

## TERMS & CONDITIONS

Read this agreement carefully.

### **Agreement**

The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you the trip “Participant” and Navajo USA LLC D.B.A. Navajo Tours USA (hereinafter, “Navajo Tours USA”) with respect to any and all bookings, tours or transactions made with Navajo USA LLC.

By completing a booking, you accept all of the terms in this agreement. All persons named in booking manifest, and on Liability Waiver Agreement (“Participants”) are subject to this agreement. You affirm that you have made all other Participants listed in the booking aware of these terms – regardless of how final payment is made – and that all Participants accept these terms.

### **Reservations**

Full deposit required. You may reserve space on a tour by completing the booking form online. A booking is not final until you receive a receipt from us at Navajo Tours USA.

### **Reservations and payments**

Full deposit required. Advanced booking required. You may reserve space on a tour by completing the booking form online. A booking is not final until you receive a receipt from us at Navajo Tours USA. Navajo Tours USA uses the booking platform FareHarbor Holdings, Inc. Your credit card information, name, email address, phone number, and zip code is saved in the FareHarbor Holdings, Inc. platform. Any additional bookings, rescheduling, and/or cancellations will be applied from your saved information in the FareHarbor Holdings, Inc. platform with your permission.

### **Form of Payment**

Payments may be made by:

- credit card via our online booking platform FareHarbor Holdings, Inc.
- credit card via VPay (also known as Fiserv, First Data, CardConnect)
- credit card via Paypal, Venmo
- by check

### **Novel Coronavirus Disease (COVID-19)**

With the new and evolving nature of COVID-19 and given the recent global travel restrictions, we are monitoring and following the guidelines from the Centers for Disease Control and Prevention, New Mexico Tourism Office, and Navajo Nation public health authorities.

Guidelines to recreate responsibly while on tour are as follows:

- Use a hand sanitizer that contains at least 60% alcohol.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Stay at least 6 feet (2 arms length) from another person.
- Cover your coughs and sneezes when around others.
- Pack out what you take in. This means all trash.
- Practice Leave-No-Trace principles.

### **Cancellations non-agency**

Payments will be non-refundable 7 days before tour date. You may substitute, within a booking, another travel guest without penalty. Payments will be non-refundable if you and/or your party arrive late to location or leave early.

### **Cancellations agencies**

Payments/deposits will be non-refundable 29 days before tour date. Navajo Tours USA will invoice agency within 29 days of scheduled tour date. Payments/deposits will be non-refundable if you and/or your party arrive late to location or leave early.

### **Refunds and substitutions**

Refunds are managed through our online booking platform FareHarbor Holdings, Inc. Your refund will be credited to your credit card on file. Participants may be substituted within a reservation without penalty. No refunds will be provided for any unused portion of a tour once the tour begins, including if you leave a tour early for any reason or have to be removed from a tour.

### **Changes by you**

A change fee will NOT be imposed unless delivery of cost services is affected. These cost services include transportation services, touring hours, catering/meal services, and/or changing your group tour to a private tour. The type and scope of change dictates the amount of the change fee.

### **Changes by Navajo Tours USA**

We reserve the right to cancel, alter, or modify any tour without prior notice “for any reason”. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may

include mechanical breakdown, illness, strikes, government/tribal disputes, political disputes, weather, other unforeseeable factors, and acts of God.

### **Price Adjustment**

The quoted tour price is based on fees and costs at the time you begin your tour. Prior to your tour date, Navajo Tours USA will notify you if fees and costs change to adjust/increase the quoted price if labor/materials, supplier costs, government/tribal fees, and admission changes.

### **Credit card authorization for post-booking charges**

We ask your permission first to authorize Navajo Tours USA to charge your credit card on file for any additional fees, price increases, or supplemental payments that you incur post-booking.

### **No refunds for personal expenses**

You will not be reimbursed for any personal expenses such as airfare, hotel, or other travel expenses due to changes in itineraries or tour cancellations.

### **Responsibility**

As a United States of America based tour company, there will be some instances where we may promote and market all-inclusive tours consisting of certain travel services that we purchase or reserve from various suppliers on your behalf. In doing so, we act only as an intermediary for the various independent suppliers that provide accommodations, meals, transportation, sightseeing, activities, and other goods and services connected with your tour ("Supplier" or "Suppliers"). You acknowledge that you are aware of and clearly understand that these Suppliers are independent contractors, are not managed by Navajo Tours USA, and are not agents or employees of Navajo Tours USA. We assume no responsibility for and cannot be held liable any negligent or willful act or failure to act of any Supplier, or of any other person or entity. We are also not responsible for the financial default of any Supplier. You agree to seek remedies directly and only against the Suppliers and not hold Navajo Tours USA responsible for their acts, omissions, and/or financial default. A Supplier's goods and services are subject to the Supplier's own terms and conditions and waivers of liability, which may require your separate signature, as well as the local laws and regulations of the relevant entity or tribal government.

### **Travel insurance**

The tour price does not include any travel insurance. All trips with Navajo Tours USA assumes you have your personal travel insurance. We strongly recommend that you purchase additional comprehensive travel insurance, covering trip interruption and cancellation, baggage, accident/life, repatriation and other expenses which might arise as a result of loss, damage, injury, delay, or inconvenience occurring to you.

### **Business insurance**

Navajo USA LLC has a policy with Philadelphia Indemnity Insurance Company which provides the necessary minimum requirements for active businesses.

### **Pre-tour documentation**

It is important that you carefully read your itinerary as soon as you receive them. It is your responsibility to contact us if any information is incorrect. This agreement and your signed waiver of liability will be forwarded to you upon request. If you fail to sign a waiver of liability and any other necessary documentation prior to your tour, we reserve the right to treat your booking as cancelled by you and impose the cancellation policy described in this agreement.

### **Health requirements and medical care**

Our tours are minimally active, with varying levels of moderate high steps depending on the specific itinerary. By signing waiver of liability, you represent that you do not have any physical or other conditions that would create a hazard for you or other participants, or affect other people's enjoyment on the tour.

If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, you must inform 10 days before your tour begins. We may require a medical certificate if you have a special condition. Navajo USA LLC and/or its Suppliers reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour's physical demands.

Navajo USA LLC assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during your tour.

### **Complaint procedure**

If you have a complaint during your tour, you must notify Navajo USA LLC at 855-422-5476 or [info@navajotoursusa.com](mailto:info@navajotoursusa.com). We will attempt to remedy the situation. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur.

### **Tour start date**

It is your responsibility to be ready to embark on the tour as specified in the itinerary. Navajo USA LLC is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

### **Compliance with local laws and tour etiquette**

You must strictly comply with all local and tribal laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, Navajo USA LLC and/or the local guide/supplier has the right in its sole discretion to remove anyone a) who it judges to be incapable of meeting the demands and requirements of

participating in the tour activities; or b) who it determines to detract from others' enjoyment of the tour.

### **Images release**

You agree that Navajo USA LLC may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our tour products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform Navajo USA LLC or your tour leader at the start of your tour.

### **Limitation of remedies**

You agree that to the extent consistent with applicable law, the maximum amount of recovery to which you may be permitted to recover from Navajo USA LLC shall not exceed the amount of the paid tour cost. To the maximum extent permitted under applicable law, Navajo USA LLC shall not be liable for any special, consequential, indirect, incidental or other damages, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Navajo USA LLC has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages. If you, or any of your heirs, or anyone acting on their own in your behalf should bring such suit, you shall pay all attorney fees, related court fees and defense costs should you not prevail.

### **Severability**

If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision.

### **Successors and assigns**

This agreement shall inure to the benefit of and be binding upon Navajo USA LLC and the participant and their respective heirs, legal personal representatives, successors and assigns.

### **Updating of terms and conditions**

Navajo USA LLC reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions can be reviewed at <https://navajotoursusa.com/terms>.

### **Merger**

This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

Navajo USA LLC  
PO Box 1795  
Cuba, New Mexico 87013  
Tel: (855) 422-5476

I have read this entire agreement. I attest that I am of the age of 18 or over, and if applicable, these terms and conditions cover my children. I understand that this is a legally binding contract.