



## WILDFLOWER TRAVEL, LLC TERMS AND CONDITIONS

**LAST UPDATED 6.20.2025**

Wildflower Travel, LLC, a Nevada limited liability company, dba Wildflower Travel, ("Wildflower Travel," "we," "us," "our") is an independent travel agency affiliated with Fora Travel, offering boutique travel planning services to discerning clients ("you," "traveler," or "participant"). You name it, we book it: resort vacations, honeymoons, solo escapes, bachelor / bachelorette trips, city breaks, cruises, business trips, safaris, vacation home rentals, guided tours (private too!), multi-day tours, weekend escapes...We do it all! Our goal is make your next trip as memorable and stress free as possible!

**1. CONTRACT.** We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, services agreement, documents, correspondence as well as the terms and conditions of the suppliers (collectively, "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 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 or pay us in connection with our travel-related services.

If you are making a booking as a family, couple, or are the lead guest of a 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 these 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, (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 such 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 Product.

**3. CHANGES TO THESE TERMS AND CONDITIONS.** Wildflower Travel reserves the right, in our sole discretion, to change these Terms and Conditions at any time. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these Terms and Conditions have changed. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions constitutes your consent to the changes.

#### **4. BOOKING AND PAYMENT PROCESS.**

When you are ready to start your next travel adventure simply contact Tracy at [tracy.kuhn@fora.travel](mailto:tracy.kuhn@fora.travel) or phone. Together we will discuss how we work and if you're a good fit for your trip needs. Once we receive your Planning Fee (if applicable), we will begin planning a trip tailored specifically to you. We will present you with a custom quote and/or itinerary along with the deposit amounts, final payment dates and cancellation policies of the supplier. Client will then provide payment and personal travel details to Wildflower Travel.

Please note that most bookings require a deposit at the time of booking based on the supplier's booking policy. If booking is made within the final payment window the supplier provides, then full payment is due at time of booking. Any changes after receipt of the final itinerary may incur a change fee in addition to any charges and fees of the supplier. Deposits are typically NON-REFUNDABLE, unless stated otherwise in the terms and conditions of the Supplier.

Please note the supplier's individual payment deadlines and cancellation policies. You must make all payments in full and on time as required by the supplier. If full payment is not received by the due date on your invoice, we reserve the right to cancel your travel and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional money.

Approximately two weeks prior to your trip, we will present you with your final custom itinerary containing a summary of all travel confirmations, estimated pricing and destination information. Certain suppliers may provide additional information (including on-site contacts) and updates closer in time to your time of travel. If that is the case, we will update your itinerary with the new information. When you are traveling, we will check in with you and we will be available to assist you with emergency situations during normal Pacific Standard Time business hours.

**5. PLANNING FEES.** 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 our vast 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 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 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. 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 cancel for any reason.

**6. SCOPE/AGENCY.** Wildflower 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, 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; Wildflower Travel does not bear any responsibility should anything go wrong with your booking or during your travel. as the traveler you agree that Wildflower 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 Wildflower 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.

AS THE TRAVELER, YOU AGREE THAT WILDFLOWER TRAVEL ACTS ONLY AS AGENT FOR YOU 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 WILDFLOWER 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 WILDFLOWER 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 WILDFLOWER TRAVEL. WILDFLOWER 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. CREDIT CARD BOOKINGS.** While we do accept most major credit cards, travelers must provide us with a written authorization for every transaction for your travel. Your authorization is an agreement for us to charge your card and an 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.

**8. CHARGEBACK POLICY:**

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. Wildflower 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 Wildflower Travel or the Supplier;
- Chargebacks resulting because you do not agree with the cancellation policy; or
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your trip.

**Insurance Chargebacks. Non-Refundable Payments:** If a chargeback is initiated by the Client's travel insurance provider for a non-refundable payment made to any Supplier, and the Client has not utilized the services (e.g., flights, hotel stays, or tours), the Client agrees to remain fully liable for the chargeback amount, even if the chargeback is successful. The Client acknowledges that the responsibility for the chargeback rests solely with them, not the insurance provider, and agrees to reimburse Wildflower Travel for any outstanding amounts related to the chargeback.

**Verification:** Wildflower Travel may communicate with the Client's insurance provider to verify the claim and ensure it aligns with the policy terms. Clients are responsible for following the insurance provider's guidelines and filing procedures.

**Responsibility for Invalid Chargebacks:** In the event of a successful chargeback dispute initiated by the Client's insurance provider, the Client remains responsible for reimbursing Wildflower Travel for any funds recovered by the insurance company, particularly when the payment is non-refundable per the Supplier's terms and conditions. This applies even if the travel services were not used by the Client.

**Obligation to Repay:** If Wildflower Travel is required to pay a Supplier for services rendered, despite the chargeback being successfully issued to the Client by their insurance company, the Client agrees to promptly reimburse Wildflower Travel for the full amount, plus any associated fees, such as chargeback fees, bank fees, and legal costs incurred by Wildflower Travel in the recovery process.

**Waiver of Chargeback Rights:** The Client agrees not to initiate any chargeback or dispute with the insurance provider, bank, or credit card company for non-refundable payments, especially if the services were already provided or used, or if the chargeback violates the Supplier's cancellation policies. The Client acknowledges that all non-refundable payments made are subject to the terms and conditions of the Supplier, and a successful chargeback does not entitle the Client to a refund.

**Cooperation with Chargeback Disputes:** If the chargeback dispute is initiated by the insurance company, the Client agrees to cooperate fully with Wildflower Travel to provide any necessary documentation or evidence required to contest the chargeback and to facilitate the resolution process.

**Recovery of Payments:** Wildflower Travel reserves the right to pursue recovery of any disputed chargeback amount directly from the Client. This includes initiating legal action or involving collection agencies if the chargeback results in a financial loss to Wildflower Travel due to the non-refundable nature of the services provided. The Client will be responsible for any additional costs, including attorney fees, incurred by Wildflower Travel in the process of recovering the chargeback amount.

**Chargeback Process.** If a chargeback is initiated, Wildflower Travel reserves the right to challenge it with the relevant bank or insurance provider. Clients must contact Wildflower Travel directly to resolve disputes within 14 days before initiating a chargeback. Failure to do so may result in Wildflower Travel pursuing the chargeback recovery process.

*Duplicate Claims.* Clients may not receive both a chargeback and a refund, reimbursement, or credit for future use for the same services, even if claimed through different methods (e.g., credit card chargeback or insurance). Wildflower Travel will dispute any duplicate claims and may seek legal remedies if this occurs.

*Supplier Expectations.* If a chargeback is successful, but Wildflower Travel still owes the Supplier for non-refundable services, the Client agrees to reimburse Wildflower Travel for any amounts paid to the Supplier. This reimbursement obligation remains in effect regardless of whether the chargeback is ruled in the Client's favor or not, as long as the services are non-refundable under the Supplier's term

**9. TRAVELER INFORMATION.** Names provided to secure reservations must match travelers' respective passports and government issued identification. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines 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 twenty-four (24) hours of any corrections.***

**10. PRICE AND RATE CHANGES.** The price listed on your proposal, itinerary, or on our website is based on known costs at the date of issue of the proposal, itinerary, or posting to our website. All prices we advertise are accurate as of the date published, but we reserve the right to change any of those prices from time to time. Prices 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. Prices quoted in foreign currencies are subject to exchange rate fluctuations, which may affect the final invoiced price. Travelers acknowledge and hold Wildflower Travel harmless for any change in price that may occur as a result of currency fluctuations. Wildflower Travel is also not responsible for any credit card charges or foreign transactions fees that may be charged by a supplier.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your final payment. Any increase in your travel price will be as the result of changes in our costs of supplying your travel resulting from changes by our Suppliers, dues or taxes payable locally, currency fluctuations, fuel costs, airport chares, port fees, or government actions. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new Invoice reflecting any changes made. After final payment, your price is locked in.

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.

**11. CHANGES & 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 are subject to the air carrier or other applicable Supplier's terms and conditions.

For certain changes, we reserve the right to charge a change fee.

*Cancellations by Traveler.* Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Any planning fees paid to us prior to cancellation are always NON-REFUNDABLE. For certain travel bookings we may (in our sole discretion) charge a cancellation fee. All Suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the Suppliers for 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 Wildflower 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, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

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. You will be advised of their cancellation policy at the time of booking and in your booking confirmation. If you are ever curious about the Supplier's cancellation policies, please be sure to inquire with us prior to booking any itinerary with us.

**12. 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, Wildflower 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), security matters, and/or other events make such alterations necessary. 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. Wildflower Travel cannot be held responsible for any closures, necessary itinerary changes, or curtails 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.

**13. 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. If you cancel while the trip is in progress, there is no refund for the unused portion.

**14. 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 FEES.* Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. We are NOT responsible for additional fees incurred for baggage or seating.

*RE-CONFIRM YOUR FLIGHT.* We advise you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

**15. HAZARDOUS MATERIALS.** 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>.

**16. FORCE MAJEURE.** Wildflower 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 Wildflower 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 (it being under no obligation to do so), we will refund these to you without any charge by Wildflower Travel.

**17. 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 Coverage including additional "cancel for any reason" coverage (or something similar) is strongly recommended. Such plans should cover Trip Cancellation or Interruption, 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 also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including "cancel for any reason" coverage should be purchased in close conjunction with your travel purchase.

Wildflower Travel works with several reputable travel insurance industry leaders and recommendations will be given upon request. Wildflower Travel is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Wildflower Travel is not a licensed insurance broker or agent under the California Insurance Code and 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.

Wildflower Travel may collect personal information necessary to facilitate the generation of travel insurance quotes. By using Wildflower Travel's services, Clients consent to the collection, use, and sharing of their personal information with third-party insurance providers for the purpose of generating quotes. Wildflower Travel complies with applicable privacy laws, including the California Consumer Privacy Act (CCPA).

Additionally, clients are encouraged to review the insurance policy for cancellation rights and refund eligibility. In California, Clients generally have 10 days from the date of purchase to cancel a policy for a full refund, provided no claims have been made. Clients should contact the insurance provider directly to confirm cancellation and refund procedures.

We will ask that you purchase travel insurance coverage at the time of your booking. 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.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Wildflower Travel cannot be held responsible for denied entry if a traveler is unable to provide such details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection 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.**

**18. DESTINATIONS.** Travel to certain destinations may involve greater risk than others. Wildflower Travel urges travelers to remain informed daily 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, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>. **Should you choose to travel to a country that has been issued a travel warning or advisory, Wildflower Travel will not be liable for damages or losses that result from travel to such destinations. Travelers are strongly encouraged to register with the U.S. State Department's Smart Traveler Enrollment Program (STEP) at [step.state.gov](https://step.state.gov) to receive important travel and safety updates**

**19. DOCUMENTATION REQUIREMENTS,** It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit [www.travel.state.gov](http://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 will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass through TSA security checkpoints—even for domestic travel. Visas are required when they apply. 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. Wildflower Travel strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. 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. **Please visit [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.**

Certain countries restrict travelers with **criminal convictions**, even if expunged. **Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination.** If you are denied access to a country or a Supplier due to a conviction, Wildflower 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, 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 any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings trips. Wildflower 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.

**20. NON-RESPONSIBILITY.** Wildflower Travel and its members, managers, president, owners, employees, affiliates, agents, and representatives (“Representatives”) use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Wildflower Travel is an independent contractor and is not a Representative of any of these Suppliers. Wildflower 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 contractors and are not Representatives of Wildflower 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 Wildflower 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 Wildflower Travel in the event 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. Wildflower 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; Wildflower Travel assumes no responsibility or liability for personal property; and Wildflower Travel shall be entirely relieved of any liability, responsibility or obligations under these Terms and Conditions in the event of any force majeure. Wildflower Travel accepts no responsibility for lost or stolen items. Wildflower Travel reserves the right to refuse any traveler or potential traveler at its sole discretion. Traveler understands and agrees that Wildflower Travel shall only be subject to limited recovery in the amount of commissions and/or fees Wildflower Travel earned and received from traveler’s booking and nothing more.

**21. 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, animals, 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, Wildflower Travel and its Representatives; attack by or encounter with insects, reptiles, and/or animals; 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 excursion 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 Wildflower 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 WILDFLOWER TRAVEL AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE WILDFLOWER TRAVEL, AND ITS EMPLOYEES, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES (“REPRESENTATIVES”) FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE

NEGLIGENCE OF WILDFLOWER TRAVEL AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE WILDFLOWER TRAVEL AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING WILDFLOWER TRAVEL. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. 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.

**22. INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless Wildflower Travel and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Wildflower 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.

**23. YOUR BEHAVIOR.** Each traveler in any trip planned by Wildflower 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 Wildflower 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 guest removed from a trip, or any portion of a trip. You agree not to hold Wildflower 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.

**24. HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES/PREGNANCY.** 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. Wildflower Travel will communicate requests to Suppliers but cannot be responsible if 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 Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, are unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Wildflower 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, Wildflower Travel shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone you travel with.

**25. PHOTOGRAPHIC & VIDEO LIKENESS; FEEDBACK.** Traveler hereby gives consent and grants to Wildflower 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 Wildflower Travel or in which Wildflower Travel is tagged or identified on any social media platform or application without obtaining further consent and without compensation. Traveler releases Wildflower 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 said removal per the email below.

**26. Affiliate and Commission Disclosure.** Wildflower Travel may earn a commission or receive other forms of compensation from third-party suppliers, partners, or affiliate programs when you make a purchase or booking through links, advertisements, or other promotional content on our website or services. This commission is usually earned at no additional cost to you; however, please note that in some cases, this may result in a higher price for the products or services you purchase.

This commission is earned at no additional cost to us, but it may influence the price of the services or products provided by our third-party partners. We strive to ensure that all recommendations and offerings are made in your best interest, and we are committed to transparency in our business practices.

**27. CLASS ACTION WAIVER & LIMITATION OF DAMAGES.** YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST WILDFLOWER TRAVEL IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. WILDFLOWER TRAVEL SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES, 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. YOU FURTHER AGREE THAT ANY RECOVERY YOU DO RECEIVE SHALL BE SOLELY LIMITED TO THE AMOUNT WILDFLOWER TRAVEL EARNED IN COMMISSION AND/OR FEES FROM YOUR BOOKING.

**28. 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 WILDFLOWER TRAVEL UNLESS YOU HAVE FIRST PROVIDED A TYPEWRITTEN NOTICE OF CLAIM TO WILDFLOWER TRAVEL AT TRACY.KUHN@FORA.TRAVEL WITHIN THIRTY (30) DAYS AFTER THE TOUR OR TRAVEL BOOKED WITH WILDFLOWER TRAVEL, OR CANCELLATION OF THE TOUR OR 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.

**29. 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 Nevada exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Clark County in the State of Nevada.

**30. ELECTRONIC COMMUNICATIONS.** 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.

**31. 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 constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Wildflower 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.

**32.** Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

**33. CONTACT US.** Wildflower Travel welcomes your questions or comments regarding your trip:

Wildflower Travel, LLC, dba Wildflower Travel  
Attention: Tracy Kuhn  
7046 Topaz Mountain Court  
Las Vegas, NV 89148  
Email: [tracy.kuhn@fora.travel](mailto:tracy.kuhn@fora.travel)