



# GENERAL TERMS AND CONDITIONS

## *Ancient Traditions of Japan's Inland Sea*

April 18 to 29, 2023

### ♦ RELEASE OF LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION AGREEMENT

**RESPONSIBILITY:** Gohagan & Company, Princeton Journeys, and its and their employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, and assigns (collectively "Gohagan"), do not own or operate any entity which is to or does provide goods or services for your program 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, Gohagan is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Gohagan is not responsible for any injury, financial or other 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 God or force majeure, acts or orders of government, denial or delay of entry into any country, 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 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. Further, I release Gohagan from its own negligence and assume all risk thereof.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept as a program participant, or remove from a program, without refund, any person Gohagan judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other program participants, leaders or third parties, or who Gohagan determines to detract from the enjoyment of the program by others. Specific room/cabin assignments are within the sole discretion of the hotel or cruise line.

Gohagan reserves the right to change the itinerary or program features at any time and for any reason, with or without notice, and Gohagan shall not be liable for any loss of any kind as a result of any such changes. Ship schedules, port calls, hours of arrival and departure, sightseeing events, special programs and guest lecture series (if applicable), are subject to change or cancellation. Gohagan reserves the right to substitute motorcoach transportation using hotels, inns or lodges for cruise accommodations if necessary due to weather, water conditions or levels, other events of force majeure, mechanical or other conditions beyond the control of Gohagan. Gohagan is not responsible therefor and is not required to compensate passengers under these circumstances. Gohagan may cancel or postpone a program (or an option) for any reason whatsoever. If so, for cancellations based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to Gohagan to the extent its suppliers are crediting Gohagan with those moneys paid by Gohagan to them. Under no circumstances is Gohagan obligated to refund the cost of any purchased travel insurance. Gohagan is not required to cancel any program for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Gohagan is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Gohagan makes the flight arrangements or cancels the program. Gohagan reserves the right to substitute vessels, hotels or attractions of a similar category for those listed in this brochure.

**UNIVERSITY DISCLAIMER:** Princeton Journeys is pleased to provide this service of facilitating travel opportunities for its Alumni and Friends. Princeton Journeys strives to work with the best tour operators to make available interesting and enriching travel opportunities for the Princeton family.

Please note that the University does not conduct tours, nor does it act as an agent for guests interested in tours. Princeton Journeys acts as a facilitator with tour operators, with whom tour participants make arrangements for completing travel, and is pleased to act as a liaison with tour operators should you have any questions or concerns that may arise before, during, or after your tour. Princeton Journeys encourages you to familiarize yourself thoroughly with the tour operator's cancellation and refund policies, and also to investigate available services such as trip cancellation

insurance. The University is not responsible for changes to trips or travel arrangements or for losses or additional expenses resulting from travel.

**NOT INCLUDED:** Passport, visas and associated fees; COVID-19 related expenses and associated fees; personal expenses such as laundry, telephone calls and Internet access or any other expenses unless specifically otherwise described; trip cancellation, and baggage insurance; gratuities to hotel personnel; optional sightseeing excursions; baggage charges on aircraft; local departure air/airport tax(es); airfare and associated local taxes, airport facility and security taxes and federal inspection fees not listed as included in the travel program; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure if you are arriving earlier or later than and/or departing earlier or later than the scheduled group transfer(s); any overnight on land due to flight schedule(s); meals, alcoholic or other beverages and all other services not specifically mentioned as included in the travel program.

**AIRFARE:** Airfare is subject to change and availability and, depending on the fare basis, likely is nonrefundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Gohagan.

**LUGGAGE:** Luggage allowance policies are set by the airlines and may change without notice.

**PHYSICAL ACCESSIBILITY:** All programs require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Participants must be able to embark or disembark motorcoaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for handling equipment.

**CANCELLATIONS:** Cancellations for all or any part of the program including pre/post program(s) reservation(s) will not be effective until received in writing in the offices of Gohagan.

All cancellation fees will be waived from the time of booking through 96 days prior to departure for main program and pre- and/or post-program option bookings.

**Thereafter, cancellation fees apply as follows:**

61 through 95 days prior to departure: A cancellation fee of 50% of the tariff paid, including fees paid for pre- or post-program options.

45 through 60 days prior to departure: A cancellation fee of 75% of the tariff paid, including fees paid for pre- or post-program options.

44 days or less prior to departure: A cancellation fee of 100% of the tariff paid, including fees paid for pre- and/or post-program options.

In the event of a cancellation between 45 and 95 days prior to departure, the refund will be by credit, usable on a future Gohagan trip which commences on or before December 31, 2023.

These cancellation fees are applicable only for new bookings. For bookings which have been transferred, the original cancellation fee as stated in the original brochure applies.

In addition, for in all bookings any applicable airline cancellation fees, optional excursion cancellation fees and administrative fees may apply.

**TRAVEL INSURANCE:** As a service to its travelers, Princeton Journeys automatically provides all participants with basic medical, accident, and evacuation coverage under a group travel insurance policy. **It is highly recommended that you supplement this basic protection with your own additional coverage, as well as trip cancellation/interruption or baggage coverage.** Information on additional insurance is available and will be mailed upon receipt of your reservation.

**RATES:** Prices quoted are based on fares in effect at the time of printing and are subject to change at any time. On land and/or cruise programs, even after full payment, Gohagan reserves the right to increase the program price in the event of cost increases due to changes in supplier costs, currency fluctuations or fuel or energy surcharges and all such increases are to be paid to Gohagan upon notice to the program participant of such increases. On programs which

include Gohagan purchased interstate or international air (which originates or returns to the United States), no increased costs will be passed on after final payment except for subsequently imposed governmental tax increases.

**REGISTRATION:** CST#: 2031868-40, WST#: 601 767 666, OST#: TA 0905.

**BINDING ARBITRATION:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the program, or the program itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 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) Illinois law and will take place in Chicago, IL. 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, the participant and Gohagan are waiving the right to a trial by jury. Any arbitration commenced against Gohagan must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**ACCEPTANCE OF CONTRACT:** By forwarding of deposit, the participant certifies that he/she does not have any mental, physical or other condition of disability that would create a hazard for him/herself or other participants and accepts the terms contained in this Release of Liability, Assumption of Risk and Binding Arbitration Agreement.

**TRAVEL ARRANGEMENTS BY:** Gohagan & Company.

**FORMAL ACCEPTANCE OF CONTRACT:** I/We accept the above terms contained in this Release of Liability, Assumption of Risk and Binding Arbitration Agreement for this trip or for any trip to which I may transfer.