

YOUR AGREEMENT WITH AFA Spiritual Heritage Tours

AFA Spiritual Heritage Tours is a division of American Family Association, Inc. (“AFA TOURS”) and exists to deliver an exceptional tourism experience of the Holy Land, Washington, D.C., and other locations respectively from a distinctly Christian perspective.

Before we make arrangements for your trip, upon review, we require that you sign below, expressly consenting to these terms and conditions.

Please thoroughly review AFA TOURS’ terms and conditions. The booking individual(s), herein referred to as “PASSENGER(S)”, by accepting this receipt and making payment to AFA TOURS, does(do) hereby acknowledge that they have been advised of, reviewed, and accept these terms and conditions and knowingly and willingly contract for travel-related services. These conditions apply to you individually and to your family or traveling companion(s) that you represent and/or those on whose behalf payments are made.

DEPOSIT AND CANCELLATION

- 1) A non-refundable deposit is required at the time of execution of this Agreement. All deposits are non-refundable without exception. If the final balance is not paid timely, the reservation will be cancelled. All final payments are non-refundable without exception. Payments may not be applied to future trips.
- 2) Notice of PASSENGER(S) cancellation should immediately be directed to AFA TOURS by using the ministry’s contact information provided below:

Email: tours@afa.net

Phone: [662-844-5036](tel:662-844-5036) x227

Address: P.O. Drawer 2440, Tupelo, MS 38803

- 3) AFA TOURS reserves the right to postpone the trip for any reason and at any time. Should a postponement occur, AFA TOURS agrees to offer PASSENGER(S) a replacement trip. The date and details of a replacement trip will be determined solely at AFA TOURS’ discretion. AFA TOURS is not responsible for or liable in any way for costs incurred or payment loss when PASSENGER(S) are unable to participate in a replacement trip for any reason.

ROLE OF AFA TOURS AND SUPPLIERS

- 4) AFA TOURS utilizes services which are provided in part by separate and independent Suppliers. We do not operate, control, or otherwise provide the services of independent Suppliers. AFA TOURS does not control any airline, hotel, transportation company, attractions, or other travel Suppliers who provide goods or services for part of the PASSENGER(S) trip.
- 5) While AFA TOURS prides itself on selecting top quality Suppliers, we assume no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under our control. Suppliers reserve the right to deviate from

the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. PASSENGER(S) acknowledge and agree that AFA TOURS is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control.

FORCE MAJEURE

6) AFA TOURS shall not be liable for any loss or damage incurred by you because of any of the Suppliers inability to perform its obligations due to a *Force Majeure* event. If and to the extent AFA TOURS' performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, government intervention, weather conditions, defects in machinery and vehicles, delay, or any other untoward occurrences beyond AFA TOURS' reasonable control (a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, AFA TOURS reserves the right to cancel the affected trip in its entirety or to postpone it. Should a postponement occur, AFA TOURS agrees to offer PASSENGER(S) a replacement trip. The date and details of a replacement trip will be determined solely at AFA TOURS' discretion. AFA TOURS is not responsible for or liable in any way for costs incurred or payment loss should PASSENGER(S) be unable to participate in a replacement trip for any reason.

THIRD-PARTY TRAVEL PURCHASES

7) PASSENGER(S) acknowledge and understand that when purchasing directly from airlines, hotels, and other travel-related companies that each of these companies have their own contracts covering cancellation penalties and other terms and conditions, and that you may be bound by those contracts.

ACCURACY OF PASSENGER(S) INFORMATION

8) Booking Accuracy/Legal Names: PASSENGER(S) is/are required to immediately review all aspects of their booking to verify (including, but not limited to): Passenger name(s), mailing address(es), date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking confirmation. Please notify AFA TOURS immediately if any omissions and/or corrections are needed regarding the booking details. PASSENGER(S) voluntarily assume(s) full and sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. The name, date of birth and gender that appears on your passport or government issued ID must exactly match the same such data that is listed on airline ticket(s) and booking records. AFA TOURS strongly recommends that you consider that certain countries will not admit a Passenger if their passport expires within six (6) months of the return date of travel. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents.

UNFORSEEN CONDITIONS

9) AFA TOURS has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, climate extremes, or the suitability for disabled persons of any portion of any trip at locations to which you may travel. For information concerning possible dangers or unique circumstances at destinations, we recommend you contact the Travel Warnings Section of the U.S. State Department at [\(202\) 647-5225](tel:202-647-5225) or www.travel.state.gov. For medical information, we recommend you contact the Centers for Disease Control at [\(800\) CDC-INFO](tel:800-CDC-INFO) or www.cdc.gov/travel. You

assume full and complete responsibility for checking and verifying all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s).

TRAVEL INSURANCE

10) You are required to purchase travel insurance independent of this Agreement to protect yourself(elves) against certain risks inherent in travel including but not limited to THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. By declining to separately purchase appropriate travel insurance, PASSENGER(S) acknowledges and accepts liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred.

Additionally, PASSENGER(S) agree(s) to indemnify and hold AFR TOURS, its officers, directors, employees, and agents harmless from all claims for loss, damage, injury, or expense suffered or incurred as a result of travel or travel-related services pertaining to this Agreement ("Travel Damage"). Travel and travel-related services can include, but are not limited to, air, car, and/or train travel, food, and lodging. PASSENGER(S) agree(s) to indemnify, hold harmless and defend AFR TOURS, its officers, directors, employees, and agents from and against any claims from any person relating to or regarding any Travel Damage, regardless of how or by whom arrangements for travel or travel-related services are made. PASSENGER(S) waive all claims, whatsoever, against AFR TOURS, its officers, directors, employees, and agents from and against any claims from any person relating to or regarding any Travel Damage, regardless of how or by whom arrangements for travel or travel-related services are made.

11) Thoroughly read your travel insurance policy's confirmation of benefits. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim. Please note that the travel insurance provider may not be allowed to discuss your claim with AFA TOURS due to privacy laws (e.g. HIPAA). PASSENGER(S) acknowledge and agree that AFA TOURS has no control over the travel insurance provider or its coverage decisions, and as a result AFA TOURS is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

MISCELLANEOUS

12) AFA TOURS may take photographs or video ("media") of the trip, and PASSENGER(S) hereby consent to AFA TOURS' utilization of said media for promotional or commercial use without notice or compensation to traveler(s).

13) Limited Power of Attorney: As our client, you hereby appoint AFA TOURS to be your attorneys-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets and hotel guarantees directly related to AFA TOURS' services.

14) Website Information: The content and images contained on this website, including downloadable files, are protected by copyright. You agree not to use or authorize the use of this information for any purpose other than personal use, and not to engage in the resale, redistribution, or use of the information on this website for commercial purposes. This website may contain third-party links and pointers which are included solely for your convenience and do not constitute any endorsement by AFA TOURS and/or

our vendors. While every effort has been made to ensure the accuracy and completeness of this information, AFA TOURS is not responsible for the accuracy of the information, or the contents of the third-party websites.

15) Electronic or handwritten signature: Both Parties agree that acknowledgement, acceptance, and agreement to these Terms may be provided: (a) electronically; (b) by handwritten signature; (c) by any other electronic means, including without limitation acknowledgement via email acceptance of these Terms. All such means constitute effective expressed acknowledgement, consent, and execution of this Agreement to bind the Parties knowingly and willingly to the terms and conditions of this Agreement.

JURISDICTION AND CLAIM DEADLINE

16) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi, U.S.A. Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration decision may be entered only in a court of competent jurisdiction in Mississippi, or in the United States District Court having jurisdiction over Northern Mississippi. In any such proceeding, such court shall have personal jurisdiction of all of the Parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good. PASSENGER(S) must submit any dispute concerning AFA TOURS within thirty (30) days of the trip return. All disputes are waived and barred thereafter.