

HARVARD

ALUMNI TRAVELS



NEW YEAR'S GALÁPAGOS ISLANDS ON M/V *THEORY*

DECEMBER 31, 2022–JANUARY 9, 2023

TERMS & CONDITIONS

AA&D Community Expectations: Harvard University Alumni Affairs & Development (AA&D) programs and volunteer opportunities respect the rights, differences, and dignity of others. Those taking part in AA&D activities, including travel programs developed by Harvard Alumni Travels for the Harvard Alumni Association ("HAA"), are expected to demonstrate honesty, integrity, and civility and are accountable for their conduct with University alumni, students, parents, volunteers, employees, and invitees.

AA&D reserves the right to suspend services to—and to exclude from participation in AA&D programs—any person whose inappropriate behavior adversely affects the safety, well-being, and inclusion of community members.

CONTRACT: Harvard Alumni Association does not itself conduct tours, but instead partners with several different tour operators to offer a broad range of travel programs. Tour participants contract directly with tour operators, although HAA is available to act as a liaison with tour operators should participants have any questions or concerns. HAA is not responsible for performing any of the tour operator's obligations. The tour operator for this program is Royal Adventures, based in San Ramon, CA CST#2009579-40.

PROGRAM RATES:

\$14,990 per person double occupancy; \$22,990 single occupancy

OPTIONAL PRE-EXTENSION: GUAYAQUIL

December 30-31, 2022

\$758 per person double occupancy / \$878 single occupancy

OPTIONAL POST-EXTENSION: MACHU PICCHU

January 9-15, 2023

Pricing to be determined.

PROGRAM COST INCLUSIONS: The services of a professional Tour Director throughout; English speaking local guides; Eight days / seven nights aboard the M/V

Theory; Two nights' accommodations at the 5-star Hilton Guayaquil; English speaking guides; Naturalist guides on the ship and islands; Meals as outlined in the itinerary (all meals aboard the M/V *Theory*); Open bar excluding premium brands aboard M/V *Theory*; Wine and/or Beer with meals aboard the M/V *Theory*; Farewell Dinner with wine or beer; Transportation by private motorcoach; In-tour air (flight Guayaquil/Galápagos/Guayaquil included at a cost of \$440 per person)**; Transfer from the airport and return for those using or meeting group flights; Guided field trips, excursions, and tours; Baggage handling; All tips to local guides, porters, restaurants, service charges, and taxes; Shipboard gratuities; Entrance fee to Galápagos National Park and INGALA control card; Wet suit and snorkeling gear; Sea kayaks and paddleboards; full program of briefings, lectures, guided excursions, and presentations.

PROGRAM COST EXCLUSIONS: U.S. Domestic and International airfare roundtrip to Guayaquil, Ecuador; Passport fees; Room service, liquor (outside of welcome, farewell, shipboard meals, or open bar aboard ship), personal items such as laundry, fax, wi-fi and phone calls; Meals not indicated in the itinerary; Individual transfers for those passengers not using recommended flights; Deviations from the scheduled tour; Medical expenses, COVID 19 testing, and immunizations; Quarantine Fees or Expenses if applicable; Trip Cancellation, Evacuation, Quarantine, or Medical insurance; Private touring or expenses for passengers with disabilities; Optional excursions or deviations from the scheduled tour; Excess baggage charges; ** Any increases in the in-tour airfare \$440 per person (included as part of the program cost); Airport taxes, security, or fuel surcharges imposed after the initial pricing of this program are not included; There are no refunds for unused meals, accommodations, or other trip features; Departure tax from Ecuador.

PROGRAM SIZE: This tour, (exclusively developed for Harvard Alumni Association Travels), is limited to 17

participants on a first-come, first-served basis. The minimum group size is 14. Should the minimum not be met, HAA reserves the right to cancel the program, levy a small group surcharge, and/or send the program without a Harvard study leader. HAA retains the right to add staff members and/or invited guests to any group departures regardless of the stated group-size limitation.

RESERVATIONS, DEPOSITS, & FINAL PAYMENT:

To reserve a space on this program, a \$2,000 deposit is required per person. Reservations are acknowledged in order of receipt until the maximum enrollment has been reached. Final payment is due August 1, 2022 (152 days before departure), payable by check only to "Royal Adventures". Participants will receive an invoice directly from Royal Adventures for all subsequent payments after the initial deposit.

PARTICIPANT CANCELLATIONS & REFUNDS:

Notification of cancellation must be received in writing by the tour operator with copy to HAA from the participant.

Cancellations received on or before April 30, 2022, will receive a full refund; cancellations received between May 1, 2022, and June 30, 2022, will be assessed a cancellation fee of \$1,000 per person. Cancellations received between July 1, 2022, and July 31, 2022, will be assessed a cancellation fee of \$2,000 per person. There are no refunds of deposits or payments for cancellations received on or after August 1, 2022. There are no refunds for unused meals, accommodations, or other trip features.

TRIP INSURANCE: Neither HAA nor the tour operator, including all representatives, employees, and agents, will take responsibility for any costs or losses incurred or suffered by a participant, or a participant's dependents or traveling companions before, during or after the tour. This includes, without limitation, cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, or damage/theft/loss of personal baggage, money, and goods. As noted below, neither HAA nor its tour operators shall be liable for any airline cancellation penalty incurred by the purchase of a nonrefundable airline ticket or for any other expenses incurred by tour participants in preparing for the tour.

HAA highly recommends the purchase of trip insurance to cover unforeseen trip interruptions, cancellations, lost baggage, and emergency medical assistance and evacuation. Participants may purchase trip insurance through any

provider. HAA will provide information from one provider, Redpoint Resolutions, upon confirmation, which will detail available options. If a participant purchases a trip insurance policy from Redpoint Resolutions within a 14-day window, then the pre-existing medical conditions exclusion will be waived, and the participant will be eligible to purchase the "Cancel for Any Reason" upgrade. The 14-day window begins on the first day the participant's trip deposits become non-refundable. For participants who utilize a trip credit to book the trip, the 14-day window starts the first day the participant is subject to financial penalty for cancellation, including full or partial loss of the trip credit. An insurance policy, when issued, shall constitute a contract only between the participant and the insurance provider. HAA will not intervene in any transactional issues or claim disputes between the participant and the insurance provider.

AIR ARRANGEMENTS: International airfare is not included in the cost of the program. The tour operator can assist you with your air arrangements. Neither the Harvard Alumni Association nor the tour operator accepts the liability for any airline cancellation penalty incurred by the purchase of a non-refundable airline ticket. The air ticket when issued shall constitute the sole contract between the passenger and the airline concerned. Airfare is subject to change and availability and is nonrefundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Operator.

WHAT TO EXPECT / PHYSICAL HEALTH: Due to the prevalence of SARS-CoV-2 (COVID-19), participants should anticipate rules and restrictions to be enforced at airports, on flights, and at country entry points, as well as protocols in place during the program to reduce the risk of COVID-19 transmission. Updates will be provided closer to departure.

All participants must be in overall good health to participate in a HAA trip. All programs require physical independence and mobility: participants must be able to embark or disembark all conveyances used on the program alone or with minimal assistance from a traveling companion and must be able to climb stairs and step over raised thresholds without assistance.

Participants requiring assistance **must** travel with a companion who will be responsible for handling any required equipment. Any physical or mental health condition that may require special medical attention or physical assistance must be disclosed in writing prior to

booking so that HAA and the tour operator may evaluate whether participation is feasible. All participants should consult with their doctor about whether they can meet the physical requirements of their trip and must complete and return any medical forms required by the tour operator.

Participants with **dietary restrictions** also must make these known to the tour operator well before departure, otherwise the tour operator may not be able to accommodate them.

PREPARING FOR THE TOUR: Participants will be provided with comprehensive pre-departure travel information, including specific suggestions for packing.

CHANGES IN ITINERARY, PROGRAM, STAFFING & COSTS: The itinerary is subject to change at the discretion of HAA and the tour operator. HAA reserves the right to change program dates, staff (including study leader), itineraries, or accommodations as conditions warrant. HAA further reserves the right to cancel programs, levy a small group surcharge, send a program without a study leader and/or withdraw HAA sponsorship from a program. Please note that all participants are bound to the cancellation fee schedule and other terms and conditions of the program regardless of whether HAA takes any of these actions. Participants making deviations from the scheduled itinerary do so at their own expense. All prices quoted are based on prevailing fuel prices, airfares, and currency exchange rates in effect as of the date of this publication and are subject to change.

FAILURE TO OPERATE THE TOUR OR CANCELLATION OF THE TOUR BY THE TOUR OPERATOR:

If the tour operator fails to operate the tour or cancels the tour, *except* as a direct result of adverse weather conditions, strikes, local laws, hostilities, wars, terrorist acts, significant health concerns (such as epidemics or pandemics requiring significant travel disruptions), or other such causes beyond HAA and the tour operator's reasonable control (Force Majeure Events), then the tour operator shall refund all monies received from tour participants. If the tour operator's failure to operate the tour or cancellation of the tour is a direct result of a Force Majeure Event, then the tour operator may provide tour participants a refund consisting, in whole or in part, of credit toward future travel. Tours also shall be cancelled if the U. S. State Department, another U.S. government agency, or a relevant local government agency issues a statement within sixty (60) days of tour departure to the effect that American citizens or others should not travel except for essential reasons to any of the destinations on the itinerary for that tour. In such

case, the tour operator will provide an alternate tour with a revised or substitute itinerary and may provide tour participants who choose not to travel on the alternate itinerary a refund consisting, in whole or in part, of credit toward future travel.

CURTAILMENT OF THE TOUR BY THE TOUR OPERATOR:

If a tour is curtailed after it has begun, either as a direct result of a Force Majeure Event, or because the U. S. State Department, another U.S. government agency, or a relevant local government agency has issued a statement to the effect that American citizens or others should not travel except for essential reasons to the remaining destinations on the itinerary for that tour, then the tour operator will take immediate steps to end the tour early and assist tour participants with travel arrangements back to their homes or other final destinations. In such a case, the tour operator may provide tour participants a refund for the number of missed days on the original tour consisting, in whole or in part, of credit toward future travel. The calculation for any such refund shall take into account any non-recoverable prepayments, and any additional expenses incurred by the tour operator to wind up the tour early.

RESPONSIBILITY: The tour operator, its owners, and employees act only as agents for the various independent suppliers and contractors providing transportation, hotel accommodations, restaurants, and other services connected with this tour. Such travel, accommodations, and services are subject to the terms and conditions under which they are offered or provided, and HAA and the tour operator, along with their respective employees, agents, representatives, and assigns, accept no liability therefor. Neither HAA nor the tour operator assumes liability for any injury, damage, loss, accident, delay, or other irregularity which may be caused by the defect of any aircraft or vehicle or the negligence or default of any company or person engaged in carrying out or performing any of the services involved. Nor will HAA and the tour operator accept responsibility for losses, injury, damages, or expenses of any kind due to Force Majeure Events, other than as provided above. All services and accommodations are subject to the laws of the country in which they are provided. HAA and the tour operator reserve the right to make changes in the published itinerary whenever, in their sole judgment, they deem it necessary for the comfort, convenience, or safety of the tour participants. HAA and the tour operator may, in their sole judgment, decline to accept or retain any person as a tour participant. Baggage and personal effects are always the sole responsibility of their owners. The price of the program is given in good

faith based on current tariffs and rates and is subject to change. Any increases in tariffs, exchange rates, or fuel prices will be passed onto participants. As part of the consideration and right to participate in a tour, each participant must sign this document and may be asked to sign a separate liability waiver and release form by the tour operator.

PERSONAL INFORMATION: HAA and the tour operator will not share participants' personal information with third parties or make it publicly available except as follows: participants' names, degree(s), home city, and email addresses may be included in the tour participant list that is distributed to tour staff and participants prior to departure; and relevant information about participants is shared with those contracted to provide tour services in the destination. Tour operators and their agents are prohibited from sharing or selling this information to other parties. Participants may opt out of sharing their email addresses with others on the tour participant list.

APPEARING IN PHOTOS: Photos from Harvard trips may be posted on photo-sharing web sites or on social networking sites. Your likeness may appear in some photos or videos, posted either by HAA or by other travelers, and these materials may be circulated worldwide. Trip photos also may be selected to appear in future Harvard Alumni Travels promotions; in such cases, HAA will attempt to notify the traveler in advance, but no compensation is available for appearing in a trip photo used for promotional purposes.

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of the information presented in this document. HAA is not responsible for errors in or damages resulting from the use of the information contained herein. Information contained in this document is subject to change.

ASSUMPTION OF RISK: Tour participants understand and agree that participation in the tour involves risks that include, without limitation, risks involved in: travel; political, legal, medical, social, economic, and weather conditions; standards of design, safety, and maintenance of buildings, public places, and conveyances that may differ from those to which they are accustomed; and health and safety standards that

may differ from those to which they are accustomed. Without limiting the foregoing, tour participants understand and agree that there are risks associated with the possibility of an epidemic or pandemic, the trajectory of which may be unpredictable, and that as a result of such an epidemic or pandemic, local and national governments may enact border, travel, and stay-at-home restrictions, and health care systems may become overwhelmed. Tour participants recognize that they may be subjected to potential risks, illnesses, injuries, and even death and confirm that they have made their own investigation of these risks, understand them, and assume them knowingly and willingly. Knowing the risks described herein, tour participants agree, on behalf of their family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding their participation in the tour.

RELEASE AND INDEMNIFICATION: By signing below (or by checking the respective box on the on-line registration form), I certify that I am age 18 or older and that I have carefully read and freely signed these Travel Terms and Conditions on my own behalf and on behalf of all members of my party. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the tour resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the tour.

QUESTIONS Please call Harvard Alumni Travels at 800-422-1636 or 617-496-0806, or email haatravels@harvard.edu.