



TERMS AND CONDITIONS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read this Morris Murdock Escorted Tours and Morris Murdock LDS Travel Study (collectively, MMET) Terms and Conditions, Liability Release and Assumption of Risk Agreement (Agreement). BY REGISTERING FOR THIS TOUR EITHER DIGITALLY OR VERBALLY, YOU ARE EXPRESSLY AGREEING TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. This tour allows for a NO PENALTY cancellation (in most cases, you will be notified at booking if other policy exist) that allows you to cancel your reservation in that time frame if you cannot comply as outlined. This tour is offered conditioned on each participant's acceptance, without modification, of the terms and conditions contained in this Agreement.

If participant is a minor, an Agreement MUST BE completed by the minor's parent or guardian, signing on behalf of the minor as if the parent or guardian is the minor.

I desire to participate in this MMET Tour and in consideration of being allowed to participate, I hereby acknowledge and agree as follows.

1. TOUR INCLUSIONS, EXCLUSIONS

MMET endeavors to keep consistency in Tours provided year after year, however, each Tour has its own elements and benefits. Please read the specifications for this Tour to learn what is, and is not, included.

a. Modifications. MMET strives to improve Tour itineraries and features. If improvements can be made, or unforeseen circumstances beyond MMET's control make changes necessary, MMET reserves the right to vary itineraries, attractions, and substitute hotels. Every effort will be made to carry out Tours as planned; alterations may still occur after final itineraries are sent. (For example, weather conditions may force changes to the advertised cruise schedule and a ship's captain has the authority to change a ship's schedule.)

b. Acknowledgement, Agreement, Indemnification. All documents issued and arrangements for activities, transport, conveyance, and/or accommodations are made by MMET acting on participant's behalf as agent with third parties, vendor(s), and/or supplier(s) (collectively, Supplier) in connection with the performance of services for Tours. As an express condition, MMET is not liable for any injury, damage, loss, accident, delay, or irregularities which may be occasioned either by reason of defect in any Supplier services and/or vehicle, through acts of default of any of the same, through acts or default of any Supplier engaged in conveying participant or of any hotel proprietor or servant, or in carrying out the arrangements of Tours, or otherwise in connection therewith.

I shall indemnify, defend with attorneys agreeable to MMET, and hold MMET, Morris Murdock, and its parent company, affiliates, and subsidiaries and each of their respective officers, directors, members, employees, agents, or representatives harmless from any and all third-party claims, liabilities, losses, costs, damages, judgments, or expenses including reasonable attorney(s') fees and court costs, including costs and fees of expert witnesses, resulting or arising from, directly or indirectly, a breach of Tours by me, or the negligent acts or omissions, or willful misconduct of me, including without limitation, any claims for loss of or damage to property, injuries to or death of any person, or any other claims or causes of action (such as sexual harassment, violation of civil rights, workmen's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees, agents, or representatives of me).

2. REGISTRATION

Space is reserved in the order of receipt based on date of deposit paid. - either online or phone.

To submit a request for reservation, please contact a travel advisor via phone or use you may book your reservation using MMET's secure online process located on our website. Our office is available by phone at 1-800-809-9910 to speak with a Tour Specialist, Monday - Friday 8:30 AM to 5:30 PM, Mountain Time.

a. Late Registration. Any registration received within 30 days of departure is considered a “late registration” and a late registration fee of \$50 will apply. Payment in full, including the late registration fee, is required immediately by credit card or check (personal delivery or sent via overnight mail) to *Morris Murdock Escorted Tours* prior to space being confirmed. Please be aware that rush visa fees may apply for certain departures.

Once space is confirmed, cancellation penalties apply as set forth below. If confirmation is not possible, full payment less the late registration fee, will be refunded.

b. Waitlist. If a Tour is full, participants may be placed on a waiting list upon request. If participant chooses to withdraw from the waitlist, they must notify MMET in writing. MMET is unable to keep participants apprised of their waitlist status and will only be contacted if a space becomes available. Participants may call MMET to inquire about their waitlist status.

3. PAYMENTS

a. Deposits. Unless otherwise noted, domestic Tours require a \$250 deposit per participant and international Tours require a \$500 deposit per participant. Deposits, payable by major credit card or check, are required to reserve space on each Tour. Deposits are applied as payment toward Tour’s cost.

** Select low cost Tours and cruises may offer a lower promotional deposit, or due to special events or air pricing, deposits amounts may vary and can be deemed nonrefundable at booking; details are provided by an MMET Tour Specialist.

Air tickets, related to and not included in the tour cost, require full payment at the time of ticketing.

b. Final Payment. Due dates for final payments may vary by tour. Standard policy for full payment on domestic Tours is 60 days prior to departure date. Full payment for international Tours is 90 days prior to departure date. Registrations made after a Tour’s final payment due date require full payment at registration (a late registration fee may apply). If payment is not received by these deadlines, participant space cannot be guaranteed.

Credit card payments should be made online if that was your method of booking. You may also make via phone by calling (800-809-9910); mail check payments to *Morris Murdock Escorted Tours*; 101 South 200 East; Suite 100; Salt Lake City, UT 84111. We can also accept electronic checks and bank ACH payments. Please call the office for details.

c. Surcharges. All prices are based on double occupancy (two participants sharing a room/stateroom) unless otherwise noted. All prices and fares are quoted in US Dollars. Tour cost is based on current airfares, tariffs, currency values, and a minimum number of participants. All efforts possible will be made to maintain Tour cost; however, it is subject to change. Should actual registration fall below minimum required participants, a surcharge may be added (see **Minimum Requirements for Operation** below). Due to fluctuations in foreign currency and/or oil prices, a fuel surcharge may be added to the Tour cost at any time prior to departure (e.g. international flights, cruises, etc.). Further, MMET reserves the right to assess a currency surcharge to Tour costs at any time prior to departure if and when there is realignment with world currencies.

4. SERVICE AND OPERATING FEES.

MMET has a fee schedule for special services as needed for tour operations. Fees are subject to change depending on required involved work. You will be quoted before service of necessary fees.

a. AIRLINE TICKETS

\$35 for DOMESTIC tickets not included on a group contract

\$75 for INTERNATIONAL tickets not included on a group contract

\$100 for BUSINESS CLASS tickets

\$50 Name correction fee AFTER Airline tickets have been issued

b. TOUR FEES

\$50 Late Booking Fee if tour is within 30 days of departure

\$25 Document rerouting fee if we were not notified of new address prior to mailing of travel documents

\$100 Cancellation Fee after final payment **IF YOU RESELL TOUR SPACE**, or, if we can resell your tour space from our waitlist. This is on a case by case basis.

5. ACCOMMODATIONS

MMET chooses properties based on a combination of location, service, atmosphere, and cost. On adventure and out-of-the way Tours, best available properties are used.

a. Single Participants. MMET reserves rooms for single participants; however, the number of single rooms available per Tour is limited. MMET recommends early registration for best availability. A single supplement is applied to all single participant rooms.

b. Single Share Program / Roommate. Participants traveling alone and wanting to share a room may request assistance with acquiring shared accommodations. MMET will make reasonable efforts to find a participant of the same gender and smoking preference. When matched with a roommate, you will be given that person's name and contact information and they yours. You will have a set period of time to introduce yourselves to each other, share your information to evaluate if you will be compatible travel partners. If you agree you will be asked to sign a document confirming your choice. Morris Murdock Travel can NOT be held responsible for issues that may arise during travel should you find you are not compatible. If during the tour you or your roommate decide to leave the room, Morris Murdock will not be held responsible for additional expenses. You agree that you will not hold Morris Murdock responsible for the actions of your agreed roommate in the Single Share Program. Same conditions apply for your own chosen roommate. Please request copy of the Single Share Program for full outline.

6. AIR

Airline seat assignments and flight schedules are subject to change without notice. Airlines used for Tours are not responsible for any act, omission, or event during the time participant is not on board a plane or conveyance. The airline passenger contract, when issued, shall constitute the sold contract between the airline and participant.

a. Group Air Tickets. When group flights are offered, tickets will be issued approximately 45 days prior to departure. MMET can assist with flights from participant's home airport to the Tour's designated domestic or international airport. Electronic tickets will be issued where possible.

b. Independently Purchased Air. Before purchasing airline tickets, check airline cancellation penalties as departure times and flights can change. MMET Tours may be cancelled due to low enrollment and MMET is not liable for any penalties (change or cancellation) related to domestic or international airline tickets purchased independently by participant in conjunction with MMET Tours. Prior to independently purchasing any airline tickets, it is recommended that operation, dates, and times of the Tour is verified with the operations manager.

c. Seat Assignments. Seat assignments are an important part of a Tour experience. Each airline has specific policies regarding pre-assigned seating and MMET is bound by their rules. MMET will advise the airline(s) of seating preferences and will take reasonable actions to secure a seat request. In cases where pre-assigned seats are not available, seats will be assigned at the airport. Flight schedules and equipment changes may result in confirmed seats being changed and/or dropped. These circumstances are out of MMET's control and must be addressed at airport check-in. MMET recommends arriving at the airport early to ensure best seat selection.

d. Frequent Flyers. Frequent flyer numbers can be entered to air reservations booked by MMET. When securing reservations for free or reduced cost frequent flyer tickets, contact the specific airline for assistance.

7. TRANSFERS

Some Tours do not include air transportation. In cases where a Tour is designated as "Land Only," the Tour begins at the arrival city's designated airport and ends at the departure city's designated airport. **Flight schedules must coordinate to arrive and depart in connection with Tour transfers to and from said airports.** When arrival and departure times and locations are not coordinated with the Tour, transfers to and from the airport are participant's responsibility. Specific information is provided in the first pre-trip mailing or contact MMET for assistance.

8. TOUR DEVIATIONS

Pre-arrival and/or post-departure Tour extensions are subject to availability and will incur increased fares, fees, and/or costs (Deviation Cost). Once availability and price are confirmed, participant is responsible for any Deviation Cost. MMET requires full payment for all Deviation Costs and no documents will be issued prior to receipt of full payment of all Deviation Costs.

a. **Air Deviations.** Air reservations only hold for 24 hours from the time of booking and fares are not guaranteed until booked and ticketed. Airline tickets are non-refundable once purchased.

9. DOCUMENTATION

a. **Domestic.** A valid government issued form of identification is required for domestic Tours. Beginning October 1, 2020, a state issued driver's license must be REAL ID-compliant.

b. International

Participants on any international Tour must possess a passport that is valid for six months beyond the Tour return date. Additionally, depending on length of visit or the country being visited, a visa may also be required. Please check visa requirement at time of booking. MMET provides visa information when applicable and can provide information for certain companies that expedite passports and visas. MMET is not responsible or liable if participant fails to obtain a passport or required valid visa and is unable to travel as a result.

c. **European Travel Information and Authorization System (ETIAS) Visa.** Beginning 2021, in addition to a passport, participants traveling into any of the 26 countries in Schengen Zone (<https://www.etiasvisa.com/etias-countries>, and may soon include additional countries) are required to apply, and receive approval, for the ETIAS Visa. To successfully complete an ETIAS registration, all applicants will be required to have a valid passport, internet access, and sufficient financial means to pay for the ETIAS fee. The ETIAS, currently listed at 7€, is not included within Tour cost. The approved ETIAS Visa will be valid for three years and will be a multi-entry permit covering any trips within its validity period.

10. MINIMUM REQUIREMENTS FOR OPERATION

In addition to specific Tour components, Tour cost is based on a minimum number of participants. If Tour participation does not reach the required minimum number, MMET may add a "Small Group Surcharge" in order to operate the Tour, or alternatively the Tour may be cancelled. If the Tour can operate with the Small Group Surcharge, participant will be given the option to either pay said Surcharge or cancel their reservation. If participant chooses to cancel their reservation, a full refund will be issued. If MMET can guarantee the departure with the Surcharge and then the original required minimum number of participant space is booked, MMET will refund the paid Surcharge. MMET will do everything possible to NOT to cancel departures or add surcharges. If MMET finds it necessary to cancel the Tour, participant may choose a full refund of monies paid or to move their deposit to a new available Tour.

11. CANCELLATION AND REFUND POLICY

If participant needs to cancel their reservation, written notice must be given. Cancellation fees are per participant and are based on the date of written notice to MMET.

- Cancellation within seven (7) calendar days of booking, if not within final payment date, receives a full refund of Tour cost, if air has been purchased, refunds will follow the airline policy.
- Cancellations after the initial 7-day grace period will have a 50% penalty of deposit amount paid up until the advised final payment date of the Tour
- Cancellations on or after final payment due date are FULLY NON-REFUNDABLE
- No refund for unused portions of a Tour, including without limitation, missed meals, hotel nights, and sightseeing

Special private Tours or select low cost Tours and cruises may offer a lower promotional deposit and different cancellation penalties; ask your Tour Specialist for details.

There are no exceptions to our cancellation policy. Trip cancellation insurance is available at an additional cost and is strongly recommended.

12. NAME CHANGE POLICY

If someone on your reservation has to cancel and you have a new person that would like to take their place, we have a policy to accommodate.

- a. We allow for a free name change on the LAND tour up until 1 day before final payment date. After final payment, a \$50.00 name change fee will apply per person.
- b. Airline tickets MAY allow for a name change. If so, a separate airline reissue fee will also apply. Cost will vary by airline. Call for details.

13. COST ADJUSTMENTS

All itineraries and costs may be affected by alteration in air, land, or water services of the various countries, or by other causes. MMET reserves the right to withdraw any activity/excursion included in this Tour and to make such itinerary alterations as may be necessary or desirable for the convenience of participants and the proper carrying out of this Tour.

14. INSURANCE

a. Health. Each Participant is encouraged to carry proof of health insurance coverage for domestic travel. Additionally, mandatory health insurance coverage for entry into foreign countries can be required. Participants can be denied entry into countries that request proof of health insurance coverage and are unable to provide documentation.

b. Travel. **MMET strongly recommends the purchase of travel insurance for each participant as many health insurance companies, including Medicare, do not cover emergency medical care for travelers outside of their country of residence and very few health insurance companies will pay for a medical evacuation.** Travel insurance benefits are specific to the type of purchased policy. Please ask your travel advisor for details; certain restrictions apply.

15. MOBILITY, SPECIAL NEEDS, and PHYSICAL and MENTAL CONSIDERATIONS

Tour participants are required to be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the Tour as well as for personal safety. For Tour enjoyment, it is imperative to select one that is suitable to one's physical capabilities as Tours require participants be in good physical and mental health.

Some Tours require participants to be capable of, without assistance, walking a minimum of one mile over uneven terrain and climbing stairs that may not have handrails. Participants should have sufficient stamina to keep pace with an active group of travelers on long days of touring. Escorted Tours are fast-paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, Tour participants should be able to maintain the pace of the Tour. Please contact a Tour Specialist with any questions about required abilities for specific Tours.

Tour participants requiring any form of assistance, including participants with physical disabilities, sight or hearing impairments, or requiring special attention, **are required to notify MMET prior to reservation for review and to obtain agreement for participation.** MMET reserves the right to accept, decline, or to retain any person as a member of any party at any time. MMET will make reasonable attempts to accommodate the special needs of Tour participants, however may not always be able to do so.

MMET is not responsible or liable for any denial of services by carriers, hotels, and other independent suppliers. Most international hotels, motor coaches, and cruise ships have very limited handicapped facilities. MMET does not provide walking sticks, canes, walkers, wheelchairs, wheelchair assistance, or individual assistance to a Tour participant for walking, dining, getting on and off motorcoaches and other vehicles, carrying baggage, or other personal needs. Do not plan on mobility aids being available at Tour sites. Tour managers, guides, drivers, or other Tour, hotel, and ship personnel are not able to assist with walking or maneuvering through the sites as he/she has responsibilities to all Tour participants within the group.

MMET cannot provide individual assistance to participants for walking, dining, other personal needs, and getting on and off motor coaches, ships, and other transportation vehicles. Tour participants who need such assistance must be accompanied by a qualified companion.

a. Domestic. Pursuant to the Americans with Disabilities Act (ADA), MMET seeks to accommodate disabled travelers to the extent possible and consistent with the specific Tour itinerary. MMET Tours within the United States and Canada more widely accept collapsible wheelchairs, however even to this there are exceptions, so it always is best to confirm. Nevertheless, you may find certain itineraries and/or Tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. Motorcoaches are not equipped with wheelchair lifts and space limitations make motorized scooters harder to accommodate. There are certain model collapsible motorized scooters that can be accommodated on many of our Tours; if applicable to you, please inquire for further information.

b. International. The international community does not adhere to the same accessibility standards that cruises, hotels, restaurants, and public buildings do in the United States. Therefore, as a general rule due to physical constraints and space limitations, wheelchairs and motorized scooters are not accepted for international

and exotic destinations. Some establishments may not have ramps, wide entryways, or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers, and motorized scooters and access may be limited. That, combined with Tour itineraries that might require a considerable bit of walking in old historic city sections, in and around attractions, over cobblestone streets, up hills, and climbing staircases, make wheelchairs and motorized scooters impractical to bring.

c. Walking and Standing. For maximum enjoyment of this Tour, be prepared for daily walking, stairs with or without railings, navigating steep steps and inclines, cobblestones, and uneven and/or unpaved surfaces. Historic city centers are usually more accessible by foot than vehicle. Sometimes, it is not possible for motorcoaches to drop participants off at entrances to hotels and sights. Comfortable, sturdy, tried and-tested walking shoes with rubber soles that help grip slippery/uneven surfaces are recommended for daily sightseeing. Consider bringing a collapsible walking stick or trekking pole to help with mobility difficulties. Additionally, some of these sticks come with a folding seat that works well for difficulties in standing for long periods of time. Again, participants needing such assistance are required to always be accompanied by a qualified and physically able companion responsible for providing such assistance and/or services.

d. Dietary Needs / Allergies. Many special dietary needs can be accommodated with advance notice, however cannot be guaranteed. Different destinations make some dietary needs harder to accommodate than others. MMET will do everything reasonably possible in communicating requests to hotels and restaurants. Common dietary requests like 'low sodium' or 'vegetarian' are likely to be accommodated much easier than very special or unique dietary needs. Meals that are full a la carte offer more flexibility for special dietary requests as do some limited a la carte meals. For the occasional 'set menu' or 'buffet meals' on MMET Tours, unique dietary needs may prove a bit more challenging. Tour participants with non-food allergies (medicine, other) need to inform MMET at time of reservation as well.

e. Conduct / Disruption. Participant agrees to conduct themselves in a dignified and orderly manner while participating on this Tour with full regard for the health, safety, and welfare of all Tour related parties, and shall not engage in any activity that is detrimental to the health, safety, and welfare of all Tour related parties. Participant understands and agrees that if they unreasonably interfere with, disturb, disrupt, or distract another participant from enjoying or participating with the Tour, MMET has the right to require participant to leave the Tour with no obligation for reimbursement. Participant understands and agrees that MMET and the owners of any facilities used for this Tour shall not be liable for any loss or expense, including attorney(s') or solicitor(s') fees and costs that participant may sustain through the exercise of such right.

MMET reserves the right to reject participation or remove participant from this Tour in the event that notification was not provided and/or when, in MMET's sole judgment, continued participation would significantly hinder the services to be provided to all Tour participants. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be borne by participant.

16. DATA AND SECURITY PRIVACY

MMET has an established, and will maintain, an information security program containing appropriate administrative, technical and physical measures to protect participant data (including personal information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. MMET shall process participant personal information only for the purposes of carrying out MMET's Tour obligations. If MMET becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of participant's personal information, MMET shall notify participant as soon as possible, yet not later than 72 hours. At participant's written direction or request, MMET shall return or delete personal information of a data subject or third party. MMET shall not sell participant personal information data. MMET shall notify participant as soon as possible, but not later than 72 hours, if it receives a request from a data subject to exercise rights under data protection laws. The parties agree to abide by applicable privacy and data security laws.

MMET may use Supplier to provide certain services and perform functions on MMET's behalf. MMET may provide participant personal data only to the extent necessary for such Supplier to perform the duties for which it has been retained. As such, Supplier will be bound to strict confidentiality and use obligations with respect to any personal data, which are no less protective than those set out in MMET's Privacy Policy. MMET is permitted to provide Supplier with participant information including, without limitation, personal data, access information, and usage data to fulfill all components of the Tour.

17. INABILITY OR IMPOSSIBILITY OF PERFORMANCE, FORCE MAJEURE

In the event MMET is unable to coordinate and arrange any portion of or all of the services and/or facilities as specified in a Tour as a result of any delay of flights and/or transportation services, interruption, strikes, lock-outs, work stoppages, bad weather, fire, flood, epidemic, threats, riots, terrorist activities, insurrections, conditions, acts, and/or orders of civil and/or military authority, emergencies, acts of God, or any other cause or circumstance beyond the reasonable control of MMET, MMET does not assume any responsibility for and cannot be held liable for any loss or additional costs which may be caused thereby. MMET may terminate the Tour after determining that such delay or default will prevent successful performance of the Tour.

If any such circumstances do occur after the beginning of Tour, MMET will use all reasonable efforts to meet participant's immediate travel or accommodation needs and participant agrees to reimburse MMET for any additional costs incurred thereby, upon invoice from MMET. Participant's sole and exclusive remedy is MMET shall return to participant its deposits and payments as recovered by MMET from Suppliers, less service and handling fees.

18. ADDITIONAL INFORMATION

a. Baggage. MMET is not responsible, liable, and does not accept claims for loss of or damage to luggage due to breakage, theft, or wear and tear through airport, hotel, Tour carrier handling. It is recommended for self-protection to have adequate insurance to cover these circumstances. Ask a Tour Specialist about travel insurance that covers these risks.

b. Smoking. For the comfort of all participants, there is no smoking during any group activity including excursions and meals. All smoking must be done a min of 50 yards from group gathering and activity points.

c. Other. Additional terms and conditions may apply to Tours and are provided with pre-trip mailings. By reserving space for a Tour, participant agrees to the Release below and the Terms and Conditions as stated and referenced herein.

19. RELEASE

a. I understand and agree that MMET: a) serves only in a capacity of assisting in making arrangement for services and products to be provided by others in connection with this Tour; and, b) in no way serve as agents or representatives for these other parties, or accept any responsibility or liability for their services or products. Such services and products are subject only to the terms and conditions under which they are provided by such other parties.

b. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my participation in this Tour, including without limitation, property damage and loss, bodily injuries, sickness, disease, and death. I am of sufficient physical and mental health to participate in this Tour and do not have any physical or mental conditions which could affect my ability to participate in this Tour. I have medical insurance coverage appropriate for my participation in this Tour and understand that MMET shall not provide any insurance for me in connection with my participation in this Tour.

c. I hereby affirm I will be voluntarily engaging in any recreational activities that are part of this Tour, or any other activities that I choose to engage in, and I certify that I am fully aware of and expressly assume all risks involved in such recreational activities.

d. I fully and forever RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE MMET (including without limitation, Morris Murdock members, managers, employees, representatives, or agents) from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs, and expenses (including without limitation, attorney(s)' fees, costs, and expenses), from any cause whatsoever (including without limitation, travel delays, property damage and loss, bodily injuries, sickness, disease, and death), directly or indirectly arising in connection with my participation in this Tour, whether or not foreseeable or contributed to by the negligent acts or omission of MMET, their agents, third parties, suppliers, and/or vendors. I further agree to indemnify and hold MMET harmless from all costs and fees caused by changes I make to the portion of the itinerary and the corresponding Tour changes.

e. I agree to conduct myself in a dignified and orderly manner while participating in this Tour, with full regard for the welfare, health, and safety of myself and others, and shall not engage in any activity that is detrimental to the health, safety, and welfare of myself and others. I understand and agree that if I unreasonably interfere with, disturb, disrupt, or distract another individual from enjoying or participating in this Tour, MMET shall have the right

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to require me to leave this Tour with no obligation for reimbursement. I understand and agree that MMET and the owners of any facilities used for this Tour shall not be liable for any loss or expense, including attorney(s') or solicitor(s') fees and costs that I may sustain through the exercise of such right.

f. Photography / Image Use. Participants may be photographed and/or recorded during the Tour for educational and/or promotional purposes. This may include printed documents, media, editorial coverage, advertising press, and/or use on the internet. Participants who do not wish for their image to be used in this manner must notify MMET in writing prior to Tour departure.

g. Participant's List. MMET reserves the right to produce a list of participants and to make the list of participants, including the name and email address available to the other participants before and/or during this Tour. Participants who do not wish for their personal information to be provided to other participants must notify MMET in writing prior to this Tour.

h. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah, without regard to any conflicts or choice of law principles, and shall be as broad and inclusive as permitted by such laws. If any provision of this Agreement is held unenforceable by a court, such unenforceability shall not affect any other provision.

i. In the event any disputes, controversies, or claims arise from or related to this Tour, Agreement, or of any terms or provisions herein, or of the application of the same to a given situation or occurrence, I agree to submit the disputed matter to arbitration pursuant to the Utah Uniform Arbitration Act (UUAA). Prior to instituting arbitration, I agree to meet in good faith and attempt to resolve any dispute arising from, or relating to, this Tour and/or Agreement and any conduct of MMET or their agents or representatives, through non-binding mediation. One individual who is mutually acceptable to all parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting mediation, shall be divided equally between all parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of mediation. Each party shall pay its own attorney(s') fees, costs, and individual expenses associated with conducting and attending mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than one business day, unless all parties mutually agree at the end of the day to continue mediation to another day.

If mediation is unsuccessful, any controversy or claim arising out of, or relating to, this Tour and/or Agreement, or the breach thereof, shall be settled by arbitration pursuant to UUAA. I waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Salt Lake City, Utah. All parties shall be entitled to discovery rights pursuant to UUAA. There shall be one arbitrator, an attorney at law, or former judge, mutually acceptable to all parties, who shall have expertise in programs similar in nature to this Tour. Each party to arbitration shall be responsible for its own costs and expenses of arbitration, including costs and attorney(s') fees. Costs of the arbitrator, and costs of holding and conducting arbitration, shall be split equally between all parties. The decision of the arbitrator shall be final and binding on all parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction.

j. I have read and fully understand this Agreement; b) intend that this Agreement be legally binding upon and enforceable against me and my family, estate, heirs, and legal representatives; and, c) intend that this Agreement benefit MMET.

I confirm that I am at least 18 years old, fully competent, and entering into this Agreement voluntarily of my own judgement, or that I am the parent or legal guardian of a minor participant. I understand that terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free will and with the knowledge that I hereby agree to waive the legal rights as set forth herein.