

## **PARTICIPANT AGREEMENT**

**IMPORTANT: READ ALL SECTIONS, SIGN THIS AGREEMENT AND RETURN A SIGNED COPY TO RISING ROAD TOURS LLC, PO Box 9322, Moscow ID 83843. (Fax 888-371-8895)**

**PLEASE NOTE: YOUR APPLICATION WILL NOT BE CONSIDERED COMPLETE UNTIL THIS SIGNED FORM IS RECEIVED BY RISING ROAD TOURS LLC.**

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR TOUR AND A BINDING AGREEMENT ABOUT YOUR FINANCIAL AND LEGAL RIGHTS AND OBLIGATIONS.**

### **MAKING A RESERVATION**

Contact us at 888-648-8893 or by email at [sam@risingroadtours.com](mailto:sam@risingroadtours.com). Application forms are available online at <http://www.risingroadtours.com>. Reservations may be faxed to Rising Road Tours LLC at 888-371-8895.

### **DEPOSIT REQUIRED**

A deposit of \$500 per person is due within seven (7) days of a telephone or email reservation. You do not have a confirmed reservation until your deposit and your completed and signed APPLICATION FORM and PARTICIPATION AGREEMENT are received.

### **FULL PAYMENT**

The deposit forms part of your final payment. Due dates for final payments are listed on the website and in individual program information.

### **FORMS OF PAYMENT**

We accept personal check, money order/cashier's check, VISA, and MasterCard. Credit card charges will be processed only upon submission of a completed Credit Card Authorization Form. Third party credit cards are not accepted.

### **RETURNED CHECKS**

A \$50 fee and the face value of the returned check payable by money order or credit card will be required. Should a check be returned, all future payments must be made by money order or credit card.

### **PRICES**

Prices are per person based on two persons sharing a room. Single rooms are available at an additional charge. All prices are based on rates (including foreign exchange rates) known at the time of printing and expected to be in effect at departure. Prices, including taxes and fees, are subject to increase without notice.

## **CANCELLATION**

If you cancel your trip more than 45 days before the tour, deposits are refundable less a \$300 cancellation fee. Deposits are non-refundable for cancellation 45 days or less prior to the tour. No refunds are given for services not used by the tour participant. Notice of cancellations must be in writing and sent to Rising Road Tours LLC. When determining cancellation dates, only the date of delivery receipt to Rising Road Tours LLC is considered. There will be no refund for late arrival or early departure or missed or unused services.

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## **CHANGES TO RESERVATION**

A handling fee of \$75 per person will be charged for any alterations or revisions. No changes will be accepted after departure from the USA. Courier costs apply if any changes are necessary. No changes are allowed within 30 days of departure from the USA or after documents have been issued.

## **LAST MINUTE RESERVATIONS**

Bookings received 15 days or less prior to departure will include a \$250 per person last minute booking fee and overnight shipping fee for vouchers. If services are confirmed, final payment is due within 24 hours and all applicable cancellation penalties will apply thereafter. Payment of late bookings is accepted by credit card only.

## **SPECIAL ASSISTANCE**

Any disability requiring special attention should be reported to Rising Road Tours LLC at the time you make your reservation. We will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a companion who is capable of and totally responsible for providing the necessary assistance. The "Americans with Disabilities Act" is a law of the USA and applies to activities within the USA. It does not apply to service providers outside the USA.

## **PASSPORT/VISAS**

A valid passport is required of all tour participants. Passengers are responsible for ensuring that they have the proper travel documents. Passports must be valid six months after your date of return. Non-US passport holders **MUST CHECK** with the appropriate consulate or visa agency regarding visa issues. This information is for non-US citizens only.

## **TRAVEL DOCUMENTS**

Your pre-trip packet will be sent by regular ground delivery after full payment has been received. It includes tour itinerary, joining instructions and other comprehensive tour information.

## **PASSENGER NAME**

Passengers are responsible to ensure that the names on the invoice **EXACTLY MATCH** names as they appear on the passport. Rising Road Tours LLC will not be responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised immediately to the booking agency.

## **BAGGAGE DISCLAIMER**

Because of limited space in the van and because of the short duration of the tour, each participant should bring only one small suitcase or carry-on bag. For most airlines, the total allowed weight of each checked bag is fifty pounds. Total dimensions may not exceed 62 inches (length x width x height). Women's purses (of a reasonable size) do not count as carry-on baggage. Airline restrictions regarding checked and carry on luggage may vary by carrier. Please check with your airline to confirm size and weight restrictions, as these may be changed by the airlines on short notice.

It is wise to pack as lightly as possible, not only to keep luggage under the weight limitation, but also to minimize the difficulty of carrying luggage through airports and loading it on and off the various buses and local transportation we will be using. Carry-on baggage should be small enough to fit either under the seats on the plane or in the overhead storage bins. It is a good idea to have an extra supply of essential items (toiletries, medication, glasses, and a change of clothes) in your carry-on luggage in case your checked luggage is misplaced.

It is a good idea to leave some space in the luggage for any purchases made in Ireland or to have an extra bag (I often pack a small folding bag) for bringing purchases home. Participants are responsible for any excess baggage charges beyond airline-allowed weight limitations.

Rising Road Tours LLC does not assume responsibility for or accept claims for loss or damage to luggage and/or personal items due to breakage, theft, wear-and-tear or through hotel, airline and group carrier handling. It is highly recommended that, for safety and protection, each participant has adequate insurance to cover these eventualities.

## **B&B and MEAL ACCOMMODATIONS**

Accommodation in the countryside will be in Irish and Scottish Tourism Board approved farmhouse B&B accommodations. Accommodations are based on double occupancy. Single rooms may be available at additional cost. In some parts of the west of Ireland, families may be Irish-speaking. Rising Road Tours LLC reserves the right to assign and make changes to housing during the Program, as deemed necessary by Rising Road Tours LLC.

A substantial "full Irish or Scottish breakfast" will be provided in the home each morning. Lunches and dinners will be taken at local inns, pubs, hotels, and restaurants. To keep costs manageable, we often will take advantage of the set menus at these venues. Cost of alcoholic beverages is not included in the tour price.

## **TOUR CHANGES/EXCLUSIONS**

Rising Road Tours LLC will make all reasonable efforts to provide tours as described. Rising Road Tours LLC reserves the right to alter or to cancel any tour prior to departure for any reason including substitution with comparable alternatives, modifications and deletions. Should this occur, Rising Road Tours LLC may propose another departure date.

**If an alternative cannot be found, the full payment will be refunded. We cannot be held responsible for air arrangements.**

**Further, Rising Road Tours reserves the right to dismiss participants from the program and return them home at their own expense for acts of dishonesty or program disruptions.**

### **LATE ARRIVAL TRANSPORT**

**Transport is provided from airport to tour accommodations and from tour accommodations to airport only on the arrival and departure dates and times that are specified per itinerary. If you deviate from the arrival and/or departure dates and times as stated in the itinerary, you will be responsible for making arrangements to meet the group along the stated itinerary. The cost of this service will be the responsibility of the tour participant.**

### **HEALTH REQUIREMENTS**

**Individuals with heart disease, chronic illness, advanced pregnancy, or various stages of asthma should check with their doctor and booking agents before enrolling in any of these tours. All of the tours involve moderate walking, including hills and stairs. If you are taking any prescription medication(s), it is suggested that you bring extra medication and copy of your prescription(s).**

### **SMOKING**

**Smoking is not permitted in travel transport or inside most B&B accommodations. The Republic of Ireland and Scotland recently passed country-wide laws banning smoking indoors in public places.**

### **CONDUCT**

**The participant acknowledges and understands that certain behavior is expected while participating in this program. As a guest in a foreign country, there is certain behavior that is unacceptable and could lead to possible disruption, up to and including termination of participation in this program. Participant agrees to act in an appropriate manner at all times, including when in the company of other program members and when physically separated from program members. Further, participant acknowledges and understands that should the participant have or develop legal problems with any foreign nations or government of the host country, the participant must attend to the matter personally with his/her own funds. Further, Rising Road Tours LLC, its officers, owners, and employees are not responsible for providing assistance under such circumstances.**

### **INSURANCE**

**Trip insurance is included as part of the tour cost. Rising Road Tours LLC provides the Freestyle coverage package from CSA Travel insurance. If you wish to upgrade to CSA's Freestyle Luxe package or any other of its travel insurance packages, information is available through the link on the Rising Road Tours LLC website.**

The Freestyle travel insurance package includes insurance for:

- Trip cancellation and interruption
- Travel delay
- Baggage and personal effects and baggage delay
- Accident, Sickness and Medical expenses (up to \$50,000 per policy)
- Emergency Assistance and emergency medical transportation
- Air flight accident
- Travel accident
- ID theft resolution
- 24-hour nurse help line
- Emergency Assistance services
- Pre-existing condition coverage

### **LATE ARRIVALS**

Arriving later than the advised departure time for group tours may cause the participant to be considered a “no show.” If this eventuality arises, the participant will not be eligible for any refunds for unused services. In the case of late arrival due to airline delay, weather conditions, etc., all efforts will be made to help the participant rejoin the tour in progress. Any extra costs must be paid on the spot and may be different from the price quoted by Rising Road Tours LLC. No refunds will be given at any time.

### **MISPRINTS/ERRORS**

In the event of misprints or errors, Rising Road Tours LLC reserves the right to require or offer a full refund of any monies paid with out further liability.

### **ASSUMPTION OF RISK/RESPONSIBILITY**

You hereby represent that you are in good health prior to tour departure. Rising Road Tours LLC will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. The tour participant agrees that Rising Road Tours LLC, its officers, and its employees act only as agent(s) for the suppliers of transportation, accommodations, food, other goods and services connected with the tour, all of which are independent contractors. Rising Road Tours LLC does not own the vehicles or facilities to be used during the tour, and assumes no responsibility for any cancellation, diversion or substitution of equipment, liability or expense, personal injury, property damage or other loss to persons or property, accident delay, inconvenience or irregularity which may be occasioned, either by reason of or due to any wrongful negligent or unauthorized acts or omissions on the part of any of the suppliers (hotels, restaurants, carriers, etc.) any wrongful, negligent or unauthorized acts or omissions on the part of any employee of any of these suppliers, any defect, or any failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers or any wrongful or negligent acts or omissions on the part of any other party not under the supervision and control, direct or otherwise, of Rising Road Tours LLC. All bookings are accepted subject to the conditions imposed by the independent suppliers and the laws of the countries in which the services are provided and we will make no refund for a supplier’s delay, cancellation, overbooking, strike or force majeure, or for elements of the trip not used.

## **VOLUNTARY RELEASE WAIVER**

The participant acknowledges that this tour may involve self-navigated travel in a foreign country or foreign countries using various means of transportation, that he/she may travel at times unsupervised by Rising Road Tours LLC, and conduct independent research and activities, and that there are risks inherent in such travel and that he/she assumes all risks of travel, including, but not limited to those associated with unreliability of travel or other services, vehicular traffic and automobile accidents, strikes, inclement weather conditions, strikes, natural disasters, hostilities, wars, force majeure, illness and death. Further, the participant acknowledges that there are certain dangers, hazards and risk inherent in international travel and the activities included in the Program and that Rising Road Tours LLC cannot and does not assume responsibility for any such personal risks, including but not limited to personal injury and property damage. Said participant hereby covenants and agrees to protect, exonerate, defend, release, indemnify, and hold harmless Rising Road Tours LLC, its officers, employees, agents of assigns (the “released parties”) from and against any and all loss, damage, cost, expense or liability, including reasonable attorney fees and court costs, which may arise out of this tour or the participant’s association with Rising Road Tours LLC including, but not limited to, that which arises out of, is caused by or related to personal injury, property damage, wrongful death or any other economic or non-economic damages to the participant, his/her family, heirs and assigns, whether caused by the negligence of Rising Road Tours LLC, its officers, employees and agents, or by any of the suppliers of transportation, accommodations, food, services, including while in the Host Country or in transit to or from such country.

Participant hereby agrees that, in the event of non-payment or default of any material term of this agreement, he/she shall be responsible for the costs and expenses of collection, including reasonable attorney’s fees.

No person, other than an authorized representative of Rising Road Tours LLC by a document in writing, is authorized to vary, add, or waive any term or condition in this document, including any term or condition set forth in the preceding provisions.

Any legal proceedings against Rising Road Tours LLC must be commenced within one month following the date of tour completion. Neither Rising Road Tours LLC nor any affiliate shall in any case be liable for other than compensatory damages and the participant hereby waives any right to punitive and consequential damages. All certificates and other travel documents for tour services issued by Rising Road Tours LLC are subject to the terms and conditions specified by the supplier and to the laws of the country in which the services are supplied. This agreement shall be governed by and constricted pursuant to the laws of the State of North Carolina without regard or reference to its conflicts of law provision. No failure of Rising Road Tours LLC to exercise any power conferred hereunder, or to insist upon strict compliance by the participant or any other participant with any obligation hereunder, and no custom or practice of the parties at the variance with the terms hereof shall constitute a waiver of the party’s right to require exact compliance with the terms hereof. Participant hereby warrants that he/she has read this agreement in its entirety and understands that it contains the entire agreement between the participant and Rising Road Tours LLC. Final booking is subject to

**these terms and conditions and any claim or dispute shall be governed by US law and subject to exclusive jurisdiction and venue of the court located in Haywood County, North Carolina, USA.**

**Further, the participant covenants and agrees not to sue Rising Road Tours LLC, its officers, owners or employees for any claims, demands, rights or causes of action of whatever kind arising from or in any way connected with participation in the Program. Participant further agrees to save and hold harmless, indemnify, and defend Rising Road Tours LLC, its officers, owners and employees from any and all claims by participant, participant's family, estate, heirs, administrators, personal representatives, and/or assigns arising out of participation in the Program.**

**Rising Road Tours LLC reserves the right to accept, refuse, or expel any tour participant who cannot meet the requirements of the tour or whose behavior or health, physical, or mental condition is deemed to adversely affect the tour or the enjoyment, convenience, or safety of the other participants. All expenses associated with such action will be borne by the participant.**

**Participant further agrees that Rising Road Tours LLC, its officers, owners and employees are hereby granted permission to authorize emergency medical treatment, and releases such as to responsibility for any injury or damage which might arise out or in connection with such authorized emergency medical treatment. Rising Road Tours LLC, its officers, owners and employees does not and shall not assume any legal responsibility for payment of the costs for such treatment and/or hospitalization.**

**Should the participant become detached from the group, fail to meet a departure bus, airplane, train or other mode of transportation, or become sick or injured, the participant shall seek out, contact and reach the program group at its next available destination. The participant shall bear all costs associated with contacting and reaching the program group.**

**This agreement shall be construed in accordance with the laws of the State of North Carolina, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.**

**I acknowledge and represent in signing this Agreement that I have become fully informed of the content of this Agreement by reading it before signing it. By signing this Agreement as my own free act and deed, I confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I expressly intend that all provisions of this Agreement shall bind the members of my family, my spouse, my estate, my heirs, administrators, personal representatives, and/or assigns.**

**I have read, understand and agree to all items stated above. I state that I am at least eighteen (18) years of age and fully competent to sign this Agreement.**

**This the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.**

\_\_\_\_\_  
**(PARTICIPANT Signature)**

\_\_\_\_\_  
**(WITNESS Signature)**

\_\_\_\_\_  
**(Participant Printed Name)**

\_\_\_\_\_  
**(Witness Printed Name)**

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**Samuel L. Couch, Member-Manager, Rising Road Tours, LLC**