

PARTICIPANT TOUR AGREEMENT

Registration cannot be accepted until the Terms and Conditions, and Release from Liability statement have been read, and you have indicated that you understand and agree to the Terms and Conditions, and the Release, by submitting the Registration Form along with a Tour Deposit.

TERMS AND CONDITIONS

The following contains the Terms and Conditions each participant agrees to when booking a tour with tour operator Travel Muse Inc. ("Travel Muse") and its client, The English-Speaking Union USA ("ESU USA"). This Participant Tour Agreement (the "Agreement") including the Terms and Conditions and any other documentation provided, describes what each participant is legally entitled to expect when he/she books a tour through Travel Muse, in addition to important obligations the participant makes that affect his/her legal rights.

Acceptance of these Terms and Conditions

By registering for a tour with Travel Muse, each participant is agreeing to be bound by the terms of the Agreement. It is the responsibility of each participant to read the Agreement in its entirety.

Participant acknowledges and agrees that Travel Muse may change these Terms and Conditions if circumstances arise that make such changes necessary or unavoidable. If Travel Muse makes material changes, Travel Muse will provide notice to each participant. Continuing to use Travel Muse's services after notice of material changes constitutes each participant's acceptance and agreement to be bound by such changes. Each participant agrees to be bound by the Terms and Conditions that are in effect at the time of travel.

Each participant represents and warrants the information supplied by each participant is true and correct. Each participant agrees that any violation of any such terms and conditions may result in (a) the cancellation of that participant's reservation, (b) each participant's forfeiture of any monies paid for his/her reservation, and (c) each participant being denied access to the applicable travel-related product or service.

Tour Cost

\$9,990 per person, based on double occupancy

\$2,895 single supplement

Registrations and Payment Schedule

- Deposit of \$2,000 per person, double; \$3,000 per person, single *
- Balance is due on or before March 2nd, 2023

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Deposit: A deposit is required to reserve space on the tour, of which \$500 is nonrefundable as a registration and planning fee unless the tour is cancelled due to low enrollment. Deposits are payable by Visa, MasterCard, or American Express, or by check payable to ESU USA.

Balance: Final payment will be invoiced by and is due to ESU USA on or before March 2nd, 2023. Final payments received after this date may be assessed a 3% late fee. A \$50 fee will be charged to participants if checks are returned due to insufficient funds. We will not accept responsibility for wire transfer and/or overnight mail charges in the collection of tour payments or overdue fees.

Each participant's authorization, made verbally or in writing, to charge a credit card for a tour payment is a binding agreement and each participant waives any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agrees to refund policies and procedures as outlined in the Terms and Conditions.

Registrations are accepted after March 7th, 2023, on a space-available basis with payment in full by check only and a completed and signed Participant Tour Agreement at time of registration.

Minimum Number of Participants

This tour is based on a minimum of 15 paying participants. If fewer than the minimum number of required registrations are received, the tour may be cancelled or participants will be advised of alterations to the tour no later than 60 days prior to the tour. If the tour is cancelled due to low enrollment, participants will receive a full refund of all tour payments.

Tour Inclusions

Ten nights’ accommodation total, consisting of seven nights’ accommodation on board the Queen Mary 2 in a Balcony Stateroom, and three nights’ accommodation at Dukes London in a Superior Room, including taxes; Cunard Care coverage for trip cancellation relating to the cruise only; six on-board lectures with Prof. Catherine Loomis; meals on board the Queen Mary 2: breakfast daily, 6 lunches, 7 dinners including one pre-dinner drinks reception; meals in England as follows: full English Breakfast daily, two lunches, two dinners including one pre-dinner drinks reception; coach transportation as indicated in the Itinerary; tours as indicated in the itinerary; gratuities at included meals and for guides; portage in and out at Dukes London; service charges and taxes; complete pre-departure documentation and materials including reading list, travel tips, and destination information.

Tour Exclusions

Airfare, taxes and fuel charges; airport portage; individual transfers to and from the airport; Queen Mary 2 onboard account charges (to be settled the night before you disembark), including: luggage handling @ \$2-5 per bag; bar, wine and spa/salon services; gratuity for all bar and wine (mandatory) – calculated per purchase @ 15% (if you buy a Cunard drinks package, a 15% gratuity will be added to the price of the package to cover tips); gratuity for all spa/salon services (mandatory) – calculated per purchase @ 12.5%; daily gratuities for hotel and dining services (you may opt out or adjust this amount at the Guest Services desk) – calculated daily (in 2022, daily gratuities were \$11.50 per person, per night for guests staying in Britannia Staterooms, and \$13.50 per person, per night for guests in Grill Suites); other optional products and services such as Alternative Dining, Specialty Food Items, Drinks not covered by the Drinks Package, Corkage Fee, Private Group Functions, and Spa Services that are not part of the voyage fare may contain a separate service charge which will automatically be added to your account and distributed to our crew members; fees relating to applying for or renewing your passport; and meals and beverages other than those specified in the itinerary. Also excluded: gratuities for hotel housekeeping; personal items such as telephone calls, room service, valet service, a la carte orders, specialty wines and liquors, laundry charges; travel extensions; tour deviations; entry or departure fees levied by local governments; personal insurance for health, baggage, and tour cancellation or interruption; any other items not specifically included in the itinerary.

Cancellation Policy

Notification of cancellation must be made in writing by mail or email to ESU USA and is effective only upon acknowledged receipt by ESU USA. Cancellation fees are calculated as of the day that notification is received.

There is a non-refundable registration and planning fee of \$500 per person regardless of cancellation date. Planning travel takes extensive training, knowledge, expertise, time, and research. Additionally, many suppliers require payment well in advance of a tour’s departure date and do not offer refunds.

When a participant cancels, the following schedule of per person charges is incurred:

Written Notice of Cancellation received:	Refund / Cancellation Fees (Per Person): *
On or before January 9, 2023	Refund all monies minus \$500 double; \$1,000 single, registration and planning fee
Between January 10 and March 2 nd , 2023	Refund all monies paid minus: -\$1,200 double; \$2,400 single, for Balcony Staterooms -\$2,000 double; \$3,000 single, for Princess Grill Suites and Queens Grill Suites (includes registration and planning fee)
On or after March 2 nd , 2023	No refund

**** Travel insurance is the best way to protect your tour investment. Information will be sent to you upon receipt of your Registration (including acknowledgement of this Agreement).***

All amounts quoted with respect to charges for the tour and travel services are based upon rates in effect at the time the tour was first promoted. At the time of final payment, Travel Muse reserves the right to add any increased amounts arising from changes in taxes and from changes instituted by suppliers or caused by market conditions. In the event that a Tour Price does increase at the time of final payment, a participant has the option to cancel without penalty.

Please note that adjustments cannot be made for unused transfers, sightseeing trips, or meals.

Cancellation Due to Force Majeure Event

Travel Muse and ESU USA cannot accept liability where the performance or prompt performance of our contractual obligations is prevented or affected, or participant otherwise suffers any loss, injury, death, inconvenience, or damage as a result of circumstances amounting to “force majeure.” “Force majeure” means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include acts of God (such as natural disaster, flood, tempest, earthquake, volcanic eruption, unusually severe weather, fire); explosion; actual or threatened war; insurrection; riots; strikes; civil action; decisions or interventions by governments or governing authority including medical or customs or immigration regulation; technical or maintenance problems with transport; changes of schedules or operational decisions of air carriers; terrorist activity or the threat thereof; industrial action; nuclear activity, epidemic; pandemic; and all similar events outside our control. In the case of a Force Majeure event, we will not be responsible for any refund, although if we do receive any refund from our suppliers, we will provide that to you. Travel Muse shall be entitled to deduct from any refund the reasonable actual and potential costs to Travel Muse, including any non-refundable registration and planning fees, and additional expenses incurred in the management and cancellation of the tour.

We reserve the right to alter or cancel the tour or any part of it if such alteration or cancellation is, in Travel Muse’s sole discretion, advisable to protect participant’s safety and/or well-being in cases such as those listed in the preceding paragraph. Travel Muse does not accept responsibility for participant’s financial loss arising from such an alteration or cancellation.

In no event shall our liability exceed the amount received from the participant. If the participant must spend any additional days or nights in the destination(s), participant will be responsible for any additional expenses incurred, including his/her own hotel, transfers, and meal costs.

Changes in Tour

Travel Muse and ESU USA will make every effort to operate the tour as disclosed in the itinerary, but circumstances may arise which require modification of the itinerary, substitution of hotels and other suppliers, changes in inclusions, or changes in staff accompanying the tour. Travel Muse reserves the right to make modifications and substitute alternate suppliers if deemed necessary by Travel Muse. Travel Muse cannot be held responsible for any closure, necessary itinerary change, or curtailment for any reason. These changes will not be considered material changes and the Cancellation Policy outlined above will still apply to a tour that has been modified. Although Travel Muse endeavors to avoid levying surcharges (such as to cover major swings in currency exchange rates or a raise in city taxes on hotels), Travel Muse reserves the right to do so when necessary.

Health

Participant needs to be in good physical and mental health to participate in this tour. This itinerary may involve extensive walking over uneven surfaces, standing for long periods of time, climbing stairs, embarking and disembarking from various types of transports, and visiting sites that are not ADA compliant.

Participant is responsible for his/he own health, mobility, and personal care for the duration of the tour. If participant requires special assistance, participant must be accompanied on the tour by a companion who will provide such assistance. If the tour is being escorted by a tour manager, that person cannot provide disproportionate attention to an individual participant. Any condition that requires assistance or special medical attention or devices must be reported to Travel Muse and ESU USA in the Registration Form.

Travel Muse and ESU USA strongly recommend that the participant obtain medical advice from a personal physician, health care provider, or specialist travel clinic prior to departure as to the likelihood of experiencing any problems with the physical demands of the tour and any necessary health precautions participant should take prior to departure. Travel Muse and ESU USA recommend obtaining such medical advice at least six weeks prior to departure.

Participant must advise Travel Muse and ESU USA via the Registration Form of any special dietary restrictions or requests (e.g. vegetarianism or allergies). Travel Muse and ESU USA will accommodate such requests, if possible.

Condition of Booking

Travel Muse and ESU USA reserve the right to decline to accept any person on the tour and to remove any participant from the tour at any time if, in the opinion of any Travel Muse or ESU USA representative, participant's physical condition or behavior compromises the operation of the tour, detracts from the safety and/or well-being of the other participants and/or tour staff, or renders him/her incapable of caring for him/herself. Travel Muse and ESU USA will not be financially responsible for any unused portion of the tour or any expenses incurred by a participant precluded from completing the tour for any of the aforementioned reasons. Participant shall comply with the instructions of the escorting tour manager at all times while on tour.

When a participant books a tour with Travel Muse and ESU USA, participant accepts responsibility for any damage or loss caused by participant. Compensation for any such damage or loss must be paid directly to the accommodation owner or manager or other supplier. Participant must indemnify Travel Muse and ESU USA for the full amount of any such claim (including legal cost made against Travel Muse and ESU USA).

Travel and Health Documents

It is a participant's sole responsibility to secure and/or pay for any and all passports, visa, travel permits, reciprocity fees, affidavits, proof of vaccination, health certificates, health screenings, inoculations, or other documentation that is required to be permitted entry to each destination. Any failure of a participant to have proper visas and/or passport will likely result in the participant not being able to enter or leave a destination. No refund will be available in any such case, and Travel Muse and ESU USA will have no liability in such case.

Flight Arrangements and Airport Transfers

Each participant is responsible for arranging his/her own transportation to the starting point of the tour and from the ending point of the tour. Participant should not purchase airline tickets until the operation of the tour is confirmed. Travel Muse does not accept liability for any airfare costs or cancellation penalties incurred in association with tickets purchased independently by participant. Travel Muse is not responsible for damage to or loss of baggage, whether temporary or permanent.

When airport transfers are arranged through Travel Muse, participant must provide his/her flight information no less than 21 days prior to departure to ensure transfers will be available. If at any time participant's flight plans change, participant must notify Travel Muse as soon as possible. Failure to do so may result in missing the transfer. Travel Muse will not provide any refunds for missed or unused transfers for any reason, including missing or outdated flight information.

Additional Tour Arrangements

Travel Muse is willing to assist with booking air and special land arrangements, such as hotel room upgrades or additional pre- or post-tour hotel nights in the tour destination(s). Such arrangements are not part of the main tour package and are priced separately. Participant assumes full responsibility for any cancellation penalties or financial losses that may result from such additional arrangements.

If Travel Muse suggests optional activities or participant encounters the opportunity to participate in alternate activities that are provided by independent third-party suppliers, participant will be subject to the terms and conditions of the supplier. The supplier may require participant to execute additional documents, waivers, or releases. Participant's only recourse in case of injury, damage or loss will be against the supplier of the optional or alternate activity.

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**RELEASE FROM LIABILITY, ASSUMPTION OF RISK,
AND BINDING ARBITRATION CLAUSE**

**This Agreement is important. It includes terms and conditions and releases
Travel Muse Inc. and ESU USA from liability.
It must be agreed to by all participants.**

Travel Muse Inc., its owners, directors, officers, employees and affiliates (collectively "Travel Muse") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors.

Travel Muse and ESU USA are not liable for any negligent or willful act or failure to act of any such person or entity, or that of any other third party. Without limitation, Travel Muse and ESU USA are not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof; overbooking or downgrading of accommodations; structural or other defective conditions in hotels or other lodging facilities; financial failure or other defaults by suppliers; mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort; dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, etc.; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; illness, epidemics or the threat thereof or for any other cause beyond the direct control of Travel Muse and ESU USA. In addition, I release Travel Muse and ESU USA from their own negligence and assume all risk thereof. All such losses or expenses will have to be borne by the passenger, as tour rates provide for arrangements only for the time stated.

Travel Muse and ESU USA may take photographs or video of its trips, and participants grant Travel Muse and ESU USA permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

Travel Muse and ESU USA reserve the right to change hotels or other features of the trip if it believes by doing so it will enhance the safety, comfort or enjoyment of the trip. Travel Muse and ESU USA reserve the right to cancel the tour prior to departure in which event the entire payment to it will be refunded with no further obligation or liability on its part. Travel Muse and ESU USA reserve the right to substitute accommodations, tour features, carriers or qualified tour staff; or to alter the itinerary of the program at any time when deemed appropriate or advisable without penalty or liability. Travel Muse and ESU USA, in their sole discretion, reserves the right to decline to accept or retain any participant whose health or actions, in the sole judgment of Travel Muse and ESU USA impedes the operation of the tour or the welfare or enjoyment of fellow participants.

We strongly recommend that tour participants review the destination country's specific information at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list>, both of which contain important information.

Travel Muse and ESU USA are not responsible or liable for loss, damage or theft of personal baggage and belongings, nor is it liable for personal injury, accident, or illness, however caused. We strongly suggest you purchase trip cancellation insurance to guard against various contingencies.

Participant Acknowledgement / Assumption of Risk

I am aware that travel such as I am undertaking involves activities, some in remote areas, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Travel Muse, ESU USA, or other persons and/or by entities either known or unknown, or of willful or criminal conduct of third parties. I am aware that medical services or facilities may not be readily available or accessible or consistent with standards in the

United States during some or all of the time during which I am participating on the trip and that, when available, may not be of the quality which exists in the United States. In order to partake of the enjoyment and excitement of this trip, I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death.

I acknowledge that I have voluntarily applied to participate on the trip designated on this application and that I have read the description of the trip as it appears in the promotional material relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the risks and hazards involved.

COVID-19 Assumption of Risk

I am aware that while on or traveling to or from my trip, I might be exposed to COVID-19. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Travel Muse and ESU USA. from any such developments. In addition, I recognize that the U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same. See

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/>

I also accept the following risks of participating on this trip including, without limitation:

- 1) All other risks associated with coronavirus (COVID-19) including preclusion from public or private buildings, land or areas, inconvenience, limitations and closures, etc.;
- 2) Risk of my travel insurance not covering COVID-19 related claims;
- 3) All risks regarding transportation problems including, without limitation, entry into or exit from any country and/or entry into the United States and/or difficulties with or closure of transportation systems or the unavailability of other features or attractions within the country where my trip takes place;
- 4) The likelihood that at some or all destinations or facilities and/or on cruises, motor coaches or at hotels or restaurants I may be required to undergo a temperature check, wear a mask while in public and observe social distancing requirements and/or produce evidence of a vaccination against COVID-19;
- 5) The potential for being quarantined, even if I am not symptomatic and/or do not have COVID-19 and/or the possible requirement that I have a negative COVID-19 test immediately before or on or after arrival at my destination;
- 6) Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine and evacuation expenses as a result thereof are to be borne by the participant.

Binding Arbitration

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New Mexico law and will take place in Santa Fe, New Mexico. 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.

Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Knowing and Voluntary Execution

I have carefully read the Terms and Conditions; and the Release from Liability, Assumption of Risk, and Binding Arbitration Clause, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Travel Muse and/or its affiliated organizations and agree to it of my own free will.

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