

LIVELY TOURS AND TALKS TERMS AND CONDITIONS

Terms & Conditions

These terms and conditions contain legal obligations, waivers of liability and express assumptions of risk. You should to read this entire document carefully.

1. Contract

These terms and conditions represent an agreement between the tourist ("You", "Traveler") and Lively Tours and Talks, LLC ("Lively Tours", "we", "us" "our"). By making a booking and in consideration for the opportunity to participate in a tour with us, You agree to these terms and conditions on behalf of You and all individuals included in Your booking. The lead participant assumes the responsibility of sharing these Terms and Conditions with each tour participant, including payment of all amounts when due. It is the responsibility of each participant to read our Terms and Conditions in its entirety. The services to be provided are those in your booking confirmation. No alterations or variations to these terms and conditions are effective unless made in writing by and under the authority of Lively Tours. You agree to be bound by the terms and conditions that are in effect at the time of your tour 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.

[Applicable to Non-National Park Service Tours ONLY]

2. Advance Waiver of Liability And Assumption of Risk

On behalf of You and Your next of kin, heirs and representatives, You release from all liability and promise not to sue Lively Tours, including each of their employees, officers, directors, volunteers and agents (collectively "Released Parties"), from any and all claims, including claims of the Released Parties' negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss suffered because of Your participation in Your tour, including travel to, from and during the tour, and Your and other tourists' use of alcohol during the tour. You acknowledge that You are voluntarily participating in this tour. You acknowledge that You are aware of the risks associated with traveling to and from and participating in this tour, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. You acknowledge that You understand that these injuries or outcomes may arise from Your own or other's actions, inaction, or negligence; conditions related to travel; use of alcohol, or the condition of the tour location(s). Nonetheless, You acknowledge that You assume all related risks, both known or unknown to You, of Your participation in this tour, including travel to, from and during the tour.

Covid 19: You expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this tour will take place. You acknowledge the coronavirus, COVID-

19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). You also understand that if you are older or have underlying conditions, you may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people. you acknowledge that, Lively Tours, its agents, owners, officers, employees, affiliates, and suppliers, and all other persons or entities acting in any capacity on their behalf, has taken steps to mitigate the potential for transmittal of, and exposure to COVID 19 during the tour, but that exposure to such viruses or disease is an inherent risk of participating in the tour, one that cannot be eliminated.

By booking your tour with us, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for myself and any minors traveling with me, that you or they may be exposed to or infected by COVID-19 by participating in the tour and that such exposure or infection may result in personal injury, illness, permanent disability, and death. you understand that the risk of becoming exposed to or infected by COVID-19 while on the tour, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Lively Tours employees, agents, affiliates, suppliers, and other participants in the tour. You understand the description of the risks due to COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death or any other loss. You agree that having considered these risks, you, for yourself and any minors traveling with you, desire to participate in the tour and you freely and voluntarily assume complete personal responsibility for the risk of exposure, illness and death due to COVID-19, for yourself and any minors traveling with you, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

You agree to hold the Released Parties harmless from any and all claims, injury, disability, death, or loss or damage to person, including attorney's fees or damage to Your personal property, that may occur as a result of Your participation in this tour, including travel to, from and during the tour whether caused by negligence or otherwise, Lively Tours, its employees, employees, agents, affiliates, suppliers. Furthermore, without limitation, Lively Tours is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, epidemics, pandemics, acts of government, quarantine. You agree that this release shall be legally binding upon you personally, all members of your family and all minors traveling with you, yours and their heirs, successors, assigns, and legal representatives, it being your intention fully to assume all the risks associated with this tour and to release Lively Tours from any and all liabilities to the maximum extent permitted by law.

You agree to indemnify Lively Tours from any and all claims made against it based on your actions, omissions, and/or breach of its' Terms and Conditions.. If You need medical treatment, You agree to be financially responsible for any costs incurred as a result of such treatment. You acknowledge that You are aware and understand that You should carry You own health insurance. You understand that Lively Tours has no responsibility to provide medical care to

participants, and has made no offer or promise to do so. You authorize Lively Tours to obtain medical care on your behalf and/or to transport you to a medical facility, if necessary, and you hereby release Lively Tours from any and all liability arising from its obtaining medical care on your behalf or transporting you to a medical facility.

You acknowledge that You understand the legal consequences of this document, including: (a) releasing the Released Parties from all liability; (b) promising not to sue the Released Parties; (c) and assuming all risks of participating in this tour, including travel to, from and during the tour.

This Waiver of Liability and Express Assumption of Risk is written to be as broad and inclusive as legally permitted by the State of Colorado.

3. Indemnification

You agree to defend and indemnify Lively Tours, our affiliates, and distributors, and any of their officers, directors, employees, and agents ("Indemnified Parties"), from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, and other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees and costs brought by third parties arising out of or resulting from:

- *Your wrongful or negligent acts or omissions;*
- *Wrongful or negligent acts or omissions of other people for which You are responsible;*
- *Your breach of this agreement or documents referenced in this agreement;*
- *Your violation of any law or the rights of a third party; and/or*
- *Your use of Lively Tours.*

4. No liability for Acts or Omissions of Third Parties

Lively Tours may coordinate with various service providers and companies to create walking tours. Examples include transportation companies, tour guides, restaurants, admission ticket vendors and other service providers and vendors. The persons or companies engaged in conducting those services are not employees or agents of Lively Tours. All such persons and entities are independent contractors. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each service provider, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that Lively Tours assumes no liability for any loss, accident, property damage, delay, inconvenience, expense or injury to You or any persons traveling with You owing to any act of default or negligence caused by any person or company engaged in providing those services. You agree that if a service provider causes damage or loss to you, that such service provider is solely responsible for compensation and you waive all rights, causes or action and claims for indemnity against Lively Tours. You agree to hold harmless Lively Tours from liability caused by any act or omission of yourself or any employee, member, guest, invitee, or of any third party of yourself, or arising from the use of any facility, equipment, transportation or other instrumentation used or provided to you.]

[Applicable ONLY to National Park Service Tours

2. Although Lively Tours and Talks has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Lively Tours and Talks has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Lively Tours and Talks does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of these risks.

Trips and Falls on uneven ground
Mountain Weather
High Altitude
Wildlife
Streams, Lakes and Waterfalls
Falling Trees
Lightning strikes
Exposure to high levels of UV sunrays
Dehydration
Insect, or other animal bites

3. I am aware that Lively Tours and Talks entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in site of and with full knowledge of the inherent risks.

4. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Lively Tours and Talks has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.]

5. Pricing

Pricing for Guided Walking Tours and Driving Tours:

Prices. The price of a private tour is \$130.00 per person per four (4) hour tour. These are the current rates and can change without notice. Once a traveler has booked a Lively Tour, the traveler will not be required to pay any difference in the event of a price increase. Lively Tours will not refund the balance of any price reduction.

Per person. All prices listed are on a per traveler basis unless otherwise stated.

Inclusions. Prices include only the items indicated on the tour description.

Exclusions. Prices do not include:

- **Tips and gratuities.** If you are happy with the services provided by your guide, a tip — though not compulsory — is appropriate. While it may not be customary to you, it is of great significance to the people who will take care of you during your travels, inspires excellent service, and is an entrenched feature of the tourism industry across the United States. Please consider this when budgeting for your extra expenses on your tour.
- **Items of a personal nature.** These items include, but are not limited to snacks, meals, and drinks not specifically indicated in the inclusions section of the tour description.

6. Payment

Credit cards. Lively Tours accepts the following credit cards for payment: Visa; Mastercard; and American Express. While we do accept major credit cards, you must provide a click and/or signed authorization for every payment. Your authorization is a binding agreement for us 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 you attempt to chargeback, reverse, or recollect a booking payment already made without the authorization of Lively Tours, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees. Travel Agents assume financial responsibility for any chargebacks initiated by their clients.

Payment due. Full payment is required at the time of booking.

7. Cancellations/no-shows and amendments to bookings

Cancellation fees. Cancellation fees may apply to any cancellations by the traveler of a service provided by Lively Tours. Unless otherwise specified, the cancellation policy is as follows:

- Cancellations made more than 2 days prior to travel receive a full refund;
- Cancellations made 48 hours or less prior to travel require the traveler to pay for the tour in full, and no refund will be issued.

Unused portions of tours. No refund is provided for any unused portion of a tour, including the entire tour in the event a traveler does not commence at the designated start point of the tour.

Cancellations by Lively Tours. We may cancel a tour at any time prior to departure. If we cancel your tour for any reason other than a "force majeure" event, you can transfer amounts paid to an alternate departure date or, alternatively, receive a full refund. In the event Your booking is cancelled, we are not responsible for any expenses you may have incurred as a result of your booking, including but not limited to visas, vaccinations, travel insurance, transportation costs, lodging costs, fees, and taxes.

Force Majeure. Lively Tours may be forced to cancel a tour where circumstances amounting to 'force majeure: rise'. In this situation Lively Tours will not make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result and our cancellation terms above will apply. "Force majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemics/pandemics or the threat thereof, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control.

Amendments to itineraries by Lively Tours. While we endeavor to operate all tours as described, we reserve the right to change the tour itinerary. The itinerary provided for each tour is representative of the activities planned; however, the route, amenities, stops, and modes of transport may be subject to change without prior notice due to local circumstances or events. If we make a major change before departure, we will inform you as soon as reasonably possible. We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. Such changes will not be considered as material and no refund will be available.

8. Confirmation

Confirmation. Upon receipt of full payment, you will receive a confirmation via email for the booked tour.

9. Your Tour

Timeliness. Travelers must adhere to the start time set out in the product information on their voucher. In the event a traveler is not at the designated starting point within 15 minutes of the start time provided, Lively Tours will consider the traveler to be a "no show" and the tour will start without them and no refund will be provided. It is recommended that you arrive at least 10 minutes prior to the start of the tour.

Your responsibility. The traveler making the booking is responsible for their own and their

party's actions. If Lively Tours deems you or your party's actions to cause danger to other travelers or our staff, to intervene with other clients' enjoyment of the tour, or to be offensive to the local communities and cultures, Lively Tours reserves the right to remove you from the tour effectively immediately. No refund will be supplied. You must at all times comply with the laws and customs of all places visited.

Rain or Shine. All scheduled tours will operate rain or shine unless the main attraction of a tour is canceled by the service provider, in which case you will be notified as soon as possible and issued a full refund, transfer, or credit.

10. Age and health requirements

Age requirements. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveler under the age of 18. Please see the tour description to check whether a tour is child friendly.

Health requirements. Some of our tours can be physically demanding and travelers must ensure that they are suitably fit to allow participation. Most tours involve walking, step-climbing or other physical activities on uneven surfaces consisting of dirt and loose gravel during the course of the tour, and travelers should be in good mental and physical health to fully participate. Travelers are responsible for making a determination of the appropriateness of a tour in consideration of their personal limitations prior to making a reservation. We are able to provide details on mandatory health requirements; however, we are not medical experts. All our tours specify a physical rating, which is to be used as a guideline for gauging whether a tour is appropriate for your fitness level. For the safety of our guests, we reserve the right to request health information prior to the tour and to exclude any traveler we deem unfit for the tour at our sole discretion.

11. Persons with Disabilities

Lively Tours is happy to make reasonable accommodations to our disabled guests with adequate advance notice. We are unable to provide personalized assistance; therefore, persons with special needs should be accompanied by an individual who will take full responsibility for any personalized assistance needs during the tour and in the event of an emergency.

12. Travel insurance

Lively Tours can not be held responsible for any liability, expenses, or losses you incur as a result of being inadequately insured. We strongly recommend that at the time of booking a comprehensive travel insurance policy is purchased.

Such plan at a minimum should cover tour Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable tour deposits and payments that result from cancellation or tour interruption (due to a covered reason such as injury or illness before or

during the tour). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

We are not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. We cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Declining travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which tour protection plan coverage would otherwise have been available.

13. Complaints

Should you have a complaint about your tour experience, we urge you to promptly notify Lively Tours or your tour guide so the matter can be resolved if possible. If satisfaction is not reached through this notice procedure during your tour, you must submit further complaint in writing to Lively Tours within 30 days of travel. **Complaints received outside this timeframe will not be considered and shall be considered waived and barred.**

14. Photos and marketing

You consent to us using images of you taken during the tour for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

15. Terms of use

By using our website, the traveler agrees to be bound by the conditions outlined in these terms and conditions. When engaging with Lively Tours, the traveler agrees to do so for personal purposes and not for their own personal commercial gain and will not enter into or provide fraudulent requests or information to Lively Tours.

By engaging with Lively Tours, the traveler agrees to do so for lawful purposes only.

16. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of your tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers, or other suppliers to enable us to operate your tour.

17. Disclaimers

Lively Tours maintains information that is accurate to the best of our knowledge; however, does not warrant that content and information provided on our website, or via any of our affiliate sites or via distributors will be without error and that functionality of the websites uninterrupted or without error. We reserve the right to correct any errors, including errors in pricing.

18. Interpretation

This agreement is governed by the laws of the State of Colorado and that any disputes arising out of this agreement will heard in a court of competent jurisdiction in the State of Colorado and be determined under Colorado law without regard to conflict of law principles. You agree that you will only bring claims against Lively Tours in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. Lively Tours shall not in any case be liable for other than compensatory damages, and your payment on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages. You understand and agree that no claims will be considered and that you will not bring suit against Lively Tours unless you have first provided a written notice of claim to Lively Tours within 30 days after the tour or cancellation of the tour.

19. Severability

In the event that any term or condition contained here is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

20. Updating of terms and conditions

Lively Tours reserves the right to update and/or alter these terms and conditions at any time. The latest terms and conditions can always be found on our website, and will supersede any previous versions.

