

## TRIP PARTICIPANT AGREEMENT

This agreement ("**Agreement**") is being entered into as of \_\_\_\_\_, ("**Effective Date**") between \_\_\_\_\_ (the "**Participant(s)**"), and True Hope Travel Consultants, Inc. ("**THT**"), for the purpose of taking a trip ("**Trip**") to Israel and any other countries that become necessary in the course of conducting the Trip, commencing on April 16, 2020 and concluding on April 26, 2020. The Participant and THT ("**Parties**") enter into this agreement for the sole purpose of conducting the Trip.

THT has arranged for the flights, ground transportation, guides, hotels, morning and evening meals, and entrance to various sites ("**Trip Services**") by engaging travel operators ("**Operators**") in Israel and in the USA to provide Trip Services. THT has also arranged for the personal services of Harvey Friesen to act as group coordinator and scriptural guide throughout the course of the Trip. Should Mr. Friesen be unable to attend for some unforeseen reason, someone of similar abilities will fulfill his role.

### Payment Plan ("**Payment**")

- Israel Trip Cost Per Person, without Travel Insurance \$4,475
  
- Payment Plan Per Person (**All Payments are Non-refundable after September 15, 2019**)
  - September 1, 2019 – Trip Deposit \$100
  - September 15, 2019 – 1<sup>st</sup> Trip Payment \$1000
  - November 1, 2019 – 2<sup>nd</sup> Trip Payment \$1000
  - January 1, 2020 – 3<sup>rd</sup> Trip Payment \$1000
  - February 1, 2020 – 4<sup>th</sup> Trip Payment \$1000
  - March 1, 2020 – Final Trip Payment \$375

### Items included in the price of the trip ("**Inclusions**")

- Round trip flights from Dallas or other designated departure city to Amman, Jordan returning from Tel Aviv Ben Gurion Airport
- Meeting and Assistance at Tel Aviv Ben Gurion airport on arrival & departure
- Escorted group transfers from/to Tel Aviv Ben Gurion airport on arrival/departure
- 9 nights Hotel Accommodation
- 9 Breakfasts and 9 Dinners at the Hotels
- 8 days sightseeing with bus, driver and English speaking guide
- Luggage Porterage at all hotels upon arrival
- Entrance fees as per our itinerary
- Tips and Gratuities

### Items NOT included in the price of the trip ("**Exclusions**")

- Lunches.
- **Trip Insurance is not included, is optional, and must be purchased separately.**
  - **THT strongly recommends that Participants purchase travel insurance covering trip cancellation or interruption and medical/evacuation insurance.**

Participant Initials \_\_\_\_\_

- Travel to and from your USA home residence to Dallas International Airport.
  - NOTE: If your departure city is different than Dallas, this applies to you for departing and returning to your initial City of Departure. For Example if you are leaving from and returning to Los Angeles, you are responsible to make your own way to and from Los Angeles, California or book your flight directly with True Hope Travel Consultants, Inc. and meet the group in Israel.
- Anything that is not mentioned above in the Inclusions.
- The Participant agrees to pay for the Trip per the Payment Plan. Failure to pay by this schedule in full will cause the Participant to forfeit their spot on the Trip and lose all payments previously made to THT.

**Removal.** THT reserves the right to remove a Participant from the Trip if a Participant violates state or federal law, or becomes belligerent towards any members of the group, guides, leaders and/or Operators, or disrupts the normal execution of the trip. The removed Participant is responsible for the additional expenses incurred with returning home.

**Mediation/ Arbitration.** The parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall first be addressed by Biblically-based mediation and, if necessary, move to legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

**Modification.** This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party that expressly states the sections of this Agreement to be modified; no other act, usage, or Participant will be deemed to amend or modify this Agreement. Each party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section.

**Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado without regard to its choice of law provisions. Disputes shall be settled by Mandatory Binding Arbitration as set forth in this Agreement and such Arbitration award or decision may be entered as a Judgment in the federal or state courts of Colorado.

**LIMITATION OF LIABILITY.** THT IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND. THT'S LIABILITY TO PARTICIPANT ON ACCOUNT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED THE TOTAL AMOUNT OF PAYMENTS MADE BY PARTICIPANT LESS

Participant Initials \_\_\_\_\_

THE VALUE OF ANY SERVICES RECEIVED BY PARTICIPANT. THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT.

THT is acting only as an agent for the Operators and is not a principal or operator for the subject services. THT reserves the right to cancel or alter any itinerary as conditions may dictate including but not limited to changes with flights, hotels, bus operators, guides and any other Trip Services. Changes may be made in the best interest of the Participant and/or the group, or as a result of circumstances beyond THT's control. **THT reserves the right to cancel the TRIP prior to departure in the event of such circumstances. In the event this occurs after final payment, all deposits and payments will be refunded in full to the extent that refunds are available from the various Operators. THT encourages all Participants to obtain appropriate trip interruption and cancellation insurance.** THT is not responsible for the actions of Independent Operators or expense due to delays caused by weather, mechanical problems or other circumstances beyond THT's control.

**Indemnification.** To the fullest extent of the law, Participant agrees to indemnify, defend and hold harmless THT, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with any act or omission of Participant in his/her obligations as contemplated by this Agreement.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**Assignment.** The Participant may not assign or transfer any rights or obligations under this Agreement without the prior written consent of THT.

**Notices.** Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party at the address listed on the signature page, by hand, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving written notice of such change to the other Party.

**Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters.

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The parties have caused this Agreement to be executed as of the Effective Date.

\_\_\_\_\_  
Trip Participant Printed Name

\_\_\_\_\_  
Trip Participant Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Harvey Friesen  
True Hope Travel Consultants, Inc.  
PO Box 429  
Lafayette, CO 80026

\_\_\_\_\_  
(Date)

Participant Initials \_\_\_\_\_