JWK LUXE TRAVEL, CO.
TERMS & CONDITIONS

LAST UPDATED JUNE 25TH, 2025

JWK Luxe Travel, doing business as Detour by Design ("Detour by Design," "we," "us," or "our"), is a corporation formed in the State of Utah. Detour by Design operates as a travel agency affiliated with Travel Experts, Inc., offering travel services to clients ("you," "traveler," or "participant"). Our travel services include planning multi-country trips throughout Europe, family travel, luxury travel, and custom-curated itineraries to destinations across the globe.

1. CONTRACT. We draw your attention to the Terms and Conditions of travel outlined below. These Terms and Conditions—including all brochures, service agreements, documents, correspondence, and the terms and conditions of our suppliers (collectively, the "Terms and Conditions")—form the basis of a legally binding contract between you and Detour by Design. Before making a booking with us, you must read, understand, and accept these Terms and Conditions. If you have any questions, we encourage you to raise them with us prior to booking. **Please be aware that these Terms and Conditions include important provisions such as waivers of liability, a class action waiver, and clauses regarding venue selection and notice requirements**. By asking us to confirm your booking, or by otherwise using our services in connection with your travel, you acknowledge that you have read, understood, and agreed to be bound by all of the Terms and Conditions stated herein. If you do not agree to any part of these Terms and Conditions, you must not make a booking with us or utilize our travel-related services.

If you are making a booking on behalf of a couple, family, or group, you are responsible for sharing these Terms and Conditions with all members of your party and for ensuring their compliance. You are also financially responsible for the booking. We are not liable for your failure to inform other travelers of these Terms and Conditions.

By proceeding with a booking, you represent and warrant that:

(a) you are of legal age to use our services and website,
(b) you have the authority to create binding legal obligations,
(c) you are legally authorized to act on behalf of all travelers for whom you are booking and to accept these Terms and Conditions on their behalf, and
(d) all information provided by you or on behalf of your group is true, complete, and accurate.

2. VIOLATIONS BY YOU. You agree that any violation of any such Terms and Conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable Travel Product.

3. CHANGES TO THESE TERMS AND CONDITIONS. Detour by Design reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will be posted on our website www.detourbydesign.com ("website") and are effective immediately on posting. If we make material changes that impact your booking(s) with us, we will notify you. Please check frequently, especially before you make a booking, to see if these Terms and Conditions have changed. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions, constitutes your consent to the changes.

4. BOOKING/PAYMENT. When you are ready to begin planning your next travel experience, please contact us by email, phone, or by submitting the inquiry form on our website at https://www.detourbydesign.com/work-with-me. Once we receive your inquiry, we will follow up by email to begin discussing your travel preferences and needs. Once we determine we are a good fit, we will either issue an invoice for the Planning Fee (as described below) or begin researching and creating your proposal. Where a planning fee is charged, we will begin researching and crafting your personalized travel proposal once the planning fee payment has cleared. Planning fees are always NON-REFUNDABLE even if you do not book with us or cancel your travel plans.

Once we have prepared your proposal, we will send it to the email address you provide to us for your review. After you have reviewed your proposal, we will be available to answer any questions or make changes. When you are ready to proceed, we will hold your requested accommodations and ask you to review before confirming your booking. If traveling internationally, we may require additional information for all members of your travel party.

To confirm your booking(s) with us, you must complete the appropriate credit card authorization forms authorizing Detour by Design to use your payment information for deposits or final payments directly to travel Suppliers and confirm that you have read and agree to these Terms and Conditions. Once your deposit (or full payment, if applicable) is processed, we will send you a booking confirmation and payment receipt. This confirmation will include the Supplier's terms and conditions. Please review Supplier policies carefully, as changes or cancellations may result in fees.

Once confirmed, we will provide instructions for future payments and send reminders ahead of your final payment due date(s). You must complete any requested payment authorizations on time to avoid cancellation. If you are making a booking within 60 days of departure, full payment may be due at the time of booking. If full payment is not received by the due date, we reserve the right to cancel your booking and apply any applicable cancellation fees. This will be considered a cancellation by you, and Supplier cancellation terms will apply. Please note that discounted fares often carry restrictions and changes may result in additional costs.

All deposits are typically **non-refundable**, unless otherwise stated in the Supplier's terms and conditions.

Travel insurance may be included in some packages, but if not, we will provide quotes separately. We strongly encourage purchasing travel protection insurance, and we will send insurance options shortly after booking.

You will have access to your itinerary throughout the planning process via our itinerary app, which updates in real time. If you are planning a FIT (fully independent travel) trip or a complex itinerary, we will also offer a pre-trip consultation to walk through the details with you before your departure.

Approximately two weeks prior to departure you will receive your final documents with a summary of all travel confirmations and destination details. Additional information and on-site contacts from Suppliers may be provided closer to your travel date and will be added to your itinerary app accordingly. While you are traveling, we will remain available for support, and you will have access to both the on-site contact and our direct contact information.

5. PLANNING FEES. While our work on your travel experience officially begins once you agree to book with us, the planning process starts well in advance. We draw from decades of travel experience, both inside and outside of the travel industry, ongoing education, and strong supplier relationships to offer the best travel options custom to your vacation plans. Each custom proposal involves significant time spent researching, planning, and coordinating with suppliers to ensure every detail is thoughtfully arranged.

To compensate fairly for our expertise and effort, we may charge a planning fee of $300+ per booking, which varies based on factors such as family or group size, length of stay, destination(s), complexity, and level of planning required. Full payment of this fee is required before we commence researching and preparing your proposal. **All planning fees are always non-refundable, regardless of whether you choose to book with us or cancel for any reason.**

6. CREDIT CARD BOOKINGS. Travelers must provide us with a clickwrap (checkbox) or signed authorization for every transaction for your travel. Your authorization is an agreement for us to charge your credit or bank card and an acknowledgement and agreement to these Terms and Conditions, including without limitation the cancellation and chargeback terms. As such you agree not to make any improper chargebacks.

In certain cases, you can 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 to try to resolve your concerns. Detour by Design retains the right to dispute any chargeback that is improper and recover any costs, including attorneys' fees, related to improper chargebacks and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

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

7. PRICE AND RATE CHANGES. Prices listed in your proposal or itinerary are based on known costs at the time of publication and include estimated local taxes. While all advertised prices are accurate when published, we reserve the right to adjust them as needed.

Final pricing and specific inclusions will be confirmed at booking via an authorization or invoice. Until final payment is received, we may adjust your travel price if our costs increase due to supplier changes, taxes, currency fluctuations, fuel costs, airport or port fees, or government actions. Any changes will be reflected in an updated invoice. We also reserve the right to correct pricing errors and will inform you of any known discrepancies prior to booking. Once final payment is made, your price is guaranteed.

8. TRAVEL PROTECTION INSURANCE. It is the traveler's responsibility to protect their purchases, but travel protection insurance is not included in the cost of your trip unless expressly listed as an inclusion. For this reason, travel protection insurance including additional "cancel for any reason" coverage (or something similar) is strongly recommended. Such plans should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection insurance plans can help protect you in the event of loss of non-refundable 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 insurance plans including "cancel for any reason" coverage should be purchased in close conjunction with your travel purchase as certain policies have limitations on the type of coverage offered after 10 -14 days of your booking deposit.

Detour by Design is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans or coverage. Detour by Design cannot evaluate the adequacy of the prospective insured's existing insurance coverage and cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer's policy and makes no representations about the extent of coverage for any policy it may offer or quote. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

If you decline travel protection insurance, we kindly ask that you complete our travel insurance waiver within fourteen (14) days of your initial travel booking deposit. If you decline travel protection insurance, you understand that travel protection insurance is NOT included in your booking, and you fully understand our cancellation policies, the Supplier cancellation policies, and all possible losses that can occur without adequate protection.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Detour by Design 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.**

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

10. HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your travel plans, 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. Detour by Design will communicate requests to Suppliers 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 Suppliers are 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 Detour by Design at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

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

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

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

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of

Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: http://www.tsa.gov/traveler-information/acceptable-ids. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass through TSA security checkpoints—even for domestic travel. Visas are required when they apply. You can find out if your international destination requires a visa at https://www.usa.gov/visas-citizens-traveling-abroad. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Detour by Design strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. **Please visit www.travel.state.gov or https://www.dhs.gov/real-id for the most updated requirements for travel documentation.**

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Detour by Design shall not be liable for any losses, expenses, or refunds to you or anyone in your group. In addition, recommended inoculations and vaccinations for travel may change and you should consult your practitioner about current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at https://www.cdc.gov/.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings trips. Detour by Design bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

13. **AIRFARE.**

DISCLAIMER. Your contract for airfare (e.g., for domestic, international and/or charter flights) is with the air carrier, charterer, or other operator or owner of the aircraft, subject to its terms and conditions, and we will not be liable for any fees or expenses, including without limitation, change fees, baggage fees, cancellation fees or any other additional costs you incur with the air Supplier. For charter trips/flights, please be aware the charter operator can legally change (with limited notice) departure times up to forty-eight (48) hours, and flights advertised as non-stop may be changed to make intermediate stops. Suppliers can substitute types of aircraft and even airlines, and have limited, if any,

responsibility for baggage delays or losses, and have very stiff cancellation penalties. In addition, frequent flyer miles may or may not be accrued and advance seat assignments may not be available. We have no liability, responsibility, or obligation in connection with any costs incurred with the foregoing, or any airfare component of your trip generally.

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

BAGGAGE FEES. Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. We are NOT responsible for additional fees incurred for baggage or seating.

RE-CONFIRM YOUR FLIGHT. We advise you personally to re-confirm your flight schedule within 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.

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

14. CHANGES & CANCELLATIONS BY TRAVELER.

Changes by Traveler. Since changes may be considered cancelled services, additional cancellation penalties may apply. Changes are subject to additional Supplier charges, are based on availability, and may incur additional fees. Changes to airfare or other ticket contracts are subject to the air carrier or other applicable Supplier's terms and conditions. For certain changes, we may charge a fee up to the amount of the initial planning fee. If no planning fee was charged, we may charge $50 per traveler for changes, in addition to any charges incurred by the Supplier(s).

Cancellations by Traveler. Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Any planning fees paid to us prior to cancellation are always non-refundable. For certain travel bookings we may (in our sole discretion) charge cancellation fee in a minimum amount of a $500 per booking. All suppliers have their own cancellation policies, which apply

to your booking. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the Supplier's terms and conditions. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not Detour by Design. If you owe a cancellation fee to Detour by Design, you authorize us to collect that fee by deducting the amount from any refund issued to you by the Supplier, if permitted by the Supplier. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a Supplier's failure to pay a refund, or for Supplier bankruptcy or insolvency.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we **strongly encourage** the purchase of a travel protection plan including additional cancel for any reason coverage.

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refunds. Cancellation policies for cruises vary by cruise line. You will be advised of their cancellation policy at the time of booking and in your booking confirmation. If you are ever curious about the Supplier's cancellation policies, please be sure to inquire with us prior to booking any itinerary with us.

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

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

16. NO REFUND FOR UNUSED ARRANGEMENTS. As our prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.

17. FORCE MAJEURE. Detour by Design 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, cybersecurity issues and/or technology outages or disruptions, 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 Detour by Design that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions ("force majeure"). In circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (it being under no obligation to do so), we will refund these to you without any charge by Detour by Design.

18. NON-RESPONSIBILITY. Detour by Design and its directors, board members, president, chairpersons, officers, owner(s), shareholders, employees, affiliates, agents, and representatives ("Representatives") use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Detour by Design is an independent contractor and is not a Representative of any of these Suppliers. Detour by Design does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not Representatives of Detour by Design. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Detour by Design, nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Detour by Design in the event any third-party providers or healthcare professionals seek to assist with medical or other help and we are not liable for any costs or missed activities in relation to said assistance. Detour by Design 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; Detour by Design assumes no responsibility or liability for personal property; and Detour by Design shall be entirely relieved of any liability, responsibility or obligations under these Terms and Conditions in the event of any force majeure. Detour by Design accepts no responsibility for lost or stolen items. Detour by Design reserves the right to refuse any traveler or potential traveler at its sole discretion. <u>Traveler understands and agrees that Detour by Design shall only be subject to limited recovery in the amount of commissions and/or fees Detour by Design earned and received from traveler's booking(s) and nothing more.</u>

19. ASSUMPTION OF RISK/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 and conveyance vehicle 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, Detour by Design and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics, diseases, viruses, etc.), physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

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 Detour by Design, 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 AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASES JWK LUXE TRAVEL, CO., AND ITS PRESIDENT, CHAIRPERSONS, BOARD OF DIRECTORS, EMPLOYEES, OWNERS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH ANY BOOKING, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF JWK LUXE TRAVEL, CO. AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE JWK LUXE TRAVEL, CO., AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING JWK LUXE TRAVEL, CO.,. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF THIS ASSUMPTION OF RISK/WAIVER PARAGRAPH SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

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

connection with any of the foregoing. The terms of this indemnification paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

21. CLASS ACTION WAIVER. YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

22. LIMITATION OF DAMAGES. DETOUR BY DESIGN SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES. YOUR PAYMENT OF A DEPOSIT ON TRAVEL, A BOOKING OR A TOUR MEANS THAT YOU AGREE TO THESE CONDITIONS OF SALE AND EXPRESSLY WAIVE ANY RIGHT TO PUNITIVE DAMAGES. YOU FURTHER AGREE THAT ANY RECOVERY YOU DO RECEIVE SHALL BE SOLELY LIMITED TO THE AMOUNT DETOUR BY DESIGN EARNED IN COMMISSION AND/OR FEES FROM YOUR BOOKING(S) RELEVANT TO THE CLAIMS.

23. JURY WAIVER & NOTICE OF INTENTION TO COMMENCE ACTION. YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST UNLESS YOU HAVE FIRST PROVIDED A TYPEWRITTEN NOTICE OF CLAIM TO DETOUR BY DESIGN AT JILL@DETOURBYDESIGN.COM WITHIN THIRTY (30) DAYS AFTER TRAVEL BOOKED WITH DETOUR BY DESIGN, OR CANCELLATION OF THE TRAVEL BOOKING(S), AS APPLICABLE.

24. LIMITATION ON TIME TO BRING LEGAL CLAIMS. 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.

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

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

27. PHOTOGRAPHIC & VIDEO LIKENESS; FEEDBACK. Traveler hereby gives consent and grants to Detour by Design a royalty-free, perpetual, and irrevocable license to publish any photographs, videos, testimonials or feedback of the tour, trip, or traveler in printed or electronic media that is provided to Detour by Design or in which Detour by Design is tagged or identified on any social media platform or application without obtaining further consent and without compensation. Traveler releases Detour by

Design and its representatives from any liability in connection with any use of such photographs and/or video. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video removed from our website or social media, please request said removal per the email below.

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

29. CONTACT US. Detour by Design welcomes your questions or comments regarding your booking(s) or these Terms and Conditions:

Email: JILL@DETOURBYDESIGN.COM
Attn: JILL KNAPP

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