



Terms and Conditions

Luxe Getaway Co. is a full-service travel agency specializing in crafting unforgettable vacations. From an adult-only escape to planning a romantic wedding or honeymoon to a fun filled family adventure – let us create your dream getaway! The terms “we”, “us”, “Luxe Getaway Co.”, and “Luxe Getaway” refer to Luxe Getaway Co. LLC, a Texas limited liability company and an independent affiliate of Travel Planners International. The term “you”, “guest”, “traveler” or “participant” refers to the person making a booking with us and all members of their group.

CONTRACT. We draw your attention to the terms and conditions of travel herein, which include all brochures, documents, correspondence, and the terms and conditions of our Suppliers (as herein defined) and form the basis of our legally binding contract with you (“Terms and Conditions”). Before making a booking with us or paying any of our planning fees, you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By making any payment to Luxe Getaway or participating in any of our travel experiences, you are accepting all of the Terms and Conditions set forth herein (including the Cancellation and Chargeback sections) and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it. *If you do not agree with any part of these Terms and Conditions, you must not make a booking with us or pay us in connection with our travel-related services.*

If you are making a booking as a group/family, the travel leader of the group/family is responsible for sharing these Terms and Conditions with all members of the group/family for whom they are making a booking and is financially responsible for the booking. Luxe Getaway will not be liable for a travel leader’s failure to share these Terms and Conditions with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct.

1. **VIOLATIONS BY YOU.** You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel-related product or service.

2. **CHANGES TO THESE TERMS AND CONDITIONS.** Luxe Getaway reserves the right, in our sole discretion, to change these Terms and Conditions at any time and without notice. Updated versions of the Terms and Conditions will be posted here on this website and are effective immediately on posting. The current terms will apply to your booking. You must therefore be familiar with the terms in effect at the time you book. Your continued use of our services, including continuing to use or maintain any bookings after any changes to these Terms and Conditions, constitutes your consent to any changes.

3. **SCOPE/AGENCY.** Luxe Getaway does not provide, own, manage, operate, supervise or control the travel services and products that are or may be provided as part of your trip, such as flights, accommodations, cruise, rental cars, packages, or travel insurance (the “Travel Products”). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties such as destination management companies, airlines, hotels, cruise lines, and tour operators (the “Suppliers”). The Suppliers are solely responsible for the Travel Products as well as any and all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa

credits, in-room amenities, etc. The Supplier's terms, conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Luxe Getaway does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Luxe Getaway acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers' benefit, and on the express condition that Luxe Getaway shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith. ***Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.***

4. **BOOKING/PAYMENT; SERVICE FEES.** When you are ready to start your next travel adventure simply contact us for a complimentary consultation either by email, phone or by filling out the contact information on the website at <https://www.luxegetawayco.com>. Together, we will discuss your travel wants and needs. Our itineraries take many hours of planning and work to create the unique experience we aim to give our travelers. Your booking will be confirmed following our receipt of the requested traveler information and your applicable NON-REFUNDABLE deposit. After booking you will receive your final itinerary, an invoice with payment information, and other important travel information. The invoice will contain a breakdown of the elements of your booking and is subject to change until you receive confirmation that your travel is booked. Some Suppliers will require a larger deposit, or payment in full, to hold your booking and you will be notified of the amount required. You must also execute a legally binding payment authorization in connection with your travel purchases.

If you decide that Luxe Getaway is the right fit for planning your customized trip, you will pay the trip deposit (if required by Luxe Getaway or its Suppliers), as well as our NON-REFUNDABLE planning fee which is determined based on the complexity of your trip, in our sole discretion, for custom itinerary creation and travel planning support. Our customized planning fee, if any, for your trip, is NON-REFUNDABLE even if you cancel your trip or decide not to book. Please note that your customized proposal is valid for thirty (30) days and is not guaranteed until a deposit is made and may change at any time based upon supply and demand.

We can assist with airfare reservations but if you independently purchase your airfare, you must not make any air reservations until you receive confirmation of your booking. Travelers who independently purchase airfare prior to receiving Luxe Getaway's written booking confirmation do so at their own risk and are solely liable for any resulting change fees, penalties, or losses related to said booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies and Luxe Getaway will not be liable for any change or cancellation fees or other additional costs you incur with the air carrier.

After your booking is processed, we will provide you with instructions for payments and all due dates. While Luxe Getaway may send out a payment schedule reminder, it is the traveler's sole responsibility to make all payments in full and on time as required by the applicable travel Supplier. Failure to make any payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Further, you are only entitled to request or make changes to your itinerary as stipulated in the Changes and Cancellation section below. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional monies in order to accomplish said changes.

Any and all fees relating to our travel planning services, including without limitation planning fees, revision or change fees, and cancellation fees (collectively, "Service Fees"), if any, are NON-REFUNDABLE and must be received in full by Luxe Getaway before any proposal or itinerary is presented.

Please review all correspondence and documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours with any corrections.

5. AIRFARE.

DISCLAIMER. Your contract for airfare is with the air carrier, inclusive of domestic, international and charter flights, and subject to its terms, conditions and policies and we will not be liable for any fees or expenses, including without limitation, change fees, cancellation fees or any other additional costs you incur with the air carrier. For charter trips/flights, please be aware the charter operator can legally change, with limited notice, departure times up to forty-eight (48) hours, and flights advertised as non-stop may be changed to make intermediate stops. Suppliers can substitute types of aircraft and even airlines and are generally not responsible for baggage delays/losses and have very stiff cancellation penalties. In addition, frequent flyer miles may or may not be accrued and advance seat assignments are frequently not available. Luxe Getaway is not responsible or liable for any costs incurred with any changes resulting from any flights.

RE-CONFIRM YOUR FLIGHT. We advise you personally to re-confirm your flight schedule within twenty-four (24) hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online twenty-four (24) hours prior to departure. It is recommended that you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights.

BAGGAGE FEES. Baggage and personal effects are at all times the sole responsibility of the traveler. Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees and information. Luxe Getaway is NOT responsible for additional fees incurred for baggage.

HAZARDOUS MATERIALS. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples include Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radioactive materials. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. Restrictions on hazardous materials and other prohibited items are listed at: <http://www.tsa.gov/traveler-information/prohibited-items>.

INSECTICIDE NOTICE. Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <https://www.transportation.gov/airconsumer/spray>.

6. **TRAVELER INFORMATION.** We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' respective passports. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.

7. **PAYMENT METHODS/CHARGEBACKS.** Payments will be processed through a secure online system and can be made via major debit and credit cards including Visa, Mastercard, American Express and Discover, and ACH bank transfers, as applicable. Travelers must provide us with a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is a legally binding agreement for us and/or the Supplier to process payment and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. Additionally, you agree not to make any improper chargebacks.

In certain cases, you can dispute charges with credit card and other payment facilitation companies ("chargebacks"). Before initiating a chargeback, the traveler must send an email to meagan@luxegotawayco.com concerning any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. Luxe Getaway retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees, related to improper chargebacks and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card (this does not include credit card fraud).
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Luxe Getaway or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your trip.

8. **PRICE AND RATE CHANGES.** The price listed in your proposal will be based on known costs at the date of issue of the proposal. All prices we advertise are accurate at the date issued, but we reserve the right to change any of those prices from time to time as the Suppliers adjust the prices. Prices that include costs for fuel and local taxes that are estimated at the date of issue and are subject to change. At the time of booking confirmation, we will provide you with an invoice reflecting the current price and particular inclusions.

Upon payment of your deposit, as required, and any Service Fees, and confirmation of your booking, your price will be locked in with the exception of any increases or decreases resulting from fuel, airport charges, scheduled air fares and other transportation-related charges which form part of your contract with the Supplier, dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes, port fees, or fees payable for services. We reserve the right to add a supplement to your travel prices if our costs to supply your travel increase and will forward a new invoice reflecting any changes made. Subject to the foregoing, after final payment your price is locked in.

Luxe Getaway reserves the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware, and of the adjustment in price, if any, at the time of your booking.

9. CHANGES AND CANCELLATION BY TRAVELER.

CHANGES BY TRAVELER. Since changes may be considered cancelled services, additional cancellation penalties may apply. Changes are subject to additional Supplier charges, are based on availability, and may incur additional fees. Changes to airfare or other ticket contracts including cruise lines, are subject to the applicable Supplier's terms and conditions.

CANCELLATION BY TRAVELER. Cancellation of travel must be made in writing at meagan@luxegotawayco.com and is effective from the date we receive the written notification. Service Fees paid to us prior to cancellation are always NON-REFUNDABLE. All Suppliers have their own cancellation policies, which apply to your booking, and may involve additional charges or fees to you. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the Supplier's terms and conditions. If you are entitled to a refund, please note that the Supplier is solely responsible for this refund, not Luxe Getaway. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a Supplier's failure to pay a refund or issue a voucher or credit in lieu of a refund, or for Supplier bankruptcy or insolvency. Airline tickets are governed by the applicable air carrier's terms, conditions, and policies, and we are not responsible for any air carrier's decision regarding refund. Cancellation policies for cruises vary by cruise line. We will use commercially reasonable efforts to facilitate the Supplier providing you with a refund, credit or voucher but we cannot guarantee the same. *By agreeing to our booking terms and conditions, you acknowledge that any refunds or credits authorized by the applicable travel Supplier at any point after the time of purchase, will be issued in the form of currency in which original payment was made.*

In addition to any applicable travel Supplier change and/or cancellation fees/penalties, Luxe Getaway, in our sole discretion, may charge a change and/or cancellation fee per traveler/ per booking.

IMPORTANT NOTE: If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we **strongly recommend** the purchase of a comprehensive travel protection plan.

10. **CHANGES AND CANCELLATION BY SUPPLIER AND/OR LUXE GETAWAY.** We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, Luxe Getaway and its Suppliers reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to ports of call and embarkation schedule, hotels and accommodations of comparable quality, air schedule or surface transportation changes (e.g., drivers and guides), security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on a trip. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Luxe Getaway cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

11. **NO REFUND FOR UNUSED ARRANGEMENTS.** As Luxe Getaway's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while your trip is in progress, there is no refund for the unused portion. In addition, if you arrive late to any part of the trip, all costs required to reach and join the activity in progress will be at your own expense.

12. **FORCE MAJEURE.** Luxe Getaway assumes no liability for any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: natural disasters, fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, or any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, changes of schedules or operational decisions of air carriers, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics (including, without limitation, COVID-19), or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Luxe Getaway that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions ("force majeure"). In circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (it being under no obligation to do so), we will refund these to you without any charge by Luxe Getaway.

13. **TRAVEL PROTECTION/INSURANCE.** Travel Protection Coverage is NOT included in the cost of your trip unless purchased as part of a package offered by a Supplier and accepted by you. It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection/Insurance Coverage is **strongly recommended**, and such plans should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection/insurance plans can help protect you in the event of loss of NON-REFUNDABLE trip deposits and any other payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for costs related to, and not limited to, medical emergencies (including costly medical evacuation and repatriation costs), delayed or missed connections and baggage delay/loss. Travel protection/insurance plans, which may include Cancel For Any Reason coverage, should be purchased in close conjunction with your travel purchase.

While Luxe Getaway may recommend travel insurance options for you to choose from, we are not liable for any issues that result with said travel insurance options. Luxe Getaway is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel coverage plans. Luxe Getaway cannot evaluate the adequacy of the prospective insured's existing insurance coverage and cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer's policy and makes no representations about the extent of coverage for any policy it may offer or quote. Any and all cancellation fees will not be accepted as part of your claim. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Luxe Getaway cannot be held responsible for denied entry if a traveler is unable to provide such details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate insurance coverage, Luxe Getaway will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

14. DESTINATIONS AND DOCUMENTATION. Travel to certain destinations may involve greater risk than others. Luxe Getaway urges travelers to remain informed daily as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to destinations can be found at <https://travel.state.gov/content/travel.html> and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are following all requirements for admittance into that country, including without limitation any COVID-19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>. **Should you choose to travel to a country that has been issued a travel warning or advisory, Luxe Getaway will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Visas are required when they apply. U.S. citizens traveling to the United Kingdom (UK) for short visits, tourism, or business, including those just passing through UK airports, will need an Electronic Travel Authorization (ETA) if they do not have a UK visa or legal residency in the UK or the Republic of Ireland. You can find out if your international destination requires a visa and how to apply at <https://www.usa.gov/visas-citizens-traveling-abroad>. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Luxe Getaway strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. **Please visit www.travel.state.gov or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.**

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Luxe Getaway shall not be liable for any losses, expenses, or refunds to you or anyone in your group.

In addition, recommended inoculations and vaccinations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

YOU ACKNOWLEDGE ANY FAILURE TO STRICTLY COMPLY WITH THESE REQUIREMENTS MAY RESULT IN DENIED BOARDING OR AN UNDUE DELAY AT AN AIRPORT SECURITY CHECKPOINT CAUSING TRAVELER TO MISS FLIGHT(S), AND SUBSEQUENT SCHEDULED TRAVEL BOOKINGS TRIPS. LUXE GETAWAY BEARS NO RESPONSIBILITY FOR ADVISING AND/OR OBTAINING REQUIRED TRAVEL DOCUMENTATION FOR YOU, OR FOR ANY DELAYS, DAMAGES, AND/OR LOSSES INCLUDING MISSED PORTIONS OF YOUR VACATION RELATED TO IMPROPER DOCUMENTATION OR GOVERNMENT DECISIONS ABOUT ENTRY.

15. **NON-RESPONSIBILITY.** Luxe Getaway and its members, managers, president, owners, employees, affiliates, agents, and representatives (“Representatives”) use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Luxe Getaway is an independent contractor and is not a Representative of any of these Suppliers. Luxe Getaway does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not Representatives of Luxe Getaway. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Luxe Getaway, nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Luxe Getaway including in the event any third-party providers or healthcare professionals seek to assist with medical or other help and we are not liable for any costs or missed activities in relation to said assistance. Luxe Getaway assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Luxe Getaway assumes no responsibility or liability for personal property; and Luxe Getaway shall be entirely relieved of any obligations under these Terms and Conditions in the event of any force majeure. Luxe Getaway accepts no responsibility for lost or stolen items. Traveler understands and agrees that Luxe Getaway shall only be subject to limited recovery in the amount of commissions and/or fees Luxe Getaway earned and received from traveler’s booking and nothing more.

16. **ASSUMPTION OF RISK/WAIVER.** The travel that you are undertaking in connection with your trip inherently involves risks, some in remote areas of the world. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Luxe Getaway and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics, infectious diseases, etc.), physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; equipment malfunctions; or a lack of safety features and/or failure to utilize any safety features.

Traveler understands the description of these risks is not complete and acknowledges that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip and in consideration of the services provided by Luxe Getaway, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel and is voluntarily participating in said travel with the knowledge that there are significant dangers involved, and hereby agrees to accept any and all risks. FURTHER, TRAVELER HEREBY ACCEPTS AND ASSUMES

FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF LUXE GETAWAY AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE LUXE GETAWAY AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF LUXE GETAWAY AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE LUXE GETAWAY AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING LUXE GETAWAY. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

17. **INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless Luxe Getaway and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Luxe Getaway or its Representatives (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) your breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your acts or omissions, including any damage caused by you to persons or property while participating in the trip, (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

18. **HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Luxe Getaway will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the ADA and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Luxe Getaway at the time of booking of the status and identity of their non-discounted, fully paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, Luxe Getaway shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone you travel with.

For the safety of our guests, Luxe Getaway reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

19. **YOUR BEHAVIOR.** Each traveler in any trip planned by Luxe Getaway is expected to act responsibly and adhere to all behavior guidelines established by our Suppliers. All Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund. When you book with Luxe Getaway, you accept responsibility for any damage or loss caused by you or anyone traveling with you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a

trip, or any portion of a trip. You agree not to hold Luxe Getaway or any of its related entities liable for any actions taken under these Terms and Conditions.

20. PHOTOGRAPHIC/VIDEO LIKENESS AND FEEDBACK. Traveler hereby gives consent and grants to Luxe Getaway a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs and/or videos of the trip or traveler in any form of media without obtaining further consent and without compensation, solely for the purposes of marketing our trips. Each traveler releases Luxe Getaway and its Representatives from any liability in connection with any use of such photographs and/or video. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video removed from our website or social media, please request said removal per the email below.

21. GOVERNING LAW AND VENUE. These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Lynn County in the State of Texas.

22. CLASS ACTION WAIVER AND LIMITATION OF DAMAGES. YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST LUXE GETAWAY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. LUXE GETAWAY SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES, AND YOUR PAYMENT OF A DEPOSIT ON A TRIP MEANS THAT YOU AGREE TO THESE CONDITIONS OF SALE AND EXPRESSLY WAIVE ANY RIGHT TO PUNITIVE DAMAGES. YOU FURTHER AGREE THAT IN NO EVENT SHALL LUXE GETAWAY'S LIABILITY TO YOU (OR ANY MEMBER OF YOUR TRAVELING PARTY, OR YOUR/THEIR HEIRS, SUCCESSORS AND ASSIGNS), FROM ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, EQUITY, OR OTHERWISE), EXCEED THE AMOUNTS PAID TO LUXE GETAWAY FOR THE SERVICES LUXE GETAWAY PERFORMED AND PROVIDED TO YOU IN CONNECTION WITH THESE TERMS AND CONDITIONS, AND THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THESE TERMS AND CONDITIONS BY LUXE GETAWAY.

23. JURY WAIVER AND NOTICE OF CLAIM/INTENTION TO COMMENCE ACTION. YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST LUXE GETAWAY UNLESS YOU HAVE FIRST PROVIDED A WRITTEN NOTICE OF CLAIM TO LUXE GETAWAY WITHIN THIRTY (30) DAYS AFTER THE TRIP OR CANCELLATION OF THE TRIP, FURTHER PROVIDED THAT YOU AGREE TO FILE SUIT WITHIN ONE (1) YEAR OF THE INCIDENT AND YOU ACKNOWLEDGE THAT THIS EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR..

24. ELECTRONIC COMMUNICATIONS. You consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

25. ENTIRE AGREEMENT & SEVERABILITY. These Terms and Conditions, including the terms and conditions of our Suppliers, and any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Luxe Getaway. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision.

26. MISCELLANEOUS. These Terms and Conditions shall be written in, and all other communication under or in connection with these Terms and Conditions shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party. The provisions of these Terms and Conditions, which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise)

shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

27. CONTACT US. Luxe Getaway Co. welcomes your questions or comments regarding your trip:

Email: meagan@luxegotawayco.com

Attn: Meagan Wied; Owner

Phone: 713-614-2874

SELLER OF TRAVEL: Florida ST#17873 - California ST# #2063964-50 – Washington ST# 2063964-50