2027 Terms & Conditions—Knee Deep Into History, LLC

General

- This tour is being offered by Knee Deep Into History, LLC, Virginia-based limited liability company.
- International battlefield travel carries risks that we want our participants to understand.
- Contact us with any questions or concerns: kneedeepintohistory@gmail.com or 908.451.0252.

Deposits & Reservations

- A deposit of $600 is due at the time of reservation.
- The balance is due 90 days prior to departure at the latest.
- Reservations are only firmly held when we receive three items: 1) signed copies of the registration form, 2) signed copies of the Terms & Conditions last page and 3) the $600 deposit.

Discounts

- Repeat customers will receive a 5% discount on subsequent tours.

Price Increase / Foreign Exchange Fluctuation / Unforeseen Cost Increases

- Tour prices have been calculated using a conservative foreign exchange rate. To the extent that the dollar weakens for a prolonged period, we reserve the right to add a surcharge.
- Likewise, we reserve the right to add a surcharge to tour prices resulting from unforeseen cost increases, such as fuel, food and hotel price inflation.
- We have never invoked these two clauses during our first six tour seasons.

Two Guides

- Almost all KDIH tours will be led by two guides who are European or who have lived in Europe for extended periods and who can help American clients bridge cultural differences.
- See "Minimum Number of Participants" below.

Minimum Number of Participants

- The minimum number of participants is six.
- If the tour does not meet the minimum of six participants 91 days prior to the departure date, we reserve two options: 1) We can cancel the tour, or 2) if we have four or five participants we can run the tour but reduce our costs by utilizing nice two-star hotels and only one guide.
- We will communicate our decision promptly to participants.
    - We will also promptly refund any deposits and tour payments made, less any bank fees incurred.
- THEREFORE, WE ENCOURAGE PARTICIPANTS NOT TO PURCHASE THEIR AIRFARE UNTIL AFTER THIS DATE.
    - We will NOT reimburse clients for airfare purchased.

Maximum Participants and Transportation

- The maximum number of participants for our small-group tours is generally 12.
    - In certain circumstances we will allow up to 18 participants.
- Regarding transportation: We plan to use one or two 9-person vans, or a mix of cars and vans.

Hotels

- We endeavor to use non-chain, three-star hotel/restaurants. However, this is not always feasible, especially in Normandy, major cities and other tourist destinations.

Cancellations by the Client

- Cancellation must be made IN WRITING, including sending an email or photo of such writing.
- Refunds (less any PayPal, credit card or bank charges incurred) will be granted according to the following schedule:
    - Refunds requested > 90 days prior to day 1: 100% refund
    - Refunds requested 89 - 60 days prior to day 1: 75% refund, 25% penalty
    - Refunds requested 59 - 30 days prior to day 1: 50% refund, 50% penalty
    - Refunds requested < 30 days prior to day 1: No refund due to sunk costs with providers

Costs NOT Included in the Tour Package

- Transportation to and from the starting point and lodging and transportation before or after the tour's start and end times; such as, the cost of a hotel night for participants who choose to arrive a day early.
- Evening dinner drinks and dinners or lunches specifically excluded in the tour brochure
- Souvenirs and gifts

Tipping

- Tipping is not required, but it is welcomed, especially for cases where the guides went out of their way to bring you a more personalized tour experience.

Modification of Itinerary

- We will adhere to the published itinerary as much as possible. However, there are times when we will be forced to modify our itinerary due to weather conditions, strikes and protests, border closures, construction and maintenance, and similar items that are difficult to anticipate.
- We may need or elect to change hotels from those published in the tour flier. However, we will endeavor to select hotels of the same quality level.

Passports and Visas

- The European Travel Information Authorization System (ETIAS) is an on-line filing requirement that is expected to go into effect sometime in 2027.
    - The U.S. has had a similar system (ESTA) in place since 2010.
    - It will require visitors to submit various information online prior to arriving in Europe for an estimated fee of 20 Euros.
    - We will keep 2027 tour participants abreast of the implementation schedule and requirements.
- As a general rule, passports should have at least six months of validity when traveling internationally. **Most countries will not permit a traveler to enter their country unless the passport is set to expire at least six months <u>after the final day of travel</u>.**
- **IT IS THE PARTICIPANT'S RESPONSIBILITY TO ENSURE THAT HIS / HER PASSPORT MEETS THIS REQUIREMENT.**
- At the time of this writing, no visas are required for the countries we will be visiting.

Physical Condition

- Our tours will generally include walks of moderate length and pace (up to 3 miles over a few hours) over moderate terrain.
- Participants can skip the walk and remain with the vehicles, but the walks are a key part of our tours.

Physical Disabilities

- Participants must truthfully report, in detail, any disability or chronic medical condition at the time of registration or prior to departure, if such condition happened after registration.
- We reserve the right to talk with a participant's primary physician regarding the condition before accepting the reservation; and we reserve the right to cancel the reservation (as outlined in our client cancellation refund policy above), if the condition worsens prior to departure.
- We will make a reasonable effort to accommodate the special needs of a participant, as long as we can do that without inconveniencing the other tour participants or requiring too much attention of the guides.
- **Participants need to understand that the Americans with Disabilities Act does not apply overseas, and that most countries are not as handicapped-friendly as the United States. For example, most traditional European hotels do NOT have ground floor hotel rooms or elevators.**

Covid-19 Considerations

- Knee Deep Into History, LLC, and its officers and guides cannot be held liable for participants catching Covid-19 on a battlefield trip; or for any resulting transportation and medical treatment costs.
- Likewise, we cannot be held liable for costs and inconveniences arising from Covid-19 related travel restrictions imposed by foreign governments or branches of the U.S. Government; although we will make every effort to help our customers through the turmoil.
- **WE STRONGLY ENCOURAGE participants to be vaccinated—including booster shots—prior to the trip. This protects both the individuals AND the other tour participants.**
- Our suppliers (bus companies, hotels, museums, etc.) will be following the guidelines and laws of their respective country. These may be more or less harsh than guidelines recommended by the CDC or laws enacted in a state or in the USA.

Health Insurance Overseas

- American participants should check with their health insurance provider regarding coverage for healthcare expenses incurred overseas. Most health insurance does NOT provide overseas coverage.
- **We strongly recommend that participants purchase health insurance that includes emergency medical coverage and medical evacuations in the case of an emergency.**
- Knee Deep Into History is not liable for medical and related costs incurred during a tour.

Healthcare Tip

- Please make sure to bring the following items with you on this trip: 1) Enough medication to cover the entire trip; 2) a list of all prescriptions; and 3) contact details for your doctor in the USA.

Trip Cancellation / Interruption Insurance

- **We strongly recommend that participants explore purchasing trip cancellation / interruption insurance to cover unforeseen circumstances.**

Unexploded Ordnance

- **UNDER NO CIRCUMSTANCES SHOULD PARTICIPANTS ATTEMPT TO PICK-UP, DIG UP OR CARRY UNEXPLODED ORDNANCE. TAKE A PICTURE OF IT AND BRING IT TO THE GUIDE'S ATTENTION, BUT DO NOT TOUCH IT!**
- **IT FOLLOWS THAT IT SHOULD NEVER BE CARRIED ON BOARD THE BUS / CAR.**

Firearms and Ammunition

- Under no circumstances should participants try to bring firearms or ammunition on the tour.
- Participants who do so, either intentionally or accidentally, will receive no support or assistance from Knee Deep Into History when dealing with foreign government officials.

Situational Awareness

- Participants need to be aware of their situation when visiting battlefields: Walking battlefields can include uneven terrain, unexploded ordnance, barbed wire and other obstacles such as foxholes.

Minors

- **Minors under 18 must be accompanied by a parent or legal guardian.**
- Participants should understand that these tours are offered to persons with a serious interest in history. There is limited down time or opportunity to skip activities.

Tour Participants

- We reserve the right to accept or reject any person as a participant.
- We also reserve the right to expel participants during the tour (on extremely rare occasions) for reasons of conduct deemed incompatible with the interest of the group, safety or medical condition.
- In the event of expulsion for medical condition, we will make every effort to get the participant to a location where he/she can receive medical treatment.

Single Share Requests

- We attempt to match participants who are willing to share a room to avoid the single room supplement. However, this is not always possible.

Personal Release Agreement

- We reserve the right to use your image and name in all forms and media, including advertising, website, blogs, etc. in perpetuity without seeking your consent prior to publishing and without compensation.
- The same applies to any written feedback that you leave us or photos that you share with us.

General Disclaimer/Release

- We do not maintain control or operate the personnel, equipment, or operations of suppliers that we contract with. Therefore, while we endeavor to do our best to provide for your well-being, we cannot accept or assume responsibility for, and cannot be held liable for any personal injury, death, property damage or other loss, accident, delay or inconvenience which may occur to you.
- Additionally, we do not accept responsibility for losses or expenses due to sickness, lack of appropriate medical facilities or practitioners, weather, strikes, theft or other criminal acts, war, terrorism, computer problems or similar items.

SIGNATURES REQUIRED

- BY SIGNING AND DATING BELOW EACH PARTICIPANT STATES THAT HE / SHE AGREES TO AND HAS READ THE FOUR PAGES OF TERMS AND CONDITIONS AND RELEASES KNEE DEEP INTO HISTORY LLC, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS OR LIABILITY OCCURING TO THE UNDERSIGNED. PARENTS OR LEGAL GUARDIANS MUST SIGN FOR MINORS.

Signatures **Date**

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