

TOUR PARTICIPANT TERMS AND CONDITIONS

By registering and paying the deposit for the Tour organized by the Preservation Alliance of New Orleans, Inc. (the "PRC"), in partnership with Tulane School of Architecture ("Tulane"), as more fully described in the Tour brochure, updated itinerary, and/or final itinerary, you agree on behalf of yourself and/or any minor participant for whom you are a parent or legal guardian to the following Terms & Conditions.

RESERVATIONS AND PAYMENTS

Registration must be accompanied by a \$1,500 deposit per participant. Full payment via check or credit or debit card is due no later than February 1, 2023. If full payment is not received by February 1, 2023, participant registrations may be cancelled without notice. All Tour payments are NON-REFUNDABLE after February 1, 2023, except as set forth below.

CANCELLATIONS/REFUNDS

Written cancellation received by the PRC before February 1, 2023, will result in a full refund less \$500 of the deposit per person. All Tour payments are NON-REFUNDABLE after February 1, 2023, regardless of the reason, except as set forth below. No refund will be made for any part of the Tour in which you choose not to participate. The PRC reserves the right to cancel the Tour at any time prior to departure if registration numbers prove insufficient or if otherwise deemed necessary in the PRC's sole discretion; a full refund will be made to all registered persons in the event of cancellation by the PRC.

TOUR PRICES/INCLUDED SERVICES

All prices are per person based on occupancy and rates for activities and services as known as of December 1, 2022. While not expected, participant prices are subject to increase in the event of increases in rates and/or Tour costs prior to departure.

Tour participant prices include the following: lodging accommodations for six (6) nights at the Tour-selected hotel; two (2) dinners, three (3) lunches, and one (1) brunch while in Bermuda; tips/gratuities for all included meals; Tour programming and administration; admission to all Tour-organized/-planned sites, tours, and activities; transportation to/from/between Tour activities, meals, and on and around Bermuda, excluding to/from the airport and during personal time each afternoon; and on-the-ground guides for Tour-organized activities.

NOT INCLUDED in participant prices: airfare; lodging/accommodations not provided above; hotels and services outside Bermuda; transportation to/from airport in Bermuda and in origin country; passport, visa, and/or other necessary travel paperwork and related fees; baggage fees; travel medical, emergency medical, and/or cancellation/interruption insurance; meals not specified above; costs associated with COVID-19; personal-time activities; tour guide, hotel, and other gratuities unless specified above as included in the Tour price; items of a personal nature, such as valet/laundry, telephone/fax/Internet communications; any other items not specified above as included in Tour price.

CHANGES IN ITINERARY & COSTS

All reasonable efforts are made to provide the itinerary as presented in the brochure and promotional materials. However, the itinerary, in whole or in part, including without limitation, any tours, activities, meals, timings, hotels, guides, and all other elements of the Tour are subject to modifications and changes at any time, with or without notice, at the sole discretion of the PRC. If substitutions are made for accommodations or other elements of the Tour, reasonable efforts will be made to supply an equivalent or superior element. Prices quoted are based on prevailing prices, fuel costs, and currency exchange rates in effect at the time of brochure printing and are subject to change without notice. Any deviations from the scheduled itinerary are at the expense of the participant.

TRAVEL REQUIREMENTS/COVID-19/SPECIAL HEALTH CONSIDERATIONS

The PRC and Tulane are not responsible for any costs or losses associated with COVID-19 or any other special health considerations, nor are they financially responsible for any cancellations due to COVID-19 by participants or vendors. In the event of a vendor cancellation due to COVID-19, the PRC will make reasonable efforts to engage a comparable replacement without additional cost to Tour participants.

Tour participants are responsible for informing themselves regarding and complying with all travel requirements for entering Bermuda, including not only passport and/or visa requirements but any requirements imposed by Bermuda related to COVID-19 or otherwise (e.g., vaccine status, testing, medical insurance). While the PRC will undertake reasonable efforts to apprise Tour participants of any such known requirements closer to the date of departure, Tour participants are responsible for informing themselves regarding all applicable requirements for their entry and ensuring compliance with the same.

Regardless of any such requirements, it is **STRONGLY RECOMMENDED** that Tour participants carry or obtain appropriate travel medical insurance.

TRAVEL INSURANCE

The PRC **STRONGLY RECOMMENDS** that every participant purchase medical insurance as well as insurance for emergency medical expenses, loss of luggage, accident, travel and cancellation insurance to protect against unforeseen events that may impact their participation in the Tour. Travel cancellation/interruption insurance should be purchased promptly following registration and payment of your deposit.

TOUR PARTICIPANT TERMS AND CONDITIONS CONTINUED

PHOTOGRAPHY

Participants grant the PRC and Tulane the absolute right to copyright, re-use, publish and reproduce any photographs and video records taken while participating in the Tour. These images will be used free of charge by the PRC and/or Tulane for educational and promotional purposes. The images will not be sold to a third party. If you do not want the PRC or Tulane to use any images, you must inform the PRC in writing before the start of the Tour.

ACKNOWLEDGEMENT & ASSUMPTION OF RISK/LIMITS ON & RELEASE OF LIABILITY

Neither the PRC nor Tulane, nor their respective affiliates, parents or subsidiaries, employees, shareholders, officers, directors, successors, representatives, agents or assigns (collectively, the "PRC Parties"), owns or operates any entity which is to or does provide goods or services for the Tour with the exception of a tour guide and programming liaisons. The PRC purchases transportation (by vehicle or otherwise), hotel accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, the PRC Parties are not liable for any negligent or willful act of any such person or entity or of any third person.

In addition, and without limitation, the PRC Parties are not responsible for any injury, financial or physical loss, death, inconvenience, delay, or damage to personal property in connection with the provision of any goods or services, whether resulting from but not limited to acts of God or force majeure, fire, acts of government or other authorities, epidemics, quarantines, natural disasters, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, thefts, pilferage, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of any means of transportation or dangers incident to the same, or for failure of any transportation mechanism to arrive or depart on time.

There are many inherent risks in travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that such travel may take place in remote locations, far from medical facilities. Each participant assumes all such risks associated with participating in such travel and activities.

If you decide to participate in any activities, including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkeling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, climbing, quad biking, parasailing, parachuting, kayaking, whitewater rafting, jet boat rides, snowmobiling, primate tracking and any other activity which the PRC considers to carry inherent risk of serious illness, injury or death (the "Activities"), then you fully understand and acknowledge that such Activities carry with them various inherent risks, including serious illness, injury or death, and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release the PRC Parties from any liability whatsoever related thereto.

Further, as consideration for being permitted to participate in the Activities, you release the PRC Parties, whether known or unknown, from, and agree not to sue or make claim against the PRC Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of the PRC Parties and/or from any defect in equipment. You further agree to indemnify and hold the PRC Parties harmless with respect to any claim made against the PRC Parties by anyone else which (a) related to your participation in any trip or any Activities, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, the PRC Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

EACH PARTICIPANT AGREES TO BE RESPONSIBLE FOR THEIR OWN WELFARE AND THE WELFARE OF THEIR MINOR DEPENDENTS TRAVELLING ON THE TOUR AND ACCEPTS AND ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE SAME. EACH PARTICIPANT VOLUNTARILY AND KNOWINGLY ASSUMES ALL OF THE ABOVE RISKS, as well as all other risks set forth in this Terms & Conditions, both known and unknown, foreseeable and unforeseeable, to the fullest extent permitted by law.

TRAVEL ADVISORIES/WARNINGS

It is the responsibility of each participant to become informed about the most current travel advisories and warnings by referring to the U.S. State Department or their respective government agencies. In the event of an active State Department or government agency Travel Warning against travel to the specific destination location(s) of the trip, should the participant still choose to travel, notwithstanding any travel advisory, the guest participant all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

COMPLIANCE WITH UNITED STATES AND BERMUDA LAW

By paying the deposit and other invoices for this trip, each participant certifies that they will abide with all applicable laws for foreign visitors in Bermuda. Failure to comply with U.S. and Bermuda law will result in immediate expulsion from the Tour.