



Curated Culinary Tours

Tour Registration Form

(One form per participant)

Tour: _____ Dates: _____

Traveler Name: _____

Home Address: _____

Email Address: _____ Phone: _____

Booking Terms and Conditions

Please read this agreement thoroughly and carefully before booking a trip, as it contains important terms and conditions including, but not limited to, our cancellation and refund policies, limitation of our liability, our right to cancel a trip and other important disclaimers. Curata Travel, LLC reserves the right to update and/or alter these terms and conditions at any time.

Agreement

The terms and conditions outlined in this agreement constitute the entire understanding and agreement between you, the trip "Participant" and Curata Travel, LLC ("Curata") and its affiliates or entities with respect to any and all bookings, tours, or transactions made with Curata Travel.

Deposits/Payments

- Your deposit/payment will be applied to your selected tour (price may vary depending on tour).
- Credit card payments will incur a 3.6% processing fee. You authorize Curata to charge your credit card for payments as you submit them. Checks should be made payable to "Curata Travel."
- We reserve the right to decline any bookings for any reason permitted by law, including those described in other sections of this agreement.
- Final payment will be due by and no later than 60 days prior to your tour departure date.
- No reservation may be considered confirmed until written confirmation has been given by Curata Travel after receipt of deposit.

Cancellation

- All cancellations must be submitted in writing to info@curatatravel.com.
- Your tour deposit is 100% refundable for 30 days from the date it is received by us, unless noted otherwise. Once your deposit refund date has passed, your deposit will not be refunded under any circumstances.
- Any payments made in excess of your deposit (either made at the same time as your deposit, or any early payments prior to their due date) will be refundable for 30 days from the date it is received until and unless:
- All payments become non-refundable 60 days before trip departure.
- There is no refund for no-shows and/or any unused portion of a tour including if you leave a trip for any reason.

Cancellation by Curata Travel

Curata Travel reserves the right to refuse, block or cancel a booking at any time, for any reason, at our sole discretion. Should this occur, you agree that a full refund of trip payments made to us will constitute full settlement of any claims you may have against Curata Travel or our suppliers or partners.

Curata Travel reserves the right to cancel, alter, or modify a trip prior to departure for any reason, including insufficient Participant reservations. If we cancel a tour you have reserved, the entire amount you have paid to Curata for the applicable tour will be refunded to you. Or, you may choose to transfer within two weeks to another tour with seats available. Once this occurs, Curata and its representatives have no obligation to tour members on cancelled trips including any additional costs or fees related to issuance and/or cancellation of airline tickets or other travel reservations not made by Curata.

In the rare event that Curata Travel is forced to reschedule a trip for any unforeseen circumstance beyond the reasonable control of Curata Travel, such as, but not limited to, acts of nature, war, labor strikes, earthquake, flooding, pandemics, quarantines, international travel restrictions, national emergency, etc., Curata will reschedule your trip departure, and your booking will automatically transfer to the rescheduled date. If you are unable to travel on the rescheduled date, you may keep 100% of your booking value as a credit for any future trip with Curata.

Pricing, Inclusions & Exclusions

Tour pricing is listed in U.S. dollars and includes the services specified in that tour's specific itinerary (or any substitutions made by Curata), including meals, accommodations, ground transportation and guided activities as stated. Local taxes and gratuities are also included.

Pricing does not include any item not specifically stated above or in the itinerary, including but not limited to, air and other transportation to and from the trip's pickup/start and dropoff/termination points; any expenses during leisure time (hotel room mini-bar, laundry service, non-group drinks/bar tabs); travel insurance/trip protection (i.e. medical insurance, emergency evacuation and similar services); medical-related needs (any required tests or vaccinations); lodging not arranged as a part of the tour; airport arrival/departure fees or country taxes; personal expenses; private transportation; and all items of a personal nature.

Trip prices are subject to change without notice. Curata Travel and its suppliers reserve the right to substitute hotels, restaurants, routes or other services listed in the itinerary with comparable services if necessary.

Insurance

Your trip pricing does not include travel insurance. **We strongly recommend** obtaining comprehensive travel insurance to protect against loss of deposit or payments due to trip interruption or cancellations, medical issues, property damage, personal injury, etc. You agree to assume all costs of medical care, evacuation, transportation and related costs. We recommend working with [InsureMyTrip](#) as a great option to compare plans and find the right coverage for you.

_____ I acknowledge the recommendation for trip insurance

Tour Directors

You can expect your tour to be staffed professionally by Curata Travel and its affiliates. There is no guarantee of any specifically requested or expected tour director for any given tour.

Traveler Code

- I have chosen a trip that suits my abilities, level of fitness, and state of health.
- I do not have any physical condition or disability relevant to this tour that could be a hazard to me, our guides or other travelers.
- I will have a valid passport (passports should be valid for at least 6 months after your date of return) and all visas, permits, certifications, and vaccination required prior to travel.
- I will make sure to communicate any special requests upon booking. This includes dietary restrictions and medical requirements. I also understand that Curata Travel will make a reasonable effort to accommodate special requests but cannot guarantee that they will be possible.
- I will respect the laws and customs of the countries visited.
- I will respect the rights and privacy of other trip members.
- I understand that Curata Travel reserves the right to refuse service during a tour to anyone whose health or behavior could impede the welfare or enjoyment of fellow guests. An individual may be asked to leave the trip if the trip guide/host/leader feels that the person's continuing participation may prove detrimental to the individual or the group.

Traveler Expectations

On our tours, you assume certain responsibilities and obligations to Curata Travel and your fellow tour members, including, but not limited to the following:

- Carry or roll your own luggage from the bus to the hotel, occasionally over uneven pavement. Potentially carry your own luggage up several flights of stairs to reach your room, if an elevator is not available.
- Be comfortable and sure on your feet for walking tours on all terrains, climbing stairs, getting on & off a bus.
- Sleep in hotels with possible slower Wi-Fi connections or Wi-Fi only in common areas, street or town noise, or no televisions. These are European-style hotels and may provide fewer American-style amenities.
- Be comfortable navigating towns and cities on your own, with some recommendations provided by your Curata team.
- Our hosts/guides cannot provide assistance for any of these activities. Tour members requiring help must be accompanied by an able companion who can be entirely responsible for providing the assistance. See the section below for more information.

Passengers Needing Special Assistance:

Curata Travel will make reasonable efforts to accommodate the special needs of tour participants. Such participants should be aware, however, that the Americans with Disabilities Act does not apply outside of the United States and facilities outside the U.S. for disabled individuals are sharply limited. While our trips are fairly relaxed in nature, participants should expect and be prepared for some walking (occasional hills or cobblestones/uneven surfaces) or standing during excursions, steps (in hotels, within towns, onto a bus, into a boat, etc.) and other such obstacles.

It is required that persons requiring assistance be accompanied by a companion who is capable of and responsible for providing the assistance. Please report any special need at the time of reservation.

Images Release

You agree that Curata Travel may use, re-use and reproduce any images, photos or videos that you send to us or are taken by our guides, staff, contractors 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 the purposes of promoting and publicizing our travel 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 notify us in writing before the start of the tour.

Your Liability

You agree to defend and indemnify Curata Travel and all of its respective owners, members, officers, directors, employees, and agents from and against any claims, causes of action, demands, suits, proceedings, investigations, losses, damages, penalties, fees, expenses, costs and any other liabilities of any kind or nature including but not limited to reasonable legal and accounting costs, arising out of or related to:

- Your breach of this Agreement or any documents referenced herein;
- Your violation of any law, rule, guideline or regulation;
- Your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
- Your use of the Curata Travel website;
- Your negligence or willful misconduct.

Suppliers/Partners

Curata Travel acts only as an intermediary for the various independent suppliers ("Suppliers") that provide lodging, meals, transportation, activities and other goods and services connected with your trip. You acknowledge that you are aware and clearly understand that these suppliers are independent contractors and are not managed by Curata Travel, nor are they agents or employees of Curata Travel. Curata is not responsible for any damages or claims made in connection with these Suppliers. A supplier's services are subject to their own terms and conditions and the local laws and regulations of their respective country.

Responsibility

The responsibility of Curata Travel is strictly limited. Curata is not responsible for any injury, loss, or damage to person or property, death, delay, inconvenience, or any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including, but not limited to, (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes in [area of trip], (4) disease or virus in [area of trip] (examples include, but are not limited to, SARS, Legionnaires, Covid19), (5) government regulation or advisory (including travel advisory warnings), (6) civil unrest or disturbance in [area of trip], (7) terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the tour, (9) disaster, fire, earthquake, hurricane in [area of trip], (10) unseasonable extreme inclement weather in [area of trip], (11) shortages or disruptions of the electrical power supply or other essential utilities causing blackouts or rolling blackouts in [area of trip], or (12) any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event"). Within five (5) days of the occurrence of a Force Majeure Event, Curata shall notify the traveler of the occurrence by sending an e-mail message to the email address provided on the Tour Registration Form. In addition, Curata shall provide to the traveler within seven (7) days of determining the cause of a Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event. The time for performance required of Curata shall be extended by the period of any delay provided Curata is exercising diligent efforts to overcome the cause of such delay.

Complaint Procedure

If you have a complaint during your trip, you must promptly notify Curata Travel or your trip host of the problem so that we can attempt to evaluate and resolve the situation and allow you to enjoy the remainder of your trip. While we strive to provide you with a comfortable and enjoyable tour, your notice to Curata Travel or its suppliers of a complaint does not mean that we accept liability or responsibility. At the same time, failure to raise a concern or complaint while you are on the trip will extinguish or reduce any ability to claim recourse from Curata Travel or its suppliers. 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 and forfeit any potential remedy.

LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION

All travelers are required to accept Curata Travel's Liability waiver, which is a legally binding agreement. Please read carefully as by agreeing to the Terms and Conditions at the time of booking, you accept and acknowledge Curata Travel's Liability Waiver below.

Acknowledgement and Assumption of Risk

I am voluntarily participating in the Tour, which will involve a variety of activities depending on my selected itinerary and the activities in which I elect to participate. I understand that this list is not exhaustive of all Activities that may be made available to me and that I may decide to participate in. I expressly agree to be responsible for my own welfare and fully assume the risks, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law. If signed on behalf of a Minor, I have discussed the travel risks with the Minor, and he or she wishes to participate in the Tour nevertheless.

Medical Certification

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Tour, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in the Tour, or else I am willing to assume the risk of and bear the costs that may result, directly or indirectly, from any such condition.

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT TO NOT SUE

To the fullest extent permitted by law, I, an adult traveler, or parent or legal guardian of the Minor, for myself, the Minor, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, "Releasors"), expressly RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE Curata Travel, its owners, officers, employees, directors, representatives, volunteers, guides, local operators and suppliers, successors and assigns, (individually and collectively, "Released Parties") from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which I or the Minor now have or may later have against the Released Parties arising out of, or in connection with the Tour arranged through or provided by Curata Travel, LLC whether arising from the Released Parties' negligence or otherwise.

In addition, I agree to fully indemnify (that protects and defend, and satisfy claims against) and hold harmless each Released Party from any and all claims, actions, suits and demands (including all reasonable attorney's fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to my or the Minor's negligent or intentional actions or inactions, whether arising from the Released Parties' negligence or otherwise, occurring during the trip.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me or on whose behalf I am signing this agreement, including the Minor (collectively encompassed by the term "their" in this paragraph), my and their heirs, as well as my and their next of kin, successors, assigns and legal and personal representatives. It is my intention to fully assume all risks associated with the Tour and to release the Released Parties from any and all liability to the maximum extent permitted by law.

Your signature below constitutes your acknowledgement that you have read, and agree to, the terms and conditions or use presented herein, including the waiver of liability and direct us to perform services on your behalf. One form required per participant.

Traveler Signature

Date