

Special Journeys Traveler Agreement and Release

This agreement is between you and Special Journeys LLC, Special Journeys Tours LLC, Special Journeys Transportation LLC, and Special Journeys Travel Companions Association; collectively these companies are referred to as “Special Journeys”.

Criteria for Travel: At Special Journeys we look forward to providing trips that explore new places in a safe and structured manner. Our travelers are individuals with intellectual, developmental, and/or physical disabilities. They are present to enjoy their trip and have a memorable vacation. We want our travelers to enjoy their experience and get as much as possible out of it. We are a true vacation experience provider; we are not a respite provider. When travelers are sent primarily for respite purposes, we reserve the right to send them home during the vacation, without refund. In order to ensure that the trips proceed smoothly and, in a manner where everyone has fun, it is essential that you agree to send travelers with us ONLY if they meet the following criteria:

Our Travelers Must:

1. Have appropriate social skills and be considerate of others on their vacation.
2. Be able to travel in a small group setting within the 1:4 traveler to Travel Companion ratio that we plan for the trips. Travelers who need a 1:1 staffing level must bring their own 1:1 dedicated caregiver. There is an additional fee required for the 1:1 caregiver.
3. Routinely sleep or rest through the night.
4. Be at least 19 years old.

Our Travelers Must Not:

1. Be medically or behaviorally inappropriate either for vacationing in general or for the specific vacation they are attending.
2. Engage in uncontrolled screaming or shouting that cannot be redirected within four prompts so that it does not significantly disrupt the other travelers' vacation.
3. Be violent to themselves or others or have aggressive or self-abusive behaviors that would be disruptive to others on the vacation.
4. Have inappropriate sexual behaviors or issues.
5. Have legal obligations or issues that are not disclosed to Special Journeys
6. Have issues with wandering that are not fully described in the Traveler Details. Travelers who may wander from the hotel must bring a 1:1 Travel Companion. There is an additional fee required for the 1:1 caregiver.
7. Have food allergies that affect them when they are in close proximity to or touch the food.

Limitations of Chaperoned Group Vacations: Our Special Journeys Tour Leaders have led over 350 chaperoned vacations. Our experience has taught us that we can provide the best possible care for our travelers ONLY if we have complete, detailed, up-to-date information about them. We use this information as a guiding light showing us how to care for the traveler – not providing these details is like blowing out the candle on us.

Even with good information, we still have limitations that are inherent in guided group vacations:

- Our team cannot be in each hotel room on a 24x7 basis. Our Tour Leaders and Travel Companions need to sleep, care for other travelers, handle luggage, and perform many other tasks. Opening hotel doors in the middle of the night to check on folks both wakes up the travelers in the room and also keeps our team from being rested to care for the travelers the next day.
- When we go to places such as theme parks, stadiums, theaters, airports, and other large venues, there can be thousands of people all around our group. We can't always control everything in these locations.
- It is critical that the traveler's medications be packed correctly before we pick up the traveler. Our team is unable to identify whether pills will run out during the trip, whether certain medications were not packed, or whether certain medications were packed in separate locations that were not identified during our pickup process.
- We cannot realistically track a traveler's bowel movements while on trips.

Special Journeys Terms and Conditions: The Terms and Conditions Agreement (found at www.specialjourneys.org) is by this reference incorporated and made a part of this Traveler Agreement and Release. You further agree to the cancellation notice policy listed in the Terms and Conditions Agreement.

Medical Emergency Consent: In case of a medical emergency, you understand that every reasonable effort will be made to reach the emergency contact(s) listed on the application. In the event that your contact(s) cannot be reached, or if Special Journeys, the attending physician, and/or the health care provider believes that immediate care without delay is required or appropriate, you hereby give permission to the physician or health care provider selected by Special Journeys to secure medical treatment, hospitalization, and/or anesthesia; and, in addition, you hereby consent to injection, surgery and/or medication.

Disclaimers and Limitations of Liability

Lost/Damaged Personal Property: Special Journeys is not responsible for any costs arising from the loss or theft of any Traveler's personal property during the vacation.

Personal Visits with Family or Relatives: Special Journeys shall have no liability or responsibility for a Traveler when they are absent from the vacation for visits with family or relatives.

Use of Safety Belts: Where the traveler occupies a motorcoach or other vehicle seat fitted with a safety belt, neither Special Journeys nor the vehicle operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness, or death, or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the operator or its agents or affiliated entities are liable in other circumstances.

Risk of Transmission of Infectious Disease: You hereby acknowledge the inherent risk of transmission or exposure to the COVID-19 virus (aka "Coronavirus"), or any other infectious diseases, and agree to indemnify and hold harmless Special Journeys and their affiliates, agents, volunteers, contractors, parent organizations, licensors, owners, employees, management, board of directors, related entities, and all other persons or entities acting in any capacity on their behalf, from any loss, liability, damage, or cost, including attorney's fees, that you may incur arising out of or related to any illness or death caused by an infectious disease contracted on your Special Journeys vacation, or that you transmit to others, whether caused by the negligence of Special Journeys or otherwise. You agree to take all reasonable precautions in preventing the spread of any infectious diseases, and you affirm that you are not currently and have not in the two weeks prior to the vacation exhibited any Coronavirus, common cold, or flu-like symptoms, including but not limited to fever, cough, sore throat, respiratory illness, or difficulty breathing. If you have any signs or symptoms of infection, or if you have had them or cared for or been around someone who is infected, you agree to stay home. You also agree to comply with all Executive Orders and guidelines issued by the Governor and Department of Health of your local state, and the Federal Government with respect to Coronavirus and other infectious diseases.

Traveler's Assumption of Risk: As a traveler I understand that my experiences may involve activities, meals, transportation, nighttime lodging arrangements, and interactions that may be new to me, and that these experiences come with risks and uncertainties beyond what I may be used to dealing with every day. I realize that no environment is risk free and understand the importance of following the directions of the staff and volunteers.

Physical activity and travel, by their very nature, carry with them certain inherent risks, dangers, and hazards that cannot be eliminated regardless of the care taken to avoid injuries. I acknowledge that Special Journeys vacations entail both known and unknown risks which could result in illness, aggravation of an existing illness or condition, disease, physical injury, emotional injury, permanent disability, death, or damage to me, to property, or to third parties. I understand that employees and volunteer Travel Companions are responsible for their own care as well as for the care of other travelers and that they may not be able to provide me with constant supervision.

Additional risks may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, bus, car, passenger van, aircraft and other means, animals, animal interactions, forces of nature, unrest, differing levels of sanitation, differing safety standards, risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease to you, accident or illness in areas of difficult evacuation or poor medical facilities, acts of governments; all occurring during the trip or while coming to or returning from the trip.

YOU ARE VOLUNTARILY PARTICIPATING, KNOWING THERE ARE RISKS. YOU AGREE TO ACCEPT ANY AND ALL RISKS.

Traveler Release and Waiver of Liability: In consideration of the services of Special Journeys and in exchange for the opportunity to participate in this vacation and the associated activities, and intending to be legally bound, I HEREBY FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Special Journeys, their affiliates, agents, volunteers, contractors, parent organizations, licensors, owners, employees, management, board of directors, related entities, all other persons or entities acting in any capacity on their behalf and each of them from any and all liabilities, damages, claims, demands and any and all harm to you (known or unknown) with respect to any bodily injury, personal injury including death, illness, or property damage, that may be sustained by me, arising out of or in any way related to the vacation, INCLUDING ANY SUCH DAMAGES, CLAIMS, DEMANDS OR INJURIES, INCLUDING DEATH, CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR OTHER ACT OR OMISSION OF THE RELEASED PARTIES. This release of liability includes any and all claims whether arising in tort, negligence, contract, equitable claims or any other legal claim under statute or common law. I understand that this agreement does not apply to injuries caused by intentional or grossly negligent conduct. This release of liability, assumption of risk, and the indemnification provision in the next paragraph are entered into on behalf of you and also binds your next of kin, estate, personal representative, executors, heirs, and assigns.

Indemnification of Special Journeys: You agree to indemnify, defend and hold harmless Special Journeys from and against all liability, property loss, claims, attorney's fees, expenses, liens, and damages of any kind or nature whatsoever, and from any suits, claims, administrative actions, and demands, whether or not in litigation, arising out of, or related to, your involvement in your Special Journeys vacation. This provision shall afford Special Journeys the right to pursue a claim. Your indemnification obligations continue even when you are done vacationing with Special Journeys.

Dispute Resolution Policy and Waiver of Class Actions

PLEASE READ THIS SECTION CAREFULLY, IT AFFECTS YOUR RIGHTS. Your vacation is being made available and priced by Special Journeys based on your acceptance of the following arbitration clause.

Special Journeys is committed to make Travelers happy. Rarely, despite Special Journeys' best efforts, disputes may arise that require resolution. For that reason, Special Journeys has established the following Dispute Resolution Policy ("Policy") intended to resolve disputes in the most rapid, efficient, and cost-effective manner possible.

For the purpose of this Policy "Dispute" means any assertion of a right, dispute or controversy between Traveler and Special Journeys arising out of, affecting, or relating to Special Journeys' website, Traveler's vacation, signing up for a vacation, sending funds to Special Journeys, or any other aspect of the relationship with Special Journeys. "Dispute" includes any controversy concerning the validity, enforceability, or scope of this Policy or this Terms and Conditions Agreement. "Dispute" also includes debatable claims of every kind and nature including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on upon contract, tort, intentional tort, statutes, regulations, common law, or equity.

For purposes of this Policy references to "Special Journeys" includes the company's affiliates, agents, volunteers, contractors, parent organizations, licensors, owners, employees, management, board of directors, related entities, and all other persons or entities acting in any capacity on the company's behalf.

Informal Dispute Resolution: Before any Dispute is submitted to a formal procedure, you and Special Journeys will attempt to resolve it through good faith negotiations. Both Parties agree to try to resolve such Dispute informally by first sending a notice to the other clearly marked "Notice of Dispute" and containing a brief written statement setting forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You can send such notice to Special Journeys either via email at info@specialjourneys.org or via mail at Special Journeys, LLC, PO Box 583, Boys Town, NE 68010. Then Special Journeys will respond via email at the address specified in such notice or the address Special Journeys has on file for the relevant Traveler. Special Journeys will send such notice to you at the address Special Journeys has on file for the relevant Traveler.

You and Special Journeys agree to use reasonable, good faith efforts to settle any Dispute through consultation and good faith negotiations within sixty (60) days of submission of such notice. If a Dispute is not resolved within sixty (60) days of such submission, you or Special Journeys may resort to the other alternatives described in this section.

Governing Law in Arbitration: In the arbitration, this Terms and Conditions Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the law of the State of Nebraska, exclusive

of conflict or choice of laws rules. The Parties acknowledge that Special Journeys vacations and this Terms and Conditions Agreement both evidence a transaction involving interstate commerce. Accordingly, notwithstanding the provision in the preceding sentence with respect to applicable substantive law, this Terms and Conditions Agreement, this Policy, and any arbitration conducted pursuant to the terms of this Policy shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

Binding Arbitration: In the very unlikely event that the Parties do not reach a mutually satisfactory agreement through informal discussions, both Parties agree to resolve Disputes through binding arbitration described as follows. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class actions are not permitted. THIS MEANS THAT YOU AND SPECIAL JOURNEYS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

Class Action Waiver: NEITHER YOU NOR SPECIAL JOURNEYS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE. Further, unless both you and Special Journeys agree otherwise in writing, the arbitrator may not consolidate more than one (1) person's claims and may not otherwise preside over any form of a representative or class proceeding.

Arbitration Administration and Rules: The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules and AAA Consumer Due Process Protocol (if you are a Traveler) or Commercial Arbitration Rules (if you are a professional or other business) ("AAA Rules"), as applicable and then in effect. (The AAA Rules are available at <http://www.adr.org> or by writing the AAA at 1633 Broadway, 10th Floor, New York, NY 10019). In the unlikely event that AAA declines or is unable to administer the arbitration of a Dispute under this Policy, then the arbitration shall be conducted by a single arbitrator who is either agreed upon by you and Special Journeys or has been appointed as provided in the Federal Arbitration Act. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitrator administrator and this Policy, in which case this Policy shall govern.

Arbitration Process: A Party who desires to initiate the arbitration must provide the other Party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be an active member, in good standing, of the bar for any state in the continental United States and shall be either a retired judge or an attorney who has been actively engaged in the practice of law for at least fifteen (15) years. The arbitration organization shall appoint the arbitrator. Each Party to the Dispute shall have the right, on a single occasion, to veto the designation of an arbitrator so selected. Any determination as to whether this Policy is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including, without limitation, any issues relating to whether a Dispute is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth in this Policy shall be determined by a Court of appropriate jurisdiction.

Arbitration Location and Procedure: The seat of the arbitration shall be in Omaha, Nebraska, unless you and Special Journeys agree otherwise or the AAA Rules, as applicable, provide otherwise. The arbitrator will have the discretion to direct a reasonable exchange of information by the Parties, consistent with the expedited nature of the arbitration. You and Special Journeys agree that both Parties shall have an absolute right to retain expert witness(es) regarding travel and/or the special needs field and to have such report of each expert(s) be submitted to the arbitrator. Further, you and Special Journeys agree that upon request, due to the unique nature of special needs vacations, either Party has the right to have a telephone or video conference hearing with any expert(s) before or during any final arbitration hearing.

Award: Any Dispute and defenses that can be asserted in court can be asserted in the arbitration and the arbitrator will consider all applicable Federal, State, and local law in rendering an award. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief. The arbitrator's award will consist of a written statement of the disposition of the Dispute and a concise written statement of the essential findings and conclusions on which the award is based.

Arbitrator's Decision and Governing Law: The arbitrator shall apply Nebraska law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section in this Terms and Conditions Agreement. The arbitrator may award declaratory or injunctive relief in favor of a Party only to the extent necessary to provide relief warranted by the Party's individual claim.

Appeals: Subject to the right of appeal under the Federal Arbitration Act, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within thirty (30) days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The arbitrator panel shall be appointed by the arbitration organization and shall consist of active members, in good standing, of the bar for any state in the continental United States and shall be either retired judges or attorneys who have been actively engaged in the practice of law for at least twenty (20) years. The panel's majority vote decision shall be final and binding, except for any appeal right under the Federal Arbitration Act.

Fees In Arbitration and Expenses Outside Arbitration: Each Party's responsibility to pay the arbitration filing, administrative, and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules. Except as otherwise set forth in the AAA Rules or under applicable law, you and Special Journeys shall each bear and be solely responsible for its own attorneys' fees, costs, and expenses incurred in connection with any Dispute. However, if the arbitrator, at the request of the prevailing party, finds that the losing Party brought a claim or asserted a defense frivolously or for an improper purpose, then arbitrator must order the losing Party to pay both Parties' arbitration fees and may order the losing Party to pay the prevailing Party's reasonable attorney's fees, unless such an award of fees is prohibited by applicable law or the AAA Rules.

Except as otherwise expressly set forth in this Policy, in the event that either you or Special Journeys files a judicial or administrative action asserting a claim that is subject to arbitration (other than a claim listed in the Exceptions provision herein) and the other Party successfully compels arbitration, then the Party filing that judicial or administrative action must pay the other Party's costs and expenses incurred in seeking to compel arbitration (including, without limitation, reasonable attorneys' fees, expenses, and court costs).

Confidentiality of Arbitration: You and Special Journeys recognize that the Travelers are protected individuals. Notwithstanding anything to the contrary in the AAA Rules, you and Special Journeys agree that any arbitration proceeding, any documents exchanged or produced during an arbitration proceeding, any briefs or other documents prepared for an arbitration, and any arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce the arbitration provision, arbitral award, or other rights of the Parties, or as required by law or court order. This confidentiality provision does not foreclose the American Arbitration Association from reporting certain consumer arbitration case information as required by state law.

Exceptions to Agreement to Arbitrate: Nothing in this Policy precludes you or Special Journeys from bringing issues to the attention of federal, state, or local agencies. Such agencies can, in the event that the law allows, seek relief against us on your behalf. The following Disputes are excluded from this Policy (including, without limitation, the Informal Dispute Resolution provision herein) and may only be decided by a court of competent jurisdiction: (i) either Party may bring an individual action in small claims court, unless such action is transferred, removed, or appealed to a different court; and (ii) each Party may bring suit in court against actual or threatened intellectual property infringement (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the Informal Dispute Resolution process described above.

Judicial Forum for Disputes If Class Waiver Invalidated: If any court or arbitrator determines that the class action waiver set forth in this Policy is void or unenforceable, then the Dispute will not be subject to arbitration and must be brought in the appropriate federal or state court in Omaha, Nebraska. Claims brought in state court may be removed to federal court if removal jurisdiction exists. Both you and Special Journeys consent to venue and personal jurisdiction there. Both Parties agree to waive the right to a jury trial.

Severability and Survival: If any provision in this Policy, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable. This Policy shall survive expiration or earlier termination of this Terms and Conditions Agreement for any reason or for no reason indefinitely.

Signature and Copies of This Agreement

This Agreement may be executed in multiple originals that together shall be the same document. Copied, faxed, and digitally transmitted signatures shall be deemed originals.

TRAVELER OR THEIR GUARDIAN HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN TRAVELER OR THEIR GUARDIAN AND SPECIAL JOURNEYS AND SIGNS OF HIS OR HER OWN FREE WILL.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Both traveler and legal guardian should sign unless traveler is his/her own guardian.

Traveler's Signature: _____

Guardian's Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Traveler's City/State: _____