

**Heartland Credit Union – Young at Heart
Travel Terms & Conditions**

PAYMENTS

The trip balance is due 60 days before departure (unless 60 days falls on a weekend or holiday, the payment will be due the prior business day) on all overnight trips. Payment may be made by a debit from the Heartland Credit Union member's specified account or by sending a check from a different financial institution. No deductions from a member's account will be taken without the member being notified prior to the transaction date.

PLEASE SEND PAYMENTS TO:

Heartland Credit Union
Attn: Lauren Stead
2213 West White Oaks Drive
Springfield, IL 62704

CANCELLATION CHARGES

Cancellations of confirmed bookings result in penalties and fees assessed by travel suppliers. If you need to transfer or cancel for any reason prior to departure, the following cancellation fees will be assessed on your trip. If trip is cancelled prior to being paid in full the following cancellation fees will also apply.

- More than 60 days prior to departure: 100% refund
- 60 - 16 days prior to departure: 30% fee of trip price
- 15 - 1 day prior to departure: 50% fee of trip price
- Day of departure and after: 100% of trip price

BAGGAGE DISCLAIMER

Although every effort is made to handle passengers' luggage as carefully as possible, Heartland Credit Union is not responsible for and does not assume liability or accept claims for loss of or damage to luggage due to breakage, theft or wear and tear through hotel and group carrier handling. It is recommended for your own self-interest and protection that you have adequate insurance to cover these eventualities.

GENERAL DISCLAIMER

Neither Heartland Credit Union and their employees, officers, directors, successors, agents, and assigns (collectively "HCU"), own or operate any person or entity which is to or does provide goods or services for these trips. HCU does not maintain control or operate the personnel, equipment, or operations of these suppliers it uses and as such HCU assumes no responsibility for and cannot be held liable for any personal injury, death, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of (1) any wrongful, negligent, willful or unauthorized acts or omissions on the part of any of the suppliers or other employees or agents, (2) any defect in or failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers, or (3) any wrongful, willful or negligent act or omission on the part of any other party not under the supervision and control of HCU.

Client shall indemnify and hold harmless Heartland Credit Union, its affiliated entities and its and their

employees, agents, officers, successors and assigns (collectively "HCU"), from all suits, actions, losses, damages, claims or liability for any personal injury, death, property damage or other loss, accident, delay, inconvenience or irregularity which is occasioned by any negligent acts or omissions of HCU arising out of any goods or services provided for this or these trips.

Additionally, responsibility is not accepted for losses or expenses due to sickness, lack of appropriate medical facilities or practitioners, weather, strikes, theft or other criminal acts, war, terrorism, computer problems, or other such causes. All services and accommodations are subject to the laws of the country in which they are provided. HCU reserves the right to make changes in the published itinerary whenever, in their sole judgment, conditions warrant, or if HCU deems it necessary for the comfort, convenience, or safety of the tour. HCU reserves the right to withdraw any tour announced. HCU reserves the right to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the group leader(s) to be in the best interests of the health, safety, and general welfare of the tour group or of the individual participant. Neither does HCU accept liability for any carrier's cancellation penalty incurred by the purchase of a non-refundable airline or other ticket to the tour departure city and return or otherwise. Baggage and personal effects are the sole responsibility of the owner at all times.

Participants may be photographed for the promotional purposes of HCU. Payment of the deposit to HCU constitutes acceptance of these terms and conditions.

ARBITRATION

I agree that any dispute concerning, relating, or referring to this contract, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in the State of Illinois. Such proceedings will be governed by and in accordance with substantive Illinois law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

FORUM SELECTION

This Agreement shall be governed and interpreted pursuant to the laws of the State of Illinois by mutual agreement of the parties hereto and the Federal and State Courts in Illinois shall have exclusive and sole jurisdiction over any dispute, controversy or suit arising relative to this Agreement. Employee expressly waives any and all objections to any dispute, controversy or suit arising out of this Agreement being adjudicated exclusively in the State or Federal Courts in the State of Illinois, and Employee further consents not to bring any suit arising out of this Agreement in any other jurisdiction and any and all litigation must be brought only in and for Courts in the State of Illinois to the exclusion of litigation anywhere else in the world.