



TERMS & CONDITIONS AND BINDING ARBITRATION

1. **OUR CONTRACT** - By booking a trip with us you agree to these Terms and Conditions and Binding Arbitration Agreement.
2. **PRICES** - Pricing is accurate as of the time of printing, but might change from time to time.
3. **DEPOSIT REQUIREMENT** - A non-refundable deposit of \$500 per person is required to confirm your booking, unless otherwise agreed with the booking team at CB. This deposit is non-refundable after three days. The remainder must be paid 90 days prior to departure.
4. **YOUR DETAILS** In order for us to confirm your travel arrangements, you must provide your full name as per passport, date of birth, and any pre-existing medical or other conditions you have which may affect your ability to complete your travel arrangements. Additional information, such as passport number, etc., may be required on a trip-by-trip basis.
5. **CANCELLATION BY THE TRAVELER** In order to cancel your participation on the trip, you must provide Culinary Backstreets with written notification of your cancellation, either by email or mail. The date of your cancellation is the date on which Culinary Backstreets receives such notification. If you cancel your participation in the trip, the cancellation fees listed below will apply.

If you cancel your participation 91 or more days prior to the group arrival date, a fee of \$500 per person will apply. If you cancel your participation 45 to 90 days prior to the group arrival date, a fee of 50% of the trip cost will apply.

If you cancel your participation 31 to 44 days prior to the group arrival date, a fee of 75% of the trip cost will apply.

If you cancel your participation 30 or fewer days prior to the group arrival date, a fee of 100% of the trip cost will apply.

If you leave a trip for any reason after it has commenced or miss any features thereon, no refunds for unused services will be made.

6. TRIP INFORMATION Please ensure the information you've provided in this web form is correct. Culinary Backstreets will not be responsible for omissions or errors if not brought to our attention immediately.

7. INCLUSIONS

The price of your trip includes:

- All accommodation and meals as listed in the itinerary
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- All transport listed in the itinerary
- Sightseeing, activity, and entry fees as listed in the itinerary
- The services of a group leader(s) as described in the itinerary

8. EXCLUSIONS

The price of your trip does not include:

- International flights and other transport to/from the country beginning and end points of the trip itinerary
- Individual travel insurance
- Excess baggage charges
- Food and beverage other than that specified in the itinerary
- All personal expenses
- Any expenses not listed in the Inclusions section

9. AGE + HEALTH REQUIREMENTS General Policy: All travelers must be at least 18 years old by the date of travel. We have no upper age limit, although passengers must ensure that they are suitably fit to allow full participation. Please be prepared for very full and active days.

10. PASSPORT + VISAS All travelers must have a valid passport. Passports must be valid at the time of the trip. Passengers are responsible for ensuring that they have all the proper documentation with them in order to enter all countries being visited on the trip and re-enter the U.S. or other origin. All names on documents must match the legal name on your photo I.D., and travel document information must match tickets.

11. TRAVEL INSURANCE Your trip cost does not cover individual travel insurance. We recommend purchasing coverage through Yonder. Policies vary, but personal travel insurance generally includes medical assistance, emergency medical evacuation, trip cancellation, and stolen or damaged gear.

- 12. FLEXIBILITY** You acknowledge that this type of travel requires considerable flexibility. The itinerary provided for each trip is representative of the types of activities planned, but it is understood that the route, schedules, activities, site visits, amenities, and mode of transport may be subject to alteration without prior notice due to local circumstances or events.
- 13. CHANGE OF ITINERARY** While we endeavor to operate all trips as described, we reserve the right to change the trip itinerary either before or after departure.
- 14. AUTHORITY ON TOUR** Our trips are run by group leaders. The decision of the group leaders is final on all matters with the potential to affect the safety, comfort or well-being of any person participating in the trip or of any third party. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may remove you from the trip immediately, with no right of refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of the places visited on the trip.
- 15. ACCEPTANCE OF RISK** You acknowledge that the nature of the trip is adventurous, and participation involves a degree of personal risk. It is your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. Both the United States Department of State and the Centers for Disease Control provide valuable, country-specific information regarding health and safety information. See <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> and <https://wwwnc.cdc.gov/travel/notices>.
- 16. RELEASE OF LIABILITY** Culinary Backstreets, LLC its employees, shareholders, officers, directors and affiliates (collectively "Culinary Backstreets") except for certain group leaders, does not own, manage or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, guides or trip leaders, food service providers, equipment suppliers, entertainment venues, ground operators, etc., including, without limitation, various entities which may utilize the Culinary Backstreets name. Culinary Backstreets is not responsible for any negligent or willful act or failure to act of any such person or entity, nor for any act or inaction of any other third party not under its control. In addition, I release Culinary Backstreets from its own negligence and assume all risk thereof.

Without limitation Culinary Backstreets is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience, or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, or breach of contract of any third party, such as an airline, train, vessel, hotel,

restaurant or food supplier, bus, taxi, van, local outfitter or guide. Culinary Backstreets is not responsible for any loss, injury, death, or inconvenience due to acts of government, delay or changes in schedule; overbooking or downgrading of accommodations or any defects therein, insolvency or bankruptcy of a supplier or others, default of any third party, bites or attacks by animals, insects or pests, sickness, the lack of appropriate medical care, evacuation to same, if necessary or meaningful delays in obtaining any medical assistance. In addition, medical assistance when rendered may not be comparable with that obtainable in the participant's home. I assume all such risks as well as those from weather; strikes; acts of God; conditions on and perils of the seas such as storms or currents, availability of any transportation mechanism to arrive or depart timely or safely; acts of terrorism or the threat thereof; force majeure; war; quarantine; epidemics or the threat thereof; criminal activity; or any other cause beyond Culinary Backstreets' control.

I am aware that while on or traveling to or from my trip, I might be exposed to COVID-19 from other people, animals or objects. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Culinary Backstreets from any such developments. In addition, I recognize that the World Health Organization, U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same and am choosing to travel and assume all risk myself.

I also accept the following risks of participating in this trip, including, but not limited to:

- Risks associated with coronavirus (COVID-19) or other illnesses including in public or private areas
- All risks regarding transportation, including but not limited to, entry and exit requirements and cancellations of flights or other attractions on the trip
- The requirement to participate in all local regulations and / or requirements of specific establishments including but not limited to social distancing, wearing of face masks, potential testing requirements and temperature checks
- The potential for being quarantined, as required by local authorities, even if I am not symptomatic and/ or do not have COVID-19 and/or have tested negative for COVID-19
- Any and all expenses incurred, including but not limited to, medical expenses, testing fees, quarantine and evacuation expenses if required are to be borne by the participant.

Culinary Backstreets reserves the right to change or reprice any tour, trip, or expedition due to acts of insurrection, strikes, acts of God, or any other cause beyond its control. Culinary Backstreets may, as it deems advisable, among other things, alter or omit any part of the itinerary; substitute hotels, leaders or trip features; or change any means of conveyance without notice and without refund, with the liability for increased costs, if any, to be borne by trip members. If Culinary Backstreets cancels any tours, or expeditions, or portions thereof, due to acts of insurrection, strikes, acts of God or government, or any other cause beyond its control, refunds will be based upon the difference between the original trip price and the cost of services already provided. There are no refunds for unused goods or services.

I accept that while traveling to Culinary Backstreets destinations, disruptions and situations may occur, including, but not limited to, delay, partial or complete changes in timing or routing of itinerary, changes in announced trip leaders, changes in grades of or location of lodging and modes or quality of air, land, and/or sea transport. I agree that Culinary Backstreets may make last-minute decisions to address changed circumstances. Culinary Backstreets does not guarantee conformity with the itinerary or itineraries that have been furnished to me. Culinary Backstreets reserves the right to accept or reject any person as a trip member at any time. All trip applications are subject to acceptance by Culinary Backstreets in Washington, DC.

17. **PHOTOGRAPHIC/VIDEO RELEASE** Trip members grant Culinary Backstreets express permission to take photographic or video records of its participants and of trips for promotional and commercial use without compensation to trip members. If you do not want pictures of yourself to be shared with the group or on other promotional material, please inform Culinary Backstreets in advance.
18. **PARTICIPANT RESPONSIBILITY** I am responsible for being in sufficiently good health to undertake my trip and for consulting with my personal physician for medical advice. I am responsible for reading all pre-departure information, including all health-related information; for bringing all equipment and clothing noted on the trip packing list and for acting in a manner considerate of fellow group members and the countries visited. Smoking is not permitted in buses or cars, in most hotels, or in other designated non-smoking areas.
19. **MEDICAL AND HEALTH ISSUES** I take full responsibility for my medical, psychological, and physical condition for the duration of my travels with Culinary Backstreets. I am unaware of any medical, psychological, or physical problems that would, in any way, impair my ability to complete the trip safely or to engage in all of the activities of it, nor am I aware of any health-related condition or limitation that might impact the safety, security, or comfort of my traveling companions. Should I receive any new information regarding my health before my trip departs, I will notify Culinary Backstreets and my group leader. Should any health-related problems arise during my travels with Culinary Backstreets, I will immediately notify the trip leader and take full responsibility for promptly accessing necessary and appropriate medical care. I take full responsibility for possessing adequate medical health insurance coverage to pay for medical care I may require during my travels with Culinary Backstreets.
20. **BAGGAGE** Baggage and personal property are at owner's risk at all times.
21. **NON-TOUR ACTIVITIES** Non-Tour activities do not form part of the trip. Any assistance given by your group leader or local representative in arranging such activities does not render Culinary Backstreets liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

22. CLAIMS & COMPLAINTS If you have a complaint about your trip please inform your group leaders or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to us within 30 days of the end of the tour.

23. SEVERABILITY In the event that any term or condition contained in these Terms and Conditions and Binding Arbitration is unenforceable or void then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

24. PRIVACY POLICY Any personal information that we collect about you may be used for any purpose associated with the safe and effective operation of a trip. The information may be disclosed to service providers to enable us to operate the trip.

25. CONTRACTUAL CHANGES Changes in this document can be made only in writing signed by an officer of Culinary Backstreets.

26. BINDING ARBITRATION I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) District of Columbia law and will take place in Washington, DC. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

This Terms & Conditions & Binding Arbitration Agreement shall be legally binding upon myself, and if applicable, my children or wards under the age of 18 at the time of my signing this document. It is my intention fully to assume all of the risk of travel and to release Culinary Backstreets from any and all liabilities to the maximum extent permitted by law. This Terms & Conditions & Binding Arbitration Agreement is applicable to any trip to which I may transfer.

I acknowledge that by participating in a Culinary Backstreets trip, I am doing so willingly and of my own volition.