



PARTICIPANT AGREEMENT & TERMS AND CONDITIONS

LAST UPDATED FEBRUARY 27, 2026

TerraMarine, LLC, doing business as Bluetail Travel ("Bluetail Travel," "we," "us," "our"), is a Virginia limited liability company and an independent affiliate of Travel Experts, Inc., a Virtuoso member agency located at: 212 Sawmill Road, Raleigh NC 2715. We specialize in planning luxury cruise journeys and curated travel for our clients ("you," "traveler," or "participant") to exceptional destinations worldwide.

- 1. CONTRACT.** We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, services agreements, Privacy Policy ([link](#)), documents, correspondence, as well as the terms and conditions of the suppliers (collectively, "Participant Agreement" or "Terms and Conditions"), which form the basis of this legally binding contract with you. Before making a booking with us you must ensure that you have read and understand these Terms and Conditions (raising any questions you may have with us). **PLEASE BE AWARE THAT THESE TERMS AND CONDITIONS CONTAIN WAIVERS OF LIABILITY, WAIVER OF CLASS ACTION, AND VENUE SELECTION AND NOTICE CLAUSES.** By asking us to confirm your booking or otherwise by utilizing our services in connection with your travel, you are accepting all of the Terms and Conditions laid out herein and acknowledging that you have read the terms of this contract and agree with them. If you do not agree with any part of these Terms and Conditions, you must not make a booking with us, authorize payment, or make any planning fee payments in connection with our travel-related services.

If you are making a booking as a family, couple, or are the lead traveler as part of a group, you are responsible for sharing these Terms and Conditions with all travelers joining you and are financially responsible for the booking. We will not be liable for your failure to share the Participant Agreement and Terms and Conditions with all travelers in your family or group.

You represent and warrant that:

- (a) you are of sufficient age to use our services and website,
- (b) you can create binding legal obligations in connection with your use,
- (c) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and
- (d) the information supplied by you or members of your group is true and correct.

- 2. VIOLATIONS BY YOU.** You agree that any violation of any of these Terms and Conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel products and services.

- 3. CHANGES TO THESE TERMS AND CONDITIONS.** Bluetail Travel reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will be posted on our website and will be effective immediately on posting. If we make material changes that impact your booking(s) with us, we will notify you. Your continued use of our

services, including continuing to use or maintain any bookings after any changes to the Participant Agreement and Terms and Conditions, constitutes your consent to the changes.

4. BOOKING/PAYMENT. When you are ready to start planning your next luxury cruise or custom travel, simply contact us either by email at: welcome@bluetailtravel.com or by filling out the [contact](#) form on our website at <https://www.bluetailtravel.com/> ("website").

INITIAL CONSULTATION. Upon receipt of your initial communication, we may, at our discretion, schedule a complimentary call to discuss your travel ideas. On the call we will discuss how we work, how we are able to bring your travel dreams to life, and determine if we are a good fit. Depending on your travel requests, you may be asked to complete an intake form so we can better tailor our travel services to meet your travel requests.

CUSTOM PROPOSAL CREATION. Once we both agree to move forward in planning your travel arrangements, we may send an invoice for our planning fee (described below) before we proceed. For luxury cruise travel, a planning fee may not be required, depending on the scope and complexity of other travel elements. If there is a planning fee, the amount will be clearly communicated. Upon receipt of any applicable planning fee, and agreement to these Terms and Conditions, we will research and create your custom proposal. We ask that you review the proposal and bring any questions, comments, or changes to our attention within five days of receipt. We can modify your proposal upon your request. Two complimentary in-scope revisions within thirty (30) days are included, but after that, additional planning fees may apply.

PRICING, RATE CHANGES & AVAILABILITY. All pricing and availability provided in the proposal are subject to change. We reserve the right to add a supplement to your travel prices should the costs of supplying your travel increase, until the travel product and service supplier(s) ("Suppliers") receive your final payment. Any increase in your travel price will be as the result of changes in the costs of supplying your travel resulting from changes by our Suppliers, dues, or taxes payable locally, currency fluctuations, fuel cost increases, airport charges, port fees, or government actions. The prices listed in your proposal, itinerary, or on our website are based on known costs at the date of issue of the proposal, itinerary, or posting to our website. All prices we advertise are believed to be accurate as of the date published, but we reserve the right to change any of those prices from time to time. Prices may include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an authorization or invoice reflecting the current price and particular inclusions. After final payment, your price is confirmed.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware, and of the then-applicable price at the time of booking.

If prices are quoted in a foreign currency, your payment will be made in that foreign currency and will be subject to your credit card issuer's exchange rate. It is recommended that you check with your credit card company on whether they charge foreign transaction fees prior to authorizing payments.

BOOKING CONFIRMATION. When you have made your proposal selection and confirmed which itinerary you would like, we will work to put your reservations in place. In some instances, we may be able to put your requested accommodations or cruise on a courtesy hold for a maximum of seventy-two (72) hours, and request that you review prior to confirming your booking. If traveling

internationally, we may require that you provide us with additional information in connection with your trip and traveling party.

To confirm your booking, you must:

1. Acknowledge and agree to these Terms and Conditions.
2. Complete our credit card authorization form with your payment information; or make a direct payment to the Supplier via the link we provide from the Supplier; and
3. Authorize Bluetail to utilize your credit card for deposits (or final payment if within the final payment deadline), paid directly to Suppliers.

After processing your payment and confirming your reservation(s), we will provide you with a booking confirmation and payment receipt, including the Supplier terms and conditions.

PAYMENT DEADLINES & NEXT STEPS. We will provide next step instructions including all payment schedules and due dates, plus advance final payment reminders. You must complete all requested authorizations on time for us to make payments in full and on schedule. Other information may also be required to complete your booking at the time of deposit or later, such as passport copies or emergency contact information. The traveler is responsible for providing the requested information in a timely manner once requested or completing the information on the Supplier portal (e.g., cruise line or tour company guest portal).

CRUISE LINES ADVANCED GUEST REGISTRATION ("AGR"). Cruise lines require all passengers to complete an AGR, also known as a Guest Information Form ("GIF") prior to sailing. It is the passenger's sole responsibility to complete this form. Forms must be completed no later than fourteen (14) days prior to sailing, or by the date indicated by the cruise line, and can be found on the cruise line website.

FULL PAYMENT DUE. Depending on the timing of your travel and Supplier requirements, full payment may be due at the time of booking. In other instances, there may be an initial deposit due, with final payment due at a later date. If full payment is not received by the specified due date, your travel is at risk of cancellation by the Supplier(s), and we reserve the right to cancel your travel and apply applicable cancellation charges at our sole discretion. Failure to make payment may result in cancellation of your travel plans in full. This constitutes cancellation by you, subject to these cancellation terms and the Supplier cancellation penalties, or fees. The final amount owed is subject to change until your travel plans are paid in full.

IMPORTANT NOTES WHEN BOOKING WITH US.

- Deposits are typically NON-REFUNDABLE and are subject to the Supplier's terms and conditions.
- Travel fares or rates typically involve restrictions; changing arrangements may incur additional costs.
- Be mindful of the Supplier policies regarding changes or cancellations, as fees may apply.
- Some packages include travel protection options; others require separate insurance quotes.
- **We highly encourage the purchase of travel protection insurance and will provide an option within three (3) business days of your booking with us. While travel insurance is**

optional in most cases, it is the lead traveler's sole responsibility to purchase travel insurance or not, regardless of whether a travel insurance waiver is signed.

5. PLANNING FEES FOR CUSTOM TRAVEL. Although our work on your travel experience begins when you agree to book your travel with us, the planning process begins long before that. We pride ourselves on years of experience planning travel, educating ourselves, building relationships, and networking with our Suppliers to provide our clients with the best options for their travel needs. Our custom itinerary proposals often take many hours of planning, researching, and communicating with Suppliers to confirm the custom details for your travel plans. To compensate for our experience, time, and effort, we may charge a planning fee in a minimum amount of \$500/itinerary that varies depending on the type of group, length of stay, destination(s), number of travelers in the group, extent of planning involved, and the general complexity of your trip. Any applicable planning fee will be disclosed upfront after the initial consultation. Some travel arrangements (e.g., straight-forward luxury cruise bookings) may not have a planning fee: this determination is at our sole discretion and is based on factors such as the simplicity, type of travel, degree of planning and itinerary support, and the travel Supplier(s) involved. You agree to full payment of our planning fee prior to receipt of any proposal. **Our planning fees are always NON-REFUNDABLE, regardless of whether you choose to book with us, or if you cancel for any reason.**

6. SCOPE/AGENCY. You agree that Bluetail Travel does not provide, own, manage, operate, supervise, or control the travel services and products that are or may be provided as part of your trip, such as flights, accommodations, cruises, tours and excursions, rental cars, packages, or travel insurance (the "Travel Products"). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties, such as destination management companies, airlines, hotels, cruise lines, and tour operators (the "Supplier(s)"). The Suppliers are solely responsible for the Travel Products, which include, without limitation, any and all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa credits, in-room amenities, upgrades, etc. The Supplier's terms, conditions, and privacy policies apply to your booking, so by booking with us you agree to and understand all Supplier's terms and conditions and privacy policies. Your interaction with any Supplier is at your own risk; Bluetail Travel does not bear any responsibility should anything go wrong with your booking or during your travel. As the traveler, you agree that Bluetail Travel acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the traveler's benefit, and on the express condition that Bluetail Travel shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith. Please review all documents, including the cancellation policies and terms and conditions of your Suppliers, carefully and promptly, as we will not be responsible for any errors or for your unawareness of a Supplier's terms. Unless explicitly stated otherwise, all payments are considered non-refundable.

YOU AGREE THAT BLUETAIL TRAVEL ACTS ONLY AS AN AGENT FOR YOU IN ACQUIRING TRANSPORTATION, HOTEL ACCOMMODATIONS, CRUISES, SIGHTSEEING AND OTHER TRAVEL PRODUCTS, PRIVILEGES OR SERVICES FOR YOUR BENEFIT, AND ON THE EXPRESS CONDITION THAT BLUETAIL TRAVEL SHALL NOT BE RESPONSIBLE FOR ANY ACT, OMISSION, NEGLIGENCE, BANKRUPTCY, INSOLVENCY OR DEFAULT OF ANY SUPPLIER, COMPANY OR PERSON ENGAGED IN OR RESPONSIBLE FOR ANY TRAVEL PRODUCTS, OR OTHERWISE IN CONNECTION THEREWITH. TRAVELER FURTHER AGREES THAT BLUETAIL TRAVEL SHALL NOT BE LIABLE FOR ANY INJURY TO PERSON OR PROPERTY, OR ANY OTHER LIABILITY

WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, DIRECT, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE TRAVEL PRODUCTS OR SERVICES BOOKED WITH ANY SUPPLIER THROUGH BLUETAIL TRAVEL. BLUETAIL TRAVEL SHALL NOT BE LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, BANKRUPTCY, INSOLVENCY, OR NON-PERFORMANCE WHICH MAY OCCUR DUE TO THE FAULT, WILLFUL ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE OF ANY SUPPLIER AND/OR ITS RESPECTIVE EMPLOYEES, CONTRACTORS, MANAGERS, OWNERS, AGENTS, OR OPERATORS.

7. AIRFARE.

DISCLAIMER. Your contract for airfare (e.g., for domestic, international, and/or charter flights) is with the air carrier, charterer, or other operator or owner of the aircraft, subject to its terms and conditions, and we will not be liable for any fees or expenses, including without limitation, change fees, baggage fees, cancellation fees or any other additional costs you incur with the air Supplier. For charter trips/flights, please be aware the charter operator can legally change (with limited notice) departure times up to forty-eight (48) hours, and flights advertised as non-stop may be changed to make intermediate stops. Suppliers can substitute types of aircraft and even airlines, and have limited, if any, responsibility for baggage delays or losses, and have very stiff cancellation penalties. In addition, frequent flyer miles may or may not be accrued and advance seat assignments may not be available. We have no liability, responsibility, or obligation in connection with any costs incurred with the foregoing, or any airfare component of your trip generally.

INSECTICIDE NOTICE. Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time:
<https://www.transportation.gov/airconsumer/spray>

BAGGAGE/SEAT SELECTION. Due to continual changes in airline baggage and seat selection policies, it is suggested that you inquire with your airline's website for up-to-date fees and information. We are NOT responsible for additional fees incurred for baggage or seating.

RE-CONFIRM YOUR FLIGHT. We advise you to personally re-confirm your flight schedule within twenty-four (24) hours prior to departure directly with the airline in case of any last-minute changes or delays. Please ensure that you are using the airline's official website or phone number, and not an unauthorized third-party site or phone number. If you have booked your travel through one of our Suppliers (e.g., a cruise line or trusted air consolidator), you may also contact them directly. Most airlines allow you to check in online twenty-four (24) hours prior to departure. It is recommended that you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights. Recommended check-in times are subject to change without notification. It is the traveler's responsibility to remain abreast of changes in conditions or airport rules that might require earlier arrival times

HAZARDOUS MATERIALS. It is each traveler's responsibility to be aware of and comply with airline, cruise line, and other carrier/supplier restrictions on the carriage items. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons,

corrosives, and radioactive materials. Examples include paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radioactive materials. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. Restrictions on hazardous materials and other prohibited items are listed at: <http://www.tsa.gov/traveler-information/prohibited-items> or https://www.faa.gov/about/initiatives/hazmat_safety/.

8. TRAVELER INFORMATION. Names provided to secure reservations must match travelers' respective passports and government issued identification exactly. Date of birth and complete passport details are required for international travel. Any minor name corrections advised after airline tickets have been issued will incur fees by airline(s) and other suppliers. **Not all name corrections will be permitted by airlines and other suppliers and may require the purchase of a new ticket.** Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. ***Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twelve (12) hours of any corrections.***

9. CREDIT CARD BOOKINGS. While most Suppliers we work with do accept most credit cards, travelers must provide us with a digitally signed authorization for every transaction for your travel. Your authorization is an agreement for us to provide your card information to the authorized Supplier(s) to charge your card and your acknowledgement and agreement to these Terms and Conditions, including without limitation the cancellation and chargeback terms. As such you agree not to make any improper chargebacks.

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask that you contact us at welcome@bluetailtravel.com to discuss any questions or concerns about charges. We will work with you to attempt to resolve your concerns. Bluetail Travel retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees, related to improper chargebacks and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used;
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card (this does not include credit card fraud);
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description;
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Bluetail Travel or the Supplier;
- Chargebacks resulting because you do not agree with the cancellation policy;
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your trip; or
- Chargebacks resulting from an experience where you were not satisfied with the services/products provided by travel Supplier.

10. CHANGES AND CANCELLATIONS BY TRAVELER.

Changes by Traveler. Since changes may be considered cancelled services, additional cancellation penalties may apply. Changes are subject to additional Supplier charges, are based on availability, and may incur additional fees. Changes to airfare or other ticket contracts including cruise lines, are subject to the applicable Supplier's terms and conditions.

Cancellations by Traveler. Cancellation of travel must be made in writing to welcome@bluetailtravel.com and is effective from the date we receive the written notification. Any planning fees paid to us prior to cancellation are always NON-REFUNDABLE. All Suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the Suppliers the same day or the next business day to process your cancellation and to request any applicable refunds subject to the Supplier's terms and conditions. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not Bluetail Travel. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a Supplier's failure to pay a refund, or for Supplier bankruptcy or insolvency.

If the reason for cancellation is covered under the terms of your travel protection plan, you may be able to reclaim these charges. If you feel that you would like an insurance plan that includes "cancel anytime" coverage that goes beyond standard covered reasons, you must notify us at the time of booking.

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refunds. Cancellation policies for cruises vary by cruise line: their cancellation policy can be found in the cruise line terms and conditions and/or the cruise line booking confirmation document. If you have questions about the Supplier's cancellation policies, please be sure to inquire with us prior to booking any itinerary with us.

11. CHANGES AND CANCELLATION BY THE SUPPLIER. We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability, obligation, or responsibility to you.

If between planning time and/or during actual travel, circumstances require changes, Bluetail Travel and its Suppliers reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to hotels and accommodations of comparable quality, air schedule or surface transportation changes (e.g., drivers and guides), cruise itineraries, ships, and cruise ports, security and health screening protocols, and/or other travel elements or aspects. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on a trip. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Bluetail Travel cannot be held responsible for any closures, necessary itinerary changes, or curtailments for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

12. NO REFUND FOR UNUSED ARRANGEMENTS. As our prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. While any participant can choose not to participate, please be aware there will be no refunds for any portion of the trip that participant is not able, or chooses not to engage in. If you cancel while the trip is in progress, there is

no refund for the unused portion. If you arrive late to any part of the trip, all costs required to reach and join the activity/trip in progress will be at your own expense.

13. FORCE MAJEURE. Bluetail Travel assumes no liability for any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, or any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics (including, without limitation, COVID-19), or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Bluetail Travel that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions (“force majeure”). In circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (with the Suppliers being under no obligation to do so), we will refund these to you.

14. TRAVEL PROTECTION INSURANCE. It is the traveler’s responsibility to protect their purchases, but travel insurance is not included in the cost of your trip. For this reason, travel protection insurance is strongly recommended. Such plans should cover Trip Cancellation or Interruption due to covered reasons, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection plans can help protect you in the event of loss of non-refundable deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It can also help with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections, and baggage loss. Travel protection insurance plans should be purchased in close conjunction with your travel purchase.

Most travel protection insurance plans do not include “cancel for any reason” or similar waivers. If you wish to have a “cancel for any reason” or similar waiver included as part of your travel protection insurance plan quote, you must let us know of this request in writing to welcome@bluetailtravel.com.

As with all travel protection insurance, be sure to read the plan details and policy carefully to understand the plan’s coverage, benefits, and exclusions. Bluetail Travel is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Bluetail Travel cannot evaluate the adequacy of the prospective insured’s existing insurance coverage and cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer’s policy and makes no representations about the extent of coverage for any policy it may offer or quote. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

If you decline travel protection insurance, we ask that you complete our travel insurance waiver, within fourteen (14) days of your initial travel booking deposit. If you do not complete the travel insurance waiver within fourteen (14) days of your initial booking deposit, and we do not receive communication

from you regarding your selection of the travel protection insurance offered, we will infer that you have waived travel protection coverage. We may offer travel protection insurance prior to your final payment but are not obligated to offer it again. If you decline travel protection insurance, you understand that travel protection insurance is NOT included in your booking, and you fully understand our cancellation policies, the Supplier cancellation policies, and all possible losses that can occur without adequate protection including the aforementioned risks stated above.

Certain countries have a requirement for foreign visitors to have valid medical insurance and/or travel protection insurance on entry. Bluetail Travel cannot be held responsible for denied entry if a traveler is unable to provide such details of insurance to authorities or denial of entry for any reason. Declining to purchase an adequate travel protection insurance plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs, or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising.**

15. DESTINATIONS AND DOCUMENTATION. Traveling to certain destinations may involve greater risk than others. Bluetail Travel urges travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to destinations can be found at <https://travel.state.gov/content/travel.html> and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are following all requirements for admittance into that country, including without limitation any COVID-19 requirements or other health protocols, as well as understanding local laws that govern travel within a country, such as medical tests and tracking, or restrictions on bringing in certain medications. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>. **Bluetail Travel assumes no liability for any damages or losses arising from travel, regardless of whether a government travel warning or advisory has been issued for the destination.**

It is the responsibility of each traveler to obtain and carry a valid, undamaged, signed passport, visa(s), inoculation records, and all other documents required by applicable government regulations. For up-to-date requirements, US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements, even for domestic travel, may be subject to additional TSA fees and/or denial of boarding. Visas are required when they apply. Some countries require a visa or travel authorization that must be applied for before travel (including so called "Electronic Travel Authorizations" or ETAs). You can find out if your international destination requires a visa at <https://www.usa.gov/visas-citizens-traveling-abroad>. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Bluetail Travel strongly recommends that you consider that certain countries may deny entry to travelers whose passports expire within six months of their planned departure from that country. Please verify your passport's expiration date well in advance of travel. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents.

Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. In addition, U.S. Customs and Border Protection requires that children under 19 arriving by land or sea from contiguous territory as part of a school, religious, social, cultural, or sports group may also present an original or copy of a birth certificate, Consular Report of Birth Abroad, or Naturalization Certificate. Written parental or legal guardian consent must be provided to the supervising adult or group leader.

Please visit www.travel.state.gov, <https://help.cbp.gov>, and <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.

The Smart Traveler Enrollment Program (“STEP”) is a free service provided by the U.S. Government to U.S. citizens who are traveling to or living in a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step>

Certain countries restrict travelers with criminal convictions (to include but not limited to Driving Under the Influence [DUI] and Driving While Intoxicated [DWI] convictions), even if expunged. Travelers with DUI, DWI, or other records should check whether current rules exclude admission to foreign destinations (to include, for example but not exclusively, Canada, Australia, and the United Kingdom). Bluetail Travel feels it is an invasion of privacy for members of our staff to make such an inquiry, and these requirements remain the traveler’s responsibility. If this applies to you, seek separate legal counsel to confirm your ability to travel to your desired destination prior to booking. If you are denied access to a country or a Supplier due to a conviction, Bluetail Travel shall not be liable for any losses, expenses, or refunds to you or anyone in your group. In addition, recommended inoculations and vaccinations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, health affidavit forms, COVID-19 or other health screenings prior to departure or upon arrival, follow directives regarding face coverings, or quarantines, and take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge that any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler(s) to miss flight(s), and subsequent scheduled travel bookings. Bluetail Travel bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses, including missed portions of your vacation, related to improper documentation or government decisions about entry.

16. NON-RESPONSIBILITY. Bluetail Travel and its members, managers, president, owner(s), employees, affiliates, agents, and representatives (“Representatives”) use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Bluetail Travel is an independent contractor and is not a Representative of any of these Suppliers. Bluetail Travel does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent entities and are not Representatives of Bluetail Travel. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Bluetail Travel, nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting

directly or indirectly from any occurrence beyond the control of Bluetail Travel in the event that any third-party providers or healthcare professionals seek to assist with medical or other help, and we are not liable for any costs or missed activities in relation to said assistance. Bluetail Travel assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Bluetail Travel assumes no responsibility or liability for personal property; and Bluetail Travel shall be entirely relieved of any liability, responsibility or obligations under these Terms and Conditions in the event of any force majeure. Bluetail Travel accepts no responsibility for lost or stolen items. Bluetail Travel reserves the right to refuse any traveler or potential traveler at its sole discretion. Traveler understands and agrees that Bluetail Travel shall only be subject to limited recovery in the amount of commissions and/or fees Bluetail Travel earned and received from traveler's booking and nothing more.

17. ASSUMPTION OF RISK/WAIVER. Traveler is aware that travel to such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor and conveyance vehicle collisions, water related activities including scuba diving and risks associated such as decompression sickness, arterial embolism and drowning, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Bluetail Travel and its Representatives; attack by or encounter with insects, reptiles, and/or animals including wildlife; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics, diseases, viruses, etc.), physical exertion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip and in consideration of the services provided by Bluetail Travel, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF BLUETAIL TRAVEL AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE BLUETAIL TRAVEL, AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF BLUETAIL TRAVEL AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE BLUETAIL TRAVEL AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING BLUETAIL TRAVEL. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNEES. THE TERMS OF THIS ASSUMPTION OF RISK/WAIVER PARAGRAPH SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

18. INDEMNIFICATION. Traveler agrees to and shall indemnify and hold harmless Bluetail Travel and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Bluetail Travel or its Representatives (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) your breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your acts or omissions, including any damage caused by you to persons or property while participating in the trip, (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

19. YOUR BEHAVIOR. Each traveler in any trip planned by Bluetail Travel is expected to act responsibly and adhere to all behavior guidelines established by the Suppliers. All Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places you visit. In any such case, there will be no refund. When you book with Bluetail Travel, you accept responsibility for any damage or loss caused by you or anyone traveling with you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a participant removed from a trip, or any portion of a trip. You agree not to hold Bluetail Travel or any of its related entities liable for any actions taken under these Terms and Conditions. Baggage and personal effects are at all times the sole responsibility of the traveler.

20. HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your travel plans, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Bluetail Travel will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (“ADA”) accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the ADA and may not have wheelchair accessibility. Among other types of travel, river cruises may not be accessible for travelers with mobility restrictions.

Our Suppliers are unfortunately unable to offer additional assistance to travelers with limited mobility, and all such assistance will need to be provided by whomever the traveler is traveling with. Travelers with disabilities needing assistance must notify Bluetail Travel at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you

will be permitted or prevented from traveling. If you are denied boarding, embarkation, or access to a Supplier, travel product, or service due to pregnancy, Bluetail Travel shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone you travel with.

21. PHOTOGRAPHIC & VIDEO LIKENESS; FEEDBACK. Traveler hereby gives consent and grants to Bluetail Travel a royalty-free, perpetual, and irrevocable license to publish any photographs, videos, testimonials or feedback of the tour, trip, or traveler in printed or electronic media that is provided to Bluetail Travel or in which Bluetail Travel is tagged or identified on any social media platform or application without obtaining further consent and without compensation. Traveler releases Bluetail Travel and its representatives from any liability in connection with any use of such photographs and/or video. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video removed from our website or social media, please request removal by emailing welcome@bluetailtravel.com.

22. CLASS ACTION WAIVER & LIMITATION OF DAMAGES. YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST BLUETAIL TRAVEL IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. BLUETAIL TRAVEL SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES AND SUCH DAMAGES SHALL BE LIMITED TO THE AMOUNT BLUETAIL TRAVEL EARNED IN COMMISSION(S) AND PLANNING FEES FROM YOUR BOOKING(S), AND YOUR PAYMENT OF A DEPOSIT ON TRAVEL, A TRIP OR A TOUR MEANS THAT YOU AGREE TO THESE CONDITIONS OF SALE AND EXPRESSLY WAIVE ANY RIGHT TO PUNITIVE DAMAGES.

23. JURY WAIVER & NOTICE OF CLAIM OR INTENTION TO COMMENCE ACTION. YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST BLUETAIL TRAVEL UNLESS YOU HAVE FIRST PROVIDED A TYPEWRITTEN NOTICE OF CLAIM TO BLUETAIL TRAVEL AT WELCOME@BLUETAILTRAVEL.COM WITHIN THIRTY (30) DAYS AFTER THE TRAVEL BOOKED WITH BLUETAIL TRAVEL, OR CANCELLATION OF THE TRAVEL BOOKING, AS APPLICABLE. FURTHERMORE, YOU AGREE TO FILE SUIT WITHIN ONE (1) YEAR OF THE INCIDENT, AND YOU ACKNOWLEDGE THAT THIS EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR.

24. GOVERNING LAW & VENUE. These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Virginia exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Arlington County in the State of Virginia.

25. ELECTRONIC COMMUNICATIONS. You agree to receive communications from Bluetail Travel by email, phone, and text message. Further, you consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email, or through text messaging, satisfy any legal requirement that such communications be in writing. In connection with the foregoing, by providing your phone number, you agree to receive text messages from Bluetail Travel. Please note message and data rates may apply, and message frequency varies. Traveler is responsible for contacting their cellular phone carrier as to additional charges that may be incurred due to international usage or usage onboard a ship. If any

issues arise during your trip, please contact us via the methods listed above and we will do our best to make ourselves available and address your concerns to the best of our ability.

26. ENTIRE AGREEMENT & SEVERABILITY. These Terms and Conditions, including the terms and conditions of our Suppliers, and any other documents, including invoices, that we provide you constitute the entire Participant Agreement, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Bluetail Travel. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

27. CONTACT US. Bluetail Travel welcomes your questions or comments regarding your trip:
Email: welcome@bluetailtravel.com
Attn: Christina Schlegel, Ph.D., CTC

SELLER OF TRAVEL:

TerraMarine LLC is registered with the State of Florida as a Seller of Travel. Registration No. ST36598 & TI71800.

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