



Customer Agreement

Customer Agreement

This document creates a contractual relationship between RunQuest Travel, LLC and you, the customer. For your participation in the Portugal running tour to be complete, you must first read this contract, and then indicate your acceptance of the terms and conditions found in this agreement by signing and returning it along with your final payment.

Reservations

Reserving a spot with RunQuest Travel requires a \$500 deposit, with remaining balance due 60 days before departure. If you must cancel a reservation, reimbursement is as follows:

Before Departure Date	Amount Refunded
30-60 Days	\$500
8-29 Days	50%
Within 7 Days	0%

Cancellations

RunQuest Travel reserves the right to cancel a journey at any time for reasons such as, but not limited to: too few participants, safety, etc. In such cases, payment received by RunQuest Travel will be fully refunded. RunQuest Travel does not, however, assume responsibility for airline tickets or other purchases made in association with the trip.

Guides

To the best of the ability of RunQuest Travel, guides who are highlighted on the website or in brochures for specific trips will be the guides leading those advertised trips. However, in instances of family or emergency circumstances, RunQuest Travel reserves the right to substitute guides at any time during travel.

Itineraries

RunQuest Travel will adhere to all published itineraries. However, should unexpected circumstances such as extreme weather, labor strikes, museum, hotel or park closings and other instances considered "Acts of God" arise, itineraries are subject to change. RunQuest Travel reserves the right to modify itineraries for the safety or necessity of the group.



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Travel Insurance

Each guest of RunQuest Travel is required to purchase travel, health and emergency evacuation insurance, unless you can verify such insurance already exists under your present health care plan. RunQuest Travel can connect you with a travel agency to book the travel insurance. It is generally far less expensive than most people realize and it is important that everyone is personally insured.

Health

We highly recommend that each guest of RunQuest Travel has an up-to-date physical (within the past year) by their medical doctor. RunQuest Travel involves exercise which sometimes includes challenging terrain or extreme climate conditions. It is also important to prepare for your trip with an exercise plan. When you send a deposit to RunQuest Travel and complete the registration, you are certifying you are in good health and physical condition. RunQuest Travel requires prior written notice of any serious existing physical conditions.

Photography

RunQuest Travel reserves the right to take photographs during the journey for promotional purposes. By booking a program with RunQuest Travel, the traveler agrees to allow their image or likeness to be used in said photographs.

What is Included in RunQuest Journey

The cost of our program includes:

- All overnight accommodations
- Meals as specified in the respective itinerary (breakfast and dinner daily).
- Transfer and luggage handling to and from airport.
- All scheduled transportation during RunQuest, unless otherwise specified
- The services of experienced elite running guide Harvey Lewis and local guides
- The services of RunQuest Travel for complete pre-departure information to improve your overall experience.
- Route selections
- Small adventure package upon arrival, including RunQuest Travel shirt and other fun items



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What is Not Included in RunQuest Journey

Items not included in our programs:

- All airfare, including domestic airfare, unless otherwise specified
- Fees for passports (No visa is required for American citizens entering Portugal.)
- Travel Protection Plan
- Personal Traveler's Insurance
- U.S. and foreign airport departure tax
- Personal items such as phone calls, alcoholic beverages, laundry services and running equipment
- Tips to drivers, guides, or chefs (unless otherwise specified)
- Lunch on days where lunch is not specified on the trip itinerary.
- Entrance fees to museums
- Costs associated with elective personal time for guests

Limitation of Liability

CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW THE LIABILITY, IF ANY, OF RUNQUEST TRAVEL TO CUSTOMER UNDER ANY AND ALL CIRCUMSTANCES AND FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY NATURE WHATSOEVER SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO RUNQUEST TRAVEL. CUSTOMER FURTHER AGREES TO THE FULLEST EXTENT PERMITTED BY LAW THAT UNDER NO CIRCUMSTANCES SHALL RUNQUEST TRAVEL HAVE ANY LIABILITY WHATSOEVER TO THE CUSTOMER FOR ANY COMPENSATORY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES.

Severability

If any provision of this agreement, or application thereof to any person, entity, or circumstance, shall to any extent be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and the agreement shall otherwise be valid and enforced to the fullest extent permitted by law.



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Binding Effect

This agreement shall be binding upon and inure to the benefit of the parties and, as applicable, their respective representatives, agents, next of kin, heirs, executors, administrators, past and present officers, directors, managers, members, owners, shareholders, employees, agents, affiliates, successors and assigns.

Assignment

This agreement may not be assigned or transferred to any third party by customer without the prior, written consent of RunQuest Travel.

Dispute Resolution

In the event of a dispute arising out of or relating to this agreement or the consulting services to be rendered hereunder, the customer and RunQuest Travel agree to make a reasonable attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if after reasonable efforts the parties are unable to resolve such disputes or are unable to agree upon procedures referred to above, either party may initiate a legal action in court in compliance with the Choice of Law and Forum provision below.

Choice of Law and Forum

This agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, United States of America (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of, this agreement shall be brought by such party exclusively in the courts of the State of Ohio located in Hamilton County, Ohio or in the courts of the United States of America for the Southern District of Ohio, Western Division, and each party, by their execution of this agreement irrevocably submits to the exclusive jurisdiction of such courts. The parties further agree that such courts shall have personal



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Choice of Law and Forum (continued)

jurisdiction over the parties and that the parties hereby waive any objections to such personal jurisdiction. The parties hereto waive all rights to a jury trial in connection with actions arising in connection with this agreement.

Complete Agreement

Except as otherwise specifically set forth herein, this agreement constitutes the complete agreement between the parties regarding the matters addressed in this agreement, and the parties affirm that no other promises or agreements of any kind have been made by or between them, or their representatives, or by any other person or entity, to cause the parties to sign this agreement.

Further Assurances

The parties agree to take all such further action and execute all such further documents as may be necessary or appropriate in order to carry out the intent of the agreement.

Construction

No provisions of this agreement shall be construed by any court or other judicial authority against any party by reason of that party's being deemed to have drafted or structured the provisions.

Acknowledgment of Understanding

Customer agrees and acknowledges that customer fully understands and voluntarily agrees to all of the terms and conditions of this agreement and that customer had had the opportunity to have this agreement reviewed by an attorney prior to customer's signing this agreement.

This Agreement is subject to change

Customer agrees that RunQuest Travel reserves the right to modify and/or supplement this agreement at any time prior to the departure date and that customer must sign any modified or supplemental agreement presented by RunQuest Travel as a condition to participating in the Portugal Running Tour.



Customer Agreement

This serves as a legally binding document between said customer and RunQuest Travel. By signing this document you agree to the above terms as stated.

Name

Date

Print Name

Street Address

City, State, Zip Code, Country

Phone Number