

2021 Terms & Conditions—Knee Deep Into History, LLC Battlefield Tours

General

- This tour is being offered by Knee Deep Into History, LLC. We apologize for pages of legalese, but any international battlefield travel carries risks that we want our participants to understand fully before booking.
- Contact us with any questions or concerns: lavarenes@meuse-argonne.com or 908.451.0252.

Special Covid-19 Considerations in 2021

- 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 transportation and medical treatment costs resulting from Covid-19.
- Likewise, we cannot be held liable for costs and inconveniences arising from Covid-19 related travel restrictions imposed by foreign governments; although we will make every effort to help our customers through the turmoil.
- For these two reasons, we strongly encourage our participants to explore travel insurance for 2021 travel; and to read their policies carefully before purchasing such insurance.
- We also strongly encourage tour participants to get a vaccine PRIOR to their departure, to the extent that they have access to vaccines in their region.
- 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.
- There is a possibility that we will have to raise our stated prices modestly as a result of our suppliers' higher costs due to Covid-19 mitigation efforts.

Deposits & Reservations

- A deposit of \$600 is due at the time of reservation.
- The balance is due 90 days prior to departure.
- Reservations will only be held when participants return SIGNED COPIES OF THE REGISTRATION FORM AND THE TERMS & CONDITIONS PAGES WITH THEIR \$600 per person deposit.

Discounts

- Repeat customers will receive a 5% discount on their trips.
- Likewise, two or more participants signing up together (spouses, friends, etc.) will receive a 5% discount each.

Cancellations by Us

- We reserve the right to cancel the tour up to 100 days prior to the trip, if we have fewer than four paying participants.
- THEREFORE, WE ENCOURAGE PARTICIPANTS NOT TO PURCHASE THEIR AIRFARE UNTIL AFTER THIS DATE.
- We will NOT reimburse clients for airfare purchased.

Cancellations by the Client

- Cancellation must be made IN WRITING, including sending an email or photo of such writing.
- Refunds (less any PayPal or bank charges incurred) will be granted according to the following schedule:
 - Refunds requested \geq 90 days prior to day 1: 100% refund
 - Refunds requested 89 to 60 days prior to day 1: 75% refund, 25% penalty
 - Refunds requested 59 to 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 suppliers

Transportation, Including Airfare, to the Tour Start Point and from the Tour End Point

- Tour participants are responsible for purchasing and arranging their own transportation to the tour's start point and from the tour's end point. These will be stated in the tour's information flyer.

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 impossible 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—i.e. a three-star hotel for a three-star hotel.

Passports and Visas

- 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 after the final day of travel.
- IT IS THE PARTICIPANT'S RESPONSIBILITY TO ENSURE THAT HIS / HER PASSPORT MEETS THIS REQUIREMENT.
- At the time of this writing (December 2020), 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.

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.

Health Insurance Overseas

- American participants should check with their health insurance provider regarding coverage for healthcare expenses incurred overseas.
- We recommend that participants with a disability or chronic condition explore purchasing health insurance that includes emergency medical evacuation.

Trip Cancellation / Interruption Insurance

- We 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.

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 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 to you.
- 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 TERMS AND CONDITIONS OUTLINED ABOVE 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
