

HIGHEST TRAVEL, LLC 2027 TERMS & CONDITIONS AND RELEASE

TERMS AND CONDITIONS: Highest Travel, LLC (hereinafter “Highest Travel”) is a full-service tour operator conducting tours throughout the U.S. and abroad. These terms and conditions describe what you are legally entitled to expect from us when you book your trip, **in addition to important obligations you make as a customer that affect your legal rights.** The terms “we,” “us,” and “our,” refer to Highest Travel. The term “you” “traveler” “customer” refers to the customer visiting our website, and/or booking a reservation through us.

PAYMENT SCHEDULE: Each reservation requires a \$250 per person deposit (exceptions may apply) to be credited toward your final payment. Your deposit is non-refundable per our cancellation schedule noted in these terms and conditions. Final payment schedule is also listed in these terms and conditions. Payments can be made by check or credit card at the discretion of Highest Travel. Booking with Highest Travel gives authorization and a binding agreement to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these terms and conditions. In the event a participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Highest Travel, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, actual attorney’s fees.

FINAL PAYMENT: Final payment is due 120 days before the tour departure date. If final payment is not received by the due date, a \$50 per person late fee will be assessed or your reservation may be cancelled, at the sole discretion of Highest Travel. Such cancellation will be considered a cancellation by customer, and cancellation charges will apply as detailed in these terms and conditions.

CANCELLATION & REFUND POLICY: Should a cancellation become necessary we must receive your cancellation notice in writing or email, and it will become effective only when received by Highest Travel. Any refund will be subject to the below fee schedule and ultimately at Highest Travel’s sole discretion. The cancellation fee per person will be determined by the number of days remaining until your tour departure date (day of departure is counted as Day 0). Please note that these cancellation fees are in place because Highest Travel is required to pay all suppliers well in advance of your tour date, and these suppliers have their own cancellation policies.

Cancellation Fee Schedule:

121 or more days: \$250 flat fee
120 or less: No refund

Japan: Traditions & Tranquility Cancellation Fee Schedule:

121 or more days: \$500 flat fee
120 or less: No refund

ELIGIBILITY AND MOBILITY: The fundamental nature of Highest Travel’s services requires our travelers to be in good overall health and capable of walking up to a mile at a time, for up to three miles a day. International tours have higher mobility and walking requirements. Travelers should speak with their doctor before deciding to travel. Due to the fundamental nature of our services and tour stops, Highest Travel is only able to accommodate walking canes. Highest Travel cannot accommodate travelers using other mobility devices such as walkers, wheelchairs, or scooters. Highest Travel reserves the right to refuse service to anyone that, in its sole discretion, is not capable of safely traveling with Highest Travel. Additionally, Highest Travel reserves the right to refuse service to any person who has previously caused a disturbance on a Highest Travel booking or in the booking process.

REMOVAL FROM TOUR: Highest Travel reserves the right to decline or remove any person as a member of a tour whose actions, speech, health, or behavior are considered detrimental to the group's welfare at any time and in any location. If you are removed from the tour you will not be entitled to any refund.

CHANGE POLICY: Changes to a reservation such as departure date or traveler name may incur a change fee. In addition, any penalties or fees imposed by our suppliers will be charged to you. If this change or a change to your pre/post-tour hotel is made within 90 days of departure, you will also be responsible for any penalties or fees imposed by our suppliers. All changes are subject to availability. Optional excursions become non-refundable by the tour's final payment date.

CANCELLATION BY HIGHEST TRAVEL: Highest Travel reserves the right to cancel any tour at its sole discretion. In the unlikely event a tour is cancelled by Highest Travel and Highest Travel is unable to reschedule, all funds collected from any traveler will be promptly refunded in full. Money is refunded to the original payer. This provision does not apply if a tour is cancelled due to a force majeure as described herein.

ITINERARY CHANGES WHILE ON TOUR: Highest Travel reserves the right to modify or change an itinerary while on a tour due to unforeseen circumstances which require a change for the health, safety, or well-being of those on the tour. No refunds will be issued for a change in itinerary.

TRANSPORTATION TO/FROM DESTINATION: Airline and other transportation arrangements to the start of the tour or starting airport for international departures should not be purchased until you receive a confirmation that the tour is guaranteed. Highest Travel will not be responsible for change fees, including any non-changeable airline or other transportation tickets that are purchased at any time, unless a change in itinerary is announced by Highest Travel after a tour is guaranteed.

TRAVEL PRICES: The travel prices listed in our marketing and related materials are based on currency exchange rates in effect at the time Highest Travel prices its tours. All travel prices are subject to revision in the event of a fluctuation in tariff, currency rates, or other factors which are beyond our control. We reserve the right to correct errors. Prices are quoted in United States of America (hereinafter, "U.S.") dollars.

ENTRY REQUIREMENTS: A valid U.S. Passport is required for air travel to/from the U.S. U.S. citizens crossing by land need to present a valid U.S. Passport. If your passport is other than U.S. issued, please advise us in writing as other documentation may be required. Some countries require a minimum period (generally 6 months) from scheduled return date of your trip until passport expires. Failure to present proper proof of citizenship can result in denied entry, and you may not be able to join and/or continue with our tour. Highest Travel will not be responsible for the accuracy of your citizenship documents or any additional costs incurred due to incomplete documentation. All passengers should check with the appropriate consulate for entry requirements. Obtaining appropriate documentation is the passenger's responsibility. Highest Travel bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry. Travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare. Highest Travel is not in a position to advise or recommend whether travel to any particular place at any particular time should take place. It is recommended that the guest should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State (travel.state.gov). In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country. It's important to note that

certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Please note that Highest Travel cannot be held responsible for denied entry if a guest is unable to provide details to foreign authorities of insurance. If you choose to travel without adequate coverage, Highest Travel is not be responsible for any of your incurred losses. Declining to purchase travel protection coverage could result in the loss of your travel costs and/or require additional funds on your own accord to correct the situation.

FORCE MAJEURE: Highest Travel shall not be responsible for, and will make no refund and pay no damages in the event of cancellation due to force majeure, and/or for events beyond its control, including but not limited to, acts of God, strikes, acts of war, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of third parties or other parties not under the control of Highest Travel and all similar events outside our control.

INTERPRETATION AND DISPUTES: These terms are governed by the laws of the State of Wisconsin, without regard to any conflict of laws and/or provisions. All disputes or causes of action shall be brought exclusively in Waukesha County, Wisconsin with respect to any dispute arising under these terms, unless otherwise specifically agreed by Highest Travel in its sole discretion. In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these terms is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable, then the provision shall be severed and the remaining terms of these terms shall be interpreted and read to give them maximum enforceability. Any cause of action or claim must be commenced within one (1) year after the action or claim arises.

PARTICIPANT ACCEPTANCE OF THESE TERMS AND CONDITIONS: By booking your arrangement with us, you agree to be bound by the terms of this agreement and any additional terms and conditions of any supplier that are applicable to your travel arrangements. The participant who reserves the trip shall provide these terms and conditions to each trip participant. It is the responsibility of each participant to read our terms and conditions in its entirety. Highest Travel is not responsible for any participant's unawareness of the terms and conditions. If you do not agree with our terms and conditions you should speak with us before making any booking. You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these terms and conditions and to check back from time to time for any changes. Your continued use of our services after any changes are made constitute your acceptance of such changes. You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You understand that you are financially responsible for any use of our services by you and those for whom you make bookings. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and/or (d) our right to debit your account for any costs we incur as a result of such violation.

ELECTRONIC SIGNATURE: An electronic signature will be accepted as valid on these Terms and Conditions and Release.

ENTIRE AGREEMENT: These "Terms and Conditions" and "Release" together constitute the entire agreement between you and Highest Travel with respect to your travel, your reservation and your request for a reservation. These terms supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these terms will be effective only if in writing and signed by Highest Travel. These terms will inure to the benefit of Highest Travel successors and assigns. Highest Travel reserves the right to modify these terms and conditions at any time without prior notice to clients.

UPDATES: Updates to terms and conditions are available upon request or online at www.HighestTravel.com.

ACKNOWLEDGMENT AND AGREEMENT: I, the undersigned, do hereby acknowledge and agree that I have read and understood the above Terms and Conditions and agree to be bound by the same.

Electronically Signed By:

/s/ _____

Date:

**HIGHEST TRAVEL, LLC RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

I acknowledge that there are risks to travel, including but not limited to hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. I am voluntarily participating in these activities with the knowledge that there are significant dangers involved, and hereby agree to accept any and all risks.

I acknowledge that Highest Travel, its employees, representatives, and agents acts as an independent contractor that arranges travel-related services for tour packages. Neither Highest Travel nor their agents or affiliates act as my agent or as an agent for others who provide services in connection with any tour, including, but not limited to, hotels, restaurants, sightseeing and transportation. I understand that those service providers act as independent contractors. I also understand that tickets, vouchers, and other travel documents from the independent contractors are subject to all terms and conditions of the respective suppliers (some of them may limit or exclude the supplier's liability).

As lawful consideration for the agreement with Highest Travel to participate in its trips and activities **I AGREE TO RELEASE AND FULLY DISCHARGE Highest Travel, LLC, and its owners, officers, shareholders, directors, agents, and employees (collectively the "HIGHEST TRAVEL RELEASEE") from any liability resulting from any personal injury to myself, including death, or financial damages which are caused by any NEGLIGENT ACT OR OMISSION of any HIGHEST TRAVEL RELEASEE with respect to:** The rendering of first-aid. Traveling to or from the departure and or destination points on your itinerary. Traveling to and from excursions, lodging, scheduled or non-scheduled locations while on the tour. Participation in an excursion, activity, or non-scheduled activity on the tour. Choice of lodging or interactions with lodging establishment. Contracting with a particular third-

party vendor, contractor, or receptive for travel, activities, or excursions while on the tour. Any negligent, reckless, or intentional act taken by a third-party vendor, contractor, or receptive. Providing safety information to those on the tour, including information about the safety or advisability of travel to particular locations while on a tour. Providing information related to allergies or safety of food consumption while on tour. Hiring and supervising of employees. Removal or non-removal of participants on tour.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claim I may have for reckless or intentional acts on the part of any HIGHEST TRAVEL RELEASEE.

In the event I am signing as a parent of a minor, I represent I have full authority to do so, realizing this Release is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HIGHEST TRAVEL, LLC, ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

Electronically Signed By:

/s/_____

Date: