**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION AGREEMENT**

**RESPONSIBILITY:** Gohagan & Company, CAA, and its and their employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, and assigns (collectively “Gohagan”), do not own or operate any entity which is to or does provide goods or services for your program including, for example, 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, Gohagan is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Gohagan is not responsible for any injury, financial or other 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 or orders of government, denial or delay of access to any country, acts of war, civil unrest or revolution, riots, attacks by animals, pests, 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. Further, I release Gohagan from its own negligence and assume all risk thereof.

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, transfer, and meal costs. Baggage is entirely at owner’s risk. The right is reserved to decline to accept as a program participant, or to remove from a program, without refund, any person Gohagan judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other program participants, leaders or third parties, or who engages in behavior to detract from the enjoyment of the program or others.

Specific room/cabin assignments are within the sole discretion of the hotel or cruise line. Gohagan reserves the right to change the itinerary or program features at any time and for any reason, with or without notice, and Gohagan shall not be liable for any injuries, losses or damages, including, but not limited to, any increases in transportation expenses, fees, optional excursion cancellation fees and administrative fees may apply. In the event a “discounted” reservation must be cancelled, no replacement reservation can be substituted at the discounted rate. A “replacement reservation” by specified date.

**AI Alumni House**

1 Alumni House

Berkeley, CA 94720-7520

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**PHYSICAL ACCESSIBILITY:** All programs require physical independence and mobility. Any person with a physical condition that may require medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Participants must be able to embark or disembark motorcoaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for handling equipment.

**TRAVEL INSURANCE:** We strongly recommend that you purchase travel cancellation insurance. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement. Travel insurance information is provided via email by the Cal Discoveries Travel office upon confirmation of your reservation. In research insurance options on your own please visit: travelusa.com/calalumini.

**RATES:** Prices quoted are based on fares in effect at the time of printing and are subject to change at any time. On land and/or cruise programs, even after full payment, Gohagan reserves the right to increase the program price in the event of cost increases due to changes in supplier charges, currency fluctuations or fuel, energy price increases and all such increases are to be paid by Gohagan upon notice to the participant of such increases. On programs which include Gohagan purchased interstate or international air (which originates or returns to the United States), applicable increases will be passed on after final payment except for subsequently imposed governmental tax increases.

**REGISTRATION:** GST#: 87-038348-4. WST#: 601-767-666, OST#: 3B 0050.

**CHOICE OF LAW:** This agreement and any issues regarding the program will be governed by substantive Illinois law.

**BINDING ARBITRATION:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the program, or the program itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 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 the then-prevailing (but not precedent) Illinois law and will take place in Chicago, IL. 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, the participant and Gohagan are waiving the right to a trial by jury. Any arbitration commenced against Gohagan must be on behalf of only the signatory to this Agreement and his or her immediate family members who traveled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or any other joint action.

**ACCEPANCE OF CONTRACT:** By forwarding of deposit, the participant certifies that he/she does not have any mental, physical or other condition of disability that would create a hazard for him/herself or other participants and accepts the terms contained in this Release of Liability, Assumption of Risk and Binding Arbitration Agreement for this program or for any program to which he/she may transfer.

**TRAVEL ARRANGEMENTS BY:** Gohagan & Company.

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**DISCOUNTED RESERVATIONS:** Discounts apply only to those reservations received in the offices of Cal Discoveries Travel in writing, accompanied by the required deposit, by specified date. In the event a “discounted” reservation must be cancelled, no “replacement reservation” can be substituted at the discounted rate. A “replacement reservation” is a new reservation and can be substituted only at the full-face tariff. Cancellation penalties may apply.

**CANCELLATION FEES:** Final payment is due at least 95 days prior to departure. Cancellation fees and penalties apply as follows:

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<tr>
<th>Prior to Departure</th>
<th>Fee</th>
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<tbody>
<tr>
<td>96 days or more prior</td>
<td>Full refund</td>
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<tr>
<td>61-95 days prior</td>
<td>50% of program price</td>
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<tr>
<td>60-64 days prior</td>
<td>75% of program price</td>
</tr>
<tr>
<td>44-40 days prior</td>
<td>100% of program price</td>
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*All cancellations must be submitted in writing to Cal Discoveries Travel. In the event of a cancellation between 45 and 95 days prior to departure, the refund will be by credit, usable on a future Gohagan & Company trip which commences on or before December 31, 2023. In addition, for all bookings, any applicable online cancellation fees, optional excursion cancellation fees and administrative fees may apply.*