

Panama Group Trip Contract

PLEASE READ THIS AS IT CONTAINS YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE CONTACT US IMMEDIATELY IF YOU HAVE QUESTIONS.

Please thoroughly review these terms and conditions of the Poppin in Panama Group Trip with Passport Poppin, LLC.

The booking passenger, (also referred to as "addressee" and as "passenger" throughout this contract), by reviewing and signing this contract and making payment(s) to Passport Poppin, LLC, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel-related services.

By booking and participating in this group trip, you agree to photo release. Any pictures or videos taken of you by Passport Poppin, LLC staff will be used in future promotions.

BOOKING ACCURACY/LEGAL NAMES:

Passenger is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify Passport Poppin, LLC immediately after receiving booking information if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names.

It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

Passengers must book their own flights separately and submit their flight itinerary no later than 2 weeks prior to the vacation start date so that airport transfers can be confirmed.

TRAVEL DOCUMENTS & COUNTRY ENTRY REQUIREMENTS:

Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases Passport Poppin, LLC from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. Passport



Poppin, LLC recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current documentation requirements.

Suggested reference materials for passport, visa, health requirements as well as travel advisories:

For US Citizens:

http://travel.state.gov

Western Hemisphere Travel Initiative

US State Department Travel Warnings

US State Department Travel Alerts

CDC for Required Vaccinations

Visa Info for US Citizens

(examples of countries requiring Visas: Australia, Brazil, China, Egypt, India, Russia, & Turkey)

COVID Travel Requirements to Panama: This information is taken from the Panama travel website <u>here</u>. Updated as of Sept 27, 2021.

Visitors from all countries are welcome to visit Panama, however, there are specific requirements for VACCINATED VS UNVACCINATED travelers.

All travelers from USA (vaccinated or not): Must complete the Electronic Health Affidavit and present the confirmation (in physical or digital form) to their airline or carrier BEFORE boarding to Panama. Complete that form here.

Unvaccinated travelers from the USA:

- Will have to present a negative COVID-19 test for entry.
- Will be required to quarantine for 72 hours in an government authorized hotel, and the cost
 of the stay must be fully covered by the traveler. Passport Poppin will not cover the
 cost of this. Authorized hotels: Westin Panama, Holiday Inn at the Panama Canal, Mio
 Hotel Group, The Santa Maria, a Luxury Collection Hotel, Sortis Hotel, Wyndham Panama
 Albrook Mall, Bristol Hotel, Westin Playa Bonita

Vaccinated travelers:

 Do not have to present a negative COVID-19 test for entry as long as they can provide physical or digital proof of a complete vaccination scheme endorsed by the WHO, EMA and FDA, equal to or greater than 14 days after the last dose.



 Do not have to do the mandatory 72 hour quarantine as long as they can show proof of vaccination.

Returning to the USA: A Covid test is provided on a specific day in the itinerary. If you cannot make it then you will have to pay for your own COVID test to return to the states.

PAYMENTS:

Passport Poppin, LLC accepts Visa, American Express, Discover, and Mastercard, Paypal and Zelle. Price is based on occupancy. Single Occupancy: \$1835 and Double occupancy: \$1520. If you choose double occupancy as a solo traveler, you will share the room with another solo traveler. If you would not like to room with a new person, then choose the single occupancy option.

A non-refundable service fee in the amount of \$250 is included in the package pricing. A choice of payment in full or payment in installment is offered and reservations will be held until "Paid In Full Due Date" which is Dec. 10, 2021. After the initial payment, if final payment is not received by Passport Poppin, LLC on or before the Paid In Full Due Date, reservations are automatically canceled and payments made will be forfeited. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Without limitation, Passport Poppin, LLC will not be held liable by Passenger(s) for cancellation of any booking for either late payment or the declining of a credit card.

You will be emailed a PayPal invoice after sending in the deposit. You will be reminded monthly to make a payment until the pay in full due date on Dec. 10, 2021.

ACCOMMODATIONS AND ACTIVITIES:

"Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, timeshares, campgrounds, and resorts.

a. Accommodation classifications

The number of stars attributed to the hotels and other providers of accommodations quoted by Passport Poppin, LLC corresponds to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the "star" designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers.



b. Taking possession of and vacating your room

Check-in time is 4:00 pm and check-out is at 11:00 am. Passport Poppin, LLC is not responsible for any charges and damages resulting from your failure to take timely possession of or vacate your room.

c. Meals

Hotel reservations that state "all-inclusive" refer to the inclusion of accommodations, breakfast, lunch, dinner and normal drinks (mineral water, fruit juice, sodas, wines, alcohol). W Hotel is not an all-inclusive hotel. There is breakfast daily and a \$40 dinner credit per person included in the package price.

d. Activities offered during your stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. Passport Poppin, LLC may not be held liable in the event of an accident, death, sickness, loss of property, or otherwise unfortunate event.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PASSPORT POPPIN, LLC SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

e. Pregnant women

Passport Poppin, LLC advises pregnant women to consult with their doctors before making any reservation, in order to confirm that it is appropriate for them to participate in the trip. You agree that Passport Poppin, LLC will not be liable for any damages arising from inability to participate in any or all of the trip due to pregnancy or a related illness and no compensation will be payable under such circumstances.

f. Travelers with special needs or disabilities

If you have special needs or a disability you must call the provider of your accommodations ahead of time and verify that special needs can be met. Passport Poppin, LLC makes no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. Passport Poppin, LLC has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the



suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

CANCELLATION POLICIES:

All cancellations or no-shows are non-refundable. Reservations are made for specific dates and cannot be adjusted or altered. Upon making the booking, Passenger(s) hereby accepts & acknowledges liability for all cancellations.

LIMITATION OF LIABILITY: Without limitation, Passenger(s) assume the risk of, and agree that Passport Poppin, LLC is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

If travel not permitted to Panama at the time of the trip due to COVID or weather-related disasters, the trip will be cancelled by Passport Poppin and a refund minus the non-refundable deposit and \$130 Passport Poppin service fees will be issued to you.

ADDITIONAL CHARGES AND TRAVEL PROTECTION

Passenger acknowledges that upon check-in there may be a daily resort fee, eco tax, or other charge required by the hotel. Passport Poppin, LLC is not responsible for any of these charges and are due by the Passenger at check-in.

Travel Protection/Insurance: This is NOT included in the package price. All sales are final and there will be no refunds. Travel insurance is HIGHLY recommended. Compare and purchase travel insurance plans here. Passport Poppin may receive a small payment for using this link. Passport Poppin's partnership with Travel Insurance Master does not confirm your receipt of benefits from their insurance policies.

MANDATORY ARBITRATION / FORUM / CHOICE OF LAW: The Parties (booking passenger) hereby agrees that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the District of Columbia. The Parties agree that the arbitration shall take place in Washington, DC and will be conducted by a



single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against Passport Poppin, LLC. If Passenger(s) fails to submit their claim to arbitration and instead files suit, Passport Poppin, LLC shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking a referral to arbitration. Passenger(s) and Passport Poppin, LLC agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.