

## **2024 Terms & Conditions—Knee Deep Into History, LLC**

### **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: [kneedeepintohistory@gmail.com](mailto:kneedeepintohistory@gmail.com) or 908.451.0252.

### **Deposits & Reservations**

- A deposit of \$600 is due at the time of reservation.
- The balance is due 60 days prior to departure.
- 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 their trips.
- Likewise, two or more participants signing up together (spouses, friends, etc.) will receive a 5% discount each.

### **Price Increase / Foreign Exchange Fluctuation / Unforeseen Cost Increases**

- Tour prices have been calculated conservatively using a foreign exchange rate of 1 Euro = \$1.25. 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.

### **Cancellations by Us if Minimum is Not Met**

- We reserve the right to cancel the tour up to 61 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.

### **Maximum Participants and Transportation**

- Our small-group tours will have a maximum of eighteen participants.
- Regarding transportation: Participants can expect us to use one or two mini-vans for tours of fewer than twelve to fourteen participants. We anticipate using a small bus or a third mini-van for tours with more participants.

### **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  $\geq$  60 days prior to day 1: 100% refund
  - Refunds requested 59 to 45 days prior to day 1: 75% refund, 25% penalty
  - Refunds requested 44 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 providers

### **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.

### **Almost All-inclusive Pricing**

- Most costs are included in the tour price.

- Costs not included are: 1) all dinner beverages, 2) dinners or lunches specifically excluded (usually just a few per tour), and 3) souvenirs.
- When comparing prices with other tours offered by other operators, understand that many tour operators exclude numerous lunches and dinners.

### 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, 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 elect to skip the walk and remain by the vehicles; but the walks are a key part of our battlefield visit.

### 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 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 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.
- There is a slight 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.

### **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.

### **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.**

### **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 FOUR PAGES OF TERMS AND CONDITIONS AND RELEASES KNEE DEEP INTO HISTORY LLC, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS OR LIABILITY OCCURRING TO THE UNDERSIGNED. PARENTS OR LEGAL GUARDIANS MUST SIGN FOR MINORS.

**Signatures**

**Date**

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