

Diaspora Travel Experiences

www.DiasporaTravelExperiences.com

(504) 500-2001

TERMS & CONDITIONS

All participants in Diaspora Travel Experiences, LLC ("Diaspora") programs hereby agree and consent to the following terms and conditions, as set forth below:

- 1) **REGISTRATION:** Registrations are processed on a first-come, first-served basis and spaces are subject to availability.
- 2) **EMAIL CORRESPONDENCE:** By registering for any program, you authorize Diaspora to communicate with you via email correspondence regarding current and future programs. We will never sell or share your information with 3rd parties and we will never send you spam.
- 3) **PROGRAM PRICE & PAYMENTS:** Unless otherwise stated in the Program Registration Materials, your program includes:
 - A. Luxury or Boutique Accommodations (depending on your selection)
 - B. Group Transfers to and from the Airport
 - C. Transportation for all Program Activities
 - D. Two Meals Daily (Breakfast and Lunch or Dinner)
 - E. Full Program of Expert Guided Tours & Excursions

The Program Price does **NOT** include travel cancellation insurance, flights, visas, and gratuities for services consumed, ***unless specifically stated in the Program Registration Materials***. Diaspora accepts payment by Check, Money Order, or Credit Card. A *service charge of \$35.00 will be applied to any returned payment*. Payments made via U.S. mail must be sent to: PO Box 15767, New Orleans, LA 70175. Credit Card payments incur an additional 3.11% convenience fee per transaction to cover the merchant costs.

- 4) **DEPOSIT & PAYMENT:** Upon registration, a deposit is due to hold your place in the program. The deposit is *non-refundable*, except as provided for in Paragraph (6) below. The balance of the Program Price must be paid no later than the date provided in the specific Program Registration Materials. Invoices, if any, will be sent by email only. Please keep your email address updated.
- 5) **CANCELLATIONS:** Client cancellations must be made in writing and are effective upon receipt. Diaspora reserves the right to cancel the Program at any time due to: visa denial; natural disaster; political or social instability; acts of war, terrorism or God. Diaspora reserves the right to cancel your participation if in our sole discretion we determine that your participation may affect the health, safety, or enjoyment of other participants, or if full payment is not received by the deadline.
- 6) **REFUND POLICY:** If Diaspora cancels the Program, or your participation in the Program, for any reason outside of our control and not as a result of your actions, and funds have been paid to third party vendors, we will refund any unused portion of your payment and work with the third party vendors to recoup the money paid to them and will refund any funds that we are able to retrieve, with reasonable effort. If you cancel your participation, 90 or more days prior to the Program start date: (1) we will refund any unused portion of your payment, minus the Deposit, and (2) if you were sharing a room with another participant, the cost of a single room supplement will be deducted from your refund (if any). No refund will be issued for cancellations that occur less than 90 days prior to the scheduled Program date. Diaspora will not reimburse participants for independently purchased items, such as airfare or accommodations. If a refund is due, it will be paid by company check processed within 30 days from the date of receipt of the written notice of cancellation or the date we inform you of the cancellation, as applicable. Refunds will not be available to no-shows or participants who arrive late or depart early from a Program for any reason.
- 7) **PROGRAM MATERIALS:** You are responsible for maintaining personal records of the financial transactions and other documents related to this Program. Once Diaspora delivers documents to you, they become your responsibility.

8) CHANGES TO ITINERARY & ACCOMMODATIONS: Diaspora makes every attempt to ensure Program Itinerary information is accurate. However, changes may occur. We reserve the right to make changes to the Program without prior notice. Should accommodations be changed by Cuban agencies and suppliers, we make every attempt, where and as possible, to secure accommodations of similar quality. We will do our best to inform you in advance of any significant changes.

9) HEALTH AND SAFETY: Everyone of average fitness should be able to enjoy all the Program activities. Consult your doctor to see if your health condition is suitable for the trip. Many guided tours include walking and perhaps walking on uneven surfaces that may be strenuous for some people. You are responsible for all necessary items and assistance related to your condition. Diaspora is not responsible for walking or wheelchair assistance, or the costs of any medical treatment you may require. You should consult the CDC for vaccination requirements at <http://wwwnc.cdc.gov/travel/destinations/list>. Keep in mind that service providers outside of the United States are not required to comply with Americans with Disabilities Act (ADA) requirements that many are accustomed to in the United States. Therefore, ramps and handicap accessible elevators and wide entryways may not always be available. If a traveler has any special needs, they should check with us **PRIOR** to booking.

10) FOOD & BEVERAGE: Diaspora is not responsible for any food allergies or food-borne illnesses resulting from food or beverages consumed.

11) AIRLINE TRAVEL: Diaspora is not responsible for missed flights, delays, or transfers. *You should not make any travel arrangements until you receive confirmation and instructions from Diaspora.* This information will be provided by email. Diaspora is not responsible for the services and policies imposed by the airlines, including lost luggage. Airline schedules and flights are subject to change without notice, and Diaspora is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes. You will be notified immediately of any changes to flights booked by Diaspora on your behalf.

12) PHOTO & VIDEO RELEASE: You grant permission to Diaspora and its representatives, agents, successors, heirs, and assigns (collectively "Diaspora") to photograph, video, and otherwise capture your image and voice during your participation in the Program. You grant Diaspora the right to reproduce, use, exhibit, display, broadcast, distribute, and create derivative works of any of said images and recordings and any associated written copy in any media for promoting, publicizing, or illustrating Diaspora-related activities shared by any participant. You acknowledge that Diaspora owns all rights to said materials and any participant images and recordings within Diaspora possession, and all related written copy. You hereby release, defend, indemnify, and hold harmless Diaspora from and against any and all claims, damages, or liability arising from or related to the existence and/or any use of said images and recordings and any associated written copy.

13) BREACH OF TERMS: If any part of this agreement is broken by you, Diaspora retains the right to refuse further services; notwithstanding anything to the contrary herein, any payments and deposits may be retained as cost of services to date.

14) EXECUTION OF THE TERMS AND CONDITIONS: You represent that you are over 18 years of age and competent to execute the Terms and Conditions.

15) INCORPORATED SECTIONS & SEVERABILITY: The benefit of each provision of the Program Agreements, and all other agreements, waivers, and release forms executed by you regarding the Program, shall be deemed, respectively, to be separate and severable and enforceable accordingly. If any provision herein is found to be unenforceable or void, but would be enforceable in a reduced form, in terms of scope or duration, the provision shall have effect in such reduced form.

16) GOVERNING LAW: All causes of action arising from this agreement or your participation in this program shall be governed by and construed in accordance with the laws of the State of Louisiana. You hereby consent to the exclusive jurisdiction of any State or Federal court located in the State of Louisiana.

LIABILITY RELEASE

I further understand that my participation in the Program may involve risk of injury and loss, both to person and property, and that Diaspora operates the Program independent of the hotels, airlines, and other entities that are used during the Program. Activities provided in connection with the Program including without limitation transportation, lodging, and sightseeing are provided by the carrier, hoteliers, and other suppliers that are independent contractors and not agents for, employees, partners, or joint venture participants of Diaspora. Diaspora is not responsible for acts or omissions of such independent contractors. Diaspora is not liable for injury, death, damage, loss, accident, delay, or irregularity in connection

with the service of any automobile, motor coach, airplane, launch, or any other mode used in carrying out the Program or for the acts, omissions, or defaults of any company or person engaged in conveying the passenger or in carrying out the arrangements of the Program (“Transportation Indemnity Events”).

I acknowledge and agree that Diaspora has no liability or responsibility for any of the following that arises from or is related to my participation in and travel to and from the Program, whether known or unknown, foreseen or unforeseen: 1) accidents, delays, irregularities, losses, damages, injury or death to person or property, including but not limited to those resulting from the accommodations, food, travel, day-to-day trip activities, or failure of any means of transportation to comply with schedules; 2) financial damage; 3) additional costs; 4) penalties; 5) levies; 6) fines; 7) assessments; 8) quarantines; 9) strikes; 10) trade embargoes; 11) discrepancies or changes in transit or living accommodations; or 12) accidents of any kind including those resulting directly or indirectly from acts of war, nature, detention, weather, government, political forces, terrorism, or crime (“Program Indemnity Events” and together with Transportation Indemnity Events, “Indemnity Events”).

I hereby release Diaspora, its owners, members, employees, agents, volunteers, heirs, and assigns, from or regarding any and all claims, demands, rights, and causes of action of whatsoever kind and nature, that arise from any and all Indemnity Events. I fully assume all risk of travel and hereby release Diaspora from any and all liability to the maximum extent permitted by law.

Participant Signature

Date

Participant Name Printed