

TERMS AND CONDITIONS

BIG EASY GHOST TOURS. LLC

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Big Easy Ghost Tours. LLC. These terms and conditions apply to bookings you make with us (online, over phone or by email) as well as online bookings you make on our website. These terms and conditions in addition to our privacy policy and any other written information provided to you before your booking constitute our contract with you. By making a booking you are representing that you are over 18 years of age.

We will rely on the authority of the person making the booking to act on behalf of any other traveler on the booking and that person will bind all such travelers to these terms and conditions. If you do not agree to the Terms and Conditions, you should speak with us before making any booking.

BOOKING CONDITIONS

Big Easy Ghost Tours. LLC is a Tour Booking Agent. We work with partners, who we refer to as the “Operator” or Supplier to offer the best experience, customer service, and fair pricing for the services we offer. We endeavor to ensure that all our clients have complete satisfaction no matter what their requirements are. It should, however, be understood that we are acting on behalf of the supplier of the travel product specified and that all bookings are accepted on the following conditions:

LIABILITY

All referrals by us are subject to the terms and conditions of the operator concerned and we have no direct contractual liability to you in connection with the travel product specified except as may be imposed by law. As a referral service we accept no responsibility for the acts or omissions of the Travel supplier or Operator. The Operator’s terms & conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

ASSUMPTION OF RISK

Guests acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are the reasons for your voluntary participation. Therefore, you acknowledge that you are aware of the inherent hazards and risks associated with participating in a Big Easy Ghost Tour, including those associated with travel, and adventure tours.

Inherent hazards and risks include, but are not limited to, risk of injury or death from: boat collisions with other boats, animals and/or other debris in the river, unpredictable hazards and conditions; consumption of alcoholic beverages, or non-potable water; possible equipment

failure and/or malfunction of equipment; exposure to the elements, including heat, cold, sun, water, rain and wind; my own negligence and/or the negligence of others, including tour guides, other guests, tour operators, Big Easy Ghost Tours. its employees, agents and/or representatives; misjudgment of water conditions, rapids, weather, attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, which may diminish your reaction time and increase the risk of accident; negligence with regards to life jackets and other safety gear, known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of the Tour Operator who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I agree to be responsible for my own wellbeing and negligence. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

RELEASE

Big Easy Ghost Tours. LLC ("released party") shall not be responsible or liable for cancellations, acts of Local Tour Guides, Tour Operators, Suppliers or other service providers, variation, postponement, omission or default by transportation companies, or any other persons providing services or accommodations to you including any results thereof, such as changes in services. Nor shall they be liable for loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person that is not its employee, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. The released party shall not be liable for indirect, special or consequential damages. You hereby expressly release Big Easy Ghost Tours. LLC from any and all liability, controversies, claims, suits, injuries, loss, harm or damages arising from or related to disputes, dealings, or interactions between you and any other users, Local Tour Guides, Tour Operators, Suppliers, other Travelers or other third parties.

ADDITIONAL RISKS

Big Easy Ghost Tours. LLC, and its employees, members, agents, and representatives are a referral service only and DO NOT arrange Tours. transportation, sightseeing, or any other services related to your tour. Big Easy Ghost Tours. LLC is a referral service and is not an employee, agent, or representative of any Local Tour Guides, Tour Operators, or their suppliers. Big Easy Ghost Tours. LLC does not own, manage, operate, supervise, or control any transportation, vehicle, or any other entity that supplies services related to your tour. Big Easy Ghost Tours. LLC is not affiliated with any Local Tour Guide or Tour Operator. All Local Tour Guides, Tour Operators, and suppliers are independent contractors, and are not agents or

employees or representatives of Big Easy Ghost Tours. LLC. No joint venture exists between Big Easy Ghost Tours. LLC and any Tour Operator or Supplier. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Big Easy Ghost Tours. LLC nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Big Easy Ghost Tours. LLC. Big Easy Ghost Tours. LLC assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and Big Easy Ghost Tours. LLC shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Big Easy Ghost Tours. LLC accepts no responsibility for lost or stolen items.

PAYMENT

Payment is due upon booking your tour. All Booking Requests must be submitted with a major credit card unless otherwise expressly stated and are subject to additional fees. You authorize us to charge all fees incurred by you in relation to the services provided to the credit card or debit card designated by you. The charges include the price of the booking, plus any additional taxes and services fees. Additional fees will apply for any reservations made with multiple payment methods. For your security, all payments are made through secure servers. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, participants must provide to us a signed charge authorization agreement or click authorization for every transaction. 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 a Participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Big Easy Ghost Tours. LLC, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

For tour groups of six (6) or more, you must make payment according to the instructions we give to you. You will be required to pay a 50% deposit when booking. All deposits are subject to the cancellation policy as described below. Final payment is required no later than 7 days prior to departure unless otherwise stated. Which payment includes the price of the booking, plus any additional taxes and services fees. For your security, online payments are made through secure servers. You authorize us to charge all fees incurred by you in relation to the services provided to the credit card or debit card designated by you. If payment is not received from the card

issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

Your booking is confirmed and a contract between you and the operator will exist when we send you confirmation. Please check your confirmation carefully and report any incorrect or incomplete information to the us immediately. As we act only as a referral service, we have no responsibility for any errors in any documentation except where an error is made by us. Payment and confirmation of reservation do not guarantee your position in a boat and parties that pay separately may not be seated together. Seat assignment is at the sole discretion of the tour operator.

Where an offer of availability is made by the operator, your booking is not confirmed until you receive a booking confirmation. We therefore advise you to accept the offer as soon as possible after receipt in order to make a firm booking.

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, and taxes. Please contact us for up-to-date prices.

Big Easy Ghost Tours. LLC cannot be held responsible for errors and/or omissions in bookings or pricing, either made by the operator, or as a result of a system failure of any kind. We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. It is your responsibility to check the price of your chosen tour at the time of booking. We reserve the right to charge you at a future date if we have made a clerical error by charging the wrong amount agreed to, or if the charge did not go thru at the time of booking for any reason.

CANCELLATION AND AMENDMENTS TO YOUR BOOKING

In the event that you do not pay for the travel product specified within the time limits specified above we reserve the right on our own behalf and on behalf of the operator to cancel your booking of the travel product on your behalf, or not to confirm the final booking with the operator, in either case without further notification to you. If this occurs then the initial deposit will not be refundable and the balance of any further money paid by you for the travel product will be dealt with in accordance with the operator's terms and conditions and any applicable law.

6.1 Cancellations and Amendments for Individual Bookings

If you wish to amend or cancel a confirmed booking, you must contact us by telephone. Amendments and cancellations will be accepted for bookings as long as we are notified of the change or cancellation at least two days in advance of said booking. In the case of cancellation,

a refund will be provided subject to the following and at the discretion of Big Easy Ghost Tours. As described above, Big Easy Ghost Tours. LLC is a booking agent and your contract for services is with the operator. All operators have their own cancellation policies, which apply to your booking. Any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Guests seeking to change or cancel their tour within 48 hours of a booking may be subject to fees, and/or cancellation charges up to 100% of the booking at our discretion. In the event of a change or cancellation to an existing booking within 48 hours, any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payment and additional charges paid at the time of booking are non-refundable. Re-booking fees of \$20 per ticket will apply to reinstate any cancelled reservation.

6.2 Cancellations and Amendments for Group Bookings.

Any group of 6 or more is considered a Group Booking and is subject to the following cancellation terms. In the event that you do not pay for the travel product specified within the time limits specified above we reserve the right on our own behalf and on behalf of the operator to cancel your booking of the travel product on your behalf, or not to confirm the final booking with the operator, in either case without further notification to you. If this occurs then the initial deposit will not be refundable and the balance of any further money paid by you for the travel product will be dealt with in accordance with the operator's terms and conditions and any applicable law.

If you wish to amend or cancel a confirmed booking, you must contact us by telephone. Amendments and cancellations will be accepted for bookings as long as we are notified of the change or cancellation at least 7 days in advance of said booking. In the case of cancellation, a refund will be provided subject to the following and at the discretion of Big Easy Ghost Tours. As described above, Big Easy Ghost Tours. LLC is a booking agent and your contract for services is with the operator. All operators have their own cancellation policies, which apply to your booking. Any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for

any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Groups seeking to change or cancel their tour within 6 days of a booking may be subject to fees, and/or cancellation charges up to 100% of the booking at our discretion. In the event of a change or cancellation to an existing booking within 48 hours, any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payment and additional charges paid at the time of booking are non-refundable.

6.3 SAME DAY TOURS

Big Easy Ghost Tours is happy to make bookings for same day tours. However, should you need to cancel a same day tour your booking may be subject to fees, and/or cancellation charges up to 100% of the booking at our discretion. In the event of a change or cancellation to a same day tour any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payment and additional charges paid at the time of booking are non-refundable.

CHANGES AND CANCELLATIONS BY THE OPERATOR

Big Easy Ghost Tours or the Operator will inform you as soon as reasonably possible if the operator needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the operator in relation to any alternative arrangements offered by the operator but we will have no further liability to you. If your tour is Cancelled by the Operator, except in the case of Force Majeure described below, our usual cancellation policies apply and any refund will be at our sole discretion.

REMINDERS

The receipt/invoice is your final account and no further reminder regarding payment will be sent. We may send courtesy notifications at our discretion.

9.1 LATE ARRIVALS / DELAYS

It is your responsibility to arrive at all departure points at the final times specified in the tickets and/or itineraries supplied. Should the departure point change you will be contacted directly by the tour operator. You are solely responsible to abide by any changes to the departure point. We do not accept responsibility for the consequences of your late or non-arrival as specified above.

9.2 HEALTH

You must ensure that you are aware of any health requirements and recommended precautions relevant to your tour.

Guests must advise Operator, at time of booking, of any physical, medical or other special needs that require accommodating. In purchasing your tour, you attest that you are physically fit for it. If you have concerns please request additional details about your journey.

Tours are operated by independent third-party suppliers, not Big Easy Ghost Tours. LLC. Your contract will be with the operator of the tour, and you will be subject to their terms and conditions. We are not responsible for providing of the tour, or anything that happens during the tour. Tours involve outdoor activities and/or can be physically demanding. You must make your own decisions about Tours and participate only in activities that suit your physical ability: we suggest that you speak with your medical provider if you have questions about your abilities. We recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake. We recommend that you purchase travel insurance.

Guests should be aware that health restrictions apply for any booking on an airboat. Pregnant women, children under the age of 5, and any individuals under 48 inches tall and anyone with a history or neck or back injuries are strictly prohibited from tours on airboats. Big Easy Ghost Tours will not be liable for any guest who is injured who chooses to ignore these restrictions or who negligently and/or fraudulently misrepresents their conditions in order to gain access to an airboat tour.

For the safety of our customers, Big Easy Ghost Tours. LLC reserves the right to request health information upon booking and to exclude any participants it deems unfit for participation at its sole discretion.

9.3 COMPLAINTS

Thankfully these are rare; however, in the very unlikely event of anything not running to plan while on vacation, or you are dissatisfied with any aspect of it, you must report the fact locally to your tour operators' local representatives or suppliers. Big Easy Ghost Tours. LLC is not responsible for any complaints about your tour.

9.VIDEO/PHOTOGRAPHIC LIKENESS

Any photographic, film, video likeness or audio recordings of participants while on tour may be edited and used by Big Easy Ghost Tours in future marketing campaigns and on the Big Easy Ghost Tours website without any notification or compensation to the participant.

APPLICATIONS FOR PRODUCTS AND SERVICES

Prices, and details, of services (and any offers) posted online are subject to change without notice. Offers of any kind may also be subject to certain terms and conditions. All products, services and offers are subject to availability and we give no guarantee with regard to this point. The provision for details of products and services or offers on this web site are not, and should not be construed as an offer to sell or buy such products or services by the relevant company. The company advertising the products and services concerned may accept or reject your offer at its sole discretion.

We will be able to provide you with a final price for your chosen dates & itinerary when you call or before you confirm your reservation.

We reserve the right to change these terms and conditions at any time by posting changes on this website. It is your responsibility to review the website terms and conditions regularly to ensure you are aware of the same. Your use of this website after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions. We recommend that you print off and retain for your records a copy of these terms and conditions from time to time and a copy of any terms and conditions relating to any product or service which you apply for online, together with any related application and/or proposal form duly completed and submitted to us or our partners (and received by us or our partners). Any amendment by you to any terms and conditions must be agreed in writing by us.

DISCLAIMERS

While we have taken care in the preparation of the contents of this web site, the web site and information, names, images, pictures, logos and icons regarding or relating to us or any part of our Group and/or associated and/or sister companies, or the products and services of the same (or to third party products and services or those of our carefully selected partners), are provided on an "as existing" basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted by law, all such terms and warranties are hereby

excluded. In no event will we be liable (whether in contract or tort, including negligence or breach of statutory duty or otherwise) for any losses sustained and arising out of or in connection with use of this web site including, without limitation, indirect or consequential losses, loss of profit, loss of data or special loss.

We do not make claim that the information contained in this web site is accurate, comprehensive, verified or complete, and shall accept no liability for the accuracy or completeness of the information contained in the web site or for any reliance placed by any person or party (including but not limited to any third party) on the information contained herein. Furthermore, and for the avoidance of doubt, should a manual input "pricing" or "description" error occur, we reserve the right to inform you, cancel your booking for "nil" cost and give you the option to re-book at the higher price or lower price (as dictated at the time).

We do not warrant that the functions or materials accessible from or contained in this web site will be uninterrupted or error free, that defects will be corrected or that this web site or the server that makes it available are virus or bug free or represent the full functionality, accuracy or reliability of the materials.

FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions we will not be liable to pay you compensation, or make any refund, if our contractual obligation to you are affected by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or civil disturbance, government restrictions, changes of schedules or operational decisions of operators, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of Third Parties or other parties not under the control of Big Easy Ghost Tours. LLC and or a similar occurrence or condition beyond our reasonable control. We shall be excused from performance, including any refund, during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of these conditions.

CHOICE OF LAW AND VENUE SELECTION

This Agreement is deemed to be entered into in Florida. This Agreement shall be construed according to the internal laws of Florida without regard to conflicts of law principles. All guest claims must be submitted in writing and received by Big Easy Ghost Tours. LLC no later than 60 days after completion of the tour. Guest claims not submitted and received within this time shall be deemed to be waived and barred.

SEVERABILITY

If any of these Terms and Conditions (or any terms and conditions relating to a product or service referred to in this or any of our partner web sites) should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, and in relation to such state or country only, such terms or condition shall be

deleted and severed from the rest of the relevant terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.