

**CUBA EDUCATIONAL TRAVEL and PETERS VALLEY SCHOOL OF CRAFT  
TERMS AND CONDITIONS OF TOUR PARTICIPATION**

These terms and conditions (the “Terms and Conditions”) govern your purchase of and participation in the Cuba guided tour trip (the “Tour”) as set forth in the registration form and itinerary attached hereto (collectively, the “Registration Form”). By submitting the Registration Form and paying the Deposit (hereinafter defined), you are expressly agreeing to these Terms and Conditions. These Terms and Conditions, together with the Registration Form, shall constitute a binding contract by and among you on the one hand, and Cuba Educational Travel (“CET”) and Peters Valley School of Craft (Peters Valley) on the other hand (the “Contract”). No changes to, waiver of, or addition to this Contract shall be effective unless agreed to in writing and signed all parties. Notwithstanding the foregoing, Peters Valley and CET reserve the right to revise the Tour itinerary from time to time without notice to you or need for your prior consent.

**1. PRICE:** The purchase price per person for the Tour shall be as set forth on the Registration Form (the “Purchase Price”). The Purchase Price is based on standard accommodations, and includes all taxes and service charges. Suites, superior rooms and other upgrades are available at an additional cost. Airfare to/from Cuba is not included in the purchase price. Unless otherwise agreed to in writing by you, CET and Peters Valley, the following items shall be included in the Purchase Price: (i) local ground transportation throughout the duration of the Tour; (ii) four star accommodations in Havana for five (5) nights; (iii) accommodations in a private guest house (a Casa-Particular) in Trinidad for two (2) nights; (iv) daily breakfast; (v) lunches and dinners as set forth in the itinerary; (vi) admission to all museums and public buildings as set forth in the itinerary; (vii) guest speaker fees; (viii) coordination of all activities set forth in the itinerary; (ix) pre-trip departure and relevant travel information; (x) Cuban health and evacuation insurance; (xi) a Cuban tourist visa; and (xii) compliance with applicable U.S. Treasury Department regulations in connection with your participation in the Tour. The Purchase Price expressly excludes: (i) airline baggage fees; (ii) airfare to and from Cuba (iii) arrival and departure transfers for individuals not arriving and departing on the designated group flights; (iv) food and beverages not included in the group meals as set forth in the itinerary; (v) trip cancellation/interruption insurance (health and evacuation insurance mandated by Cuba is included in airline ticket charge); (vi) Cuban airport departure tax; (vii) vaccinations and inoculations; (viii) deviations from the itinerary (i.e., optional tours); (ix) laundry, telephone, cable, internet or other personal expenses; (x) tips and gratuities to tour guide, driver, etc and (xi) other items not expressly listed as included.

**2. PAYMENT:** All Registration Forms must be accompanied by a deposit of \$1,000.00 per person (the “Deposit”). The balance of the Purchase Price is due no later than August 22, 2019. All payments, including the Deposit, shall be made by check, cashier’s check or money order made payable to Peters Valley School of Craft mailed to: Peters Valley, Attn: Cuba Trip, 19 Kuhn Road, Layton, NJ 07851 or by one of the following credit cards: Visa, MasterCard, American Express, and Discover, by filling out the credit card information on the Registration Form and mailing it to Peters Valley as stated above, or by emailing the credit card information to Jennifer Apgar, development@petersvalley.org. Credit card payments are subject to a three percent (3%) processing fee. CET and Peters Valley reserve the right to decline to accept or retain any person as a participant of the Tour at their sole and exclusive discretion.

**3. CANCELLATION POLICY:** No refund shall be issued for any portion of the Tour that is cancelled by CET or Peters Valley at their sole and exclusive discretion. CET and Peters Valley will make all commercially reasonable efforts to replace cancelled portions of tour with other tour items of equal value. **All cancellations by participants must be received by Peters Valley.** Neither CET nor Peters Valley shall be obligated to issue any refunds to cancelling participants. Notwithstanding the foregoing, CET and Peters Valley will use commercially reasonable efforts to issue refunds in accordance with the following schedule:

<b>Date of Cancellation</b>	<b>Refund per person</b>
On or before August 8, 2019	Full refund of the Purchase Price, less a \$150.00 surcharge per person
August 9, 2019 and August 22, 2019	Full refund of the Purchase Price, less the Deposit
After August 22, 2019	No refund will be issued.

In some instances, at Peters Valley and CET’s sole and exclusive discretion, a different traveler may take the place of a scheduled participant for a processing fee of \$350.00. Neither CET nor Peters Valley shall be liable for any penalties incurred by the purchase of a non-refundable airline ticket. All airline tickets purchased in connection with this Tour are subject to the individual airline carrier’s rules and regulations. No refunds shall be issued for any portion of the Tour that is unused by a participant.

**CHANGES TO ITINERARY:** Peters Valley and CET reserve the right to revise the itinerary from time to time at their sole discretion, without notice to you or need for your prior consent. Without limiting the generality of the foregoing, CET and Peters Valley reserve the right to substitute hotels according to availability or change itinerary dates and times as conditions warrant. If U.S. policy is altered to make it so that the trip is not compliant with U.S. law regarding travel to Cuba, a full refund will be granted. This will ONLY be the case if there is no legal avenue for travel to Cuba that would allow for the trip to move forward.

**4. INSURANCE:** Insurance of any kind, including, without limitation, travel and medical insurance, is not included in the Purchase Price. CET AND PETERS VALLEY STRONGLY RECOMMEND THAT YOU PURCHASE BAGGAGE AND TRIP CANCELLATION INSURANCE. Peters Valley and/or CET will provide assistance to any participant who reasonably requests assistance in obtaining such insurance.

**5. PASSPORTS AND VISAS:** A valid passport is required for all participants. Passports must remain valid for a period of at least six (6) months following the departure date of the Tour. It is your sole and exclusive responsibility to bring a valid passport on the Tour. Upon registration, you are required to furnish CET with an electronic scan of your passport. Please contact Peters Valley and/or CET with any questions regarding passport requirements. Neither CET nor Peters Valley shall be liable if your entry to Cuba is denied for any reason whatsoever.

**6. HEALTH AND SAFETY CONSIDERATIONS:** The Tour will require a significant amount of walking, standing and climbing stairs, often on uneven or rough terrain. You are responsible for ensuring that you are in physical condition that will permit you to participate in the Tour. No inoculations are required at press time for travel to Cuba but please check with local public health authorities for up to date information, including the U.S. Department of State – Bureau of Consular Affairs at <https://travel.state.gov/content/passports/en/country/cuba.html>. It is your sole and exclusive responsibility to obtain any inoculations required or suggested by your physician prior to travel.

**7. BAGGAGE:** Baggage shall be brought, carried, stored and left unattended at your own risk throughout the Tour. Neither CET nor Peters Valley is responsible for lost or damaged baggage. Baggage weight limits and fees are determined by your individual airline flight ticket/regulations.

**8. NAME/LIKENESS/IMAGE/VOICE RELEASE:** By submitting the Registration Form and Deposit, you hereby grant (and will cause all persons accompanying you on the Tour to grant) permission, without reservation, to CET and Peters Valley, jointly and severally, to photograph, film,

videotape, record and/or portray your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses (the "Material") in connection with the marketing and/or promotion of the Tour, and the general products and services offered by CET and/or Peters Valley. You further grant (and will cause all persons accompanying you on the Tour to grant) permission to CET and Peters Valley to file copyright applications in the Material in their respective names or in any other name, and to use, incorporate, broadcast, distribute, publish, alter and/or edit the Material and/or your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses in whole or in part, severally or in conjunction with other material for any purpose and in any manner whatsoever as CET or Peters Valley so chooses in any and all media, now known or hereafter devised, throughout the universe and in perpetuity. Notwithstanding the foregoing, neither CET nor Peters Valley has any obligation to use the Material, or your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses. You hereby release (and will cause all persons accompanying you on the Tour to release) CET, Peters Valley and their respective parents, affiliates, employees, shareholders, officers, directors, members and representatives (collectively, the "Releasees") from, and covenant not to sue the Releasees for, any and all claims or causes of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to CETs' or Peters Valley use of the Material or their exercise of any of the rights referred to herein. You hereby agree (and will cause all persons accompanying you on the Tour to agree) to indemnify, defend and hold the Releasees harmless, from and against any liabilities, losses, claims, demands, costs (including without limitation attorneys' fees) and expenses arising in connection with any breach or alleged breach by you (or any persons accompanying you on the Tour) of any of the above terms and conditions in this Section 9.

**9. LIMITATION ON LIABILITY:** CET and Peters Valley are acting solely as intermediary agents for the travel suppliers providing means of transportation, hotel and/or all other related travel services being purchased (the "Third Party Providers"). CET and The Peters Valley therefore shall not be liable or responsible for any injury, illness, loss or damage to any person or property or additional expense involved with travel resulting from acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure, diseases, mechanical difficulties, failure of any means of transportation to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transportation or hotel services or any other matter or event over which CET or Peters Valley have no control; or for any state of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment or medical services existing at any travel

destination. By embarking upon this Tour, you voluntarily assume all risks involved with such travel, whether expected or unexpected. By submitting a Registration Form and the Deposit you hereby consent to these Terms and Conditions on your own behalf and on behalf of all persons accompanying you on the Tour. Your participation in the Tour is also subject to such additional terms and conditions as the Third Party Providers may impose. Neither CET nor Peters Valley shall be liable for any funds received from you and paid over to any Third Party Provider which subsequently becomes insolvent or files any bankruptcy or similar proceedings or fails to deliver services. You acknowledge and agree that delays, cancellations and overbooking by participating Third Party Providers may occur on air flights, cruises and land reservations. CET and Peters Valley shall not be liable or responsible for the acts or omissions of Third Party Providers. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL CET OR PETERS VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL CET OR PETERS VALLEY'S LIABILITY EXCEED, IN THE AGGREGATE, THE TOTAL PURCHASE PRICE, IF ANY, RECEIVED BY CET FOR THE TOUR.**

**10. APPLICABLE LAW AND FORUM.** This Contract shall be governed by the laws of the State of New York without regard to conflicts of law rules. Any disputes hereunder shall be resolved in the courts of the State of New York, County of New York.

**11. GENERAL PROVISIONS.** This Contract shall constitute the entire agreement among you, CET and PETERS VALLEY. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision of this Contract. The headings contained herein are for purposes of convenience only and shall not control or affect the meaning or construction hereof.

**ACKNOWLEDGED AND AGREED:**

\_\_\_\_\_  
(Your signature)

\_\_\_\_\_  
(Print your name)

\_\_\_\_\_  
(Date)