

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 in the future.
3. **DEPOSIT REQUIREMENT** - A deposit of \$500 per person is required to confirm your booking, unless otherwise agreed with the booking team at Culinary Backstreets. 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 written in your 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, 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

- 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
- Most gratuities, including hotel, restaurant, local guides, etc.

8. EXCLUSIONS - The price of your trip does not include any services not explicitly listed on the trip itinerary.

These exclusion typically include but are not limited to:

- International flights and other transport to/from the country beginning and end points of the trip itinerary
- Individual travel insurance (purchasing your own is strongly recommended)
- Excess baggage charges
- Food and beverage other than that specified in the itinerary
- All personal expenses
- Any expenses not listed in the Inclusions section
- Single Supplement charges or elective upgrades (when applicable)
- Any expenses incurred in preparing for the trip such as but not limited to passport, visa or pre-trip medical fees, gear or other supplies, and insurance
- Gratuities for Trip Leader(s)

9. AGE & HEALTH REQUIREMENTS - General Policy: All travelers must be at least 18 years old by the date of travel. Exceptions to this policy are only valid if agreed to in writing by Culinary Backstreets. 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.

- All trips require mobility. Walking on uneven surfaces and up and down hills is common. Travelers must be able to participate in all activities under their own power and not require assistance from the Trip Leader, local staff or any traveling companions. Please contact us with questions about mobility or health concerns so we can discuss the suitability of any particular trip with you. As a general rule, wheelchairs and most walking devices (not including hiking poles) cannot be accommodated unless specifically approved in advance by Culinary Backstreet.

10. DIETARY RESTRICTIONS & ALLERGIES - Any dietary restrictions should be conveyed to Culinary Backstreets within 14 days of your booking date. It is not possible to accommodate all dietary restrictions or allergies on every trip. You are solely responsible for determining whether the food/drink you consume is consistent with your dietary requirements or preferences. CPK Media and Culinary Backstreets are not responsible for cross-contamination or instances where you are served or provided food or drink with ingredients that do not meet your dietary preferences or restrictions.

11. **PASSPORT & VISAS** - All travelers must have a valid passport if traveling internationally. U.S. citizens traveling in the United States must have valid government identification. Passports and identification documents must be valid at the time of the trip. For many countries, passports must be valid for at least six months after the dates of travel and/or have at least two blank pages for entry/exit stamps. Travelers are responsible for ensuring that they have all visa(s), passport, vaccinations, and other documentation with them in order to enter all countries or territories being visited on the trip and to reenter the U.S. or other place of origin. All names on documents must match the legal name on traveler's photo identification, and travel document information must match tickets. Scans or copies of passports or other documents may be required in order to participate in a trip. Any travel disruptions or expenses incurred as a result of missing or incorrect documentation is the responsibility of the traveler, with no refund or compensation for any disruption or missed or unused services.

12. **TRAVEL INSURANCE** - Your trip cost does not cover individual travel insurance. Policies vary, but personal travel insurance generally includes medical assistance, emergency medical evacuation, trip cancellation, and stolen or damaged gear.

13. **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.

14. **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.

15. **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. Should a guest be asked to leave a Trip in progress, there will be no refund of any portion of the Trip price, used or unused, nor will CPK Media or Culinary Backstreets be responsible for any additional expenses incurred by the Participant as a result of this dismissal. You must at all times comply with the laws and customs of the places visited on the trip. CPK Media and Culinary Backstreets will not be liable for transgressions or violations, intentional or unintentional, of local laws or customs and the consequences that result therein. Participants are subject to all local laws, ordinances and regulations. Violations can lead to fines, imprisonment and/or deportation, among other penalties and consequences.

16. 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>.

17. RELEASE OF LIABILITY - Neither CPK Media nor Culinary Backstreets, LLC its employees, shareholders, officers, directors and affiliates (collectively "Culinary Backstreets") except for certain contracted 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 neither Culinary Backstreets nor CPK media 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 and CPK media are 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 CPK Media or Culinary Backstreets cancels any trip, extension, or expeditions, or portions thereof, due to acts of insurrection, strikes, acts of God or government, epidemics, acts of terrorism, third party default or insolvency or any other cause beyond its control, its sole obligation is to issue credits in the full amount of moneys paid but only to the extent its suppliers are crediting CPK Media and Culinary Backstreets with those moneys paid to them. Under no circumstances is CPK Media or Culinary Backstreets obligated to refund the cost of any purchased travel insurance. CPK Media and Culinary Backstreets are not required to cancel any program for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. 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 or CB in Washington, DC.

18. PHOTOGRAPHIC/VIDEO RELEASE - Participant irrevocably grants Culinary Backstreets and CPK Media, Inc. its owners, members, employees, agents, affiliates and licensees (collectively, "CB & CPK Media") a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, display, perform, and prepare derivative works of photographs and videos which you share with CB & CPK Media (collectively, "Contributions"), in any and all media formats, whether now known or hereafter created, and through any media channels now or hereafter created, throughout the world in perpetuity for any purpose. For purposes of clarity, these photographs and videos are considered to be shared with CPK Media if participant has caused CB & CPK Media to have access to them in any way, including but not limited to emailing them to CB & CPK Media, uploading or saving them in a digital folder or file to which CB & CPK Media has access (such as the album or folder provided to trip participants for sharing photos during or after the trip), or making them visible to CB & CPK Media on media platforms such as Instagram and Facebook. Participant releases and agrees to indemnify, defend and save harmless CB & CPK Media from any and all claims that participant or any third party may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of these Contributions. Participant waives any right to inspect and/or approve any works that may be created using these Contributions and further waives any claim with respect to the eventual use to which these Contributions may be applied.

Participant grants CB & CPK Media express permission to take photographic or video records of its participants and of trips for any use, including promotional and commercial use, without compensation to trip members. Participant grants CB & CPK Media permission to use, reproduce, distribute, display, perform, and prepare derivative works of these images and voice for any purpose.

19. 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.

Smoking, vaping and nonprescription drug use (including but not limited to cannabis or cannabis products) are prohibited. I am responsible for knowing and following all local laws and regulations as they

relate to prescription and nonprescription drugs. I cannot carry or use any prescription drugs illegal in a particular country or destination. I am aware that such violations may be treated very seriously and include imprisonment as well as fines, deportation, etc. Some hotels and other facilities may have designated tobacco smoking areas. Under no circumstances can participants bring or use firearms, switchblades or drones on a trip.

20. MEDICAL AND HEALTH ISSUES - I take full responsibility for my medical, psychological, and physical condition for the duration of my travels with CPK Media & 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.

You are aware that while on or traveling to or from your trip, you might be exposed to COVID-19 (or some other transmissible disease) from other people, animals or objects. You assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless CPK Media and Culinary Backstreets from any such developments. In addition, you recognize that the U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same. See <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/>. CPK Media and Culinary Backstreets currently require that all travelers be fully vaccinated against COVID-19 by the trip departure date. Vaccination cards, including booster shot data, should be carried with you. Some countries/facilities, etc., may require their presentation to gain entry.

You accept the following risks of participating on this trip including, without limitation:

- All other risks associated with coronavirus (COVID-19) or other transmissible diseases, including preclusion from public or private buildings, land or areas, inconvenience, limitations and closures, preclusion from land or air travel;
- Risk of your travel insurance not covering COVID-19 or other transmissible disease-related claims;
- All risks regarding transportation problems including, without limitation, entry into or exit from any country, travel within a destination, and/or difficulties with or closure of transportation systems or the unavailability of other features or attractions within the country, state or area where the trip takes place;

- The likelihood that at some or all destinations or facilities and/or on cruises, motor coaches or at hotels or restaurants or CPK Media and Culinary Backstreets or others may require you to undergo a temperature check, wear a mask while in public, observe social distancing requirements and/or produce evidence of a full vaccination (including booster shots) against COVID-19 and/or other transmissible diseases;
- The potential for being quarantined if you test positive for COVID-19 and/or other transmissible diseases and/or show symptoms even if you do not have COVID-19. If you test positive for COVID-19 or show symptoms, you will be required to quarantine, following CDC recommendations, and will not be able to rejoin the trip unless expressly approved by CPK Media and Culinary Backstreets. The need to quarantine will be determined by the Trip Leader or other representative or agency of CPK Media and Culinary Backstreets at their sole discretion;
- The possible requirement, from CPK Media and Culinary Backstreets or others, that you provide a negative COVID-19 test immediately before or on or after arrival at your destination or immediately prior to re-entry into the United States; the possible requirement that you take one or several COVID-19 tests upon arrival, whether or not you are showing any COVID-19 symptoms, and/or when other travelers, Trip Leader, local staff or anyone else known to be in contact with you or the group test positive for COVID-19 or show any symptoms thereof. Failure to test when required to do so may result in quarantine and/or removal from a trip, with no refund or compensation for any disruption or unused services;
- Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine (accommodations, meals, transportation, etc.) and evacuation/travel expenses (airline costs, change fees, etc.) as a result thereof are to be borne by you.

21. BAGGAGE - Baggage and personal property are at owner's risk at all times, including when they are in hotel rooms, in transit or when entrusted to CPK Media and Culinary Backstreets employees or independent contractors. We recommend against bringing expensive jewelry, electronics, or other valuables on the trip. CPK Media and Culinary Backstreets will not be held responsible for any theft, loss, damage, destruction, or other issue with personal belongings resulting from participation on a trip, regardless of the cause of such. All purchases are at your own risk including risks related to shipping, storage, quality and conformity with descriptions.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. LANGUAGE USED ON TRIPS - Trips are conducted in English.

28. 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, Milk Street trip, I am doing so willingly and of my own volition.