

## Terms and Conditions for Experience Olympic Tours

This Customer Agreement governs all services by Experience Olympic LLC (“Experience Olympic”) provided to individuals booking their own tour. Please read the following terms and conditions carefully before beginning your tour. By participating in a tour with Experience Olympic you agree to be bound by these terms and conditions.

**Payment:** Your payment is due at the end of the tour. No deposit is required for one-day tour.. If you are booking multi-day tours, Experience Olympic requires a 10% nonrefundable deposit. To pay the deposit, we can process a credit card payment but prefer a personal check sent to Experience Olympic, 306 West 3<sup>rd</sup> Street, Port Angeles WA 98362.

**Olympic National Park Entrance Fee:** Experience Olympic does not cover entrance fee costs. If you already have a National Parks and Federal Recreational Lands Pass, please bring it along with your photo identification. National Parks and Federal Recreational Lands Pass types are described at [www.nps.gov/planyourvisit/passes.htm](http://www.nps.gov/planyourvisit/passes.htm). If you don’t already have one of these passes, please be sure to bring a credit card for the entrance fee.

**Cancellation:** If you do not cancel your tour at least 30 days before your reserved tour begins and the reason is not due to illness or injury (see Force Majeure), Experience Olympic may charge a cancellation fee of \$300. If you cancel your tour at least 30 days before your reserved tour date or Experience Olympic cancels your tour, there is no cancellation fee.

**Modification:** Experience Olympic reserves the right to modify or substitute a tour at its discretion without prior notice to you, such as, but not limited to, when our planned destination is closed due to government shutdown, road access, or safety considerations.

**Youth:** All youth under the age of 18 must have a parent or guardian with them.

**Safety:** Experience Olympic reserves the right, at its discretion, to cancel the remainder of a tour if any tour participant does not follow verbal instructions from Experience Olympic staff. Tour participant(s) who are not with Experience Olympic staff during any portion of the tour must opt out of the tour during the applicable time period by signing the Experience Olympic *Opt Out Form*, available at <http://experienceolympic.com/forms>.

**Force Majeure:** If either party is prevented, hindered, or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control, such as sickness or injury, the parties will be excused from any further performance or observance of their obligations. The party affected by a Force Majeure event shall advise the other party as promptly as possible.

**Arbitration:** Any controversy or claim arising out of or relating to this Agreement or any services provided by Experience Olympic to you shall be submitted to binding arbitration to be conducted in Clallam County, Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the case of any dispute or non-payment of any amounts due, amounts past due will bear an interest at a rate of 1.5% per month or the highest legal rate then allowed if lower than 1.5%, and you will pay Experience Olympic for its staff time and expenses, and damages. The prevailing party in the dispute – determined by the arbitrator – will be entitled to costs and reasonable attorneys' fees. Final decisions of the arbitrator will be binding and enforceable without further legal proceedings in court, provided that any party may enter judgment upon the award in any court having jurisdiction.

**Choice of Law:** This Agreement and the services provided under this Agreement will be governed by the laws of the Washington State as applied to an agreement entered into between residents of that state.

**Venue:** The parties will resolve any dispute in Clallam County, Washington, or the Western District of Washington.

**Limited Liability:** The liability of each party to the other for any claim arising out of or related to this agreement, including without limitation claims for negligence or breach of contract, will not exceed the total cost of the service provided, unless the cost arises under the preceding arbitration clause. In no event will either party be liable to the other for any consequential, indirect, special, incidental, or punitive damages even if advised of the possibility of such damages and even if the damages were foreseeable. The limitations in this section do not apply to acts of gross negligence or to damage claims for personal injury, or for attorney's fees and other litigation costs either party becomes entitled to recover.

**Severability:** If any portion of this Agreement is determined to be invalid, illegal, or unenforceable, all other conditions will remain effective.