

**THE JACOBS AGENCY DBA  
ULTIMATE SOUL ESCAPE TERMS & CONDITIONS**

**Making reservations for this package signifies your acceptance of our terms and conditions.**

- All of your payments made to Ultimate Soul Escape are non-refundable and non-transferrable.
- Reservations must be made in your FULL NAME as it appears on your government-issued passport
- Monthly payments are required to keep your reservations current.
- You must ensure your roommate, if applicable, is also making timely monthly payments to secure your selected occupancy rate.
- Assessed fees for late payments will be applied.

The described hotel packages and/or flight are hosted by Leslie Jacobs. All transactions are handled by The Jacobs Agency/Leslie Jacobs. *All Payments and Deposits are non-refundable.*

This service agreement is between Leslie Jacobs, doing business as (DBA) The Jacobs Agency/Ultimate Soul Escape and you the Travel Client(s). This contract will be deemed legally binding once the Terms and Conditions have been accepted.

Please Reference that:

**ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERABLE.**

**Identification:** Guests are required to make reservations in the full name that is listed on his/her government document they will use for travel. If you need to make any changes to a name after travel documents have been issued, clients will be responsible for all name change fees, if applicable.

**Payments:** We allow our clients to make payments with major credit cards. We do not accept payments of checks and money orders. These payments must be received in full 60 days before travel.

**Effective Date of Communications:** The terms and conditions, upon clicking, paying the initial deposit or signature by the client(s), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the client(s), Leslie Jacobs of The Jacobs Agency/Ultimate Soul Escape and their representatives. The client expressly agrees and warrants that they are authorized to sign and

enter into this contract on behalf of the event, party, product, and/or service that is, was, or will be provided for which they sign, click or make the initial deposit.

## **Payments & Cancellations**

**Deposit:** A deposit is due at the time of reservation. All deposits are non-refundable and non-transferrable. All reservations (except where specified) will require a deposit and will be clearly noted the amount due and monthly payment plan.

**Reinstatement of Reservations:** Should your travel reservation be canceled for any reason, and you notify The Jacobs Agency/Ultimate Soul Escape within 10 days of the cancellation, your desire to reinstate the canceled reservation; said reservation(s) is subject to a \$150USD reinstatement fee for domestic reservations or a \$300USD reinstatement fee for international reservations. These fees must be paid before the reservation is reinstated.

**Form of Payment:** Major credit cards or debit cards. All payments made within 30 days of departure must be made by credit or debit card only. Credit card charges will be accepted online.

**Payment Plans:** Full monthly payment must be made on the date of the invoice each month. You will have the option of making partial payments. As long as the payments are received before the due date no late fee will be assessed. A \$35 late fee will be assessed if payments are more than 3 days late. If the payment falls to being Thirty (30) days past due, the Reservation will be Canceled with No Refunds–NO EXCEPTIONS.

**Cancellation by the Client:** Once reservations have been made, cancellations will only be accepted in writing. Email your cancellation request [rsvp.ultimatesoulescape@gmail.com](mailto:rsvp.ultimatesoulescape@gmail.com) or [833escape2@gmail.com](mailto:833escape2@gmail.com) with your invoice number, full name, and date of travel. If you do not receive an acknowledgement within 48 hours, please call 833 ESCAPE2 to ensure your information was received.

All payments are non-refundable and will be forfeited by the client immediately upon cancellation. The Jacobs Agency/Ultimate Soul Escape will charge a cancellation fee of \$250 per booking that is canceled by the client and has to be paid prior to the cancellation.

It is recommended that the client purchase Trip Cancellation Coverage, or what is referred to as travel insurance. Trip Cancellation insurance is the only means of receiving reimbursement for the non-refundable expenses

should the client cancel their trip for any reason, whether voluntary or as the result of travel agent, hotel or service provider's actions.

**Reservation Changes:** Changes to an existing reservation, whatever the cause, will incur a \$25 per person charge plus any additional supplier fees which must be paid prior to the change. This includes name changes\* and removal of any services such as optional tours and transfers.\* Please note that name changes to airline reservations are subject to full cancellation and rebooking. Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to cancellation penalties, and is not covered by this Reservation Changes policy. Changes or additions after departure are subject to local rates at the time of amendment and must be paid directly by the passenger to the service provider. There are no refunds for unused services.

Payment must be made in FULL for the Room Assignment to be confirmed.

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### **Travelers with Disabilities**

In order to fully enjoy your Ultimate Soul Escape, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight or hearing impairments, are required to notify The Jacobs Agency/Ultimate Soul Escape prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety. Ultimate Soul Escape reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. The Jacobs Agency/Ultimate Soul Escape can suggest touring options based upon specific requirements.

**Wheelchairs & Walkers:** USA Tours: Pursuant to the Americans with Disabilities Act (the ADA), The Jacobs Agency/Ultimate Soul Escape seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise The Jacobs Agency/Ultimate Soul Escape of their accessibility requirements prior to booking in order for Ultimate Soul Escape to determine if reasonable accommodations are available. The Jacobs Agency/Ultimate Soul Escape will endeavor to accommodate special access needs, but does not guarantee that it will be able to do so in all cases.

**International Tours:** Hotels, resorts outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches.

**Service Animals:** Service animals cannot be accommodated on international escorted tours. Passengers on USA escorted tours who require a service dog because of a disability should check with The Jacobs Agency/Ultimate Soul Escape prior to booking a tour.

**Airlines:** The Jacobs Agency/Ultimate Soul Escape is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. The Jacobs Agency/Ultimate Soul Escape is not responsible for penalties incurred for tickets, international or domestic, not issued by The Jacobs Agency/Ultimate Soul Escape due to schedule and/or flight changes. Airline reservations completed online are subject to review and, should The Jacobs Agency/Ultimate Soul Escape deem it necessary, may be rebooked to match minimum connecting time requirements and/or tour package itineraries, in which case you will be notified immediately. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flights are heavily booked even when normal ticketing rules do not require tickets to be issued until a later date. In this instance, The Jacobs Agency/Ultimate Soul Escape will require immediate and full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full

payment is not received, seats will be canceled by the airline and may not be available to be rebooked on the same flights or at the same airfare. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

**Airline Tickets:** Once full payment is received; The Jacobs Agency/Ultimate Soul Escape airline tickets will be issued and are fully non-refundable. Should airline tickets are require to be issued earlier than the Final Payment due date, you may be required to pay a larger non-refundable deposit and/or complete full payment.

**Airline Seat Assignments:** The airlines bear sole authority of assigning seats on group flights. All The Jacobs Agency/Ultimate Soul Escape airline contracts are for economy class seats only. If you require another class of service, you may consider purchasing your own flights and purchasing your land only package from The Jacobs Agency/Ultimate Soul Escape.

**Airline Frequent Flier Programs:** Passengers are responsible to contact their airline directly regarding mileage eligibility and accrual. Airline frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some discount or promotional airfares as well as some code-share flights are not eligible for mileage accrual. Some private airfares, such as a "The Jacobs Agency/Ultimate Soul Escape Airfare", are not eligible for mileage or may qualify for reduced mileage, even if the same airline class of service is eligible for full mileage when sold as an "Instant Purchase" published airfare. Not all published airfares are eligible for mileage The Jacobs Agency/Ultimate Soul Escape will record frequent flier numbers when provided by the passenger prior to travel documents being issued. However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades.

**Contact Information:** Pursuant to TSA Secure Flight requirements, passengers are responsible to provide The Jacobs Agency/Ultimate Soul Escape with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, email and fax data for all passengers. Passengers must

ensure that names are correctly listed on their invoice. The Jacobs Agency/Ultimate Soul Escape will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

**Airline Name Changes:** Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. The Jacobs Agency/Ultimate Soul Escape will not be held responsible for the denial of services by a carrier due to any name discrepancy.

Name changes must be advised in writing at [rsvp.ultimatesoulescape@gmail.com](mailto:rsvp.ultimatesoulescape@gmail.com) or [833escape2@gmail.com](mailto:833escape2@gmail.com)

**Airline Taxes & Fuel Surcharges:** If you purchased airfare, airline taxes and fuel surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or fuel surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre-departure documentation.

**Schedule Changes:** In the event of an airline schedule change The Jacobs Agency/Ultimate Soul Escape will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. The Jacobs Agency/Ultimate Soul Escape is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. The Jacobs Agency/Ultimate Soul Escape is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise The Jacobs Agency/Ultimate Soul Escape of amended flight details in writing at [rsvp.ultimatesoulescape@gmail.com](mailto:rsvp.ultimatesoulescape@gmail.com) or [833escape2@gmail.com](mailto:833escape2@gmail.com). The Jacobs Agency/Ultimate Soul Escape cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

**Luggage (Airlines):** Checked bags are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62"), and a maximum weight of 50 lbs (23kg). Many airlines apply charges for checked bags. The Jacobs Agency/Ultimate Soul Escape is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. If your luggage is lost or damaged by the airlines, a baggage claim form MUST be filed with the carrier before leaving the airport. We recommend that you use brightly colored luggage tags, straps or other identifiers to help you locate your luggage upon arrival or to describe it if it is lost.

**Luggage (Escorted Tours):** All The Jacobs Agency/Ultimate Soul Escape escorted tour buses allow one piece of luggage per person, plus carry-on bag. Additional baggage will be subject to a handling charge of \$100 per piece. The Jacobs Agency/Ultimate Soul Escape will not be responsible for loss or damage to luggage and personal belongings, you MUST report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider.

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## **Hotels, Resorts & Transfers**

**Hotel Accommodations:** All rooms requested are standard twin-bedded (two single beds) rooms with private facilities, unless you have specifically requested a king/double size bed. Please understand although we will make a bed type request on your behalf, bed types are subject to availability. Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis. Triple and quad occupancy rooms consist of two beds. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most 4 and 5 star hotels, use of air-conditioning abroad differs greatly from the United States. Many European hotels were built before central air-conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are based on The Jacobs Agency/Ultimate Soul Escape's agreements with its suppliers and are not negotiable. Hotel check-in time is generally not before 3:00 p.m. and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late-night flight is being used. We reserve the

right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

**Hotel & Resort Profiles:** The Jacobs Agency/Ultimate Soul Escape's hotel and resort profiles are based upon information provided to The Jacobs Agency/Ultimate Soul Escape by hotel and resort partners and their representatives, including images and descriptions of individual properties. Star-ratings may differ from country to country. The Jacobs Agency/Ultimate Soul Escape does its best to maintain current information, however, is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

**Meals:** As specified in each itinerary. Meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although The Jacobs Agency/Ultimate Soul Escape cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure by email: [rsvp.ultimatesoulescape@gmail.com](mailto:rsvp.ultimatesoulescape@gmail.com) or [833escape2@gmail.com](mailto:833escape2@gmail.com).

**Transfers:** Transfers are provided as indicated for each tour by car, minibus, or motor coach provided airfare is purchased from The Jacobs Agency/Ultimate Soul Escape. If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the responsibility to purchase your own transfer to the hotel or by written request. Your arrival transfer is guaranteed for up to one hour from your scheduled arrival time in order to compensate for minor delays. The Jacobs Agency/Ultimate Soul Escape or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable and any additional expenses will be your responsibility. The cost of a transfer is more expensive than hiring a taxi, as a The Jacobs Agency/Ultimate Soul Escape transfer necessarily includes round trip service, our driver must come to the airport, hotel or pier only to pick you up and necessarily loses a one-way fare. Often the places of call (airports, seaports, hotels) demand entrance and parking fees, where drivers may have to wait for up to an hour. The Jacobs Agency/Ultimate Soul Escape transfer drivers, while not employees of The Jacobs Agency/Ultimate Soul Escape, are reliable. They provide you with a full welcome service, transfer you to the correct location and are prepared to answer your questions along your ride. Passengers comfortable hiring a taxi on their own



and do not require assistance will save money.

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**Sightseeing & Itinerary:** Will be operated by motor-vehicle, its size dictated by the number of participants. The Jacobs Agency/Ultimate Soul Escape tours have been designed to accommodate individuals as well as groups. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers With Disabilities". On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however The Jacobs Agency will decide based on the conditions whether to amend an itinerary. The Jacobs Agency/Ultimate Soul Escape itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

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## **Groups**

**Group Discounts:** If your group fails to meet the minimum number of rooms to receive a group discount by the final payment due date, those rooms booked may lose any discounts previously offered, at the discretion of the resort/hotel The Jacobs Agency/Ultimate Soul Escape.

**Group Harmony:** To ensure the desired group synergy, The Jacobs Agency/Ultimate Soul Escape reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable.

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**Health Requirements:** Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov) ) and/or the World Health Organization (<http://www.who.int/en/> ) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives at the destination ill with an apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: <http://www.dot.gov/.../avi.../aircraft-disinsection-requirements>.

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**Release from Liability:** The Jacobs Agency/Ultimate Soul Escape, its shareholders, directors, officers, employees and affiliates, (collectively "The Jacobs Agency") 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 excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, The Jacobs Agency/Ultimate Soul Escape is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, The Jacobs Agency/Ultimate Soul Escape is 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, 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, walking, 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 The Jacobs Agency/Ultimate Soul Escape. In addition, I release The Jacobs Agency/Ultimate Soul Escape from its own negligence and assume all risk thereof.

**ASSUMPTION OF RISK:** I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of The Jacobs Agency/Ultimate Soul Escape, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. 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 and of the negligence of The Jacobs Agency/Ultimate Soul Escape and agree to

hold harmless and release The Jacobs Agency/Ultimate Soul Escape from claims of third party negligence. I understand the physical requirements of the activity in which I will be participating, and currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize The Jacobs Agency/Ultimate Soul Escape or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

**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) Pennsylvania law and will take place in Pittsburgh, PA. 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.

**VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current The Jacobs Agency/Ultimate Soul Escape website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and The Jacobs Agency/Ultimate Soul Escape and agree of my own free will. By signing, I agree to these Travel Terms & Conditions and The Jacobs Agency Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself,

each member of my traveling party and any minor children accompanying me.

**PHOTOGRAPHIC RELEASE:** Photographs and videos taken by The Jacobs Agency/Ultimate Soul Escape representatives while on trips/vacations are the property of The Jacobs Agency/Ultimate Soul Escape and may be used in promotional or commercial materials without payment of any compensation participants. Any traveler who does not wish to have their photograph or video footage used in promotional material MUST advise The Jacobs Agency/Ultimate Soul Escape in writing no later than the trip/vacation final payment due date.

**Attorney's Fees:** The said parties agree that in the event that a dispute arises relating to this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney, expert witness fees, cost and pre- and/or post-judgment interest.

**Waiver of Right to Chargeback:** Client(s) waive any right to charge-back or disputes of payments willfully made by the clients to The Jacobs Agency/Ultimate Soul Escape; or Leslie Jacobs or any other agent(s) representing the same. If the client initiates a charge-back or dispute, client agrees to pay the Service Provider or the Travel Agent (to whom said charge-back or dispute is initiated again) at a fee of \$100 plus any legal fees, attorney fees, the outstanding balance of the invoice, any overdraft fees and penalties rendered by banking institutions, and/or all other relief provided for by the law.

**Refusal of Service:** Travel Agent and Service Provider have the right to refuse service to any client at any time for any lawful reason whatsoever; it shall be at their sole discretion.

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COVID-19 Waiver of Liability. In Spring 2020, the World Health Organization (WHO) declared the Novel Coronavirus (COVID-19) a worldwide pandemic. The Center for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing, wearing a mask or face covering and keeping at least 6 feet away from others. If contracted, this virus has the ability to cause the traveler serious and severe illness. For more information on the COVID-19 virus, please visit the CDC website at [www.cdc.gov](http://www.cdc.gov). The client understands and agrees to the following:

COVID-19 is a highly contagious virus that can be spread via person to person contact;

After reasonable inquiry, The Jacobs Agency provided me with the best available information regarding the pandemic-protective policies and practices of the vendors and suppliers in my travel itinerary.

Supplier(s) of The Jacobs Agency/Ultimate Soul Escape may have policies in place to help prevent the spread of COVID-19. The Jacobs Agency is not the drafter or holder of those policies and I understand that these policies can change at any time;

I understand that the supplier(s) may not apply those policies as diligently as the policies suggest and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate;

I understand that each state/country institutes their own pandemic protective policies and regulations. I further understand that I am responsible for knowing, understanding and abiding by the pandemic protective policies and procedures regarding COVID-19 of all state(s)/country(ies) listed in my travel itinerary, including any policy updates. I also understand that I may be denied entry into the country for reasons within or outside of my control;

I understand that by traveling, I may be subject to voluntary or involuntary quarantine either at home or in the traveled location(s);

I am responsible for knowing, understanding and abiding by the pandemic protective policies and procedures regarding COVID-19 of all vendors used in my travel itinerary, including any policy updates

With full awareness and appreciation of the risks involved, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release The Jacobs Agency/Ultimate Soul Escape, its officers, agents, independent contractors, affiliates, employees, successors, host agency, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with The Jacobs Agency/Ultimate Soul Escape.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of The Jacobs Agency services, or the services of travel The Jacobs Agency/Ultimate Soul Escape suppliers or vendors, specifically related to COVID-19.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

**USE OF WEB SITE:** [www.ultimatesoulescape.com](http://www.ultimatesoulescape.com)

Agreement between Customer and The Jacobs Agency/Ultimate Soul Escape:

[www.ultimatesoulescape.com](http://www.ultimatesoulescape.com) is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of

[www.ultimatesoulescape.com](http://www.ultimatesoulescape.com) constitutes your agreement to all such terms, conditions, and notices.

Liability Disclaimer: The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. The Jacobs Agency/Ultimate Soul Escape may make improvements or changes on this web site at any time. In no event shall The Jacobs Agency/Ultimate Soul Escape be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this web site, or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this website.

**Links to Other Websites:**

[www.ultimatesoulescape.com](http://www.ultimatesoulescape.com) may contain hyperlinks to websites operated by parties other than The Jacobs Agency/Ultimate Soul Escape. Such hyperlinks are provided for your reference only. The Jacobs Agency/Ultimate Soul Escape does not control such Websites and is not responsible for their contents.

\* The Jacobs Agency dba Ultimate Soul Escape Terms and Conditions can change without notice