



**Client's Passport Information: Please provide the Passport Number and Expiration Date**

The Transportation Security Administration (TSA) requires that information known as Advanced Passenger Information (API) to be entered into all airline records in advance of air travel. Please provide the following information in the section below, so that this information is correctly entered. A passport is mandatory for all air travel to destinations outside of the United States and its Commonwealth and Territories. The U.S. Passport Card can be used to enter the United States from Canada, Mexico, the Caribbean and Bermuda at land border crossings or seaports of entry, but if in a situation where you must fly home from a foreign port off of a cruise, a passport is mandatory. Passports must have a validity of at least 6 months beyond dates of travel. **Please include a copy of the front page of your passport (Signature Page) or a copy of your Passport Card in the fax or email scan.**

**Traveler One:**

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

Issuing Authority and Location: \_\_\_\_\_

**Traveler Two:**

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

Issuing Authority and Location: \_\_\_\_\_

**Traveler Three:**

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

Issuing Authority and Location: \_\_\_\_\_

**Traveler Four:**

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

Issuing Authority and Location: \_\_\_\_\_

**Client's Mailing Address:**

\_\_\_\_\_  
Street Address City, State ZIP

**Client's Billing Address for the credit card if different from the mailing address:**

\_\_\_\_\_  
Street Address City, State ZIP

**Client's Phone Numbers**

( ) \_\_\_\_\_ (Home)

( ) \_\_\_\_\_ (Cell Client 1) ( ) \_\_\_\_\_ (Business Client 1)

( ) \_\_\_\_\_ (Cell Client 2) ( ) \_\_\_\_\_ (Business Client 2)

**Client's Email Address** - Please provide at least one email address and one alternate email address, so all information can be copied to all members of the traveling party

Client One Personal: \_\_\_\_\_

Client One Business: \_\_\_\_\_

Client Two Personal: \_\_\_\_\_

Client Two Business: \_\_\_\_\_

**Emergency Contact**

Traveler One - Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number \_\_\_\_\_

Traveler Two - Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number \_\_\_\_\_

Traveler Three - Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number \_\_\_\_\_

Traveler Four - Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number \_\_\_\_\_

Payment Information: (Check Next to the form of payment.) If multiple credit cards are being used, list each one separately and how much to be applied to each one and if it is a deposit, final payment, or full payment.

Form of payment:  Credit/Debit Card  Check  Cash

Credit Card# 1: \_\_\_\_\_/ Expiry Date: \_\_\_\_\_

CVV (Security Code): Generally, a 3-digit code is located on the back of Visa, MasterCard and Discover credit cards or located on the front of the American Express cards. There are exceptions with various credit card companies. \_\_\_/ \$ \_\_\_\_\_

Credit Card# 2: \_\_\_\_\_/Expiry Date: \_\_\_\_\_ CVV (Security Code):  
\_\_\_\_\_/ \$ \_\_\_\_\_

Signature for credit card payment 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for credit card payment 2: \_\_\_\_\_ Date: \_\_\_\_\_

*A signature is required for all payment authorizations, whether deposit, final payment, or full payment before any charges for services will be accepted. If multiple credit cards are used and each is under a different name, each person must provide their signature.*

**The travel products and services being purchased may be subject to additional surcharges, cost increases, and fees imposed by individual travel suppliers or government entities after the purchase date. I understand that I may be charged these post-purchase amounts for reasons varying from currency exchange fluctuations to fuel surcharges and new travel taxes. I consent to these post-purchase price increases and authorize Wandering Puffin LLC to charge my credit card for these amounts.**

**Credit Card Bookings:** Credit cards are welcome. Please be aware that the charge on your bank statement will either be "Wandering Puffin LLC" or the name of the supplier. We will let you know this at the time of payment. While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click/signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks. In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Wandering Puffin LLC retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right 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 any such chargeback claims:

- 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 Wandering Puffin LLC or the Supplier.
- Chargebacks resulting because you do not agree with any part of our Terms and Conditions, including without limitation the cancellation policies.

**Pricing:** Price quotes are applicable to the date and time at which they are requested. Quotes in foreign currency are subject to fluctuations in exchange rates and international credit card issuer fees. Wandering Puffin LLC is not responsible for any increases due to fuel surcharges, government-imposed taxes/fees, or supplier-imposed increases.

Final payments not received prior to the due date above will incur a \$100 per person late fee. All reservations are subject to cancellation and penalties as described below if payments are not received on the due date. Late fees are not covered by the travel insurance and are always non-refundable. We reserve the right to refuse a booking without giving any reason in our sole discretion and shall in that event return any deposit received.

Signature- Credit Card Payment for Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature- Credit Card Payment for Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

**Travel Verification**

I \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_ have reviewed the dates, times, and reservations made  
on my behalf by Wandering Puffin LLC and agree that they are correct and accurate. I understand that Wandering Puffin LLC is  
not responsible for any cancellation, errors, or omissions on my behalf or on the behalf of vendors providing travel services as a  
result of these reservations. I authorize the charges to be made on behalf of the vendors for said travel services.

Signature for Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 4: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature of all travelers of legal age REQUIRED)

**Trip (Travel) Insurance/Travel Protection Notification**

Trip insurance, also known as Travel Insurance, is strongly recommended by Wandering Puffin LLC to protect clients from certain situations that could cause this trip to be cancelled, interrupted, and/or delayed resulting in the loss of time and monies. Please see the trip/travel insurance section of our Terms and Conditions for additional details concerning trip/travel insurance.

Wandering Puffin LLC has explained the benefits of and reasons for having trip (travel) insurance and has offered me the opportunity to purchase trip (travel) insurance through Wandering Puffin LLC either as a separate component or through the cruise or tour operator as part of a package.

By signing the agreement to purchase trip (travel) insurance through Wandering Puffin LLC below, the client agrees that the given credit card on the payment information will be used for purchase of said trip (travel) insurance policy, unless client authorizes in writing another form of payment.

Please check one of the following boxes and then each client must sign below:

I hereby waive the purchase of trip (travel) insurance. I understand that Wandering Puffin LLC will be held free of any claims made as part of this transaction.

Signature for Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 4: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby accept the purchase of trip (travel) insurance. I agree to all of the terms and conditions of the insurance program and policy.

Signature for Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 4: \_\_\_\_\_ Date: \_\_\_\_\_

Travel Planning Consultation and Fee/Retainer - After the initial consultation, be it by phone or in person and presentation of an initial itinerary and estimated quote via email word document, the Sales Contract must be completed and submitted along with the fee of \$1000.00 or 15% of the estimated Trip Cost, whichever is greater and is NON-REFUNDABLE as planning a custom travel adventure for you takes enormous time and effort. We spend hours planning and arranging your unique travel adventure for you using many different resources for over 25 years of professional travel planning experience. This fee covers time in consultation, research, pricing, and support before during and after travel. This fee may be paid via PayPal, account: jebachrach@gmail.com, and confirmed via email upon receipt, via credit card with client's written authorization via Wandering Puffin's LLC's merchant account or by check. The check must be received and cleared before doing any additional work on your travel arrangements. This is a flat fee, not a per person fee, so if two people or more traveling on the same exact itinerary, for example this fee may be split among the travelers, but the fee must be received before any additional work is completed. The fee is payable whether or not you make a final booking us. The retainer includes the following services:

- Access to Wandering Puffin LLC via email and scheduled calls prior to travel with reply by Wandering Puffin LLC with 48 hours to 72 hours, but generally sooner
- Emergency Contact Numbers
- 24/7 concierge service before, during and after your trip

Exception - If there are different families originating from different locations in the country (not within the same state or actual departure city - i.e. a family living in Wisconsin that may be traveling with a family from Minnesota, but all members of the party leaving from Minneapolis - St. Paul International Airport) with the potential of different arrangements with the same itinerary, a travel planning fee will be charged of each family of \$1000.00 or 15% of the total trip cost, but this is subject to the complexity of the itinerary and will apply solely at the discretion of Wandering Puffin LLC. Additional fees from the vendors used by Wandering Puffin LLC may apply and will be noted in each quoted component of your travel itinerary, if applicable as including all taxes and fees.

### **Cancellation Policy After Payment of Any Kind Is Applied to the Trip**

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We charge an upfront, NON-REFUNDABLE service fee covering all land arrangements, which may include hotels, car rentals, transfers, and coordinated travel documents. In addition, if the airline tickets are purchased outside a package, a NON-REFUNDABLE ticketing fee will apply. If your travel arrangements are canceled or postponed by a travel supplier due to COVID-19 or any other pandemic or any other reason, we will try to assist you with refunds or alternate arrangements, a fee will apply. If your travel arrangements are canceled or postponed by the customer due to COVID-19 or any other pandemic or any other reason, we will try to assist you with refunds or alternate arrangements, a fee will apply. If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, a fee will apply. We do not guarantee any refunds or successful rebooking with the vendor. All service, ticketing, change or any other fees described herein are NON-REFUNDABLE.

If the trip arranged by Wandering Puffin LLC through the vendor(s) is cancelled after a deposit or final payment is applied, Wandering Puffin is authorized by the client to charge a NON-REFUNDABLE fee in the amount of \$1000.00 or 15% of the total amount paid to date of cancellation, whichever amount is higher. This cancellation fee in addition to any fees applied by the vendor(s) used to secure the travel services. These cancellation fees are non-refundable and non-negotiable unless approved by Wandering Puffin LLC.

I understand that the cancellation fees apply for any cancellation of the trip arrangements and authorize the charging of the cancellation and/or change fee(s) as set forth above by Wandering Puffin LLC and the vendor(s) used to secure these travel arrangements.

Signature for Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 4: \_\_\_\_\_ Date: \_\_\_\_\_

The following information is requested by Wandering Puffin LLC to help in expediting the travel arrangements.

Frequent flyer numbers for the airlines:

List all airlines, numbers and to which member of the traveling party they belong:

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Any car rental, hotel, or cruise line loyalty program numbers:

List the companies, numbers and to which member of the traveling party they belong:

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If you have a seating preference on the airlines, and although not guaranteed, Wandering Puffin LLC will do the best to get you those seats. Please note that some airlines offer upgrades for a fees and other charge for preferred seating depending upon your status with the airline. Please circle your preference.

Client 1 - Window/Aisle Client 2 - Window/Aisle

Client 3- Window/Aisle Client 4- Window/Aisle

Car Rental Information:

Manual (pertains to foreign destinations) – Automatic

Vehicle Size- Economy- Compact- Intermediate-Full- Minivan SUV- Convertible





## **ADDITIONAL TERMS AND CONDITIONS**

### **REPRESENTATIONS AND WARRANTIES OF TRAVELERS; VIOLATIONS BY YOU**

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group 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. 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.

### **MODIFICATIONS TO THESE TERMS AND CONDITIONS**

Wandering Puffin reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Upon making changes, we will notify you via the email address you provide to us at booking. The Terms and Conditions in effect at the time of your booking will apply to your booking. You must therefore be familiar with the Terms and Conditions in effect at the time you book. Your continued use of our services, including continuing to use or maintain any bookings after notice of any changes to the terms and conditions, constitutes your consent and agreement to any changes.

### **LIABILITY**

Wandering Puffin shall be deemed to be an independent contractor for all purposes under these Terms & Conditions. Wandering Puffin is acting solely to facilitate the reservation and purchase of Travel Related Services and is not acting in any other capacity with either the customers or the Service Providers, including, but not limited to, any partnership, joint venture, co-ownership, or agency relationship of any kind with any customer or Service Provider.

All bookings accepted by us, and arrangements made by us, are subject to the terms and conditions of the Service Provider applicable to your travel and we have no direct contractual liability to you in connection with the Travel Related Services specified except as may be imposed by law. As a travel agent we accept no responsibility for the acts or omissions of the Travel Related Services or Service Provider. The Service Provider's terms & conditions will apply to your booking, and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. As the traveler, you agree that Wandering Puffin acts only as agent for the traveler in acquiring Travel Related Services for the travelers' benefit, and on the express condition that Wandering Puffin shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Service Provider, company or person engaged in or responsible for any Travel Related Services, or otherwise in connection therewith.

### **DISCLAIMER**

Travel is personal and each individual's goals and experiences may differ. Wandering Puffin will not be bound by, or liable for, any description, photograph, representation, or warranty made by or provided by any independent third-party sales representative, or other person or entity relating to any holiday/vacation offered by Wandering Puffin.

### **SECURITY**

Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the "Travel Advisories" put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions. Information on conditions in various countries and the level of risk associated with travel to destinations can be found at <http://www.state.gov>, 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. Should you choose to travel to a country that has been issued a travel warning or advisory, Wandering Puffin will not be liable for damages or losses that result from travel to such destinations.

### **RESERVATIONS & PAYMENTS**

1. Your Vacation will be confirmed after receipt of a NON-REFUNDABLE, non-transferable deposit in a minimum amount of \$500.00 per person to hold reservations. Some tours and airlines will require a larger or smaller deposit or payment in full. Customer will be notified if a larger or smaller deposit is required. Deposits are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Service Provider(s). We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received; TIME IS OF THE ESSENCE as to any of your payment obligations hereunder.
2. Final payment for your reservation will be due no later than 60 days prior to departure. Some tours or accommodations require an earlier or later payment. Customer will be notified if earlier or later payment is required. If the full payment is not paid by the stipulated date, Wandering Puffin reserves the right to cancel the booking without further notice and without refund of deposit.
3. Wandering Puffin reserves the right to cancel the reservation and impose cancellation charges if any payment is not received by the date due.
4. Credit Card Bookings: Wandering Puffin should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the customer's credit card billing address, card expiration date and the customer verification code every time a payment is applied. Credit Card fees may apply.
5. Wandering Puffin LLC quotes prices in US currency, based on the exchange rates for the respective foreign currency for US Service Providers, as well as Euros or other country's currencies from inbound tour operators (those Service Providers in foreign countries) which Wandering Puffin LLC uses to arrange your Travel Related Services. Exchange rates are subject to fluctuation. Customer's exchange rate is only fixed when full payment is made, unless otherwise noted on customer's itinerary. Any price that Wandering Puffin LLC quotes is subject to change without notice until full payment is made, unless guaranteed in writing with a specific expiration date.
6. Be aware that some travel products do not allow children below a certain age. If customer plans to travel with children, customer must notify Wandering Puffin LLC when booking.

### **Cancellations and Amendments**

In the event that you do not pay for booking specified within the time limits specified above we reserve the right on our own behalf and on behalf of the Service Provider to cancel your booking, or not to confirm the final booking with the Service Provider, in either case without further notification to you. If this occurs, then the initial deposit will be non-refundable, and the balance of any further money paid by you for the booking will be dealt with in accordance with the Service Provider's terms and conditions and any applicable law.

If you wish to amend or cancel a confirmed booking, you must contact us immediately. Once a deposit has been received, a \$250.00 per booking change fee will apply for any changes requested by you. Other fees are at the discretion of the hotels, tour operators, rental car agencies and other Service Providers. Any changes are considered cancelled services, and additional cancellation penalties may apply. Cancellation penalties may vary depending on the products booked and the Service Provider(s) used to book your Travel Related Services. Customer cancellation before the full payment due date will incur loss of the non-refundable deposits as specified in the terms & conditions of the Service Provider(s). Customer cancellation on or after the full payment due date, but more than 7 days prior to departure, will incur a penalty, depending upon the policies of the Service

Provider(s). Wandering Puffin LLC will make no refunds for any cancellations made less than eight days before departure or subsequent to travel commencement. Our prices are based on contract rates at time of booking, and thus 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.

Other cancellation fees will be in accordance with the terms and conditions of the Service Provider. In all cases, once the booking is confirmed, you are subject to the terms and conditions of that Service Provider's cancellation policy. You should be aware of your Service Provider's cancellation policies as they apply to your booking.

Hotel cancellations vary from property to property and cancellation fees may apply to your cancellation. Operator fees may also apply where a booking is changed and when tickets or documents are re-issued. In the event of a change or cancellation to an existing booking, any fees, charges, or additional fares and taxes imposed by the Service Provider are applicable and payable by you. Where we incur any liability for any Service Provider cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the Service Provider, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payment and additional charges paid at the time of booking are non-refundable.

Any changes to a booking that involve the addition of sequential nights to a stay will be considered an amendment to the original booking, regardless of whether the extra nights are booked by the person who made the original booking, or by another customer with whom they are staying, and NON-REFUNDABLE cancellation charges will apply.

#### CHANGES AND CANCELLATIONS BY THE OPERATOR

We will inform you as soon as reasonably possible if the Service Provider needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Service Provider in relation to any alternative arrangements offered by the Service Provider, but we will have no further liability to you.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Operators seeking to reduce inconvenience to customers. Such changes are deemed not to be a major change, and no compensation will be payable to customers. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances, please check with the respective national tourist office before selecting a specific departure date.

#### PASSPORTS, VISAS AND OTHER ENTRY/EXIT REQUIREMENTS

All travelers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travelers on the booking have a valid passport, visa (where applicable) and meet health requirements. If this is not the case, you must let us know. Wandering Puffin LLC will facilitate, for US passport holders only, the processing of your visa requirements through a visa company on your behalf at the cost and under the Terms & Conditions of the visa company and of the country or countries to be visited at your request.

It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. It is your responsibility to ensure compliance with immigration, visa, and health requirements. Any fines, penalties, payments, or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. Wandering Puffin bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any customer, or for any delays, damages, and/or losses including missed portions of your vacation/holiday related to improper documentation or government decisions about entry.

#### TRIP/TRAVEL INSURANCE

It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional cancel for any reason coverage is strongly recommended. Such plans should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and 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 medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage should be purchased in close conjunction with your travel purchase. Wandering Puffin is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Wandering Puffin cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker. **INSURANCE PURCHASES ARE NON-REFUNDABLE.**

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Wandering Puffin 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 coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

#### NON-RESPONSIBILITY AND LIMITATION ON LIABILITY OF WANDERING PUFFIN

Wandering Puffin, its employees, shareholders, agents, and representatives use third party Service Providers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Wandering Puffin is an independent contractor and is not an employee, agent, or representative of any of these Service Providers. Wandering Puffin 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 Service Providers are independent contractors and are not agents or employees or representatives of Wandering Puffin. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Service Provider, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Wandering Puffin, nor its employees, agents, or 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 Travel Related Service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Wandering Puffin. Wandering Puffin 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; Wandering Puffin assumes no responsibility or liability for personal property; and Wandering Puffin shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Wandering Puffin accepts no responsibility for lost or stolen items. Wandering Puffin reserves the right to refuse any traveler or potential traveler at its sole discretion.

#### ASSUMPTION OF RISK & VOLUNTARY WAIVER

Traveler is aware that travel to such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, 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, Wandering Puffin and its employees, agents and/or 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, COVID-19 and other diseases, 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; and the adequacy of medical attention once provided. Furthermore, you agree that due to uncertainty caused by COVID-19 (or other pandemics, diseases, viruses, etc.), Wandering Puffin has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Wandering Puffin shall not be liable for any losses howsoever arising.

Traveler understands the description of these risks is not complete and 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 Wandering Puffin, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Wandering Puffin and agrees to and shall hold harmless and fully release Wandering Puffin, and its employees, shareholders, agents, and representatives (“Representatives”) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Wandering Puffin and/or its Representatives, and traveler hereby covenants not to sue Wandering Puffin and/or its Representatives for any such claims or join any lawsuit or action that is suing Wandering Puffin. 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 this Contract, whether by operation of law or otherwise.

#### INDEMNIFICATION

Each traveler is expected to act responsibly and adhere to all behavior guidelines established by Wandering Puffin, its Representatives and our local Service Providers. Our Representatives and local Service Providers reserve the right to remove you from any trip if you endanger yourself or others or disrupt others. In any such case, there will be no refund.

Traveler agrees to and shall indemnify and hold harmless Wandering Puffin and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Wandering Puffin 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) traveler’s breach or violation, or threatened breach or violation, of these Terms and Conditions and (ii) any damage caused by traveler while participating in the trip. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

#### YOUR BEHAVIOR

We are here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behavior from our customers. We will refuse to deal with and may terminate the holiday/vacation of customers who assault our Company Representatives or who are abusive or aggressive.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behavior, in the reasonable opinion of us or our Service Providers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply, and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) customer may incur as a result of the travel arrangements being terminated.

If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. Wandering Puffin is not responsible for any costs incurred concerning a customer removed from a vacation/holiday or aircraft, ship, or train. Customers agree not to hold Wandering Puffin or any of its related entities liable for any actions taken under these terms and conditions.

#### 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. Wandering Puffin will communicate requests to Service Providers but cannot be responsible if 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 Americans with Disabilities Act and may not have wheelchair accessibility.

Our Service Providers 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 Wandering Puffin 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 Service Providers 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, Wandering Puffin shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

#### INSECTICIDE NOTICE & AIR RESERVATIONS

Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional costs you incur with the air carrier, such as baggage fees or fees relating to seating arrangements. You are advised to 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 24 hours prior to departure. 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>.

#### DISPUTES WITH SERVICE PROVIDERS

Any and all disputes between a customer and Service Provider are solely between that customer and that Service Provider, and the customer and Service Provider should handle all such disputes directly with that customer or Service Provider. If Service Provider or customer contacts Wandering Puffin relating to any dispute between the customer or Service Provider, Wandering Puffin may, at its sole discretion, facilitate dispute resolution and reserves the right to take any action that Wandering Puffin deems appropriate under the circumstances.

#### CONSENT TO COMMUNICATIONS

You can expect us to check in with you via email and/ or text message before, during, and after your trip to ensure everything runs smoothly. 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.

#### FORCE MAJEURE

Wandering Puffin 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: 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, 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 Wandering Puffin 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 Service Providers (and we are under no obligation to do so), we will refund these to you without any charge by Wandering Puffin. Our planning, ticketing and change fees are always NON-REFUNDABLE.

**PHOTOGRAPHIC/VIDEO LIKENESS**

Traveler hereby gives consent and grants to Wandering Puffin a royalty-free, perpetual and irrevocable license to publish any photographs and/or videos of the trip or traveler in printed or electronic media without obtaining further consent and without compensation. Each Traveler releases Wandering Puffin and its representatives from any liability in connection with any use of such photographs and/or video.

**GOVERNING LAW; VENUE SELECTION; WAIVER OF JURY TRIAL/NOTICE OF CLAIMS**

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 Minnesota exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Hennepin County, Minnesota. You agree that you will only bring claims against Wandering Puffin in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Wandering Puffin 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 understand and agree that no claims will be considered and that you will not bring suit against Wandering Puffin unless you have first provided a typewritten notice of claim to Wandering Puffin within 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. Any claims not submitted and received within this time shall be deemed to be irrevocably and forever waived and barred.**

**ENTIRE AGREEMENT; SEVERABILITY**

These Terms and Conditions, including the terms and conditions of our Service Providers, 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 Wandering Puffin. If any of these Terms and Conditions (or any terms and conditions relating to a product or service referred to in this or any of our partner web sites should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, and in relation to such state or country only, such terms or condition shall be deleted and severed from the rest of the relevant terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

Signature for Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Signature for Client 4: \_\_\_\_\_ Date: \_\_\_\_\_