

Limits on the National World War II Museum Responsibility

The National World War II Museum Inc., a New Orleans, Louisiana-based nonprofit 501(c)(3) organization, and its employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, and assigns (collectively "the Museum") and nonprofit 201 (c)(3) organization, Cal Alumni Association (CAA), and its employees, do not own or operate any entity which provides goods or services for your trip including lodging facilities, airline, vessel, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, the Museum is not liable for any negligent or willful act or failure to act of any such person or entity or of any other third party.

In addition and without limitation, the Museum and CAA is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Participants assume all such risks as well as the risk of negligence by the Museum and specifically release the Museum therefrom.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept as a trip participant, or remove from a trip, without refund, any person the Museum judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders or third parties, or who the Museum determines to detract from the enjoyment of the trip by others. Specific room/cabin assignments are within the sole discretion of the hotel or cruise line.

The Museum reserves the right to change the itinerary or trip features at any time and for any reason, with or without notice, and the Museum shall not be liable for any loss of any kind as a result of any such changes. Ship schedules, port calls, hours of arrival and departure, sightseeing events, special programs and guest lecture series (if applicable), are subject to change or cancellation without prior notice. The Museum is not responsible therefore and is not required to compensate passengers under these circumstances. The Museum may cancel a trip (or an option) for any reason whatsoever; if so, its sole responsibility is to refund monies paid by the participant to it. The Museum is not required to cancel any trip for any reason including without limitation, United States Department of State, World Health Organization, Centers for Disease Control or other Warnings or Advisories of any kind. The Museum is not responsible for penalties assessed by air carriers resulting from operational and/or itinerary changes, even if the Museum makes the flight arrangements or cancels the trip. The Museum reserves the right to substitute vessels, hotels, itineraries or attractions for those listed in this brochure.

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) Louisiana law and will take place in New Orleans, LA. 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. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

The Museum is not responsible for misprints in tour promotional material.

**EASY COMPANY:
ENGLAND TO THE EAGLE'S NEST**

Featuring original cast-members from the award-winning HBO miniseries *Band of Brothers*
MAY 14 - 27, 2019

SEND FORM TO:

Cal Discoveries Travel
1 Alumni House
Berkeley, CA 94720-7520
Phone: 510.900.8222 Toll Free: 888.225.2586
Website: alumni.berkeley.edu/caldiscoveries
Email: caldiscoveries@alumni.berkeley.edu

All passengers must travel with a passport valid at least 6 months beyond their return date.

PLEASE MAKE MY/OUR RESERVATION FOR:

Easy Company: May 14 – 27, 2019 \$6,795* Double occupancy \$8,995* Single occupancy

Pricing above includes a \$500 per person savings when booked by December 28, 2018. After December 28, 2018, \$7,295 double occupancy, \$9,495 single occupancy. Taxes and fees are an additional \$329 per person.

Churchill's London Pre-Tour Extension \$1,899* Double occupancy \$2,659 Single occupancy

Pricing above includes a \$500 per person savings when booked by December 28, 2018. After December 28, 2018, \$2,399 double occupancy, \$3,159 single occupancy. Taxes and fees are an additional \$129 per person.

Bedding preference: Twin (2 beds) Queen

Activity Level: Active

Guest 1: Full Legal Name (as it appears on your passport)

Title: _____ First: _____ Middle: _____ Last: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Home Ph: _____ / _____ Cell: _____ / _____

Roommate (if different from below): _____

Email Address: _____

Birthdate: _____ / _____ / _____ Preferred Name on Badge: _____

Guest 2: Full Legal Name (as it appears on your passport)

Title: _____ First: _____ Middle: _____ Last: _____

Email Address: _____

Birthdate: _____ / _____ / _____ Preferred Name on Badge: _____

CAA MEMBERSHIP POLICY: One traveler per room, whether an alumni or friend, must be a current Cal Alumni Association member at the time of departure to participate in Cal Discoveries Travel offerings. Payment of \$60 for seniors 65 years and over and \$75 for others establishes a regular or affiliate membership with all other Association benefits. Memberships are for individuals only, and are non-refundable and non-transferable. A traveling pair and their children under 21 years of age may travel on one membership. Please make dues payable to CAA by separate check, or, if you prefer, provide a Visa, MasterCard, or American Express number with expiration date for payment. You can also enroll online at alumni.berkeley.edu/join.

DEPOSIT AND FINAL PAYMENT: A deposit of \$1,000 per person plus \$200 deposit per person for each Pre-Tour Extension, if applicable, is due with your reservation application. **To receive the \$500 per person Early Booking Savings Discount, booking and deposit must be made by December 28, 2018.** Final payments must be received no later than Wednesday, February 13, 2019.

Please reserve _____ space(s). Enclosed is my/our deposit for \$_____. Deposits and all other payments may be made by personal check, American Express, MasterCard, Visa, and Discover.

Accept my check made payable to The National WWII Museum

Charge my: MasterCard Visa American Express Discover

Card # _____ CVV/Security Code _____ Expires _____ / _____

SIGNATURE AS IT APPEARS ON CREDIT CARD

Making a deposit or acceptance or use of any vouchers, tickets, goods or services shall be deemed consent to and acceptance of the terms and conditions stated in the applicable Terms and Conditions agreement, including limitations on responsibility and liability.

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