



## ACE TRAVEL PROS DISCLAIMER AND RELEASE

Updated 11/1/2022

### TRAVEL PROTECTION (INSURANCE) :

Your trip is a significant investment, and **we recommend the purchase of travel insurance**. If you choose to decline this valuable protection, you are assuming any financial loss associated with your travel arrangements. By declining to purchase travel insurance you fully understand that your travel agent is not liable or responsible for any expenses incurred as a result of cancellation or interruption, emergency medical and transportation, baggage and personal effects, flight and travel accident, and/or rental car physical damage. I have been informed of the cancellation policies for our travel services and have been made aware of the benefits of travel protection. Please call me with any questions or concerns.

\*If you have already purchased travel insurance, please just acknowledge this information and your purchase will be confirmed by us to make sure you are covered.

### TRAVEL DISRUPTIONS :

By checking this box, you are acknowledging you requested *ACE Travel Pros* to make one or more travel bookings on your behalf. As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which Agency has no control.

I further acknowledge that the supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, I understand that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances.

### ACE TRAVEL PROS DISCLAIMER AND RELEASE - INCLUDING COVID19 RELEASE :

Before we make or finalize arrangements for your trip, we require that you sign below or click "I Agree" on our website. Your signature or click will signify your agreement with the following terms and conditions:

**1. Health and Other Hazards :** You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. *ACE Travel Pros* assumes no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses. *ACE Travel Pros* has no special knowledge of

dangers during travel or at destinations. For information related to such dangers, *ACE Travel Pros* recommends going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, *ACE Travel Pros* recommends going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on "Destinations", and scroll to the name of the destination country.

**2. Rules of Travel Suppliers and Governments :** *ACE Travel Pros* has no responsibility for COVID-19 related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to the CDC's website for the latest on travel protocols. For latest travel supplier requirements, check the supplier's home page. As the Worldwide COVID-19 coronavirus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which Agency has no control.

I further acknowledge that the supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event.

**Also note**, if you have any criminal background, warrants, owe child support, owe taxes, etc., and you are denied by the airline and/or cruise line because of background issues, *ACE Travel Pros* is not liable. If you book this vacation, you will not receive a refund and *ACE Travel Pros* will not be held responsible for you not being able to enter into another country. It is your responsibility to know whether you can travel.

By signing below, I hereby agree to hold *ACE Travel Pros* harmless and release it from any and all liability for any damages, including but not limited to monetary losses, I may incur as a result of such interruption or cancellation of these travel plans.

**3. Financial Condition of Travel Suppliers :** *ACE Travel Pros* is not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. *ACE Travel Pros* has no special knowledge regarding the financial condition of the suppliers, and *ACE Travel Pros* has no liability for recommending a trip credit in lieu of a refund.

**4. Rebooking :** If requested, *ACE Travel Pros* will assist with obtaining any refunds due or rebooking trips using future credits, but *ACE Travel Pros* will charge a nonrefundable fee for such services.

**5. Insurance :** For your protection, *ACE Travel Pros* strongly recommends that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a 'cancel-for-any-reason' policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. Also, note that if you purchase a non-refundable rate vacation from a supplier, insurance will NOT cover that. You agree to hold *ACE Travel Pros* harmless for your election not to purchase travel insurance or for any denial of claim by travel insurers as it relates to COVID-19 or any other claim under the policy.

**6. RELEASE:** YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN THE PARAGRAPHS ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD *ACE TRAVEL PROS*, AND ANY AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

**7. Claims Deadline and Exclusive Jurisdiction :** You agree to present any claims against *ACE Travel Pros* within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Jefferson County, Colorado will be the exclusive jurisdiction for all claims brought by you or *ACE Travel Pros*, and you hereby submit to the personal jurisdiction of those courts.

**PLEASE CONFIRM THAT YOU HAVE RECEIVED AND AGREE TO THESE TERMS AND CONDITIONS.**

**CONFIRMATION OF VACATION INFORMATION :**

**I confirm that I have reviewed my booking for accuracy, including, but not limited to, spelling of names, dates of travel, and any other pertinent travel information provided by me to *ACE Travel Pros*.**

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**Signature**

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**Date**