

AAA SELECT VACATIONS

Terms and Conditions

By making a deposit to AAA Select Vacations (AAASV), the traveler agrees to be bound by the below additional terms and conditions.

- 1. Independent Contractor.** AAASV is a travel agency whose business is to arrange travel related services, including but not limited to: accommodations, transportation, sightseeing and entertainment options. In arranging specific vacation packages ("Packages"), AAASV acts neither as an agent of the traveler nor of any providers of travel services. AAASV is not a common carrier and does not directly or indirectly provide any air transportation, rail transportation, ground transportation, accommodations, meals, attractions or other services related to travel.
- 2. Limitation of Liability.** As an independent contractor, AAASV shall not be liable for personal injury or transportation, meals or other services related to travel or which occur from any cause whatsoever during or as a consequence of the customer's travel; nor shall AAASV be responsible for any injuries, damages or losses caused to any traveler due to any terrorist activities, labor unrest, mechanical or construction difficulties, diseases, local laws, theft, climatic conditions, abnormal conditions, or any other actions or conditions outside the control of AAASV. AAASV shall not be liable for any delayed departure, missed carrier connections, substitution of accommodations or performance or of common carrier equipment, termination of services, changes in fares and rates, or cancellation or double booking of reservations or tickets beyond its control and without notice. AAASV reserves the right to change any feature of any Package as it may be necessary with or without notice. It is understood by the traveler that AAASV shall not be responsible for any inconvenience or expense incurred by such changes. AAASV shall not be liable for late delivery or non-delivery of documents and/or tickets and consequences thereof due to the fault of the United States Postal Service, Federal Express or any other letter/parcel carrier which it elects to use. AAASV reserves the right to accept or reject any person as a member of any tour Package at any time for any reason whatsoever.
- 3. Cancellations:** Package is 100% Non- Refundable
- 4. Travel Insurance.** AAASV recommends that you purchase travel insurance.
- 5. Documentation.** Traveler is solely responsible for determining and obtaining proper documentation including any passports or other travel documentation that may be required by air carriers, suppliers, and governmental authorities. Failure to carry proper proof of citizenship may lead to denied entry to aircraft and/or foreign country. A valid passport is required for US citizens traveling outside of the United States. Passports must be valid for a minimum of six months past the date of travel. See www.travel.state.gov for additional information.
- 6. Luggage.** Many airlines are now charging fees for, luggage. Unless otherwise specified in the Package, these fees are payable by traveler directly to the airline. Please contact the airline for specific details. It is traveler's responsibility for determining and complying with airline or other supplier luggage restrictions.
- 7. Minimum Number of Participants.** A Package may require a minimum number of travelers. If AAASV is unable to sign up the minimum number, AAASV reserves the right to cancel the Package with a full refund to you. If AAASV signs up enough travelers to run a Package but cancellations drop the number of travelers below the required minimum, AAASV may run the Package regardless or AAASV may cancel the Package, in its sole discretion.
- 8. Refunds.** AAASV does not give any refunds for unused hotel rooms, meals, sightseeing Packages or other tour arrangements or event tickets. The Package price is quoted as a package; credits are not given for services not used.
- 9. Waiver and Release of Liability.** The traveler by making the deposit hereby waives and releases all liabilities, cause of action, claims and demands against AAASV, its employees, officers, directors, vendors and contractors ("Released Parties"), where such liabilities, causes of action, claims and demands arise in any way from any injury, death, loss or harm (whether foreseen or unforeseen) that occur to traveler or to any other person or to any property during the Package or are in any way related to the Package.
- 10. Indemnification.** Traveler promises to indemnify, warrant, hold harmless and defend the Released Parties against any and all liabilities, causes of action, claims and demands that arise from traveler's acts or traveler's failure to act (including traveler's own negligence) during or relating to the Package. In accordance with this promise, traveler will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorneys' fees that they incur because of any such claims made against them.

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- 11. Applicable Law, Forum and Attorneys' Fees.** This agreement is governed by and shall be construed in accordance with the laws of the state of Rhode Island, without any reference to its choice of law rules. Traveler agrees that any dispute arising from this agreement or in any way associated with the Package shall be brought in the Providence County, Rhode Island and traveler agrees to the jurisdiction and venue of the Rhode Island courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, traveler agrees that the prevailing party will pay all attorneys' fees and costs of the parties seeking to uphold the agreement.
- 12. Oral Representations.** No oral representations, statements or other inducements to sign these terms and conditions, including the release herein, have been made apart from what is contained in this document.
- 13. Minors.** If one of the travelers is a minor, then the signature of the minor's parent or guardian is also required. In consideration of my minor child being permitted to participate in the Package, traveler accepts and agrees to the full contents of this agreement. Traveler understands that traveler is responsible for and traveler accepts the responsibility for the supervision throughout the duration of the Package of any minor travelling in traveler or an authorized chaperone's care. Traveler also agrees to release, hold harmless, indemnify and defend the Released Parties (defined above) from all liabilities and claims that arise in any way related to the Package. This includes any claim of the minor.

TRAVEL TERMS AND CONDITIONS

By booking travel through AAA Northeast, dba AAA Travel ("AAA") you agree to and accept the following Terms and Conditions. Please check your travel documents when you receive them, read all travel contracts carefully, and consider travel insurance for unforeseen circumstances.

I. DOCUMENTATION

International Travel/Passports/Visas: All U.S. citizens, when traveling outside of the United States, are required to carry a U.S. Passport which is valid for at least six (6) months after the travel return date, and which contains a sufficient number of blank pages to attach any necessary visas for your trip. It is your responsibility to inquire with the appropriate consulate or visa agency about obtaining the proper visas for international travel. If you are not a U.S. citizen, passport, visa and other travel requirements and/or restrictions may be different than for U.S. citizens and it is your responsibility to inquire with the appropriate consulate or other agencies regarding such requirements and/or restrictions and for compliance with those requirements. Please note that securing visas for non-U.S. citizens can be a complicated and lengthy process. For individuals traveling to Canada please be advised that persons with felony convictions, driving while intoxicated records, misdemeanors or other offenses may be denied admittance to Canada. It is your responsibility to contact the Canadian embassy or nearest consulate concerning these potential issues prior to travel.

Domestic Travel/Picture Identification: For all travelers 18 years of age and older, an unexpired government/state issued picture identification is required for domestic travel.

All Travelers: You assume complete and full responsibility for having the appropriate documentation while traveling. A physician's "Fit to Travel" letter may be required by travel supplier ("Supplier(s)") prior to travel if anyone on your itinerary has a medical condition, including without limitation pregnancy. Check the Supplier website for details and consult with your physician, as necessary. Those traveling with a minor child should make sure they have the appropriate documentation regarding custody and citizenship for each minor child. You hereby release and indemnify AAA from and against (i) any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and (ii) liability for any and all expenses related thereto and related to all safety and security conditions of such destinations. AAA will not be responsible for any delays, damages, and/or losses including missed portions of trip or denied boarding or entry due to improper travel documentation. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U. S. State Department, (202) 647-5225, or access the State-Department's on-line travel advisory service at <http://travel.state.gov/content/passports/english/alertswarnings.html>. For medical information (including vaccination requirements), contact the U. S. Centers for Disease Control (CDC), 800-232-4636, or at www.cdc.gov/travel or <http://wwwnc.cdc.gov/travel/notices>.

II. FLIGHTS

It is your responsibility to reconfirm your flights directly with the air carrier prior to your departure. Check in at least two (2) hours prior to flight time for domestic destination flights and three (3) hours prior for international destination flights. Allow extra time for holiday travel. Please note that check-in times are subject to change so it is recommended that you reconfirm with the airline. The airline can cancel your reservation up to one (1) hour prior to departure if you have not checked in. Additionally, you should verify with the airline directly or on their website prior to your departure for current details on allowable luggage pieces, fees, size and weight limitations since they vary from airline to airline. Research baggage fees and information at: <http://www.iflybags.com>. Disinsection is permitted under international law, and required by some countries, in order to protect public health, agriculture and the environment; therefore, aircraft may be subject to insecticide treatment(s) with or without passengers onboard depending on the country of destination and including spraying the aircraft cabin with an aerosolized insecticide or treating the aircraft's interior surfaces with a residual insecticide (residual method). See: <http://airconsumer.dot.gov/spray.htm> for country listing and details.

Airline tickets are non-refundable, non-changeable, subject to a change fee imposed by the air carrier and have an expiration date, unless otherwise disclosed in writing. In accepting this ticket, you verify that the schedule, dates, seats, city pairs and names are accurate. Seats are subject to change at the airline's discretion. When flights are booked in conjunction with a tour or cruise, any changes in the airline's operation which require a change in flights or carriers is the sole responsibility of the cruise/tour operator and not the responsibility of AAA.

III. TOURS AND CRUISES

It is your responsibility to read all terms and conditions of the tour operator or cruise line prior to your departure. If you experience a problem while traveling, contact your tour director or cruise purser, or call the tour operator or cruise line assistance numbers noted on your travel documents. Additional fuel surcharges may be imposed at any time by the tour operator or cruise line, up to and including time of departure. When notified of such additional fees, it is your responsibility to pay them. Your AAA travel agent will make every effort to notify you when the tour or cruise vendor gives advance notice of such additional fees.

IV. **ACKNOWLEDGEMENTS**

You understand that AAA, its affiliates, subsidiaries and travel agents, are acting as an intermediary for Suppliers in selling travel-related products or services, or in accepting reservations or bookings for services that are not directly supplied by AAA (such as air and ground transportation, hotel accommodations, meals, tours, cruises, carriers, wholesalers, transportation companies, tour operators, service companies, etc.). AAA maintains no control over the action of these Suppliers and, therefore, shall not be responsible for the actions of these Suppliers, their breach of contract, their failure to comply with any laws, including without limitation, the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such Suppliers or Suppliers' subcontractors, which result in any loss, damage, delay, inconvenience or injury to travelers or travelers' companions or group members. You also understand that AAA shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorists' acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of AAA's control. By embarking upon your travel, you voluntarily assume all risks involved in such travel, whether expected or unexpected. You are hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility you may be unable to travel as scheduled because of personal emergency.

You have reviewed the itinerary provided for the subject travel arrangements, verified that the names of the passengers traveling are correct, confirm that this is what you requested and that you have been offered travel insurance to protect your purchase. By placing an order with AAA, you also agree to abide by the terms and conditions of the applicable Supplier without reservation, and to be bound by the limitations therein. You expressly acknowledge acceptance of such terms and conditions on behalf of all passengers in your traveling party, and you represent that you have the authority to act on each on their behalf in this regard. You have been advised of the penalties, including cancellation, applicable to changes or cancellation of your travel purchase. You further understand that payment for this travel purchase may entail financial risk, especially if by means other than credit card.

You understand that if you are purchasing a tour or cruise package that includes airfare sold by the Supplier, the airfare portion may be subject to supplemental price increases imposed by the Supplier due to increased fees, fuel surcharges, taxes, or fluctuations in foreign exchange markets or any combination thereof, that may be imposed after the date of purchase, unless paid in full. However, even if paid in full, additional post-purchase price increases may be applied by government taxes, fees and surcharges. You consent to any post-purchase price increases as stated above and authorize AAA to charge your credit card for such additional amounts; provided, however, AAA agrees to contact you prior to such charge. If you are purchasing a cruise, you authorize AAA to check in online and accept the terms of the Passenger Cruise Contract on your behalf and print electronic documents for your booking; provided, however, you acknowledge that you (not AAA) are responsible for review and acceptance of, and compliance with, the Passenger Cruise Contract.

By booking travel, you represent that you have reviewed the above information and understand and agree to all of the Terms and Conditions provided herein.