

Terms and Conditions

Last Revised on January 21, 2025

In the text that follows, the terms “Wisconsin Way Pilgrim Tours,” “we,” “us” and “our” refer to Wisconsin Way Pilgrim Tours, LLC, a specialized travel arrangements company offering unique self-guided and customized tours of the “Wisconsin Way,” a Catholic walking pilgrimage route. The terms “you”, “your” and “traveler” refer to the person booking travel with us and each of the persons in their group booking.

CONTRACT

We draw your attention to the terms and conditions of travel below. These terms and conditions including our Tour Participant Agreement and the terms and conditions of various suppliers form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these terms and conditions (raising any questions you may have with us). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree with it. If you are making a booking for a group of travelers, you are responsible for sharing these Terms and Conditions with all members of the group and you are financially responsible for the booking. We will not be liable for your failure to share these Terms and Conditions with all travelers in your group. You represent and warrant that (a) you are of sufficient age to use our services and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you and the members of your group (if any) is true and correct.

VIOLATIONS BY YOU

You agree that any violation of these terms and conditions may result in (a) cancellation of your booking or purchase, (b) your forfeiture of any monies paid for your booking or purchase, and (c) you being denied access to any applicable travel related service.

CHANGES TO THESE TERMS AND CONDITIONS

The term “Website” refers to our website <https://WisconsinWayPilgrimTours.com> including all pages in that domain. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes on our website. If we make material changes, we will notify you. It is your responsibility to check our Website periodically for changes. Your continued use of our services, including continuing to use and maintain any booking following the posting of any changes to the Terms and Conditions constitutes your consent to these changes.

TYPES OF TOURS

1. **SELF-GUIDED TOURS:** Our self-guided tours cater to travelers who want to walk the Wisconsin Way following a specific pre-planned itinerary with various services and shared group accommodations provided along the way, in which individuals determine their own individual daily walking path and pace to each destination. Our tours depart only a limited number of times during the year and on limited specific dates (fixed departure) as advertised on our Website and/or in marketing materials. You will be walking on your own to each stop along the way, as will others in each tour group unless individuals decide on their own to walk together with others in the same group. Participants are strongly encouraged to purchase, read and possess while traveling a guidebook titled, "The Wisconsin Way Spiritual and Walking Guide," by Stacey Wittig, as well as any map(s) that you will be need to navigate a walking route to each day's destination. You are responsible for walking each day to the next nightly accommodation destination. Our tours are designed for an individual or small groups of individuals already known to each other who are interested in meeting and sharing the pilgrimage experience with other people including perhaps people they don't already know and traveling with the comfort, convenience and affordability that comes with being part of a group of at least 6 but not to exceed 8 travelers per group.
2. **CUSTOM TOURS:** Custom Tours offer the ultimate flexibility as both itinerary and services are adapted to your specific individual or group needs. Custom Tours will be priced upon request from you in a quote ("Quote") and may have additional conditions reflected on the Quote, including minimum group size, different payment schedule and/or cancellation fees than our published Guided and Self-guided Tours. Quotes are valid for 10 business days from the date issued unless specified otherwise, and space is subject to availability.

WHAT IS INCLUDED IN YOUR TOUR

All tours are LAND ONLY tours. They do NOT include airfare and do NOT include transportation to the starting point or from the end point of your tour.

1. **SELF-GUIDED TOURS:** Self-guided Tours include the following:
 - o **ACCOMMODATIONS.** You are expected to cooperatively share various types of accommodations (as described in your tour itinerary) with others in the group with which you travel. There is no guaranty of a private room or other such private accommodation on our tours, absent exceptions as may be granted for religious or others with written advance approval at the sole discretion of WWPT; and that's simply part of our pilgrim experience. Your pilgrimage tour involves minimal, basic creature comforts and is NOT intended to be luxurious or a vacation. You will be issued a clean sleeping bag and an air mattress, pad or cot for use that we will transport for you to each appropriate location. As your itinerary indicates, you will be provided with a sheltered place to rest and sleep each night, which may or may not have access to a shower. All our accommodation locations have a shared

restroom, toilet or porta-potty and most also have a shower. For example, the Albergue in Luxemburg, WI, offers bunk type sleeping on a first come first serve basis; you are guaranteed a bunk but not any particular bunk in the guesthouse. At private homes, church rectories or monasteries where you stay, there may be beds or separate rooms available for some, but perhaps not all, on a first come first serve basis; and you are expected to cooperatively share spaces with others in your group. While staying at campgrounds, you likely will need to share a tent with at least one other person (typically 2 or 3 people share a tent designed for up to 4 or more), which we provide at each camping location along with conveniences such as a lantern/light and power supply source for charging of cell phones where power would not otherwise be available. The accommodations shown on our website and the promotional materials are generally representative of what is available on the tours. Due to changing availability and for other unforeseen reasons, your specific accommodations may be subject to change. If a change does become necessary for any reason, at our sole discretion, substitutions will be reasonably equivalent.

- **MEALS.** A daily breakfast and dinner meal (or food to prepare a meal) are included and will vary depending on where you are staying that day. The breakfast will typically be continental style, and a limited amount of trail food and snacks will be provided at some locations at breakfast time, which you can carry with you (as a light lunch) particular in areas where stores and restaurants are limited or unavailable along the walking routes. Pilgrims are encouraged to patronize local establishments along the way for lunch, as well as dinner at their discretion/expense, where available.
- **BAGGAGE TRANSFER.** You may bring one (1) standard U.S. based airline “carry-on” size bag (not to exceed 24” x 14” x 9”), which will be transported for you daily between your accommodations on each walking stage of the pilgrimage tour. Bags over the size limit will not be accepted. Be sure what you don’t want to carry daily fits in your “carry-on” size bag.
- **OTHER INCLUSIONS.** In addition to the items listed above, your tour will include 24/7 emergency support by phone and WI Way Pilgrim passport.
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- 2. **CUSTOM TOURS.** Custom Tours are based on the specific details for your carefully curated itinerary and are personalized to include only the services you request, which may include an Expert Guide and/or Support Vehicle to meet you at checkpoints along the way to see how you are managing during your walking journey and/or Optional Services (see below). The services to be included in a Custom Tour will be exclusively those listed as included in your Quote.

OPTIONAL SERVICES

We may offer optional services including but not limited to transportation or transfers during a tour. These are not included in your Tour but may be available upon request.

- **TRANSFERS DURING A TOUR.** Our tour itineraries have you walk from your accommodations in one place to the next accommodation in another

place each day, except when a shuttle is included as part of your itinerary. For travelers that wish to walk a lesser distance between accommodations on a certain day(s), we may be able to provide transportation (a transfer) to and/or from intermediate locations along the route. Such transfers may be added to your itinerary as part of a Custom Tour for an additional fee, subject to our approval. In the event that you are unable to complete your walk on any particular day to your next accommodation destination and can contact us by phone, we may agree to offer you transportation, on a case-by-case basis, for a fee, which would include an hourly rate plus round trip mileage for the driver to be determined at our discretion and fully paid by cash or check when such service is rendered.

BOOKING AND PAYING FOR A TOUR

Self-Guided Tours with a fixed itinerary, inclusions and prices advertised on our website **can be booked by contacting us by telephone or email** so that we can arrange a personal consultation with our staff prior to actual booking any and all tours. For Custom Tours, you should let us know about the dates, specific type of itinerary and services that you would like. Upon receipt of your booking request, we may provide you with a written quote that includes an itinerary for your travel and listing the items to be included in your tour. You will be asked to review your quote in detail upon receipt. By accepting your quote, you are confirming that the itinerary and inclusions are an accurate reflection of your booking request, and you are authorizing us to book the tour for you. Independent of the type of tour you wish to book, a deposit ("Deposit") at the time of booking is always required to formalize each booking request. The amount of the Deposit may vary for each tour and will be provided to you before you submit your booking request. Upon payment of your Deposit, we will then verify availability and attempt to confirm the booking. If there is no availability, your booking request will be declined and your Deposit returned. If there is availability, your booking will be confirmed by us.

After your booking is confirmed, you will receive your itinerary, an invoice and other relevant information. The invoice will contain a breakdown of the basic elements of your booking and will have your Deposit applied towards your balance. Invoices must be paid in full no later than 30 days before your tour starting date. If you are booking a tour that starts within 30 days, you must pay the full balance of the tour at the time of booking. If the full payment is not received when due, we reserve the right to consider your booking to be cancelled. In such a case, this would be considered as a cancellation by you and the cancellation fees will apply as described in the Cancellation Policy section below.

Your signed Tour Participation Agreement must be received by us before or when final payment is due and received. If any of the travelers in your booking have not signed by this date, we reserve the right to consider your booking cancelled. In such a case, your booking will be considered to have been cancelled by you and cancellation fees will apply as per the Cancellation Policy. The Tour Participation Agreement can be emailed on request or can be found at our website:

<https://WisconsinWayPilgrimTours.com> .

RIGHT TO LIMIT SALES AND PARTICIPATION

We reserve the right to limit the sales of our tour services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to refuse any order or booking that you place with us. We also reserve the right to decline to accept or retain you as a participant in any of our tours if we deem, in our sole discretion, that accepting or retaining you would be detrimental to the tour.

PAYMENT METHODS

We will accept through our website the major credit cards listed below, as well as the following other forms of payment: personal checks, cashier checks, and money orders. A non-refundable \$30 fee will be charged for all returned payments.

CREDIT CARD PAYMENTS

While we accept major credit cards including Visa, MasterCard, American Express and Discover for payment, all travelers must provide through our website an authorization for every transaction. Said authorization constitutes an agreement for us to charge your credit card and this action, or payment for your deposit in any other manner, constitutes your acknowledgement and full agreement to these Terms and Conditions including WWPT's Cancellation Policy.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask that you first call us to discuss any questions or concerns about our charges. We will work with you to resolve your concerns. WWPT retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. With respect to any chargeback related to tour, WWPT shall be entitled to assume that you completed your tour. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel booking related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any of the following chargebacks:

- Chargebacks resulting from non-cancellable bookings, whether the booking is used or not.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of WWPT or a Supplier.
- Chargebacks for charges resulting from Cancellation fees resulting from our application of the Cancellation policy.

PRICE AND RATE CHANGES

Tour prices advertised on our website and in promotional materials are per person and reflect any discounts that may apply. All prices we advertise are accurate as of the date of publication, but we reserve the right to change any of those prices from time to time. Prices do not include state and local taxes, which are estimated and disclosed at the date of publication, quote or invoicing. We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the applicable price at the time when you book. Tour prices are based on known costs on the date we advertise the tour or issue a quote. Prices for group tours are only valid for the specified group size and any applicable discounts. If a group does not reach the size quoted, the price may be adjusted accordingly on your invoice.

EXCLUSIONS

Any items, services and matters not referred to in your itinerary specifically as “included” are not included in the price. These include, but is not limited to, items such as excess baggage; insurances of all kinds; gratuities if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not specifically detailed in the tour itinerary; and all items of a personal nature. The price does not cover costs and expenses, including your return home, if you leave the holiday/vacation whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

DISCOUNTS AND PROMOTIONS

Discounts and promotions may be subject to specific terms and conditions published together with them, such as a different payment schedule and/or cancellation fees. By booking at the discounted or promotional price, you agree to those specific terms.

Military/Veterans Discounts: Active duty service members and honorably discharged veterans not receiving another type of discount including friends & family promotions may be eligible for a 10% discount on the individual tour price by providing a copy of DD-214 or active duty ID card when booking a tour. Limit: one discount per traveler.

Religious Vocation Discounts: Catholic* priests, deacons and seminarians are most welcome on our tours and may be offered a special discount and/or eligible for private types of accommodations, if available, at the sole discretion of WWPT. Please let us know about your Catholic* religious vocation status when booking a tour with us.

- in communion with Rome (status subject to verification by WWPT)

“Friends & Family” Promotional Discounts: We strongly encourage group cohesiveness and encourage travelers to make their pilgrimage in a group that consists (all or in part) of their own friends and family to the extent possible. Therefore, friends and family who

enroll together on a Self-Guided Tour may be eligible for a discounted price per person based on the number of people. For example, if you and a friend or relative travel in the same group on the same itinerary together, both of you will enjoy a set discounted price. If another or more travel together, you all will enjoy the same discounted price; the more the people, the greater the price discount you all will pay (the maximum group size is 8) subject to availability. “Friends & Family” promotional pricing discounts may be offered on a limited basis subject to specific terms and conditions published together with them. For details, please refer to our website and promotional materials or contact us directly.

CHANGING YOUR TOUR BOOKING

Tour participation is not transferable. You may not assign your booking to another.

Rescheduling Your Tour Date

- You may request to reschedule your tour booking once for a later departure date within the same calendar year, provided that you submit a booking change request at least 30 days before your original tour departure date.
- Any additional rescheduling requests will not be accepted and will be treated as cancellations, subject to the cancellation fees outlined in the “Cancellation Policy” section.
- A \$100 rescheduling fee will apply to any approved date change request.
- All booking change requests are dependent on availability. If we are unable to secure availability for your new requested dates, your change request will be denied at our sole discretion, and your original reservation will remain as is.

Modifications to Services

- Once your reservation is confirmed, services included in the package cannot be removed or downgraded. You may, however, request to add additional services to your booking up to 30 days before your tour departure date, including meal options, excursions, additional accommodations, and transportation/transfers.
- These additions are based on availability, and if we are unable to confirm the requested services, your booking change request for those services will be denied, and the reservation will remain unchanged

Submission of Change Requests

- All booking change requests must be submitted in writing via email or mail. The date of your booking change request will be the date on which we acknowledge receipt of your email or the date on your mail postmark, respectively.

Pricing Adjustments for Changes

- Booking change requests may result in a change to the tour price due to a change in group size, updated rates, seasonal adjustments, or the addition of new services.
- If there is a price difference, we will notify you, and you may decide whether to proceed with the change at the new rate.
- If you do not accept the adjusted price, your booking change request will be denied, and your original reservation dates and services will remain.

Scope and Denial of Change Requests

- Booking change requests that do not fall within the scenarios discussed in this section will also be denied.
- If your booking change request is denied and you are unable or unwilling to travel on your originally booked tour dates, you will have to submit a cancellation request.

Booking cancellation requests are not considered booking change requests and are subject to the cancellation fees shown in the Cancellation Policy section.

ITINERARY CHANGES

The itinerary provided represents what we have planned for your tour but is subject to confirmation and changes in local schedules. We commit to making our best effort so that itineraries are followed as planned. However, it is possible that traffic conditions, weather, holidays, facilities opening hours, construction or circumstances outside our control interfere with the regular schedule, causing necessity to modify the itineraries. We reserve the right to modify the itinerary at our sole discretion and you will not be entitled to compensation for these changes. We are not responsible for costs or fees you incur due to itinerary changes caused by changes in schedule or other elements outside our control.

CANCELLATION POLICY

Wisconsin Way Pilgrim Tours' cancellation policy is in effect upon your first payment toward any tour. Cancellation requests must be submitted in writing by email or certified mail and are effective on the date your email was acknowledged as received by us or your mail postmark, respectively. Cancellations are subject to cancellation fees based on the date your cancellation is effective. Cancellation fees for Tours are shown on the respective sections below and are expressed as a percentage of the total price of the tour you purchased. **Cancellation fees for Self-Guide Tours:**

- More than 30 days before departure = 25%
- Between 30 and 20 days before departure = 50%
- Between 19 and 10 days before departure = 75%
- Less than 10 days before departure = 100%

Cancellation fees for Custom Tours are equal to those for Self-Guided Tours above, unless specified differently on your Quote.

No shows. Absent prior approval from WWPT in writing, if you don't show up at your accommodation on the first night, you will be considered to have cancelled your trip and you will forfeit all your payments. Your bookings will be cancelled and not reinstated. We are not able to waive cancellation fees for any reason.

Cancellation by us

We reserve the right to cancel any Self-Guided Tour because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of travelers or staff. **In the case of inadequate enrollment, we will notify you of your tour's cancellation at least 30 days prior to your tour departure date.**

If we cancel a Self-Guided Tour, our liability is limited to a full refund of your payments to us. If a tour in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the tour. If we cancel a tour, we will not be liable for losses or fees that you may incur by having to reschedule or cancel travel arrangements that you purchased outside the tour itself, such as fees, travel insurance, airline or other transportation tickets. For this reason, **we strongly recommend that you wait until 30 days before your tour departure date to buy non-refundable airline tickets and making other related travel arrangements.**

For Custom Tours, when a booked tour price is contingent on a minimum number of tour participants as specified in the Quote, cancellation by one or more travelers may cause an adjustment to the remaining traveler's tour price based on the prevailing rate available at the time of cancellation. In addition, WWPT has sole discretion to cancel the tour if the minimum tour participant requirement is not met. If the minimum participant requirement is not met due to your request to remove one or more participants, and the tour is cancelled, you will be subject to the cancellation fees shown above.

TRAVEL PROTECTION

Travel Protection coverage is NOT included in our tours. It is the traveler's sole responsibility to protect their travel purchases and consider travel insurance options through an outside party. Travel protection plans may cover a Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). These plans can also help with reimbursement for medical emergency costs (including medical evacuation costs) and baggage loss. Be advised that Travel Protection Plans must generally be purchased shortly after your tour booking is formalized.

WWPT is not qualified to answer technical questions as to the benefits, exclusions or conditions of any travel insurance plans. WWPT can neither evaluate, nor opine, as to the adequacy of prospective insured's existing insurance coverage. If you have any questions about your travel protection, please call your insurer or insurance agent.

HEALTH AND FITNESS

Our tours are active tours and require that you are in good health and good physical condition. You will be walking for several hours each day during several days, so you should discuss with your doctor to see if the tour you choose is appropriate for you.

Travelers with Special Medical Conditions or Disabilities: Our walking tours are likely to be unsuitable for those who use a wheelchair or have restricted mobility. However, we will be delighted to discuss the feasibility of your participation in any of our tours. Prior to booking you must advise us in writing of any physical, emotional, or mental condition which may require special assistance/ equipment or professional attention during the tour, so that we can assist you in considering the suitability of the arrangements and/or in making the booking. If you fail to disclose any such conditions and we find out on our own, we may refuse to allow you to participate in the tour and you will not be entitled to a refund. If you have a special condition or disability, you must bring and be responsible for all necessary items related to your condition, including bringing a paying capable companion traveler willing to assist you. If any such condition arises after the trip is booked, you must advise us in writing immediately. Failure to advise us shall release us from any liability related to such condition.

Transportation services and lodging are operated by Suppliers that may not be fully compliant with accessibility standards such as Americans with Disabilities Act (ADA). Facilities to accommodate travelers with special needs may be lacking in some rural environments where our tours take place. For these reasons, we regret that we cannot provide individual assistance to travelers with mobility challenges or are not completely independent on their own. WWPT will try communicating requests to Suppliers but we cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring any such accommodation. WWPT assumes no responsibility for your inability to participate in the tour or provide any refunds for non-participation in any part of the tour.

USE OF PERSONAL INFORMATION

For more information about our privacy practices, if you have questions, if you would like to submit a privacy related request or if you want to make a complaint, please contact us by e-mail at info@WisconsinWayPilgrimTours.com or by U.S. mail to WWPT, Attn: Brian Burnett, 4045 Springhill Drive, Manitowoc, WI 54220:

PHOTOGRAPHY and VIDEO

You agree to grant us (and any third parties with whom we may engage in marketing) a worldwide, royalty-free, fully paid-up license to use any photographs and video of you obtained during the tour by us, solely for our promotional and/or commercial purposes in printed and electronic media. You release WWPT and its representatives from any and all liability in connection with any use of such photographs and/or video.

DISPUTES

We are committed to excellence in dealing with our customers so we will try to address your concerns in case any problems arise. You agree to give us the opportunity to resolve any dispute related to the Website, our customer service agents or our products and services ("Claims") by contacting us at (407) 516-9266. Claims related to an already completed tour should be submitted within 30 days of the tour completion date so that we may investigate promptly. If we are unable to resolve your Claims within 30 days of your submission you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert a Claim on an individual basis in small claims court if qualified. This includes any Claims you assert against us, travel suppliers or any companies offering products or services through us, which are beneficiaries of this arbitration agreement. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms of Use as a court would.**

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have an arbitration conducted by telephone, based on written submissions, or at a location in Manitowoc County, Wisconsin. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "Wisconsin Way Pilgrim Tours, LLC - Claims Department" at 4045 Springhill Drive, Manitowoc, WI 53105. If we request arbitration against you, we will give you notice at the email address or street address you have provided to us. AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

CLASS ACTION WAIVER

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

GOVERNING LAW

The Terms and Conditions of this agreement shall be governed and construed under the laws of the State of Wisconsin. Any claims against Wisconsin Way Pilgrim Tours, LLC, shall be brought in Manitowoc County, Wisconsin, or in the U.S. District Court of Eastern Wisconsin.

LIMITATION OF LIABILITY

Wisconsin Way Pilgrim Tours, its employees, member(s), agents, and representatives use third party suppliers for transportation, sightseeing, lodging, and all other services related to our tours. WWPT is an independent contractor and is not an employee, agent,

or representative of any such supplier. WWPT does not own, manage, operate, or control transportation, passenger vehicles, hotels, albergues, private residences, campgrounds, restaurants, or any other entity that supplies services related to your tour. The suppliers providing accommodations or other services as a part of the tours are independent contractors and not agents or employees of WWPT. Therefore, WWPT expressly disclaims any and all liability for any personal injury, death, property damage, loss of baggage, accident, delay or irregularity, any claim for special or consequential damages, or any other loss that may be occasioned by the acts and/or omissions, whether negligent, wrongful or intentional of any such supplier including but not exclusively, hotels, campgrounds or other lodging operators, transportation operators, public transportation companies, local sightseeing companies, tour operators, tour directors ("Guides") and any employees thereof that are not under the direct supervision and control of WWPT when engaged in conveying the traveler or in carrying out the arrangements of the tour, or otherwise in connection therewith. Group administrators and tour directors also expressly disclaim any liability for the acts and/or omissions of any of the above entities or individuals not directly under their supervision or control. We also expressly disclaim liability for a supplier's failure to perform, intent to cancel or for supplier bankruptcy or insolvency. Be advised that the liability of carriers, hotels and accommodation providers is also limited by law, and you may want to consider the purchase of travel protection to protect yourself against any losses of injuries suffered as a result of their acts or omissions.

WWPT assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, snow or tropical storms/hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by WWPT that impact negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by WWPT. Wisconsin Way Pilgrim Tours likewise disclaims any liability for statements, actions, inactions of any intermediary agents such as group administrators, tour directors, travel agents or any other intermediary involved with the selling, promotion and operation of the tours. WWPT disclaims all liability for errors related to the information about the accommodations and all other travel services on the Website, brochures and other promotional information and documentation including, without limitation, the pricing and descriptions of the products. We reserve the right to correct any errors on our Website, brochures, promotional documentation and existing bookings at any time, without notice and at our sole discretion. Should we find a pricing

error on an existing booking of yours, you will be given the opportunity to cancel it without penalty before we update it to reflect the correct price.

In no case shall Wisconsin Way Pilgrim Tours, LLC, our members, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website or any of the service or products procured through the Website, or for any other claim related in any way to your use of the Website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website or any content (or product) posted, transmitted, or otherwise made available via the Website or our promotional documentation, even if advised of their possibility.

If despite the limitation in this section, WWPT or any of our suppliers are found liable for any loss or damage arising from the above causes, then the liability of WWPT and/or our suppliers will in no event exceed in the aggregate the greater of (a) the fees you paid to WWPT in connection with services or (b) One Hundred Dollars (US\$100.00).

COVID 19 RELEASE OF LIABILITY

By booking a tour at this time, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to any virus or disease is an inherent risk of traveling, that cannot be controlled or eliminated by WWPT.

ASSUMPTION OF RISK / WAIVER

You are aware that travelling in some remote areas where our tours take place involves inherent risks. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicle collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including other travelers, WWPT and its employees, agents and/or representatives; 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; known or unknown medical conditions, physical exertion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers 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. You understand that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or even death. In order to book travel

with us and participate in our tours, you are willing to accept the risks and uncertainty involved as an integral part of travel, including the risk of infection, illness and death. Understanding the risks described in this document, you agree, and your family, heirs, and legal representatives hereby accept, to assume full responsibility for any and all risks and agree to and shall hold harmless and fully release Wisconsin Way Pilgrim Tours from any and all claims associated with the trip, including, but not limited to any claims arising in any way from any injury, death, loss or harm (whether foreseen or unforeseen) third-party negligence and/or the negligence of WWPT that occur to you or to any other person or to property during a tour or are in any way related to a tour. You hereby covenant not to sue WWPT for any such claims or join any lawsuit or action against WWPT. This agreement also binds your heirs, family, legal representatives, and assigns.

You agree that this release shall be legally binding upon you personally, all members of your family and all minors traveling with you, your and their heirs, successors, assigns, and legal representatives, as it is your intention to fully assume all the risks associated with this tour and to release WWPT, its agents, employees, managers, members, suppliers, operators from any and all liabilities to the maximum extent permitted by law. The terms of this ASSUMPTION OF RISK / WAIVER section shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Wisconsin Way Pilgrim Tours LLC and our affiliates, partners, officers, members, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, volunteers and employees, from any and all expenses, losses, liabilities, damages, judgments, settlements and costs involved with or incurred by WWPT (including without limitation reasonable attorney's fees) with respect to any claims, lawsuits, arbitrations or other causes of action which result, directly or indirectly from (i) your breach or violation, or threatened breach or violation, of this agreement and (ii) any damages caused by you while participating in a tour.

SEVERABILITY

In the event that any provision of this Agreement is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement. Such determination shall not affect the validity and right to enforce any of the remaining provisions.

ENTIRE AGREEMENT

These Terms and Conditions, together with the Tour Participation Agreement, constitute the entire agreement and understanding between you and Wisconsin Way Pilgrim Tours LLC, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us, including, but not limited to, any prior versions of these Terms and Conditions. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial, arbitration or any

other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.