purchase travel insurance.

III. ALTERNATIVE DISPUTE RESOLUTION

WinMac4Travel Management Group, LLC desires to maintain friendly relationships with its clients (agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, WinMac4Travel Management Group, LLC has established an alternative mediation program in the event of a misunderstanding or dispute between WinMac4Travel Management Group, LLC and it clients."

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the World Travel Dispute Center under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees. In the event that an IFTTA qualified mediator or arbitrator is unavailable, both parties agree to the submission of the dispute to a mutually acceptable dispute resolution service.

The issuance of any tickets, reservations, or bookings by WinMac4Travel Management Group, LLC is done on the express condition that: 1. WinMac4Travel Management Group, LLC shall not be responsible for any changes in fares, rates, charges, or prices initiated by the carrier(s) or supplier(s) of services, and 2. WinMac4Travel Management Group, LLC shall not be responsible for any damages resulting from cancellations, changes, or disruption of any services and/or for refunds of monies already paid or transmitted to any carrier or supplier of services.

Customer's initial retention of tickets, reservations, or bookings after issuance shall constitute a consent by customer, on his/her behalf and on behalf of his/her companions, to the above. Nothing agreed to herein by the customer is meant to interfere with customer's legal rights against any carrier(s) or supplier(s) of services.

The payment of the required deposit or any partial or full payment for a reservation on the chosen tour/package shall constitute consent to all provisions of this Terms & Conditions statement as well as the provisions listed in the 'Trip-specific WinMac4Travel Management Group, LLC Policy on Payments, Cancellations & Refunds' document, as well as all provisions contained in any brochures, trip descriptions, and/or itineraries, or other forms of collateral provided to the client in conjunction with a booking. These provisions are hereby incorporated by reference in this Disclosure Notice, and clients are advised to take note of them.

WinMac4Travel Management Group, LLC is acting as a mere agent for suppliers as stated above and its agents, servants, and employees, shall not be responsible for personal injury or property damage, loss or delay, or change of itinerary incurred by any person or tour participant arising out of the act of negligence of any direct or supplemental air carrier or other person or entity engaged in transporting the passenger, hotel or other person rendering any of these services, or accommodations being offered in these tours; nor shall WinMac4Travel Management Group, LLC be responsible for any injuries, death, damages, loss, or delay in any means of transportation or by reason of any event beyond the actual control of TATC or of any agent or supplier or due to force majeure. The right is reserved to decline or accept or to retain any person as a member of a trip; change a trip from 'escorted/guided' by WinMac4Travel Management Group, LLC, to 'partially escorted/guided' by WinMac4Travel Management Group, LLC or by a replacement escort, to 'unescorted' by WinMac4Travel Management Group, LLC or by a replacement escort, should circumstances preclude the designated WinMac4Travel Management Group, LLC escort or replacement escort from accompanying the trip for whatever reason; or to cancel a trip outright due to low passenger sign-up numbers, illness of a

service provider, supplier default, or any other circumstances beyond the control of WinMac4Travel Management Group, LLC.

If the contract between WinMac4Travel Management Group, LLC and the passenger, on the one hand, and/or the contract between WinMac4Travel Management Group, LLC and the designated carrier, on the other hand, is cancelled by the tour operator for any reason whatsoever, all partial or full payments made for the trip will be refunded in their entirety, without any further obligation on the part of the tour operator.

The right is reserved to substitute hotels of similar category (if available) or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of TATC no refund can be made nor will credit be allowed or refund given for any services provided in the itinerary should any such services not be utilized by tour members. We reserve the right to alter any itinerary, arrangement(s), or date(s), if it becomes necessary or advisable, and each trip participant/ agrees to pay additional expenses required by such alternative(s), if any. All prices are subject to change without notice. Availability of refunds for air transportation included in a tour and additional transportation costs for a person who does not utilize an air transportation part of the tour will vary with the type of transportation and the point at which transportation is not used, and shall be made at the sole discretion of WinMac4Travel Management Group, LLC. All rates quoted in the description(s)/itinerary(ies)/brochure(s) are based on the current carrier tariffs and current international exchange rates, and are subject to adjustment without prior notification in the event of changes therein, and any increase resulting from such adjustment shall not modify the cancellation provisions in the tour description/itinerary/brochure or the Trip Reservations and Details from accompanying this disclosure notice.

I _____, acknowledge that I have carefully read the above paragraphs as well as the 'Trip Reservations and Details', including the information regarding cancellations and refunds, and by signing below I fully agree to all stated conditions therein. I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD WinMac4Travel Management Group, LLC and its agents, employees, officers, directors, associates, suppliers, affiliated companies, and subcontractors HARMLESS against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by WinMac4Travel Management Group, LLC and its agents, employees, associates, suppliers, affiliated companies, or subcontractors. THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT WinMac4Travel Management Group, LLC HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT. I further agree that any legal dispute involving these travel services is subject to the ALTERNATIVE DISPUTE RESOLUTION CLAUSE herein but that in the event that any legal action shall necessitate the use of a court(s) the action shall be heard only by the courts of Dekalb County, Georgia, U.S.A. I acknowledge that in calculating the cost of the tour or trip, WinMac4Travel Management Group, LLC has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, WinMac4Travel Management Group, LLC would be unable to offer these services

to me. I fully understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I. PROMOTIONAL PHOTOGRAPHY

WinMac4Travel Management Group, LLC reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. By booking a reservation with WinMac4Travel Management Group, LLC, program members agree to allow their images to be used in such photographs. Program members who prefer that their images not be used are asked to identify themselves to their travel program escort at the beginning of their program.

Print Name _____

Signature of Participant _____

Date(mm/dd/yy) ___/___/___

Parent or Guardian of a Minor: I _____ as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above:

Name of Minor _____

D.O.B Minor (mm/dd/yy) ___/___/___

Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date (mm/dd/yy) ___/___/___