

# Tour Policies and Payment Information

Updated 2 June 2022

## Membership Requirement

Active membership in the U.S. Lighthouse Society is required for participation in all tours. For individuals traveling with a roommate, only one needs to be a member.

## Deposits

A deposit / registration fee of \$300.00 per person is required for all domestic tours. The deposit / registration fee is mandatory and is required at the time of registration.

A deposit / registration fee of \$500.00 per person is required for all international tours. In the case of international tours the \$500.00 per person deposit / registration fee is mandatory at the time of registration.

In the case of an international or domestic tour that involves a cruise ship once the staterooms have been contractually secured for the tour the deposit becomes **NON REFUNDABLE**.

On rare occasions extra deposit funds may be required for a specific tour. These will be addressed on the tour registration form and / or promotional emails. Refunds for these extra deposits will be handled in accordance with the Tour Cancellation / Refund Policy outlined below.

**SPACE ON A TOUR IS NOT GUARANTEED UNTIL A DEPOSIT IS RECEIVED.**

## Payment

Invoices reflecting your choice of tours will be sent as soon as the Society has determined that the tour will be a go.

As most of you now know we have changed our payment policy on the tours. As a reminder, we will be asking not only for the tour registration fee but will also be asking for funds incrementally or monthly prior to the tour so we can make the required payments to the vendors we have contracts with. The reason for this is that the tourism industry has changed with most vendors requiring payment in advance.

The monthly payments will be calculated under the assumption that the registration fee has been paid. Email reminders will be sent as a reminder for installment payments which will be applied to your total tour invoice. The suggested amount of the payment will be indicated in the email communication(s) as well, but feel free to adjust the amount to fit your budget. If you would like to send more each month or increase the frequency, that is fine . . . and if you would like to make other arrangements altogether, please contact us any time. However, payment in full is due 45 days prior to a domestic tour operating and 90 days prior to an international tour.

## Extra Hotel Nights and Optional Tour Charges

Tour participants often request additional room nights (before and after a tour) at the rate the Society is charged. The availability of this option depends on the individual hotel's reservation and payment policies. Contact the office for details about a specific tour.

U.S. Lighthouse Society tours often offer Optional Tours that tour goers can sign up for prior to the tour.

You will be sent an invoice for the extra nights and any optional tour you signed up for after the tour is over.

## **Tour Cancellation / Refund Policy / Trip Insurance**

Up to 180 days prior to departure	\$150.00 processing fee will be charged
179 – 90 days prior to departure	Deposits become non-refundable
89 – 60 days prior to departure	25% of tour price becomes non-refundable
59 – 30 days prior to departure	50% of tour price becomes non-refundable
1 - 29 days prior to departure	100% of tour price becomes non-refundable
Exceptions will be addressed on a case by case basis.	

Also, any non-recoverable expenses are deducted from your tour payment before any refund. We encourage you to consider purchasing **trip insurance** for all tours and to provide proof of said insurance. However, should you choose not to obtain trip insurance we now require a **signed waiver** form on file which states that you're choosing not to obtain said insurance.

The waiver form can found at the bottom of these Tour Policies and Payment Information.

### **1. Definitions:**

This agreement is between the U.S. Lighthouse Society, herein after referred to as Society) and the Member signed up for any tour offered by the Society. The "Member" is any person whose name appears on the tour participant list and includes any accompanying minors, and any of their heirs, successors, assigns or representatives.

### **2. The Contract:**

The Member agrees that this Contract governs the relationship between the Member and the Society, regardless of the Member's age, whether the Member purchased the tour on his or her own behalf, and/or whether the tour has been held and/or presented by another person on behalf of the Member. The Member agrees that, except as expressly provided herein, this Contract constitutes the entire agreement between the Member and Society, and shall supersede and exclude any prior representations that may have been made in relation to the tour to the Member or anyone representing him/her by anyone, including but not limited to anything stated in the Society's brochures, advertisements, and other promotional materials or by third persons such as travel agents. No person other than the person(s) named in the Tour Contract can use the Tour Contract without the express written agreement of the Society. This Contract is only valid for the tour specified in the accompanying registration. The terms herein shall be binding upon payment of the tour fare by the Member and Member accepts and agrees to the terms even if no payment of the tour fare has been made. The rights, defenses, immunities and limitations of liability set forth herein shall inure to the benefit of the Society and all concessionaires, independent contractors or other service providers; affiliated with the tour.

### **3. Terms of Fare:**

**(a) Items Included in Fare:** The fare paid by the Member for this tour includes lodging, meals, transportation on vessels and coaches named in the itinerary associated with the tour. Meals do not include beer, wine, spirits or mineral waters, nor expenses incurred for other incidental or personal services/purchases. If governmental or quasi-governmental action beyond the control of the Society results in any element of such taxes and fees exceeding the estimates used by Society for purposes of computing the quoted amount, Society reserves the right to pass through the extra amount. The Member agrees that the Society shall not be liable to make any refund to the Member for tours that are wholly or partially unused by the Member except as otherwise expressly stated in this Contract, any law or government regulation to the contrary notwithstanding. Refunds shall be made as specified herein and in the cancellation policy section of the Terms and Conditions of the tour brochure, which policy is incorporated herein by reference.

### **4. Society's Rules and Regulations.**

**(a) Member's Agreement:** The Member agrees to abide by the rules of the Society, including, but not limited to, the rules and regulations particularly set forth below. The Member accepts that failure to do so constitutes a

material breach of this Contract which may subject the Member, as well as any accompanying Member(s), to involuntary termination of the tour without liability whatsoever to the Society for any refund or any other related loss or expense to the Member, and any accompanying Member(s).

**(b) Society's Right to Refuse or Revoke Members Participation on the Tour:** The Member recognizes and agrees that the Society reserves the right, without incurring liability of any kind, to refuse or revoke participation on the tour, any Member who, in the sole judgment of the Society or medical personnel, or law enforcement officials may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease, or for any other cause may endanger themselves or others, or become obnoxious to others. Any Member who is refused participation on the tour or otherwise denied any advertised benefit or service under this paragraph shall not be entitled to receive any compensation whatsoever and shall become liable for any resulting expenses incurred by the Society.

**(c) Tour Participants under 18:** Any tour participant under 18 years of age is considered a minor and must be accompanied by a Member 21 years of age or older.

**(d) Minors:** If the Member is an adult accompanying a minor or minors under the age of 18, and the adult Member is not a spouse, parent, or legal guardian of the minor(s), the adult Member must present an original Parent/Guardian Consent & Release Form, signed by both parents/legal guardians of the minor which authorizes the minor's travel, and further authorizes medical treatment in case of emergency. Failure to present any of the aforementioned documentation may result in being denied the right to go on the tour with no refund provided. When accompanying a minor or minors on the tour, the adult Member agrees to be the agent of such minor(s) for all purposes, to accept and maintain full responsibility for supervising and ensuring the safety and health of such minor(s) and to bear full responsibility for the actions of such minor(s). Member further ensures such minor(s) abide by the provisions of the Member tour contract, rules and regulations, and all applicable laws. The adult Member further agrees that the Society is not liable for injury to minor(s) in the adult Member's charge arising from the willful or negligent acts or omissions of other Members or persons who are otherwise not acting on behalf of the Society. The adult Member also agrees that under no circumstances will a minor be left unattended.

**(e) Special Medical Care; Fitness to Travel:** The Member acknowledges that medical care while on a tour may be limited or delayed and that the tour may travel to destinations where medical care is unavailable. Member further understands that there may be circumstances beyond Society's control which may prevent or delay a medical evacuation or disembarkation. The Member warrants that the Member, and those for whom the Member is responsible, are fit to travel. Any condition of the Member that may require special attention or treatment of any kind should be reported to the Society by the Member when a reservation is requested. Members with special needs are advised that certain international safety requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Members requiring the use of a wheelchair or mobility scooter must provide their own. For the convenience and comfort of such Members, they are strongly encouraged to bring a collapsible wheelchair or a mobility scooter that breaks down.

Our tours are physically active. Please prepare for walking on a variety of surfaces including uneven pavement, dirt pathways, cobblestones and stairs. You will be getting on and off coaches and boats and handling your own luggage. Hotels on international tours may be smaller than American standard and have fewer amenities. Some may lack air conditioning and elevators. Tour members requiring additional assistance must be accompanied by an able companion who can provide assistance.

**(f) Liability of the Member:** The Member shall indemnify the Society and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Member or those for whom the Member is responsible.

**(g) Religious Services:** Our schedules do not normally allow for members to attend religious services.

**(h) Smoking Policy:** No smoking or vaping is allowed where other tour members are present.

## **5. Limitations and Disclaimers of Liability:**

**(a)** The Member acknowledges that the Society is not an insurer of his or her safety during the course of the tour, and the Member agrees that the Society shall not be liable in any circumstances for any incident, injury or illness arising from events occurring on or outside of the tour.

**(b)** The Society disclaims all liability to the Member for damages for emotional distress, mental suffering or psychological injury of any kind not resulting from a physical injury to that Member, nor from that Member having been at risk of actual physical injury, nor intentionally inflicted by the Society.

**(c)** The Society shall not be liable for any injuries or damages which occur while participating in any athletic or recreational activities while on the tour.

**(d) Risk of Travel:** The Member admits and acknowledges that travel occasionally presents risks and circumstances that may be beyond the ability of the Society to reasonably control or mitigate. The Member's understanding includes all risks of travel, transportation, and handling of Members and baggage. The Member therefore assumes the risk of and releases the Society from any injury, loss, or damage whatsoever arising from, caused by, or in the judgment of the Society or Master rendered necessary or advisable by reason of: any act of God or public enemies; force majeure; arrest; restraints of governments or their departments or under color of law; piracy; war; revolution; extortion; terrorist actions or threats; hijacking; bombing; threatened or actual rebellion, insurrection, or civil strife; fire, explosion, collision, stranding or weather conditions.

**(e) Itinerary Deviation:** While every attempt is made to adhere to a tour's published itinerary occasionally it is necessary to make adjustments prior to or during a tour. The Member agrees that the Society has the sole discretion and liberty to direct the tour and to change the itinerary as necessary without prior notice and without incurring any liability to the Member on account thereof for any loss, damage or delay whatsoever, whether consequential or otherwise. Therefore, we cannot guarantee that any specific tour activity will ultimately be included. NO refund is given for tour changes.

**(f) Compliance with Government Orders:** The Society shall have the absolute right, without liability for compensation to the Member of any kind, to comply with governmental orders, recommendations or directions, including but not limited to those pertaining to health, security, immigration, customs or safety. In the case of quarantine, the Member agrees to bear all risks, losses and expenses caused thereby and will be charged for maintenance, payable day-by-day for the period of quarantine. The Member assumes all risks and losses occasioned by delay or detention howsoever arising.

## **6. Baggage and Valuables:**

**(a)** The term "baggage" means suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of clothing, clothing accessories, toilet articles, and similar personal effects, including all other personal property of the Member not in a container. The Society does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments, or other valuables, including but not limited to those specified in 46 U.S.C. § 30503. The Member warrants that no such items will be presented to the Society within any receptacle or container as baggage, and hereby releases the Society from all liability whatsoever for loss of or damage to such items when presented to the Society in breach of this warranty. The Society shall not be liable for any loss of or damage to any perishable items, dentures and/or other dental devices, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, jewelry, cell phones, clothing, electronic devices, cash, securities or

other negotiable instruments under any circumstances whatsoever, whether carried within the Member's baggage or otherwise.

#### **11. Travel Documentation:**

Upon embarkation, the Member shall have in his or her possession, and assumes all responsibility for obtaining, all visas, passports, certified birth certificates, travel and health documents required by any governmental authority, and if he or she fails to do so the Society shall have no further obligation to transport or to furnish transportation to the Member. The Member is advised to consult his or her travel agent or the appropriate governmental authority concerning required documentation for travel. The Member shall indemnify the Society for all penalties, fines, charges, losses and expenses imposed upon or incurred by the Society due to the Member's failure to have proper documentation or otherwise comply with applicable laws or regulations of any kind. Any stamps on tours, customs, excise or other taxes or fines on the Member or the Society resulting from the Member's conduct, embarkation expenses, and all expenses of such a nature are to be paid by the Member. If the Member is denied entry for failing to comply with the requirements of this paragraph, the Society shall not be liable to refund the Member's fare or for any other damages or expenses whatsoever.

#### **12. Use of Travel Agent:**

The Member agrees that any travel agent utilized by the Member in connection with the purchase of the tour or issuance of this Contract, or for any related or incidental air or ground transportation or excursions, is solely the Member's agent and the Member shall remain liable to the Society for the full applicable tour fare. The Society shall not be responsible for any representations, insolvency or other conduct of a travel agent, including but not limited to such agent's failure to remit any portion of the tour fare to the Society, or any refund to the Member. The Member agrees that receipt of any refunds or notices by the Member's travel agent, including this Contract, shall constitute receipt by the Member.

#### **13. Severability:**

Should any provision of this Contract be deemed invalid for any reason, the Member agrees that said provision is deemed to be severed from this Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

#### **16. Use of Member Likeness:**

The Member consents to Society's use and display of the Member's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. The Member's consent extends to minors and other persons in the care and charge of the Member. Member further agrees that any type of photograph or recording, in any audio or video format, of the Member, other Members, crewmembers, independent contractors, concessionaires, Member entertainers or any other third party onboard any of Society's vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Member for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of Society. Society is permitted to take any and all reasonable measures to protect Society and enforce this provision.

# United States Lighthouse Society Travel Protection / Travel Insurance Waiver

Name of Tour: \_\_\_\_\_

Start Date of Travel: \_\_\_\_\_

End Date of Travel: \_\_\_\_\_

Total Cost of Trip: \_\_\_\_\_

I have been advised to obtain travel protection / trip insurance by the United States Lighthouse Society for all tour participants.

As a reminder if you wish to obtain trip protections plans please purchase it within 14 days of your first tour payment.

**By my/our signature(s) below I / we decline to purchase travel protection / trip insurance. I /we understand that I / we are solely responsible for any cancellations penalties and out-of-pocket expenses incurred. I / we will also make my/our own separate travel, medical and any other provisions in the event of an emergency while I / we are traveling. I / we also understand that I / we are not protected from loss in the event of any travel vendor, travel supplier or any travel-related operator default. This waiver confirms that I / we voluntarily decline travel insurance and travel protection insurance for the trip described above. I / we understand I / we are solely liable for all airline fees, supplier fees, and agency fees that may apply and I / we hereby release United States Lighthouse Society and its agents from any all liability related to the trip described above.**

**I / we have read this document and understand the consequences resulting from my / our decision to decline trip protection and trip insurance.**

**This waiver must be signed by each adult traveler over 17 years old.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

# Parent / Guardian Consent and Release Form

Name and address of Minor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Whereas, \_\_\_\_\_ and \_\_\_\_\_ who are the parents of the above minor, fully agrees to allow said minor to travel internationally with the United States Lighthouse Society on a tour to \_\_\_\_\_, Dates of Tour \_\_\_\_\_ while accompanied by \_\_\_\_\_ who have agreed to be responsible for the above minor while travelling on this tour.

We the undersigned hereby consent to the above mentioned minors travel with the United States Lighthouse Society and agree to release and indemnify the United States Lighthouse Society from and against any and all liability caused by said minor.

We the undersigned hereby authorize and consent to the minors travel and further hereby authorize and consent for \_\_\_\_\_ and \_\_\_\_\_ to authorize any medical treatment for the mentioned minor that may be necessary or appropriate while on this tour.

The undersigned further agrees to be fully responsible for any and all medical expenses associated with the diagnosis, care and treatment of the minor, including emergency air ambulance evacuation.

We the undersigned acknowledge that the execution of this consent and release was freely and voluntarily made and that we the undersigned have read and understand this consent and release and fully agree to each and every term contained herein.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

Parent signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Parent signature: \_\_\_\_\_ Print Name: \_\_\_\_\_