

**SERVICE AGREEMENT FOR TOUR OPERATOR SERVICES**  
**TERMS & CONDITIONS**

WE ARE RED LANTERN TOUR COMPANY, LLC, COLLECTIVELY REFERRED TO HEREIN AS "TOUR OPERATOR", "WE", "US" AND "OUR". WE LOOK FORWARD TO THE OPPORTUNITY TO ACT AS YOUR TOUR OPERATOR FOR YOUR UPCOMING TRIP TO THE IDITAROD – THE LAST GREAT RACE. THESE TERMS AND CONDITIONS (THE "AGREEMENT") DESCRIBE WHAT YOU ARE LEGALLY ENTITLED TO EXPECT FROM US WHEN YOU PURCHASE TRAVEL RELATED SERVICES THROUGH US, IN ADDITION TO YOUR OBLIGATIONS AS A CLIENT. THE PERSON, ENTITY, OR THEIR REPRESENTATIVES USING OUR SERVICES, WEBSITE, OR BOOKING A RESERVATION THROUGH US ARE REFERRED TO AS "YOU" AND "YOUR" THROUGHOUT AND INCLUDES ANY FORMS ATTACHED OR ANY QUOTE OR INVOICE PROVIDED BY US REFERENCING THESE TERMS AND CONDITIONS.

**DURATION**

THIS AGREEMENT COMMENCES ON THE DATE YOU PLACE A BOOKING THROUGH US AND SHALL CONTINUE FOR THE DURATION OF TIME WE PROVIDE TOUR OPERATOR SERVICES TO YOU. THIS AGREEMENT IS NON-EXCLUSIVE.

**OUR AGREEMENT WITH YOU**

DURING THE TERM, WE WILL USE OUR BEST EFFORTS TO PROVIDE YOU, WITH SERVICES AS REQUESTED. OUR TOUR OPERATION SERVICES INCLUDE A VARIETY OF TRAVEL-RELATED SERVICES FROM DIFFERENT SUPPLIERS AND SERVICE PROVIDERS ("SUPPLIERS"). EACH SUPPLIER HAS ITS OWN TERMS AND CONDITION THAT ARE APPLICABLE TO YOUR PARTICULAR ARRANGEMENTS IN ADDITION TO OUR GENERAL TERMS AND CONDITIONS. CERTAIN SOFTWARE AND CONTENT FOUND ON OUR WEBSITE ARE OWNED OR LICENSED BY US OR OUR SUPPLIERS, YOUR USE OF WHICH MAY BE SUBJECT TO FURTHER CONDITIONS. OUR WEBSITE, WHICH IS REFERRED THROUGHOUT THIS AGREEMENT, CAN BE FOUND AT [WWW.REDLANTERNTOURCO.COM](http://WWW.REDLANTERNTOURCO.COM).

**DEPOSITS AND PAYMENT**

ANY DEPOSITS FROM YOU ARE NON-REFUNDABLE, UNLESS OTHERWISE SPECIFICALLY SPECIFIED. PAYMENT OF A DEPOSIT ENABLES US TO HOLD A RESERVATION FOR YOU BUT DOES NOT GUARANTEE THE PRICE. THE PRICE CAN ONLY BE GUARANTEED ONCE WE RECEIVE FULL PAYMENT.

**PAYMENT TERMS**

CREDIT CARD PAYMENTS WILL BE TAKEN AT TIME OF BOOKING/INVOICING. YOU AUTHORIZE US TO CHARGE ALL FEES INCURRED BY YOU IN RELATION TO THE SERVICES PROVIDED TO THE CARD DESIGNATED BY YOU. IF PAYMENT IS NOT RECEIVED FROM THE CARD ISSUER OR ITS AGENTS FOR ANY REASON, YOU AGREE TO PAY US ALL AMOUNTS DUE IMMEDIATELY ON DEMAND. YOU INDEMNIFY US AGAINST ANY LOSS THAT MAY BE EXPERIENCED BY US DUE TO ANY FRAUDULENT USE OR OTHERWISE OF THAT CREDIT CARD. PLEASE NOTE THAT IN SOME CIRCUMSTANCES WE WILL REQUIRE A PHOTOGRAPH OR FACSIMILE OF THE FRONT AND BACK OF THE CARD ALONG WITH A DRIVER'S LICENSE OR OTHER GOVERNMENT IDENTIFICATION OF THE PERSON NAMED ON THE CARD AND A SIGNED AUTHORIZATION.

**AMENDMENT AND CANCELLATION FEES**

CANCELED BOOKINGS MAY INCUR CHARGES. THESE CHARGES CAN BE UP TO 100% OF THE COST OF THE BOOKING, REGARDLESS OF WHETHER TOUR OPERATION HAS COMMENCED. FEES AND EXTRA CHARGES MAY ALSO APPLY. WHERE WE INCUR ANY LIABILITY FOR A TRAVEL SERVICE PROVIDER CANCELLATION FEE OR CHARGE FOR ANY BOOKING WHICH YOU CANCEL, YOU AGREE TO INDEMNIFY US FOR THE AMOUNT OF THAT FEE OR CHARGE. WHERE YOU SEEK A REFUND FOR A CANCELED BOOKING FOR WHICH PAYMENT HAS BEEN MADE TO A SUPPLIER, WE WILL NOT PROVIDE A REFUND TO YOU UNTIL WE RECEIVE THE FUNDS FROM THAT SUPPLIER.

**TRAVEL ADVICE & VACCINATIONS**

ALL TRAVELERS MUST HAVE A VALID PASSPORT FOR INTERNATIONAL TRAVEL AND MANY COUNTRIES REQUIRE AT LEAST 6 MONTHS VALIDITY FROM THE DATE OF RETURN. SOME COUNTRIES ALSO REQUIRE A MACHINE-READABLE PASSPORT AND/OR UNSTAMPED AVAILABLE PAGES. WHEN ASSISTING WITH AN INTERNATIONAL TRAVEL BOOKING, WE WILL ASSUME THAT ALL TRAVELERS ON THE BOOKING HAVE A VALID PASSPORT. IF THIS IS NOT THE CASE, YOU MUST LET US KNOW. IT IS IMPORTANT TO ENSURE YOU HAVE VALID PASSPORTS, VISAS AND RE-ENTRY PERMITS WHICH MEET THE REQUIREMENTS OF IMMIGRATION AND OTHER

GOVERNMENT AUTHORITIES. ANY FINES, PENALTIES, PAYMENTS, DELAY OR EXPENDITURES INCURRED AS A RESULT OF SUCH DOCUMENTS NOT MEETING THE REQUIREMENTS OF THOSE AUTHORITIES WILL BE YOUR SOLE RESPONSIBILITY.

VACCINATIONS MAY BE REQUIRED FOR SOME OR ALL OF THE PLACES YOU ARE INTENDING TO VISIT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE ARRANGED ALL NECESSARY VACCINATIONS FOR YOUR ITINERARY. FOR MEDICAL INFORMATION, WE RECOMMEND CONTACTING THE CENTERS FOR DISEASE CONTROL AT (877) FYI-TRIP OR [WWW.CDC.GOV/TRAVEL](http://WWW.CDC.GOV/TRAVEL).

#### **LIABILITY**

WE EXERCISE CARE IN THE SELECTION OF REPUTABLE TRAVEL SERVICE PROVIDERS BUT WE ARE NOT OURSELVES A PROVIDER OF TRAVEL SERVICES AND HAVE NO CONTROL OVER, OR LIABILITY FOR, THE SERVICES PROVIDED BY THIRD PARTIES. IN NO EVENT, DO WE ACCEPT ANY LIABILITY IN CONTRACT, TORT OR OTHERWISE, FOR ANY INJURY, DAMAGE, PROPERTY DAMAGE, ACCIDENT, IRREGULARITY, LOSS, DELAY, ADDITIONAL EXPENSE OR INCONVENIENCE CAUSED EITHER: (I) DIRECTLY OR INDIRECTLY BY THE ACTS, OMISSIONS OR DEFAULT, WHETHER NEGLIGENT OR OTHERWISE, OF THIRD PARTY PROVIDERS OVER WHOM WE HAVE NO DIRECT CONTROL, FORCE MAJEURE OR ANY OTHER EVENT WHICH IS BEYOND OUR CONTROL OR WHICH IS NOT PREVENTABLE BY REASONABLE DILIGENCE ON OUR PART (II) ANY MATTER BEYOND OUR EXCLUSIVE CONTROL INCLUDING BUT NOT LIMITED TO A DELAY OR CANCELLATION OF A FLIGHT THAT CAUSES YOU TO MISS ANY PORTION OF YOUR TRIP OR TOUR. WE ALSO DO NOT ACCEPT ANY LIABILITY IN CONTRACT, TORT OR OTHERWISE, FOR CONSEQUENTIAL LOSS (MEANING INDIRECT LOSS, LOSS OF REVENUE, LOSS OF REPUTATION, LOSS OF PROFITS, LOSS OF ACTUAL OR ANTICIPATED SAVINGS, LOST OPPORTUNITIES, INCLUDING OPPORTUNITIES TO ENTER INTO ARRANGEMENTS WITH THIRD PARTIES OR LOSS OR DAMAGE IN CONNECTION WITH CLAIMS AGAINST YOU BY THIRD PARTIES) HOWSOEVER CAUSED IN CONNECTION WITH YOUR BOOKING. WE HAVE NO SPECIAL KNOWLEDGE REGARDING THE FINANCIAL CONDITION OF THE SUPPLIERS, UNSAFE CONDITIONS, HEALTH HAZARDS, WEATHER HAZARDS, OR CLIMATE EXTREMES AT LOCATIONS TO WHICH YOU MAY TRAVEL.

#### **SPECIAL REQUIREMENTS**

PLEASE SPEAK TO US ABOUT ANY SPECIAL REQUIREMENTS YOU MAY HAVE FOR YOUR TRAVEL SUCH AS SPECIAL MEAL AND SEATING REQUESTS, ROOM TYPE OR ACCESS. PLEASE UNDERSTAND THAT TRAVEL SERVICE PROVIDERS MAY NOT BE ABLE TO ACCOMMODATE EVERY REQUEST.

#### **DATA PROTECTION**

TO PROTECT YOUR PERSONAL DATA, WE MAINTAIN APPROPRIATE TECHNICAL AND ORGANIZATIONAL MEASURES. ALL SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE CONSIDERED AN INSTRUCTION TO PROCESS PERSONAL DATA. WE WILL ALSO PROVIDE AN OPTION FOR YOU TO RECEIVE THE LATEST IDITAROD NEWS, ALERTS AND OFFERS. RECIPIENTS MAY OPT-OUT AT ANY TIME.

#### **THIRD PARTY RIGHTS**

A PERSON WHO IS NOT A PARTY TO THIS AGREEMENT SHALL HAVE NO RIGHTS TO ENFORCE ANY TERM OF THIS AGREEMENT. THIS PARAGRAPH DOES NOT AFFECT ANY RIGHT OR REMEDY OF ANY PERSON WHICH EXISTS OR IS AVAILABLE OTHERWISE THAN PURSUANT TO THAT ACT.

#### **EVENTS DURING YOUR TRAVELS**

YOU ARE ALSO RESPONSIBLE FOR RESPECTING THE AUTHORITY AND FOLLOWING THE DIRECTIONS OF THE TOUR GUIDE DURING A TOUR. YOU MAY BE EXCLUDED FROM PARTICIPATING IN ALL OR ANY PART OF THE TOUR IF, IN OUR SOLE DISCRETION OR THE SOLE DISCRETION OF THE SUPPLIER, YOUR CONDITION OR BEHAVIOR RENDERS YOU UNFIT FOR THE TOUR OR UNFIT FOR CONTINUATION ONCE THE TOUR HAS BEGUN. UNFITNESS MAY INCLUDE, WITHOUT LIMITATION, ANY BEHAVIOR THAT, REGARDLESS OF ITS CAUSE, IS INAPPROPRIATE OR OFFENSIVE OR INTERFERES WITH THE DELIVERY OF TOUR SERVICES OR MAY CONSTITUTE A HAZARD OR EMBARRASSMENT. IN SUCH CASE, OUR LIABILITY SHALL BE STRICTLY LIMITED TO A REFUND OF THE RECOVERABLE COST OF ANY UNUSED PORTION OF THE TOUR. WE ARE NOT RESPONSIBLE FOR THE BEHAVIOR OF OTHER TOUR PARTICIPANTS TOWARD YOU. SHOULD YOU DECIDE NOT TO PARTICIPATE IN CERTAIN PARTS OF THE TOUR, NO REFUNDS WILL BE MADE FOR THOSE UNUSED PARTS. YOU AGREE TO RELEASE US FROM LIABILITY FOR ANY MATTER FOR WHICH WE DISCLAIM LIABILITY UNDER THIS AGREEMENT. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST OUR LIABILITY TO THIRD PARTIES ARISING OUT OF YOUR OR YOUR COMPANIONS' ACTIONS OR OMISSIONS.

## **INDEMNIFICATION**

YOU AGREE TO INDEMNIFY US AND OUR AFFILIATES, AND ANY OF OUR SUPPLIERS, AND ANY SUCH PARTIES' OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, OR OTHER COSTS, (INCLUDING REASONABLE LEGAL AND ACCOUNTING FEES) BROUGHT BY YOU OR THIRD PARTIES AS A RESULT OF (A) YOUR BREACH OF THIS AGREEMENT, (B) YOUR VIOLATION OF ANY LAW OR RIGHTS OF ANY THIRD PARTY, OR (C) YOUR USE OF OUR WEBSITE.

## **PRIVACY POLICY**

YOU CONSENT TO OUR PROCESSING AND SHARING OF PERSONAL INFORMATION ABOUT YOU AND OTHER MEMBERS OF YOUR PARTY THAT YOU HAVE PROVIDED TO US IN ACCORDANCE WITH THE TERMS OF AND FOR THE PURPOSES SET FORTH IN OUR PRIVACY POLICY. YOU REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS OF OUR PRIVACY POLICY, WHICH CAN BE FOUND AT OUR WEBSITE.

## **WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY**

FOR THE AVOIDANCE OF DOUBT, REFERENCES HEREIN TO "US" "WE" AND "OUR" SHALL ALSO REFER TO OUR AFFILIATES. THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED BY US OR OUR SUPPLIERS OR PUBLISHED ON OUR WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO SUCH INFORMATION THAT APPEARS ON OUR WEBSITE. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

ANY RATINGS FOR SUPPLIERS ARE INTENDED ONLY AS GENERAL GUIDELINES, AND WE DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. WE MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES PROVIDED BY US OR CONTAINED ON OUR ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE.

THE CARRIERS, HOTELS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE US. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND OUR CONTROL, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

IN NO EVENT, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANYWAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR OUR SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OUR WEBSITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE SERVICE FEES YOU PAID TO US IN CONNECTION WITH SUCH TRANSACTION(S) ON THIS WEBSITE, OR (B) ONE-HUNDRED DOLLARS (US\$100.00) OR THE EQUIVALENT IN LOCAL CURRENCY.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **GENERAL**

WE ARE ACTING AS AN INDEPENDENT CONTRACTOR AND NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN YOU AND US OR OUR SUPPLIERS AS A RESULT OF THIS AGREEMENT OR YOUR USE OF OUR WEBSITE. WE RESERVE THE RIGHT AT ANY TIME TO MODIFY THIS AGREEMENT WITHOUT PRIOR NOTICE —AND RECOMMEND YOU CHECK OUR WEBSITE AT

WWW.REDLANTERNTOURCO.COM FROM TIME TO TIME TO REVIEW THE MOST CURRENT VERSION OF OUR POLICIES AND TERMS AND CONDITIONS. YOUR CONTINUED ACCESS OR USE OF OUR WEBSITE OR SERVICES SIGNIFIES YOUR ACCEPTANCE OF THE MODIFICATIONS TO THE AGREEMENT. YOU MAY NOT ASSIGN YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. WE MAY TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON, AND SUCH TERMINATION SHALL NOT AFFECT ANY RIGHT TO RELIEF TO WHICH YOU ARE ENTITLED AT LAW OR IN EQUITY.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. YOU CONSENT AND AGREE REGARDLESS OF YOUR PHYSICAL LOCATION, BUSINESS ADDRESS, OR RESIDENCE AT THE TIME OF ANY COMMUNICATION, DIRECTIVE, OR BOOKING THAT YOU ARE CONDUCTING BUSINESS WITHIN THE COMMONWEALTH OF MASSACHUSETTS FOR ALL PURPOSES AND ANY LAWS OR PROVISIONS OF OTHER STATES OR TERRITORIES SHALL NOT APPLY. IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS WILL NOT IN ANY WAY BE AFFECTED OR IMPAIRED.

**I HAVE READ AND AGREE TO THE TERMS OF THIS SERVICE AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.**

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Name of Adult Participant (Please Print)

\_\_\_\_\_  
Date