



# True Direction Travel

TAILOR-MADE VACATIONS - INSPIRED BY YOU

## TERMS OF SERVICE

This Terms of Service agreement (the "Agreement") is a legally binding agreement that includes a waiver and release of liability. If you are obtaining a quote for and/or securing or procuring travel for more than just yourself, all references below to "I" (and derivations thereof, including without limitation "my" and "me") shall be read to mean you on behalf of yourself and each individual within your group for whom you are obtaining a quote and/or securing or procuring travel.

I understand that True Direction Travel LLC (hereinafter "True Direction") is not the source, supplier, or vendor of the travel services I have requested and acts solely as a travel advisor of such services. I have been advised that the suppliers whose names appear in the information provided to me are those who are actually responsible for providing the travel services I have purchased. I consent to and request the use of those suppliers and agree not to hold True Direction responsible should any of these suppliers (1) fail to provide the travel services I have purchased; (2) fail to comply with any applicable law; or (3) engage in any negligent act, error or omission that causes me any sort of injury, damage, delay or inconvenience. I hereby acknowledge that True Direction has provided me with a copy of the applicable terms and cancellation policies of the third-party travel suppliers in connection with my travel, including payment terms. I have carefully reviewed and discussed the terms and cancellation policies with True Direction and agree that I am subject to these terms when seeking to cancel my trip. I understand that True Direction may not be able to offer me a refund of my deposit or my trip costs in the event of cancellation and in some cases, a cancellation fee may apply.

True Direction strongly recommends the purchase of trip cancellation and travel accident insurance. I understand that I may purchase travel insurance to protect me against the costs of cancellation and to cover certain risks inherent in travel such as supplier bankruptcy and the inability to travel due to a national, medical or personal emergency. Please note that most policies have a specific clause stating they do not cover epidemics and pandemics, or when travel warnings are in place. No representation or description of the insurance made by True Direction constitutes a binding assurance of promise about the insurance. I agree to hold True Direction harmless in the event that I chose not to purchase travel insurance or in the event of a denial of claim by the travel insurer as it relates to Covid-19 or any other claim under the policy.

I hereby acknowledge that I have been offered travel insurance and I  **accept** travel or  **decline** travel insurance. *Initials* \_\_\_\_\_

I agree that True Direction is not responsible for, nor will I attempt to hold it liable for, any injury, damage or loss I may suffer on account of any acts of God, conditions, actions or omissions that are beyond its reasonable control, excepting only liability that directly arises from the gross negligence or willful misconduct of True Direction. I will not hold True Direction responsible for any injury, damage or loss I may suffer while on any third party provided or operated excursion or activity. I further agree that True Direction is not responsible for airline schedule changes or any denied insurance claims.



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I will review my travel documents for accuracy upon receipt and understand that I may contact True Direction if I have any questions. I understand that it is my responsibility to review the accuracy of all details in the travel quotations provided to me prior to purchase and to confirm the same to True Direction. I agree that True Direction reserves the right to correct any travel quotations provided to me.

Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increase that may be imposed by the supplier and/or government, even after I have completed the purchase. I hereby consent to any such price increased and authorize True Direction to use my credit or debit card to pay for said price increases. Suppliers have their own contracts addressing cancellation penalties and other terms and conditions, and I may be bound by those contracts regardless of whether I have received notice of these terms.

I understand that all reservation fares typically involve restrictions (including, but not limited to, restrictions related to cancellation) and that changing any aspect of my travel arrangements may result in the payment of additional money. I agree not to purchase a ticket or tickets containing flight segments that I will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". I further agree not to purchase a round-trip ticket that I plan to use only for one-way travel. I further acknowledge that the airlines generally prohibit all such tickets, and therefore True Direction does not guarantee that the airline will honor the ticket or tickets. If I do not use one of the flights in my reservation, the airline may cancel the remaining itinerary and may also confiscate frequent flyer points. I agree to indemnify True Direction against airline claims for the difference between the full fare of the itinerary and the value of the ticket or tickets actually purchased.

I understand that the Transportation Security Administration (TSA) requires me to carry a government issued identification card in order to board a flight. I have been advised that the name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on my airline ticket and in my booking records. I acknowledge that my failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing me to miss my flight. Similarly, I understand that any inaccuracies may also cause potential delays when joining a cruise sailing and/or other guided tour/activity.

I understand that if traveling internationally, I must have a valid passport and depending upon my destination and nationality, I may need to obtain one or more visas which will need to be arranged by myself and at my own expense. I understand that True Direction will not arrange or have any involvement in the visa process. I further understand that if I am traveling with a minor who is traveling with only one parent or with someone who is not a parent or legal guardian, then U.S. Customs and Border Protection strongly recommends that I have a notarized document from a non-traveling parent stating permission to travel and if necessary authorization to make medical decisions on behalf of the minor. I assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of my destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). Many countries



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require passports to be valid for six months or more after date of return. Some countries will not admit persons convicted of a crime.

I understand that True Direction has no special knowledge regarding the financial condition of travel service providers selected for a tour, unsafe conditions including but not limited to civil unrest/terrorism/crime, health hazards including but not limited to Zika, Ebola, COVID-19 or any other known/unknown viruses, weather hazards, or climate extremes at locations to which I may travel and that True Direction is not warranting the safety of my chosen destination. For information concerning possible dangers at destinations, True Direction recommends contacting the Travel Warnings Section of the U.S. State Department at 1-888-407-4747 or [www.travel.state.gov](http://www.travel.state.gov). For medical information, True Direction recommends contacting the Centers for Disease Control at 1-800-232-4636 or [www.cdc.gov/travel](http://www.cdc.gov/travel).

I agree that, where True Direction has identified the same in a written communication to me (including via email), a deposit may be required and/or certain consultation and representation charges may be imposed depending on which service package I select.

I authorize True Direction to use my credit card information to make payments on behalf of myself through verbal or electronic means and I agree to pay said amounts in accordance with my issuing bank cardholder agreement. I further agree that I will not pursue a chargeback or dispute any charges that I have authorized pursuant to this paragraph. *Initials* \_\_\_\_\_

I  **wish** to receive or  **do not wish** to receive marketing materials, by email or paper, from True Direction. I understand that I can always unsubscribe. I acknowledge and understand that True Direction is not responsible for any marketing information or advertisements that I receive from any other supplier. *Initials* \_\_\_\_\_

The laws of the State of Ohio govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. I agree that any action or proceeding brought by me against True Direction shall be brought solely in the courts of Ohio located in Hamilton County. In the event any action or proceeding is initiated by me in a court outside of Hamilton County, Ohio, I agree to pay True Direction's costs and reasonable attorney fees associated with defending such action or proceeding. I agree that each party's entire aggregate liability for any action or proceeding related to this Agreement shall not exceed the fees paid or payable by me to True Direction. In the event of any claim against True Direction, I agree to present any claims within 30 days after the trip conclusion and to file suit within one year of the incident. I acknowledge that this expressly limits the applicable statute of limitations to one year.

I acknowledge that, on behalf of myself and each individual within my group, I have thoroughly read this Agreement and fully understand it is a waiver and release of liability.



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I HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS AND HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD TRUE DIRECTION, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGER.

\_\_\_\_\_  
Traveler's Name

\_\_\_\_\_  
Traveler's Signature

\_\_\_\_\_  
Date

Travel Dates:

\_\_\_\_\_

Destination:

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Supplier(s): Airline, Hotel, Cruise, etc.

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