

## Reservation Process, Liability Release & Responsibilities

Please read the following carefully as these are the terms and conditions associated with your travel program. Contracts are made with Act 1 Tours LLC (Act 1 Tours), a limited liability company formed under the laws of the State of Delaware. On receipt of a completed reservation form Act 1 Tours will issue a written confirmation letter and the contract will be completed and binding.

### Reservation Process

Complete the enclosed reservation form, with signatures from each of the travelers, and mail with a deposit check or credit card authorization to:

**Act 1 Tours**

**PO Box 1137, New York, NY 10159-1137.**

On receipt of the completed form and deposit you will receive a confirmation letter and request for further personal information. The latter should be completed and sent back by mail or fax within 14 days of receipt. The balance due will be notified to you in good time by a Statement of Account and is payable on the date indicated in the confirmation letter. Should the payment not be received by the due date, Act 1 Tours reserves the right to cancel the reservation and apply charges equivalent to 50% of the program price. No later than 2 weeks before departure, a detailed itinerary, trip notes and a list of participants will be supplied to you.

### Trip Cancellation/Interruption and Medical Insurance

is strongly recommended and coverage by Travel Guard is available at competitive rates through Act 1 Tours. A pre-existing medical condition waiver is included with some policies if purchased within 15 days of paying the initial deposit.

### Acknowledgement of Risk and Release from Liability

As part of the reservation form each traveler is required to acknowledge, by signature, the following statement:

"During the trip in which I will participate, certain risks and dangers may arise. These include, but are not limited to, acts of God, the hazards of traveling under unsafe conditions by boat, automobile, train, ship, aircraft or other means, the forces of nature and accident or illness in locations without ready access to medical treatment, transportation or means of rapid evacuation. Act 1 Tours shall not be responsible for any injuries, damages or losses caused to me in connection with any of the above, nor as a result of terrorist action, social or labor unrest, mechanical or construction failures, fires, diseases, local laws, climatic conditions or any actions, omissions or conditions outside the control of Act 1 Tours.

In consideration of the right to participate in the travel program and as part of the payment for the services arranged for me by Act 1 Tours, I do expressly agree to forever release, discharge, and hold harmless Act 1 Tours and its agents, employees, officers, directors, associates, affiliates and subcontractors against any and all liability, actions, debts, suits, claims, and demands of any kind which may hereafter arise out of, or in connection with the travel program arranged for me by Act 1 Tours. This shall serve as a complete release and express assumption of risk for myself, my heirs, assignees, administrators, executors, and all members of my family. 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 its conditions. I further agree that any legal dispute involving these travel services shall be heard only in the courts of the State of Delaware."

### Act 1 Tours' Responsibilities

Act 1 Tours is responsible for providing the services offered in the descriptive material for each travel program. While information is, to the best of Act 1 Tours' knowledge, accurate at the time of publication, it is recognized that changes beyond Act 1 Tours' control do occur and the right is reserved to implement those changes that will preserve the overall quality of the travel program. No guarantees can be provided for the seating and specific cast members initially advertised in the descriptive material with regard to performing arts events. The portion of the travel program that a client elects not to participate in is non-refundable.

Every effort will be made to confirm a travel program but, should numbers not be reached to ensure viability, the right is reserved to cancel, in which case there would be a full refund of deposits paid. Notification would be a minimum of 6 weeks before departure and Act 1 Tours can not be held liable for compensating the traveler for any non-refundable air reservations that may have been made. If travel is rendered not possible or advisable due to U.S. State Department Travel Advisory, Act 1 Tours will refund that portion of monies that have not been irrevocably committed to the travel program but will be under no further liability in such cases.

Act 1 Tours does not manage or control the various suppliers (e.g. airlines, hotels, restaurants, ground transportation, theaters, museums, etc.) that form part of the travel program but, should any part of the program not be provided to a reasonable standard, Act 1 Tours will compensate the traveler accordingly on receipt of a written notification, but the compensation may not exceed 25% of the value of the program.

### Client Responsibilities

The client is responsible for following the reservation process outlined above and providing the necessary personal information. While trip insurance is not mandatory, it is strongly advised, and the client is required to advise Act 1 Tours of the choice that has been made.

Due to the nature of the programs and the inclusion of active sightseeing, etc., Act 1 Tours regrets that participation is restricted to those able to walk, climb stairs and keep pace with the group. A positive acknowledgment of fitness is requested on the initial reservation form and Act 1 Tours reserves the right to refuse to carry anyone who has failed to disclose a condition that would be a disqualification.

Should there be dissatisfaction with any aspect of the program, this should be submitted in writing no later than 28 days following the end of the travel program.

At the time of submitting a reservation form you are confirming your acceptance of all the terms and conditions included in this statement of **Reservation Process, Liability Release & Responsibilities**. By this action you are voluntarily assuming all risks associated with the travel program.

### Cancellation

**The following statement may be superseded by the Reservation and Payment schedule listed on some tour itineraries. See payment terms on each itinerary.** Should it be necessary to cancel after the initial deposit has been processed and before 90 days in advance of the departure date, there will be an administration charge of \$500 to cover registration costs. Between 60 and 89 days, the charge will be the full amount of the deposit and, under 60 days, the total cost is non-refundable. Any cancellation notice should be in writing, either by mail, fax or email.

## Reservation Form

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Work or cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### Please complete or use check mark as appropriate.

Name of tour: \_\_\_\_\_

\_\_\_\_\_

Deposit per person \$ \_\_\_\_\_

I am/we are physically fit for travel \_\_\_\_\_

Double occupancy  one bed  two beds

I would like a single room at  
the supplement rate of \$ \_\_\_\_\_

I am sharing with \_\_\_\_\_  
who is reserving separately

### Trip Insurance: please check box(es).

I/We wish Act 1 Tours to arrange Travelguard trip  
cancellation insurance on my/our behalf.

DOB Traveler 1: \_\_\_ / \_\_\_ / \_\_\_ DOB Traveler 2: \_\_\_ / \_\_\_ / \_\_\_

Contact me with rates and detail.

I/We will arrange my own trip cancellation  
insurance.

I/We will not be taking out trip  
cancellation insurance.

Mail this completed form to:	<b>act1tours</b> PO Box 1137 New York, NY 10159-1137
	646.478.9740
or fax to:	

### Payment

Personal check  (Payable to Act 1 Tours)

Visa      MC      Amex      Discover

                

Name on card \_\_\_\_\_

#: \_\_\_\_\_

Exp: \_\_\_ / \_\_\_ 3 or 4 digit security code: \_\_\_\_\_

Billing address if different from above:  
\_\_\_\_\_  
\_\_\_\_\_

Amount authorized: \$ \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

**I/We have read and accept the attached  
Reservation Process, Liability Release and  
Responsibilities statement.**

\_\_\_\_\_  
Signature Traveler 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Traveler 2

\_\_\_\_\_  
Date