

TERMS AND CONDITIONS, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND DISPUTE RESOLUTION AGREEMENT

RESPONSIBILITY: The Archaeological Institute of America and its agent, Eos Study Tours, and its and their employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, and assigns (hereinafter "Sponsors"), and the tour operator and/or its agents (collectively "Sponsors/Operator") do not own or operate any entity which is to or does provide goods or services for your trip including, for example, lodging facilities; airline, vessel, or other transportation companies; guides or guide services; local ground operators; providers or organizers of optional excursions; food service or entertainment providers; etc. All such persons and entities are independent contractors. As a result, Sponsors/Operator are not liable for any negligent or willful act or failure to act of any such person or of any other third party. In addition and without limitation, Sponsors/Operator are not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of force majeure; acts of God; acts of government; acts of war or civil unrest, insurrection, or revolt; bites from or attacks by animals, insects, or pests; strikes or other labor activities; criminal or terrorist activities of any kind or the threat thereof; sickness, illness, epidemics, pandemics, or the threat thereof; the lack of availability of or access to medical attention or the quality thereof; overbooking or downgrading of accommodations; mechanical or other failure of airplanes, vessels, or other means of transportation; or for any failure of any transportation mechanism to arrive or depart timely or safely. In addition, Sponsors/Operator are not liable for their own negligence, and participant assumes all risk thereof. **CHANGES IN ITINERARY OR FEATURES:** Sponsors/Operator reserve the right to change the itinerary or trip features at any time and for any reason, with or without notice, and Sponsors/Operator shall not be liable for any loss of any kind as a result of any such changes. Sponsors/Operator are not required to cancel any trip for any reason including, without limitation, United States Department of State, World Health Organization, or other Warnings or Advisories of any kind. Sponsors/Operator are not responsible for penalties assessed by air carriers resulting from operational and/or itinerary changes, even if Sponsors/Operator make the flight arrangements or cancel the trip. Sponsors/Operator reserve the right to substitute hotels or attractions of a similar category for those listed in this brochure. **LUGGAGE:** Luggage allowance policies are set by the airlines and may change without prior notice. **PHYSICAL ACCESSIBILITY:** All programs require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance must be reported in writing when you make your reservation. Participants must be able to embark or disembark transportation vehicles, stand for extended periods, climb stairs, and step over raised thresholds all without assistance. All participants will be required to follow safety/sanitization protocols set forth by Sponsors/Operator, local staff, and host country laws, and any participant who refuses to follow protocols may be asked to leave the program with no refunds provided. **REFUNDS:** Prices quoted are based on group participation. No refunds will be made for any part of the program in which a participant chooses not to participate. Refunds cannot be made to participants who do not complete the tour for any reason, nor to participants whose entry into any country or aboard any transportation vehicle, including airplanes and cruise ships, is delayed or denied. **TOUR CANCELLATIONS AND REFUNDS:** Sponsors/Operator reserve the right to cancel this tour prior to departure, in which case payment will be refunded without further obligation on our part unless trip cancellation, itinerary changes, and/or delays are mandated by causes beyond our control, in which case the participant shall have the option of accepting in lieu of the original tour such rescheduled tour or other substituted tour(s) as may be offered by Sponsors/Operator, or else receiving a refund of as much of such advance tour expenditures as Sponsors/Operator are able to recover on the participant's behalf from carriers, third-party tour vendors, etc. Sponsors/Operator, however, shall not have any obligation or liability to the participant beyond the foregoing. **TRIP INSURANCE:** Sponsors/Operator strongly recommend that participants purchase trip cancellation insurance. In the event that you must cancel your participation, trip cancellation insurance may be the only source of

reimbursement. Trip cancellation insurance is available through Sponsors/Operator and others and covers certain expenses in conjunction with cancellation due to illness or accident and damaged or lost luggage. Sponsors/Operator will send participants an application upon receipt of their reservation. **PRICES:** Prices quoted are based on fares in effect at the time of publication and are subject to changes at any time. On all programs, even after full payment, Sponsors/Operator reserve the right to increase the tour price in the event of cost increases due to changes in supplier costs, tax increases, currency fluctuations, or fuel and energy surcharges, and all such increases are to be paid to Sponsors/Operator upon notice to the participant. **FORUM AND METHODOLOGY FOR DISPUTE RESOLUTION:** Any dispute or claim which refers or relates to this contract, any literature related to the trip, or the trip itself shall be litigated solely and exclusively in and for courts in Keene, New Hampshire, subject to substantive and procedural New Hampshire law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein. At the participant's option, however, in lieu of litigation, Sponsors/Operator will agree to binding arbitration in Keene, New Hampshire, subject to substantive, but not procedural, New Hampshire law, pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. **U.S. STATE DEPARTMENT & CENTERS FOR DISEASE CONTROL:** Both the Centers for Disease Control and U.S. State Department publish and update important country-specific information for travelers. We strongly recommend that you review them. They can presently be found at: <https://wwwnc.cdc.gov/travel/notices> and <https://travel.state.gov/content/passports/en/alertswarnings.html>. **ASSUMPTION OF RISK:** Participants agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses or other illnesses, viruses, diseases, or conditions. Participants understand and agree to hold Sponsors/Operator, their officers, vendors and suppliers harmless and not liable for any real or perceived symptoms of any disease, virus, illness, or condition, nor for exacerbating any existing symptoms of any illness, virus, disease or condition, quarantine requirements, disability, and other short-term and long-term health effects, including death. **MISCELLANEOUS:** Participants should not purchase airline tickets prior to receiving their final payment invoice so as to avoid airline cancellation penalties if a tour is canceled or otherwise modified subsequent to the participant's purchase of those tickets. Baggage and personal effects are at all times the sole responsibility of the participant. If weather, flight schedules, or other uncontrollable factors, such as those related to customs and immigration, require you to spend (an) additional night(s), you will be responsible for your own hotel, transfer, and meal costs. Sponsors/Operator reserve the right to decline to accept or retain any participant at any time. The right is reserved to decline to accept as a participant, or remove from a trip, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders, or third parties, or who is determined to detract from the enjoyment of the trip by others. Specific room assignments are within the sole discretion of the hotel. **APPEARING IN PHOTOS:** Photos from AIA Tours' trips may be posted on photo-sharing web sites or on social networking sites. Your likeness may appear in some photos or videos, posted either by other travelers or tour lecturers/guides, and the circulation of the materials could be worldwide. Trip photos may also be selected to appear in future AIA Tours promotions; no compensation is available for appearing in a trip photo used for promotional purposes. **ACCEPTANCE OF CONTRACT:** By forwarding of deposit, the participant certifies that he/she agrees with these terms and conditions, and accepts the terms contained in these Terms and Conditions, Release of Liability, Assumption of Risk and Dispute Resolution Agreement. The participant affirms that he/she has not received or relied upon any oral representation of Sponsors/Operator as a basis for executing this Release.