Costumers of Color Nonprofit

Terms and Conditions for Small Group Tours
Costumers of Color / Travels with Gigi

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Terms and Conditions for Small Group Tours

PARTIES: **Costumers of Color**, the trade name for a nonprofit founded by **Getrisc Coulson** (Tour Operator), provides customized itinerary packages for private tours and small group tours to Europe, specializing in Italy, the UK, and France. In addition, Tour Operator provides tour itinerary manager services for groups of 8 or more guests, and driver-guide services for groups of 7 or less guests. These Terms and Conditions are applicable to small group tours. All **Costumers of Color Travels with Gigi** small group tours are hosted by Getrisc Coulson, your cultural guide, who shares insight into the local culture.

By booking your place for a small group tour with Tour Operator, you ("you" also includes all persons for whom you are booking a Tour and all of you are also referred to herein as Guest) agree to these Terms and Conditions (Agreement) and the Liability Waiver. It is Guest's responsibility to read and understand this Agreement. Guest's submission of signed Tour Operator's Liability Waiver together with the per person non-refundable deposit for booking a place on a Tour constitutes Guest's acknowledgement, agreement and acceptance of the Agreement.

Tour Operator acts as a booking agent and contracts directly with restaurants, guides, and other service providers. All bookings with third party providers are subject to their terms and conditions and limitations of liability. It is important to note that some third party terms and conditions limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. The Tour Operator cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third parties and as such it should be noted that you are required to complete and sign a waiver prior to Tour's departure date in order to participate in Tour Operator's small group tours. If a signed and completed waiver is not received, Tour Operator reserves the right to cancel the reservation and apply the cancellation fees outlined below in section 14.

1. TOUR PRICE AND PAYMENTS

• In order to reserve your place on any of the trips at Costumers of Color Travels with Gigi, you must agree to the following terms and conditions stated below as well as provide a valid form of payment for your reserved tour. Payment in part or whole is an acceptance of these terms and conditions. All prices indicated are in US dollars.

- A non-refundable deposit of $500 per person, per Tour, is required to confirm a reservation. This is paid at time of booking, online, with a valid credit card.
- Prices shown are per person, based on double occupancy (two people per room). If Guest is traveling alone, they can choose to room alone, paying the single supplement. If Guest is traveling alone but does not elect to room alone, Tour Operator may pair Guest with another Tour participant. There are a limited number of single rooms available on all Tours, so requests to room alone should be made as soon as possible.
- As soon as Tour Operator receives Guest's online reservation, signed Liability Waiver and deposit, Tour Operator will send a confirmation email as well as useful information on the locations visited while on Tour, what to bring, recommendations of where to eat, what to see and do during leisure time on Tour.
- The remaining non-refundable balance must be received in FULL no later than 90 days prior to the Tour's scheduled departure date and shall be made with a valid credit card. This will include any extra services booked by Tour Operator on your behalf, such as additional nights, airport transfers, extensions, special requests, etc.
- Guest will receive a reminder email before final payment is due. If payment is not received within 90 days prior to departure Tour date, Tour Operator shall consider the failed payment a cancellation. No refunds are given to travelers who fail to pay their balance by the due date.

- Gift Vouchers: A gift voucher issued by Tour Operator cannot be redeemed for cash. A gift voucher has no expiration date. The amount can be applied towards a small group tour or a private tour package with Tour Operator, subject to availability. Should Guest wish to do so, they may request to transfer the Gift Voucher to another person, subject to Tour Operator's approval which will be given in its sole discretion on a case to case basis.

Booking with a travel agent: If a Tour booking is made through a travel agent, Tour Operator will address all correspondence to that travel agent. Guests who book through a travel agent thereby acknowledge and agree that for the Tour booking to be confirmed and maintained, a) travel agent must have delivered to Tour Operator an executed copy of this Agreement signed by the Guest, and b) Tour Operator must have received the Initial Tour Payment. Further, Guest acknowledges and agrees that travel agent is independent of Tour Operator's control, and that Tour Operator is not bound by or liable for anything that the travel agent may or may not do with respect to Guest's dealings with the Tour, or which are promised by the travel agent. The Terms and conditions set forth in this Agreement shall govern over any terms and conditions set by your travel agent.

2. CHANGES IN TOUR PRICE

All quoted prices are subject to sudden changes based on Euro dollar/US dollar exchange rate, until final balance is paid. Once the final balance has been paid, the price is locked, regardless of exchange rate fluctuations. Variations in price will be made only if Euro value increases 5% or more from the time of booking to the time your balance is due. Any variations in price, which may or may not increase your balance, will be communicated to you by email and/or by phone.

3. PARTICIPATION REQUIREMENTS

In addition to the Liability Waiver, Guest shall execute Tour Operator's Travel Well Pledge, which is hereby incorporated into this Agreement by this reference. Guests must be fully vaccinated and must be able to show documented proof of vaccination, with the final dose given at least 15 days prior to the start of Tour date. Please note that Guests will also need to comply with specific requirements imposed by airlines and/or authorities in the destination visited which policies is subject to change at any time, without notice. To cover any unexpected events related to COVID-19, Guests are encouraged purchase insurance coverage. Failure of Guest to abide by any applicable rules and regulations related to COVID- 19 shall be the sole liability of such Guest.

You must be in good physical condition to participate in any Tour with Tour Operator. The nature of many of the destinations Tour Operator offers means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. For example European destinations include many historic buildings and sites, many dating from antiquity. Therefore, roads, walkways, sightseeing locations and hotels may present difficulties for Guests with physical disabilities. The old towns of Europe are often a maze of hills with narrow cobblestone streets and charming squares. Countries outside the United States do not necessarily have laws similar to the Americans with Disabilities Act, and often do not have the accommodations you would find in the U.S. For that reason, we regret that our Tours cannot accommodate the use of wheelchairs or motorized scooters. Likewise, we regret that we are unable to provide individual assistance to Guests with walking difficulties or other physical or mental needs and, if such individual assistance is needed, Guest must be accompanied by an able bodied companion who can provide such assistance.

By booking a Tour with Tour Operator and submitting the non-refundable deposit, Guest certifies that he/she does not have any physical condition or disability that would create a hazard for him/her or other Tour participants. Guest certifies that he/she is in good health and is able to walk long distances on uneven or uphill or downhill terrain and is able to stand for significant periods of time. Some Tours may require two to three hours of walking and standing at a time with few opportunities to rest. Guest certifies that he/she is

aware of all walking and standing requirements of the Tour.

Guest must be able to lift their leg to a height of at least 16 inches. This is required not only to get in and out of vehicles with ease, but also to be able to get in and out of bathtub/shower combinations, which is the most common type of facility in European hotels and inns.

If Guest, or any member of Guest's party, has a medical condition or disability which may affect the Tour, they must inform Tour Operator at the time of booking or immediately upon learning of such condition or disability so Tour Operator can advise as to the suitability of Guest's chosen arrangements. If Tour Operator reasonably feels the Tour suppliers will be unable to accommodate the particular needs of the Guest, Tour Operator reserves the right to decline the booking without liability to Tour Operator by refunding Guest.

A Guest under the age of 18 must be accompanied by an adult and we request that the underage Guest share a room with their related adult.

4. COMMUNICATION

Guest must provide Tour Operator, and maintain up to and throughout the Tour, a current valid email address, cell phone number and contact information, as Tour Operator will send information via email, including invoice, travel information and other reminders. All personal information, address, emergency contact numbers, need to be in Tour Operator's possession at the time of booking. All of Guest's personal information are strictly confidential and will not be shared with anyone except as otherwise provided in this Agreement or in any other document that makes up the contract between Tour Operator and Guest. Tour Operator's contact information is: costumersofcolor@gmail.com, phone 931-639-9337

5. TRAVEL DOCUMENTS/TRAVEL REQUIREMENTS

Guest should carefully read the confirmation invoice, and all other Tour documents sent to them promptly upon receipt, and contact Tour Operator and/or their travel agent immediately to advise of any information that does not appear to be correct. While Tour Operator will do its best to rectify any such inaccuracies brought to its attention, Tour Operator cannot accept any liability for any incorrect information if Tour Operator is not notified of such inaccuracy in writing sent to the email address in Section 4 above within 14 days of Guest receiving documents from Tour Operator.

Guest is responsible for ensuring that all necessary passports, visas, Electronic Travel Authorizations (ETAs), vaccination certificates, and other entry requirements are obtained, valid and effective throughout the Tour dates. Tour Operator will not make any refund or pay compensation if Guest or any member of Guest's party is unable to proceed with the Tour as planned because of incorrect or missing travel documents. Note that some countries, in order to allow entry, require that the passport not expire for up to 6 months after anticipated travel dates and have two completely blank pages. Should Guest lose or have their passport stolen while on Tour, Guest will not be entitled to a refund of any kind.

Guest is responsible for obtaining all safety and security conditions of the Tour destinations during the length of the Tour. For information concerning possible dangers at international destinations, visit the U.S. State Department website at www.travel.state.gov. For vaccination and other medical information, visit the U.S. Center for Disease Control website at www.cdc.gov/Travel. Canadian citizens should visit www.travel.gc.ca/travelling/documents. Citizens of other countries should check with the relevant embassy in their own country.

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (Details can be found at https://travel.state.gov/content/travel/en/international-travel/ International-Travel-Country-Information-Pages.html).We feel it is an invasion of privacy for the Tour Operator to make such an

inquiry, and therefore, it is the responsibility of Guest to confirm such information. There will be no refund or payment provided to Guest if Guest is subject to any entry barriers.

6. TRAVEL INSURANCE

Trip cancellation and interruption insurance is **HIGHLY RECOMMENDED** for all Guests. Regardless of the reason, cancellations result in costly charges from hotel and travel providers. Travel health insurance/trip cancellation-interruption insurance may cover any unforeseen costs Guest may incur. Tour Operator does not sell or provide travel insurance or health insurance. Guest is responsible for identifying and obtaining appropriate travel insurance. If purchased, Guest agrees to email Tour Operator proof of travel insurance ninety days (90) to the commencement of Tour (at the time of payment for balance due).

Tour Operator is not responsible for any cancellations by Guest due to personal reasons, health reasons, medical reasons, pandemics, adverse weather conditions, war, and/or threat of war, civil strife, terrorism, or natural disaster or any other reason that may arise. Guest is responsible for protecting his/her investment with travel insurance, covering, but not limited to: medical expenses, baggage, accident, loss or damage to property, cancellation and curtailment, personal liability and emergency. Tour Operator is not responsible for any expenses that Guest may incur as a result of Guest not purchasing travel insurance or the travel insurance not covering the loss at issue.

Guest is responsible for any medical expenses incurred in the event Guest becomes injured or ill during a Tour.

7. ACCOMMODATIONS

Prices are per person, based on two persons sharing a room with private bath or shower. Most hotels in Europe are rated by the local government. Please note that hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style. Heating and air conditioning are not standard in some hotels and are not guaranteed. Furthermore, they may not be available year-round in some locations. Bathrooms and bedrooms are smaller than their equivalents in the U.S. star rating system. Beds are also smaller than North American standards. Typically double beds are two singles pushed together. Rooms in historical buildings tend to be different from one another in size, layout, decoration, view and some may include stairs. Internet speed may be slower or experience interruptions at any given time. Tour Operator cannot guarantee a room with a view. Rooms are usually assigned in a random manner by the hotel front desk unless Guest has a particular request due to health reasons or if Guest requests and pays for an upgrade. If Guest is a solo traveler, he/she will be asked to pay any single occupancy room surcharge. Some lodging accommodations include a 24-hour concierge, laundry service, internet access, hair dryers, and other amenities/services like pools and spas while others may not. Please let Tour Operator know of any particular questions or needs you have before you leave on the Tour.

The final hotel bookings for your Trip will be communicated by email sixty (60) days prior to departure. Please keep in mind that hotel selection for the Tour may change at any given time with or without notice and cannot be guaranteed.

If traveling alone, Tour Operator may pair you with another solo traveler where possible and will convey such information to you as soon as practicable. Unless you elect to room by yourself and pay the additional fees associated with such a request, your assigned travel partner will be at the sole discretion of Tour Operator.

8. MEALS

Meals included as part of the Tour package are shown on the applicable Tour itinerary (Included Meals may include: Breakfasts, Lunches or Dinners). The Included Meals will feature local dishes; traditional cuisine which best represents the region Guest is visiting. Meals take place in local restaurants, vineyards, etc. The Included Lunches and Dinners are accompanied by limited, pre-set amounts of regional wine and bottled

water. If Guest wishes to have a particular bottle of wine, cocktail or any other alcoholic drink with their meal, Guest must purchase it at his/her own expense. Some meals will be served family style on large platters passed around the table so Guests can serve themselves. Meals will not be based on a traveler's personal preference, but rather on a choice and variety of various local specialties selected by the restaurant's chef or Tour Operator. If Guest has any allergies, special dietary requirements, glucose or other food intolerance, is hypoglycemic, vegetarian, vegan, lactose-intolerant, gluten-intolerant, diabetic, or the like, Guest must advise Tour Operator at the time of booking of the Tour. Even though Tour Operator will try their best to accommodate, Tour Operator will not assume any extra costs to accommodate special diets. Breakfast is included in each hotel stay, but each hotel may have a different way of serving breakfast (varying in the amount and type of food prepared). Eggs or bacon are not typically served for breakfast and should not be expected.

9. EXPENSES NOT INCLUDED

The following are NOT INCLUDED in the price of the Tour: transportation (airfare, train, bus, or other means) to and from the country where the Tour begins and ends, telephone calls, personal items, laundry, individual purchases, taxi fare, forwarding of luggage, loss of luggage, medical expenses, travel insurance, items of a personal nature, optional excursions, any meals not specified as Included Meals in the Tour itinerary, room service, mini bar consumption, visa fees if required, special arrangements not specified on the Tour itinerary, airport taxes, alcoholic and non-alcoholic beverages unless specified in the Tour itinerary; personal protective equipment such as masks, gloves, and hand sanitizer; wine beyond the limited amount provided, if applicable, for the Tour meal, extra meals or snacks, cocktails, or personally ordered wines, even if consumed instead of provisions provided during the Tour, gratuities to Tour guide(s)/leader(s) of Guest's specified Tour, any other costs not specified in the final Tour itinerary or elsewhere in writing. Guest is responsible for all of the above and the cost of any charges he/she makes outside the Tour and Tour itinerary.

Guest is responsible for his/her transportation costs incurred to and from the Tour hotel unless specified as included in the Tour package, or in the event that Guest is unable to participate in the pick-up on the Tour Start Date and/or drop-off on the Tour conclusion day (End Date). Additionally, the cost of the Tour does not include any expenses related to any unforeseen travel conditions, weather conditions, transportation delays, quarantines, strikes and acts of terrorism. Further, if Guest is required to quarantine, or if a country closes its borders at any time during the Tour, Guest is solely responsible for any and all fees and costs associated with such restrictions and will incur costs and be responsible for additional accommodations, food, transportation and other such costs and fees related to Guest's responsibility to quarantine or remain in the country.

10. EXPENSES INCLUDED

The following are INCLUDED in the price of the small group tour professional Tour manager/driver guide; local expert city guides; private walking Tours with Getrisc Coulson as your host; hotel accommodations as designated by Tour Operator during the Tour; entry fees to historic sites and monuments specified as included in the finalized Tour itinerary price; fees for interactive excursions during the Tour as specified in the finalized Tour itinerary price such as, cooking classes, winery Tours and wine/gastronomic tastings; some beverages during meals provided on the Tour as specified in the finalized Tour itinerary and designated by the Tour Operator; daily continental breakfast; gratuities to service personnel at restaurants designated in the finalized Tour itinerary; meals as specified in the finalized Tour itinerary; private ground transportation during the Tour with all associated costs pertaining to the vehicle; and in Europe the Tourist Tax.

11. TRANSFERS

Transfers between airports, hotels, railway stations and piers are only included as indicated on the Tour itinerary. There will be no refund issued for missed or unused transfers. Guest will need to provide arrival and

departure flight information to Tour Operator no less than 90 days prior to Tour start. It is Tour Guest's responsibility to update Tour Operator with any changes to flight schedules. Failure to do so may result in missing transfer services and no refund will be issued for missed arrival transfers resulting from missing or outdated flight information.

12. LUGGAGE

Due to limited luggage capacity on several modes of transportation, Guests are allowed to bring only one piece of luggage, which cannot measure more than 26"x17"x11", including handle and wheels, and cannot weigh more than 50 pounds (20kg). Carry-on/hand luggage is restricted to one piece per person, not exceeding 12"x11"x6" (30x28x14cm). Carry-ons with telescopic handles and wheels will not fit in the overhead compartments or under seats and therefore, cannot be accepted as carry-on luggage. If these limits are exceeded, there may not be space in the vehicle to transport the excess luggage, and Guest will be responsible for arranging, at his/her own expense, the transportation or storage of his/her excess luggage throughout the Tour. Guests must be capable of handling their own luggage. Guest is responsible for his/her luggage at all times; Tour Operator has no responsibility for luggage or personal items, such as the loss or retrieval of any of Guest's personal items which are lost, misplaced or stolen during the Tour.

13. GUEST RESPONSIBILITIES/OBLIGATIONS

Guest is responsible for determining and obtaining all necessary travel documents (such as passports, visas, insurance documentation, vaccination documentation) needed for the Tour (see Section 5 above), emailing flight details to Tour Operator, and for arriving at the specified time and location for the start of the Tour on the Start Date. There are no exceptions, and there are no refunds for failure to do so. If Guest arrives on a different date, time or address than the one specified, Guest is responsible for making arrangements to meet up with Tour Manager/Tour Operator, and the rest of the group, at Guest's expense. Guest must contact Tour Operator and inform it of when Guest will be able to meet up with Tour manager. The Tour itinerary will not be altered because Guest is delayed; the itinerary will commence at the locations reserved corresponding to the date of the initial Start Date of the Tour. For this reason, it is recommended that Guest allow plenty of time for deplaning, gathering luggage, and traveling to the designated meeting location on the Start Date.

Guest is also responsible for, but such responsibilities are not limited to, complying with all laws of the countries visited on the Tour, respecting customs, culture, guides and local professionals, assessing the Guest's physical ability to participate in the Tour and its activities, respecting other Guests' privacy and health, and following the suggestions and advice of the Tour Operator, Tour guide and Tour manager/driver-guide during a Tour. Tour Operator is not responsible for informing Guest of any laws that do or could apply to Guest.

Guest is also responsible for bringing sufficient amounts of all prescription medications to last through the Tour, as it may be a problem to refill any prescriptions while on the Tour.

If Guest encounters any problem during the delivery of a Tour, Guest is responsible for bringing the problem to the Tour Manager's or Tour Operator's attention immediately in order to give the Tour Manager or Tour Operator the chance to correct the problem. Tour Operator will not be responsible for any problem not brought to the Tour Manager's or Tour Operator's attention while the problem is happening.

If for any reason the Guest makes changes during the Tour that results in an increase in the Tour price (for example, the Guest booked a double room and changes to a single room), the Guest is responsible for the increase in the Tour cost associated with the change. The difference in price must be paid by the Guest at the time of making the change.

During a Tour, Guest may participate in as many or as few activities of interest to Guest and at Guest's discretion. However, there will be no refunds for unused services, activities, excursions, workshops or portions of a Tour for any reason.

Guest acknowledges and understands that by signing up for a small group tour, they are signing up to travel with other individuals with whom they may have never met before the Tour Start Date. Guest agrees that he or she must treat all other tour participants with respect. Guest further understands that Tour Operator is in no way responsible or liable for the actions or inactions of another Tour participant.

Travel has its own inherent risks, up to and including death and the Guest acknowledges that such risks exist. A condition precedent to participating in the Tour is that Guest agrees to release Tour Operator, its owners, managers, officers, directors, employees, contractors and agents from all liability as set forth in the Liability Waiver and Release which is hereby incorporated into this Agreement by this reference.

Guest is solely responsible for all of Guest's actions and failure to act, and shall indemnify and hold harmless Tour Operator and its owners, managers, officers, directors, employees, contractors and agents for any illness, injury, accident, costs, damages, fines, or penalties caused by Guest. As an example, and not a limitation, one such incident would be Guest not informing Tour Operator of any medical condition or disability that is contagious.

By offering travel to particular destinations, Tour Operator does not represent or warrant that travel to such points or places is advisable or without risk, and shall not be liable for costs, damages or losses that may result from travel to such destinations, as further described in the Liability Waiver and Release. Guest's payment of the initial deposit constitutes acceptance of such events at Guest's own risk.

14. GUEST REMOVAL/DEPARTURE FROM THE TOUR

Tour Operator reserves the right, but is not obligated, to remove any Guest as a participant of a Tour if Tour Operator determines that (i) the Guest's behavior is disruptive, is inappropriate or offensive, interferes with the delivery of services of the Tour, (ii) the Guest cannot meet the physical requirements of the Tour as stated in the Tour itinerary, (iii) the Guest is disruptive to the Tour time schedule, or (iv) the Guest is adversely affecting the overall group dynamics. Tour Operator will not compensate other Guests, however, if Tour Operator decides not to remove a Guest.

If a Guest voluntarily chooses to stop all participation in a Tour, Tour Operator will require a written, signed statement of the Guest's intent to leave the Tour.

Tour Operator will not refund any monies to a Guest who is either removed from or voluntarily leaves the Tour. Transportation costs from the point of removal/departure, airline penalties, and any other expenses will be the responsibility of the Guest.

15. CANCELLATION & REFUND POLICY

Guest must cancel a Tour booking in writing sent to Tour Operator at the email address set forth in Section 4 above. Any oral message or notice sent to an address other than the above will not constitute notice of cancellation. Only those persons identified by name in the cancellation notice will be cancelled.

Guest shall be subject to the following cancellation fee schedule:
For all Tours, the amount of the refund and cancellation fees depends on when Tour Operator receives (and acknowledges) written notice of cancellation:

Days prior to start date of tour:	Cancellation fee per person:
Up to Balance Due Date	Initial non-refundable deposit of $500+
Less than 90 days before Tour Start Date	75% of the total price per guest*
No advance notice, no show	100% of the Total price per guest*
	*This may mean that Guest must pay additional funds to the Operator if all payments were not made prior to the cancellation. All such payments are due within 10 days of cancellation.

Pandemics are wholly outside of the Tour Operator's control. In the event Tour Operator cancels a Tour and/or Guest is unable to travel due to COVID-19 or other pandemic travel restrictions (or any other event out of Tour Operator's control), Guest may reschedule their Tour according to the following policy: For any Guest wishing to reschedule a Tour, Tour Operator will issue a travel credit and this travel credit will only be valid for dates re-booked within a year from the original Tour dates. This travel credit is equal to the amount already paid. If the alternate Tour, Guest has chosen, exceeds the value of the original Tour, the difference in price will be charged to Guest's credit card on the balance due date, unless Guest makes alternate payment arrangements with Tour Operator prior to that date. If the balance is not paid when due, Tour Operator reserves the right to regard the alternate reservation as canceled. Please note that, should Guest wish to cancel in the event of COVID-19 or other pandemic travel restrictions and not reschedule, the initial deposit and balance paid at 90 days, remain non-refundable as per these Terms and Conditions and Guest can put in a claim with their travel insurance.

If Tour Operator cancels a Tour due to circumstances beyond its control that results in your inability to travel, Guest will be issued a credit to use toward an alternate Tour of their choice with Tour Operator.

NOTE on Airfare: If airline tickets were issued, Guest is responsible for any penalty fees and fare difference. Tour Operator suggests that Guest contact their airline directly or the agent that processed the ticket to inquire about options.

NOTE on Travel Insurance: If Guest reschedules, they are responsible for contacting their insurance company to communicate the new travel dates and to inquire whether their insurance policy can be transferred to the new date.

Cancellation fees apply regardless of the reason for a cancellation. The cancellation date is the date Tour Operator acknowledges receipt of Guest's written cancellation notice at the email address or

facsimile number set forth above, and Guest receives automatically generated confirmation of transmission of the email or fax, or 24 hours after the cancellation notice is sent, whichever is earlier. In both cases, the notice must be sent to the correct email address or facsimile number in order to be effective.

These cancellation fees and refunds apply only to the Tour package price, and do not include air fare or any other costs not purchased through Tour Operator. Refunds for anything not purchased through Tour Operator are governed by the supplier of such products and services.

The ability to reschedule a Tour shall not apply to any Tour cancelled after the Guest has joined the Tour, whether due to Guest's contraction of COVID-19, the closure of any city or country or for any other reason.

Should such cancellation occur, Guest will not receive any refund of the Tour price paid by Guest.

16. TOUR OPERATOR SUBSTITUTION OR CANCELLATION

Every effort will be made to operate all small group tour itineraries as designed, but it must be remembered that they are planned up to twelve months in advance. Traveling is full of surprises, and flexibility is a key factor to enjoying any travel experience to its fullest. While every effort has been made to plan a Tour that will run smoothly, it is always possible that weather, strikes, traffic, holiday hours, traffic accidents, mechanical problems, restoration, pandemics or other factors beyond Tour Operator's control will make it necessary to alter the planned itinerary. Additionally, Tour Operator uses independent suppliers such as hotels etc., over whom Tour Operator has no control. Due to circumstances beyond its control, Tour Operator may change the accommodations, visits and itinerary without notice. Tour Operator will attempt to keep changes to a minimum and to maintain the same level of quality of the Tour. No refunds will be given for any changes to accommodations, visits or itinerary that are necessitated by events beyond the control of Tour Operator.

In the case of a scheduled small group tour, Tour Operator may cancel a Tour at any time before departure if Operator determines the number of Guests signed up for a given Tour is insufficient to operate the Tour. Tour Operator shall attempt to notify Guest of the cancellation of a Tour for which Guest has paid an initial deposit as soon as possible after Operator's final decision to cancel such Tour.

If Tour Operator cancels a Tour before the Tour Start Date, Tour Operator's liability is limited to a full refund of the affected Guest's Tour deposits or payments and Tour Operator will not be liable for any other costs, damages, or refunds of any kind for any reason including, but not limited to, any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. In no event will Tour Operator be responsible for any loss Guest incurred on account of non-refundable or non transferable air fare tickets or any other travel reservations not made through Tour Operator.

Tour Operator reserves the right to substitute the Tour's tour manager/driver-guide with a suitable replacement in the rare case of emergency such as, but not limited to, medical illness or death. In such cases, with a suitable replacement, the Tour will continue forward as planned. Tour Operator reserves the right to change the order of activities listed in the Tour itinerary, accommodations and visits in order to provide a smoother Tour experience or for operational requirements, and may alter or substitute the type of vehicle, depending on the number of participants on the particular Tour.

17. USE OF GUEST IMAGES/VIDEOS/FEEDBACK

Guest hereby agrees that photographs and video of or including Guest taken during the Tour, whether by Tour Operator, Tour Operator's representatives or suppliers, are the property of Tour Operator. Tour Operator may use the photographs and video (or photographs or video provided or posted by another participant on the Tour that includes an image of Guest) for Tour Operator's commercial purposes, including promotional purposes, without compensation to, or any further authorization from, Guest. If Guest objects to such use, Guest may request in writing that Tour Operator not use such image, but Tour Operator has no obligation to stop such use.

Guest hereby grants Tour Operator a license to use, publish, display, distribute and make derivative works of any photographs, video, or feedback (whether oral or written) provided to Tour Operator by Guest or posted by Guest on any social media platform, for use in any manner at Tour Operator's discretion including, but not limited to, promotional or other commercial purposes, such as Tour Operator's website, without obtaining any further consent and without any compensation, fee or royalty of any kind.

18. MATERIAL CHANGES/DOSSIER DISCLAIMER

The Tour information and details on website pages been compiled with care and are provided in good faith. However, they are subject to change, and do not form part of the contract between the Guest and the Tour Operator. The itinerary featured is correct at time of publishing. Occasionally Tour itineraries change as Tour Operator s makes improvements that stem from past travelers' comments and research. Sometimes it can be a small change like adding an extra meal along the itinerary. Sometimes the change may result in Tour Operator altering the tour for the coming year. Tour Operator will make good faith efforts to update the website pages in the event of an itinerary change, and Guest should check the website frequently in order to ensure they are aware of the most up to date itinerary. Ultimately, Tour Operator's goal is to provide Guest with the most rewarding and authentic experience.

19. TRANSFERRING BOOKING TO ANOTHER GUEST

If Guest wishes to transfer their Tour spot to another person, Guest must notify Tour Operator no later than 91 days prior to Tour date and the person must comply and agree with this Agreement. A fee of $200 USD per person per change will apply (in addition to any charges levied by any of Tour Operator affiliates providing services as a part of the Tour). Transferring a Tour spot to another person less than 90 days prior to the departure date is not permitted, nor will they be refunded in whole or in part.

20. FORCE MAJEURE

"Force Majeure" means, in relation to Tour Operator, any circumstances beyond the reasonable control of Tour Operator, including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, pandemics or other global health crises (like the COVID-19 pandemic), war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, acts of God; alterations to public transportation schedules; flight delays or cancellations; structural or other defective conditions in hotels or other lodging facilities; strikes or labor disputes; civil unrest; armed conflict; traffic; traffic accidents; dangers incident to recreational activities; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; changes imposed by third parties; mechanical, technical or other failure of airplanes or other means of transportation; power failure; bites from animals, pests or insects, quarantines, detention, lockdowns, restrictions, advisories (including travel advisory warnings) of any kind imposed; loss of baggage, acts, injuries or failure to act by third parties; other acts or failure to act; or the laws of any government, governmental agency or governmental employee or representative and similar incidents, or other untoward occurrences.

Tour Operator shall not be deemed to be in breach of these terms and conditions and shall be without liability to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. As stated herein, "without liability" means that there will be no refunds or reimbursement of deposits or fees paid, and Tour Operator will also not be liable for any damages, liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever. **THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.**

If Tour Operator, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the Tour. Payment of any refund by Tour Operator to you as a result of the non-performance of any obligations hereunder as a result of a Force Majeure shall remain in its sole and absolute discretion. Tour Operator shall

be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Tour Operator of the Force Majeure and applicable cancellation fees.

21. LIMITS ON TOUR OPERATOR AND OTHERS' LIABILITY

Tour Operator expressly limits its performance under this Agreement to arranging the Tour with the food, lodging, activities and ground transportation from site to site as set forth in the written description of the Tour (as may be changed as described above). Tour Operator uses third party independent contractors to provide the majority of the services, and Tour Operator has no control over such third parties, you agree that Tour Operator is not liable for any personal injury or property damage, which may arise out of these third-party services. Tour Operator hereby disclaims any liability whether based on contract, tort, strict liability, or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any third party, including without limitation, the liability for any act, error, omission, injury, loss, accident, delay, or irregularity which may be incurred through the fault, negligence, willful acts, or omission of a third party used by Tour Operator, or any third party's employees or agents, even if the damages were foreseeable or Tour Operator was advised of the possibility of such damages, and even if the agreed remedy fails of its essential purpose.

To the maximum extent permitted by law, neither Tour Operator nor its owners, managers, officers, directors, employees, independent contractors, affiliates, associates, collaborators, suppliers, drivers, guides, and agents shall be liable to Guest or any third party for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever arising out this Agreement, whether arising out of contract, tort, negligence, strict liability, regardless of the theory of recovery, even if the damages were foreseeable or Tour Operator was advised of the possibility of such damages, and even if the agreed remedy fails of its essential purpose. Guest's sole remedy and Tour Operator's entire liability under this Agreement based on any theory of recovery is limited to, at Tour Operator's sole option, providing a comparable Tour, a Travel Credit or refunding the amount Tour Operator was actually paid for the Tour. Not all jurisdictions allow the limitation of damages, so this provision may not apply to Guest.

22. GOVERNING LAW; VENUE; JURISDICTION

This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Colorado, USA, without regard to any state's or country's conflicts of laws principles. Any action brought arising out of or related to this Agreement must be brought only in the state or federal courts located in or having jurisdiction over Douglas County, Colorado. Guest hereby waives any objection to the above courts exercising personal jurisdiction over Guest and waives any right to a defense that Colorado is an inconvenient forum. The party prevailing in any such action is entitled to an award against the non-prevailing party for its fees and costs including, but not limited to, reasonable attorneys' and expert witness fees.

23. PRIVACY

Guest's information is protected as described in Tour Operator's Privacy Policy.

24. SEVERABILITY

If any provision of this Agreement is deemed unenforceable by a court of law, the provision shall be modified to the extent necessary to make the provision enforceable to the fullest extent permitted by law. If no such modification will make the provision enforceable, the provision will be stricken without invalidating the remaining provisions of this Agreement.

25. RELEASE AND LIABILITY WAIVER

In exchange for participation in any TRAVEL ACTIVITY organized by GETRISC COULSON (DBA Costumers of Color / Travels with Gigi), I hereby agree as follows:

1. I, and anyone claiming on my behalf, releases and forever discharges Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which I may have or claim to have against Releasee or any of the Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages, and judgements, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Washington.
6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

Name of Participant _____

Age of Participant _____

Signature of Participant _____

Date _____

26. INCLUSIVE TRAVEL PLEDGE

I am committed to RESPECTING diversity, BEHAVING equitably / inclusively, PROTECTING and PRESERVING our planet's most vulnerable destinations so that future generations of residents and visitors can continue to experience the splendor of these places for years to come. I pledge to "Travel Better" by making a conscious effort to:

- RESPECT people of color
- LIGHTEN the footprint of my travels
- CONSERVE the places I explore
- SUPPORT the people and communities I visit
- CELEBRATE cultures authentically and respectfully
- ADVOCATE for sustainable tourism

27. MISCELLANEOUS

This Agreement, consisting of the Guest Registration, these Terms and Conditions, and the Inclusive Travel Pledge, contain the entire agreement between Guest and Tour Operator. Accepting this Agreement by placing a deposit for any trip with Getrisc Coulson is binding. The Agreement may be amended and modified by Tour Operator at any time as the result of any material changes to legislation or regulation which necessitate such amendments or modifications: provided, however the Agreement may be amended and modified by Tour Operator at any time as the result of any material changes to legislation or regulation which necessitate such amendments or modifications. Section headings are for reference only. All amended Terms and Conditions shall automatically be effective upon being posted by Tour Operator to the website www.bespokeitaly.link. Tour Operator will notify Guests promptly upon any such amendments. The terms of this Agreement shall be binding upon and benefit, and shall be enforceable by or against, the parties, their successors and permitted assigns. Guest shall not assign its rights and obligations under this Agreement. Sections 2, 9, 12, 13, 18 through 22 above, and such other provisions as may reasonably be construed to survive, shall survive the delivery of the Tour and termination of this Agreement.

ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting Guest Contact Information and a per person Initial Tour Deposit of $500 (or more), Guest is acknowledging, agreeing and accepting this Agreement on behalf of himself/ herself and all persons for whom Guest is making payment. Guest understands that this is a legally binding and enforceable contract.