

Legal Notice

Liability and Responsibility - Each Traveler should read carefully the following conditions. Making a reservation and submitting DPRK visa application shall be deemed the Traveler's consent to the terms and conditions outlined below.

New Korea Tours at 1733 Aspen Glen Dr., Hamden, CT 06518 including any of its owners, agents, representatives, associates or employees, hereafter known as the **Travel Agency**, acts solely as an agent for the **Traveler**. All services, including but not limited to hotel accommodations, restaurants, excursions, air and ground transportation are provided by contractors who are independent from, and who do not act for or on behalf of, as agents of, or in joint ventures with the New Korea Tours. The Travel Agency has no responsibility whatsoever in whole or part for any occurrences including but not limited to any delay, loss, accidents, personal injury, sickness, medical expenses, or property damage occasioned by fault or negligence of any person, employee or company entrusted with the performance of such service from whatever cause. The Travel Agency has no responsibility for the loss of, or damage to Traveler's luggage, money, jewelry, valuables, or any other belongings whatsoever and howsoever caused. The Travel Agency expressly disclaims any and all liability for Traveler's damages for emotional distress, mental suffering, or psychological injury of any kind, under any circumstances whatsoever. The Travel Agency has no responsibility whatsoever in whole or part and Traveler agrees to hold the Travel Agency harmless for any and all liability or claims for any occurrences including but not limited to any delay, loss, accidents, personal injury, sickness, medical expenses or property damage occurring on New Korea Tours, including any of its owners, agents, representatives, associates or employees, to the extent permitted by Alabama law.

Certifications and Acknowledgements - By signing below as Traveler, I certify that I am in good health, am able-bodied, and will manage my own person without requiring the assistance of others in all aspects of traveling with the New Korea Tours, including being responsible for my own baggage when traveling. I acknowledge that it is my responsibility to be on the airplane, or any other required mode of transportation by the designated time. If I fail to board in a timely manner, I acknowledge that I will bear all expenses incurred by me and hold the New Korea Tours, its principals, agent, and employees, harmless from all liability therefore. I acknowledge that I am responsible for all passports, visas, and other travel documents required for my travel with the New Korea Tours, including those required for air travel. I also agree to obey all rules and instructions issued by the leaders designated by the Travel Agency in preparation for and during the trip.

Journalism - We are very concerned that we do not endanger our Korean guides who as well as giving you an insight into the DPRK society are responsible for your conduct on tour. The group will be monitored by authorities other than our guides and if there is a problem it is our guides who will receive repercussions. Obvious examples are leaving the hotel unescorted, taking photographs without the guides' permission, not seen to be respecting the Korean people and their history. We ask all Travelers to consider their behavior - remembering North Korean society is NOT in any way similar to the West or even China.

We also insist you do not publish photographs or articles after your tour. The Travel Agency therefore requires Traveler agree not to publish any material with reference to your tour in DPRK without our express permission in writing. The Travel Agency cannot issue journalists with tourist visas to DPRK and all Travelers can travel to DPRK for tourism purposes only. The Traveler understands that violation of this agreement could lead to prosecution.

Insurance – The Travel Agency cannot be held responsible for any mishap to yourself or your property and in particular any consequence or effects of flight/train cancellation/delay, robbery, sickness, Government intervention or other such happenings. You are requested to insure yourself against any possible risk that may occur and in particular to ensure that sufficient insurance has been obtained. It is yours responsibility to obtain travel insurance coverage which must include adequate cover for baggage, medical expenses and the cost of repatriation should you become too ill to continue. The Travel Agency can assist you with obtaining of such Travel Insurance.

Any claims must be directed to your insurers. If Traveler has a medical condition which may affect your health or safety in North Korea you must inform us before departure.

Payments - A deposit of \$200.00, paid with check, money order or major credit card, is required when booking the tour. A partial payment of \$500.00 for budget/mini group tours, \$1,000.00 for short group tours (up to 6 nights) and \$1,500.00 for long (7 nights and longer), exclusive group and all independent tours, paid with check, money order or major credit card, is due at least 40 days prior to the tour's start date. The remaining balance is due at the pre-tour meeting in our Beijing office one day prior to your departure to DPRK paid in cash or travelers checks only. It is possible to pre-pay your tour in full in advance.

ALL BANK CHARGES TO BE PAID BY REMITTER - THE AMOUNT CREDITED TO OUR ACCOUNT WILL BE TAKEN AS ACTUAL TOUR PAYMENT SO PLEASE BE AWARE OF ALL TRANSACTION FEES THAT MAY BE CHARGED.

Cancellation or Changes – A deposit of \$200.00 is refundable with \$30.00 refund processing fee. The deposit becomes non-refundable 45 days prior to the tour's start date if the Traveler cancels himself. In case of very unlikely event if the Travel Agency cannot arrange visas or for whatever reason it is not possible to travel to DPRK at the specified time (or you cannot make rescheduled dates) the Travel Agency shall have the right to cancel the travel event and full refund will be made without interest. Such refund shall be the Travel Agency 's only responsibility and the Travel Agency will not be liable for any expenses and hardships you could incur while getting to or from Beijing. Unfortunately, we will not be able to compensate you for your travel expenses to or inside China. The right is reserved by the Travel Agency to make any changes, including itineraries, schedules, programs and hosts, with or without notice as necessary. The Travel Agency reserves the right to accept or decline any person as a member of the group traveling at any time. Should the Traveler wish to cancel after deposit has been paid within 40 days period before the tour's departure date, charges imposed by North Korean side on the Travel Agency will be paid out of Traveler's deposit with the balance being returned to the client minus \$100.00 processing fee. Please be sure that you will definitely be joining the tour when you send your second deposit and application details.

Changes of departure date, tour length, names, etc. can be made free of charge, but not later than 40 days prior to the tour's departure date. Within 40 days before departure

date the Travel Agency can not guarantee that the modified itinerary will be honored, but will make every effort to accommodate your needs.

The Travel Agency reserves the right to cancel any Traveler for non-compliance with the payment schedule and the cancellation fee will be charged according to this cancellation policy.

Disputes and Claims - Any claim or dispute by the Traveler with the Travel Agency arising out of or relating to this contract or services pursuant to this contract shall be settled by binding arbitration in accordance with the rules then in effect adopted by the American Arbitration Association. Such arbitration shall take place in the state of Alabama, applying Alabama law, without regard to conflicts of laws provisions. A request for arbitration must be filed within six months from the Traveler's scheduled departure date.

Video Tape/Photographic Release - The Traveler agrees to participate in promotional, publicity, or merchandising pictures or videos of the Travelers during this tour. The Traveler hereby authorizes the reproduction, sale, copyright, broadcast and /or distribution of said video tape, sound recording and pictures without limitations. The Traveler further agrees and releases the New Korea Tours, their representatives and agents from any liability, loss, expense or claims arising from distribution, broadcast, sale or use of his/her likeness or voice. If a Traveler desires not to be included in any promotional tapes and pictures, he or she may notify the Travel Agency in writing before the departure date of the event. The Travel Agency will then attempt to exclude from promotional materials those Travelers who have written and signed such a request, but no guarantees can be made by the Travel Agency that the Traveler will not be included in promotional materials.

Acknowledgement

I have read, understand and agree to the terms and conditions, liability, responsibility, payment schedules, deposit policy, cancellation policy, and video/photographic release as written here. The Travel Agency has offered me travel insurance and trip cancellation insurance. I understand this reservation request form becomes a contract upon receipt by the Travel Agency with my initial deposit. This contract represents the entire agreement of the parties hereto, and cannot be modified by oral statements. This contract is enforceable under the laws of the state of Alabama. Should any provision of this contract be deemed unenforceable for any reason, it shall be severable from the remaining provisions of the contract, and such severance shall have no effect upon the remaining provisions of the contract, which shall remain enforceable in full. If the undersigned Traveler fails to meet the outlined deposit/payment schedule, the Travel Agency reserves the right to cancel this reservation and assess the cancellation fee as outlined above. I also acknowledge that specific tour itineraries, hosts and schedules are subject to change with or without notice.

Name _____

Signature _____

Address _____

Date: _____

Original is presented to client for signature shortly after initial booking is made.