

Terms of Service

This document is offered to you, the customer, conditioned and your acceptance without modification of the terms, conditions, rules and notices contained herein. Your acceptance and signature of this document constitutes your agreement to all such terms, conditions, rules and notices. If you do not agree to these terms and conditions you will not be allowed to participate in any adventures orchestrated by The Bucketlist Lifestyle.

The Bucketlist Lifestyle

The Bucketlist Lifestyle (as defined herein) will provide necessary services for trips (Known as “Adventures”) as outlined in its promotional materials and on its website (thebucketlistlifestyle.com), and has licensed, qualified professional tour guide defined herein as “Adventure coordinator” to organize and administer such Adventures. The designated Adventure Coordinator in turn, acts as an agent for any transportation carrier, accommodations or other suppliers of services connected with the specific Adventures (“Other Providers”). The Other Providers are solely responsible and liable for providing their respective services.

The Bucketlist Lifestyle LLC, its subsidiaries, and their respective employees, affiliates, representatives, (collectively “The Bucketlist Lifestyle”) and the Adventure coordinator will not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons directly or indirectly affected by an act or omission of any provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The participant waives any claim against The Bucketlist Lifestyle and/or the Adventure coordinator for any such loss, damage, injury, or death.

By registering for an Adventure, the participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for himself or herself, to other participants, or to The Bucketlist Lifestyle staff. The Bucketlist Lifestyle and the Adventure coordinator reserve the right in their sole discretion to accept, decline to accept, or remove any participant on a trip at any time that they feel that the

participant could potentially harm or disrupt the trip. The Bucketlist Lifestyle and the Adventure coordinator reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of the participants. Neither The Bucketlist Lifestyle, nor the Adventure coordinator, will be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the participant's departure city. Baggage and personal effects are at all times the sole responsibility of the participant.

TERMS & CONDITIONS

Please Note that the "Arbitration Agreement" section below contains provisions that require with limited exceptions, all disputes arising between the participant and The Bucketlist Lifestyle and/or Adventure Coordinator under this agreement to be resolved in binding arbitration, not in court between the participant and The Bucketlist Lifestyle connected with such disputes. Please be sure to read and review carefully the entire section labeled "Arbitration Agreement" below. By signing this agreement, the participant agrees to be bound by the arbitration agreement.

Eligibility

All participants must be over 18 unless otherwise stated.

Included in the Adventure Cost

Accommodations and three meals a day. All entrance fees, permits as well as all local transportation including local flights if stated within the itinerary. The Bucketlist Lifestyle experts and/or local guides, Adventure coordinators who will lead the group throughout the day, and any other staff. As well as anything that is additionally stated in the itinerary for the adventure.

Not Included in Adventure Cost

Air transportation and related fees (except as indicated in the itinerary); activities noted as optional in the itinerary; passport, visa, and permit expenses; medical expenses and immunizations; baggage/accident/cancellation insurance; food outside of the three meals provided, gratuity and alcoholic beverages, personal expenses (eg. souvenirs); and any other items not specifically noted as included.

Payments, Cancellations, and Refunds

To reserve an Adventure, a 50% non-refundable **deposit** is required for Adventures that commence at least sixty (60) days in the future; final payment of the total amount due must be paid no later than forty five (45) days prior to commencement. Payments can

be made by credit card, PayPal, check, or wire transfer. A participant's reservation may be canceled if full payment has not been received at least forty five (45) days prior to departure. For reservations made within forty five (45) days of the commencement date, full payment is required when the reservation is accepted by The Bucketlist Lifestyle. All cancellation notices must be received in writing (via email), and will become effective and the date of email confirmation by The Bucketlist Lifestyle to confirm the cancellation. If a participant cancels after the deposit has been paid their is no refund.

If the Participant pays in full, only 50% of the payment is refundable up until forty five (45) days before the commencement date.

Any airline tickets issued are subject to the carrier's refund policy. Arriving late or leaving an Adventure in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of an Adventure. The Bucketlist Lifestyle reserves the right to cancel any Adventure because of inadequate enrollment that makes the Adventure economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the participants. If an Adventure is canceled prior to departure, the The Bucketlist Lifestyle will provide the participants with a full refund of money paid to The Bucketlist Lifestyle except in the event that the cancellation is due to a significant event that makes it infeasible to operate the Adventure as planned, in which case the The Bucketlist Lifestyle will provide the participants with a refund and/or credit toward a future Adventure equivalent to the amount paid to the The Bucketlist Lifestyle. If The Bucketlist Lifestyle cancels the Adventure in progress, the participants will receive a prorated refund based on the number of days not completed on the Adventure, Except as outlined above when The Bucketlist Lifestyle cancels an Adventure, The Bucketlist Lifestyle and the Adventure coordinator have no responsibility for any expenses, including any non-refundable expenses, incurred by the participants in preparing for a cancelled Adventure or for any additional arrangements should the participants embark prior to the scheduled group departure date.

Itinerary Changes

The itineraries and staff presented in the marketing materials or on the website are subject to modification and change by The Bucketlist Lifestyle. Every reasonable effort will be made to operate the Adventure as planned, but alterations may still occur after final itineraries are sent.

Documentation

Participants are responsible for obtaining any documents required for their participation in the Adventure such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the Terms and Conditions, and any extra costs incurred for rerouting due to travel without the necessary documents will be the participant's responsibility.

Health Requirements

Participants must be in good physical and mental health. Any physical condition, diet, or treatment requiring special attention must be reported in writing when the reservation is made. The Bucketlist Lifestyle encourages participants to consult a doctor for specific medical advice about any activities or destinations. Any prescribed medication must be taken during the trip for the health and safety of the trip. If any preexisting conditions exist that could potentially affect the health and safety of the group then it must be disclosed to The Adventure Coordinator before the commencement of The Adventure. of the trip then Certain Adventure may require that the participant obtain medical consent and/or proper travel medical insurance prior to departure as a condition of participation.

Medical Authorization and Coverage

In the event the participant becomes sufficiently incapacitated as to be unable to direct his or her own care, there is no one on the Adventure who can direct participant's care, and The Bucketlist Lifestyle is unable or does not have time to contact participant's emergency contact, the participant, by registering and paying a deposit for an Adventure, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to: X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, a duly licensed physician deemed competent to render the necessary care. Any financial liability that the participant incurs while incapacitated on the adventure is the sole responsibility of the participant.

Photography

The Bucketlist Lifestyle and the Adventure coordinator reserve the right to take photographs or videos during the operation of any Adventure or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation on an Adventure, the participant agrees to allow his/her likeness to be used by The Bucketlist Lifestyle-authorized third parties, and the Adventure coordinator without compensation to the participant. If the participant prefers that his/her

likeness not be used, he/she must notify The Bucketlist Lifestyle and/or the Adventure coordinator in writing prior to departure of the Adventure.

The participant grants to The Bucketlist Lifestyle a non-exclusive, worldwide, irrevocable license to use any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of The Bucketlist Lifestyle' travel programs, or promotion of the mission of The Bucketlist Lifestyle.

Assumption of Risk

By registering for a trip, the participant acknowledges that he/she is aware that traveling on such trip he/she is undertaking involves potentially dangerous activities, some in remote areas of the world, with a risk of illness, injury or death which. The participant further acknowledges these dangers and that medical services or facilities may not be readily available or accessible or consistent with standards in the participant's home country during some or all of the time during which he/she is participating on the trip and that when available may not be of the quality which exists in the participant's home country. By signing this document the participant accepts these risks and acknowledges that The Bucketlist Lifestyle and The Adventure Coordinator is not liable for any harm occurred during the Adventure.

Arbitration Agreement

(1) The Bucketlist Lifestyle and/or partner Adventure coordinator (collectively "Tour Provider"), and the participant agree that any and all disputes and claims that the participant and Tour Provider may have against the other that arise out of or relate to this Agreement and the trip, including the breach, termination, enforcement, interpretation or validity of this Agreement, including the agreement to arbitrate (the "Arbitration Agreement") and the scope or applicability of this Arbitration Agreement (collectively, "Disputes"), including but not limited to the arbitrability of any and all Disputes, and even if the events giving rise to Disputes occurred before this Arbitration Agreement became effective, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. The participant and Tour Provider agree to give up the right to sue in court. The participant and Tour Provider also agree to give up the right to have Disputes heard by a jury and the ability to seek to represent, in a class action or otherwise (see paragraph 9 of this Arbitration Agreement below). The only exceptions to this Arbitration Agreement are that (i) the participant and Tour Provider retains the right to sue in small claims court and (ii) the participant and Tour Provider may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

(2) This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.

(3) Any arbitration between the participant and Tour Provider will be conducted by the American Arbitration Association (the "AAA") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available online at adr.org, or by calling the AAA at +1 (800) 778-7879. The arbitration will be conducted by a single arbitrator. If the participant and Tour Provider cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement.

(4) If either the participant or Tour Provider wants to arbitrate a Dispute, the participant or Tour Provider must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the trip to which the Notice relates, and the relief requested. The participant's Notice to Tour Provider must be sent by email to the Tour Provider at (chase.thebucketlistlifestyle@gmail.com) The Bucketlist Lifestyle will send any Notice to the participant at the contact information the Tour Provider has for the participant or that the participant provides. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 90 days after the participant or Tour Provider sends a Notice to the other, the participant and Tour Provider may try to reach a settlement of the Dispute. If the participant and Tour Provider do not resolve the Dispute within those first 90 days, either the participant or Tour Provider may initiate arbitration in accordance with the rules and procedures provided for by the AAA. A form for initiating formal arbitration may be found on the AAA's website at adr.org ("Arbitration Form"). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, the participant must send a copy of this completed Arbitration Form to Tour Provider at the address listed above to which the participant sent the Notice of Dispute.

(5) AAA charges fees to conduct arbitrations. The claimant has to pay that fee to start a case. If the participant is seeking to recover \$5,000 or more, the

participant will have to pay the filing fee charged by AAA, but the Tour Provider will reimburse that fee if the participant wins the arbitration.

(6) If the participant is seeking to recover \$5,000 or less, AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the participant or Tour Provider may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither the participant nor Tour Provider request one, the claimant will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$5,000, the manner and place of the hearing will be determined in accordance with the AAA Rules.

(7) Regardless of how the arbitration proceeds, the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

(8) The participant and Tour Provider may incur attorneys' fees during the arbitration. In addition to whatever rights the participant may have to recover the participant's attorneys' fees under Applicable Law, if the participant prevails in the arbitration, and if Tour Provider failed to make a settlement offer to the participant before the arbitration or the amount the participant wins is at least 25% greater than Tour Provider's highest settlement offer to resolve the Dispute, then Tour Provider will pay the participant's reasonable attorneys' fees in addition to the amount the arbitrator awarded. If Tour Provider wins the arbitration, the participant will be responsible for the participant's own attorneys' fees as well as the Tour Providers attorney and arbitration fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a Dispute or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by Applicable Law.

(9) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not order Tour Provider to pay any money or take any actions with respect to persons other than the participant, unless Tour Provider explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. THE PARTICIPANT AND TOUR PROVIDER AGREE THAT EACH MAY BRING

CLAIMS AGAINST THE OTHER ONLY IN THE PARTICIPANT'S OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. Further, unless Tour Provider agrees, the arbitrator may not consolidate other persons' claims with the participant's, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void, but the rest of this Agreement, including the provisions governing where actions against Tour Provider must be pursued, will remain in effect.

(10) The participant and Tour Provider agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

I agree to the following Terms of Condition outlined in the following document.

Signature: _____ Name in Print: _____

The Bucketlist Lifestyle

By signing your name above you have agreed to enjoy the best adventure of your life..... (Add a bit more)

(Add Logo)