IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING WITTE ASSOCIATES, INC.'s WEBSITE OR SERVICES.
TERMS AND CONDITIONS

CONSENT TO TERMS AND CONDITIONS: Access to and use of the services of Witte Associates, Inc. dba Witte Travel & Tours ("Witte" and/or "our") and our website is subject to acceptance of these terms and conditions ("Terms and Conditions"). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the purchaser and/or traveler and/or participant ("you/your") agree to be bound by these terms. PLEASE READ THE TERMS AND CONDITIONS BEFORE USING THIS WEBSITE OR USING OUR SERVICES. If you do not accept all of these terms, then please do not use our services or our website. These terms and conditions govern the relationship between Witte and you. These terms restrict your rights and remedies and provide protection to Witte. These also include warranty disclaimers and liability exclusions. By using this website, you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can easily choose to not use this website or Witte's services. IF ANYTHING IS IN THESE TERMS AND CONDITIONS, INCLUDING WARRANTY DISCLAIMERS AND LIABILITY EXCLUSIONS, THAT YOU DISAGREE WITH OR ARE NOT WILLING TO BE BOUND BY, OR IF SOMETHING IS MISSING FROM THESE TERMS AND CONDITIONS THAT YOU CONSIDER ESSENTIAL, THEN YOU MUST NOT USE THIS WEBSITE OR OUR SERVICES. No alterations to these terms and conditions may be made by any Witte employee, representative or agent, unless in writing by an authorized officer of Witte.

General Data Protection Policy. We collect personal data, including, but not limited to legal name, gender, date of birth, passport information, dietary needs, and mobility concerns for the purpose of making travel arrangements on your behalf. We share this information with suppliers as it relates to the operation of your trip/tour. By signing the registration form/agreeing to the terms in TRIP, you agree to sharing your personal data for the purpose of making travel agreements on your behalf.

The cost of your tour includes:

Land transportation. A deluxe air-conditioned motorcoach is used for transfers, excursions, and travel between cities. Because motorcoach travel is restricted in many European cities, sightseeing is often done on foot or via public transportation.

Accommodations in moderate first-class to standard first-class hotels based on two people sharing a room with private facilities. When hotels in these categories are not available, top-quality superior tourist-class properties are selected. **The supplement for single accommodations is $810.** If you register alone but want a roommate, we will do our best to assign one. Shared accommodation bed configurations vary by destination. Separate twin beds cannot be guaranteed. If a single room must be assigned to any member of the group for any reason, even if it is at the last minute or while on tour, we will need to charge the single supplement. Changes in rooming arrangements requested by the participant 45 or fewer days prior to departure may result in additional charges.

Meals. Breakfast daily and dinners as indicated in the itinerary. Dinners do not include beverages.

Tour Personnel. A multi-lingual tour manager to accompany the group from arrival in Warsaw until departure from Prague. The tour manager will be assisted by local guides as needed. Keith Cole and Katie Lockwood will accompany the group as logistics coordinators.

Sightseeing and admission fees in accordance with the itinerary.

Performance shirt with a custom logo to wear during concerts.

Handbell equipment, including handbells provided by Schulmerich.

Tipping and taxes are included for all services, including the tip for the tour manager and motorcoach driver.

The tour cost does not include passports, flights, ETIAS Authorization required to visit Schengen countries, porterage of luggage, optional travel protection plan including luggage and trip cancellation coverage, optional excursions, independent meals, and any other items not mentioned as included.

Optional travel protection. Witte recommends that you purchase a travel protection plan. For your convenience, Witte Travel offers a travel protection plan designed by Travelex Insurance Services. This plan is not available for residents of NY and WA. Please contact us for other plan options. This travel protection can be purchased at any time prior to making the final payment for your tour. **To be eligible for the waiver of pre-existing medical condition exclusion, the protection plan must be purchased within 21 days from the time you make your initial trip deposit, provided you are medically fit to travel at the time of purchase. The pre-existing medical exclusion applies to you, your traveling companion(s), and traveling family member(s). For all traveling companions to benefit from the pre-existing condition waiver, each must enroll in travel protection within 21 days of initial deposit and meet qualifications for the pre-existing condition waiver.** The plan cost for the travel protection plan that applies to your tour will be noted in your brochure and on the registration form. It may be necessary to increase the trip cost insured on the travel protection plan if you purchase additional services and/or upgrade any arrangements. This could increase the plan cost of the travel protection plan. This travel protection plan is refundable during the 21-day (30 day for IN, NH, and UT residents) review period following the purchase of the plan; as long as you have not departed on your trip or plan to file a claim.

Schedule of Coverages	**Maximum Coverage Amount** (up to the limits shown below)
Trip Cancellation	100% of Insured Trip Cost
Trip Interruption	150% of Insured Trip Cost
Trip Interruption - Return Air Only**	$750
Travel Delay (6 hours)	$750 ($150/day)
Missed Connection Air & Cruise Only (3 hours)	$750
Baggage & Personal Effects	$2,000
Baggage Delay (12 hours)	$250
Sporting Equipment Delay (8 hours)	$ 600
Emergency Medical Expense***	$50,000
Emergency Dental Expense***	$500
Emergency Evacuation and Repatriation	$250,000
Accidental Death & Dismemberment	$25,000
Exposure & Disappearance	$25,000
24 Hour Travel Assistance*	Included

*Travel Assistance Services are provided by the designated provider listed in the Policy.

**Trip Interruption and Trip Interruption - Return Air Only cannot be combined for residents of CT, IN, KS, MO, MT, & VT.

***The following states have a $50 deductible: CT, IN, KS, MO, MT, & VT

Maximum trip length allowed is 90 days. Coverage and rates may vary by state. Rates are subject to change. The product descriptions provided here are only brief summaries and may be changed without notice. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. Prior to purchasing, you may view/download the Policy based on your state of residence at: http://policy.travelexinsurance.com/381ZA-0924. Insurance coverage underwritten by Zurich American Insurance Company (NAIC #16535, state of domicile: New York), 1299 Zurich Way, Schaumburg, IL 60196. Coverages available to residents of U.S. States (excluding NY and WA) and the District of Columbia only. Certain coverages are not available in all states.

The purchase of this product is not required in order to purchase any other travel product or service. Your travel retailer might not be licensed to sell travel insurance and will only be able to provide general information about the product. An unlicensed travel retailer may not answer questions about the terms and conditions of the insurance offered and may not evaluate the adequacy of your existing insurance coverage. The products being offered provide insurance coverage that only applies during your covered trip. You may have insurance coverage from other sources that provide similar benefits but may be subject to different restrictions depending upon the coverage. You may wish to compare the terms of the travel policy offered through Travelex with any existing life, health, home and automobile insurance policies you may have. If you have questions about your coverage under your existing insurance policies, contact your insurer or insurance agent or broker.

Documentation: Passports, Visas, and Travel Consent for Minors. All U.S. citizens are required to have a valid passport book to travel internationally. If you already have a passport book, check its expiration date now since the countries visited on this tour require passports to be valid for at least three months beyond the traveler's intended return date. If your passport is due to expire earlier, you will need to obtain a new one. **If you do not have a passport book or need a new one, apply as soon as possible as processing times can take time.** If you plan to visit other countries on your own, contact Witte for any special requirements. **Effective beginning 2027, US citizens do not need a visa to visit Schengen countries but must obtain ETIAS Authorization via the ETIAS online application process, before travel.** When applying using the official ETIAS website, https://travel-europe.europa.eu/etias, you will be charged a fee of EUR 20. Applicants who are under 18 or over 70 years of age are exempt from this payment. All non-U.S. citizens should contact Witte for their special requirements. We will check the requirements for non-U.S. citizens at the time they register and again approximately 45 days prior to departure. Witte is not responsible for any changes in requirements for non-U.S. citizens that occur after our final check.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight found http://www.tsa.gov/traveler-information/acceptable-ids. Examples: DHS-designated enhanced driver's license, U.S. Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same data listed on airline ticket(s) and booking records

Minor children traveling internationally without both parents are strongly encouraged to carry a notarized note signed by both parents stating that they have permission to travel without one or both of them. It has become increasingly necessary to possess such a note, and will save time if questions arise departing from the U.S. or to exit a foreign country. In order to download a sample minor consent form go to: https://www.us-passport-service-guide.com/minor-travel-consent-form.htmlThe sample form is a guide only. Parents who share custody of their children should carry copies of the legal custody documents. Important note: Parents are responsible to contact the embassy of the country or countries the minor child will be visiting to confirm all travel entry and exit requirements, which may include obtaining additional notarized documentation.

HEALTH DOCUMENTATION REQUIREMENTS. You are responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel. Witte shall not assume responsibility for the accuracy of health requirements or vaccination documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by your health practitioner on a valid vaccination certificate, and you must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, and adequate timing of such inoculations relative to your travel booking, consult your health practitioner BEFORE booking. Check the U.S. State Department websites http://travel.state.gov for relevant information relating to travel to specific destinations, the USA Centers for Disease Control http://wwwnc.cdc.gov/travel/destinations/list/ and the World Health Organization http://www.who.int/en/ relating to health issues.

Luggage allowance. You may take one suitcase with a maximum size of 62 linear inches (height plus width plus depth) and weight of 50 lbs. You may also carry a purse, a camera and one piece of hand luggage with a maximum size of 45 linear inches and weight of 15 lbs. Hand luggage does not fit in the overhead bins on the motorcoach. There may be room for it in the storage compartment under the coach or by an empty seat on board. If not, it will need to be placed on the floor in front of your feet. You will be responsible for your own luggage throughout the tour so don't bring more than you can comfortably lift and carry. Backpack-style and over-the-shoulder luggage is recommended.

Tour cost. The tour cost is based on a group of 47 passengers and current tariffs for land arrangements.

Please note that these travel arrangements are subject to possible price increases due to additional charges imposed by a supplier or government. You may be charged additional sums by Witte to offset increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets, and/or changes in group size. Before passing on an increase, Witte will use its best efforts to minimize the amount. If it is necessary to increase the tour cost, participants will be advised at final billing and provided with a summary of the contributing factors. Your signature on the registration form indicates consent to any post-purchase price increases.

Reservations and payments. To make reservations on this tour, complete the Registration Form and return it as indicated. Reservations cannot be accepted over the telephone. Payments are due as follows:

Deposit of $500 per person with Registration Form. Early registration is encouraged!

Payment of $1,250 per person by January 15, 2027

Payment of $1,250 per person by March 15, 2027

Balance due on receipt of final invoice sent approximately 30 days prior to departure

If you are registering for the tour after one of the above payment dates, increase your deposit amount accordingly so your account will be up to date. Please note that checks returned due to insufficient funds are subject to a $30 service fee.

Credit card payments. Visa, MasterCard, Discover or American Express credit cards are accepted for the deposit. The deposit charge is processed shortly after receipt of your registration form.

Cancellations and refunds. Witte must receive notice of cancellation in writing. Penalties are per person and will be based on the date of receipt, as follows:

More than 90 days before departure	$300
Between 90 and 46 days before departure	$600
Between 45 and 31 days before departure	$900
30 or fewer days before departure	No refund

The service fee noted under "Special Flight Arrangements" and the nonrefundable portion of any special arrangements, or any other non-refundable arrangements made on behalf of the canceling participant, are also added to the above penalties. Allow four to six weeks for processing of refunds. Note that payments made by check are refunded by check to the person or organization that made the payments, and payments charged to a credit card are credited back to the same credit card.

Membership/Passenger's Responsibility. You acknowledge Witte is responsible for a comfortable and respectful atmosphere that protects the health of all travelers, creating a positive tour experience. This requires commitment from every individual on the tour to assume personal responsibility for

protecting their own health and wellbeing, as well as the health and wellbeing of other travelers and tour personnel. You pledge to follow local and state laws as well as tour and sightseeing requirements related to any community health concern. If you refuse to comply with these rules of conduct, you understand that Witte Travel & Tours reserves the right to remove you from the trip and you are responsible for any associated expenses. Witte reserves the right to accept or reject any person as a member of the tour and to expel from the tour any participant whose conduct or condition is incompatible with the interest of the group.

Special meal requests and food allergies. Note special meal requests and food allergies on your registration form. Witte cannot be responsible if special requests are not met but we will pass them on to the hotels and restaurants. If you have dietary restrictions or food allergies, be sure to carry your medications with you at all times. Also, discuss your special needs with your tour personnel and ask the wait staff about the foods you are served.

Mobility Concerns. Sightseeing on Witte tours almost always includes walking. Visits to historical places often mean climbing stairs and walking on uneven surfaces or cobblestones. The Americans with Disabilities Act ("ADA") is only applicable within the U.S., and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travelers who need such assistance. Motorized scooters and wheelchairs are unsuitable for many trips. Transportation services, including many tour motor coaches, are not equipped with wheelchair ramps. Handicap accessibility is not always available. Witte tour personnel are not able to provide attendant services.

Consult your physician if you have any concerns about your ability to participate.

Time away from the tour. Advise Witte in writing at least 45 days before departure if you plan to spend some time away from the tour. Wherever possible, you will be credited for missed hotel nights.

Final tour documents—including itinerary, hotel list, passenger list, and luggage tags—are sent about 10 days prior to departure.

Limitations of Responsibility and Disclosure. The trip outlined herein has been contracted with JAN-POL DMC and Prague Concert Co. Witte acts solely as a booking agent for disclosed principal supplier hotels, airlines, air charters, bus companies, ground transportation, cruise lines, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("supplier(s)"), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of Witte. Participant is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and are set forth on their respective Web sites, which govern the transaction. All bookings are accepted by Witte as agent for the travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective Web sites.

BECAUSE WITTE ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS, AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE WITTE IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. WITTE HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH WITTE' OFFICE OR THROUGH THEIR WEB SITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF WITTE CONTROL, AND PARTICIPANT HEREBY EXONERATES WITTE FROM ANY LIABILITY WITH RESPECT TO THE SAME.

Witte, its agents, sponsors, organizers and employees shall not be responsible for any injury, loss, damage, accident, delay, irregularity or expense arising from strikes, weather, sickness, acts of war or terrorism, governmental restrictions or regulations or from any act or omission on the part of any individual or company furnishing transportation, accommodations or any other services to the tour participants; absent gross negligence, Witte shall not be responsible for any injuries, death, damages, loss or delay by any means of transportation or by reason of any event beyond its actual control.

Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are outside of Witte's control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of Witte.

Witte shall not assume any responsibility for any air and/or ground schedule changes.

Witte reserves the right to make alterations in the itinerary as it deems necessary.

Force Majeure. "Force Majeure" means, in relation to Witte, any circumstances beyond the reasonable control of Witte, (including, but without limitation, acts of God, explosion, tidal waves and flood, tempest, forceful wind, earthquakes, fire or accident, hostilities, war or threat of war declared or undeclared, acts or threats of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, epidemic, sickness, quarantine, government intervention, invasion, act of foreign enemies, mobilization, embargo, weather conditions, defects in machinery and vehicles, delay, wildlife, contamination by radio-activity from any nuclear fuel or from any nuclear waste, or other untoward occurrences).

Witte shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If Witte, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by Witte to you as a result of the non-performance of any obligations due to Force Majeure shall remain in its sole and absolute discretion, although Witte shall use its reasonable efforts to reimburse you where possible. However, Witte shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Witte of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once Witte has investigated the prevailing situation, as it deems fit, it shall remain in Witte's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip subject to Witte's and each supplier's terms and conditions.

In case of insufficient participation, geopolitical, or natural cause, or other circumstances beyond its control to the extent travel services cannot be provided wholly or partially, Witte may cancel the tour. In such cases, Witte will use its best efforts to supply alternative services and accommodations, and no refunds will be granted provided that the alternatives are comparable to the original services and accommodations included in the tour cost. In the event of cancellation of the tour by Witte, its liability will be limited to a refund in full of all monies paid by the participants. If available, Witte will offer an alternative trip, which the participants may accept or reject.

California Passengers: Witte is registered as a California Seller of Travel CST# 201-3304-40. Witte is a fully accredited tour operator with the Airlines Reporting Corporation, the International Airlines Travel Agency Network, and is a member of the National Tour Association, the mark of excellence in the group tour industry.

Assumption of Risks/Safety. Travel to certain destinations may involve greater risk than others. Witte urges all participants to remain informed daily as to current news events, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the U.S. Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations may be found at http://www.state.gov, https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html, http://www.tsa.gov, http://www.dot.gov, http://www.faa.gov, http://www.cdc.gov, and https://www.cbp.gov/travel

In recognition of the inherent risk of travel and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the travel booked and that you willingly and voluntarily assume full responsibility for any injury, loss, or damage suffered by you or caused by you. By registering for any related travel activities, you certify that you do not have any mental, physical, or other condition or disability that would create a hazard for yourself or other participants.

The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to https://step.state.gov/step/

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, WITTE DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. EACH TRAVELER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT THE PARTICIPANT'S OWN RISK.

Traveler acknowledges that Witte Tours or its associates may receive advice from health authorities regarding the trip which may include requirements for the wearing of masks/coverings, guidance in hand hygiene, and avoiding physical contact.

An inherent risk of exposure to communicable disease exists in any public place where people are present. Diseases can be extremely contagious and lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By traveling on this tour, you voluntarily assume all risks related to exposure to illness and agree to indemnify and hold Witte Tours harmless from third-party claims and any damages due to sickness or death.

Photographs/Videos Copyright Policy, Release, and Authorization. Witte reserves the right to use any photographs/videos taken at any event or during the operation of any travel activity and to use the resulting photography, videos or recordings for promotional or commercial use without the express written permission of those included in the photograph/video. By making a reservation with Witte, the parent/guardian/participant agrees to allow and authorizes his/her likeness to be used by Witte without compensation to the parent/guardian/participant, or anyone else, and releases any claims and demands ensuing from or in connection with the use of the photographs, including any expectation of confidentiality and all claims for libel and invasion of privacy.

Copyright in all photographs, video, and related materials created by participants related to Witte belong to the parent/guardian/participant upon creation. The parent/guardian/participant grants to Witte ("Witte Tour Materials") a nonexclusive, worldwide, irrevocable license to use any Witte Tour Materials provided, sent or available to Witte and/or the organizing academic institution or affiliation group or group participants (including tags) in any media now existing or subsequently developed for the following limited purposes: brochures, invitations, websites, blogs, social media, newspapers, magazines, television, on line marketing, and promotion and advertising of Witte's travel services and programs.

If the parent/guardian/participant prefers their likeness not be used, he/she must notify groups@wittetravel.com in writing prior to departure of the trip and include a photograph.

SECURITY. Any passwords used for registration on this site are for individual use only. You may not share your password with anyone. You are solely responsible for the security of your password and any use of the services by anyone else with whom you share your password. We may monitor your password and, at our discretion, require you to change it. If you use a password that we consider insecure, we may require it to be changed or we may end your account.

If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate all suspected violations of these Terms and Conditions.

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting disclosure of the identity of anyone posting any E-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS WITTE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY WITTE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER WITTE OR LAW ENFORCEMENT AUTHORITIES.

Arbitration: Any controversy or claim arising out of or relating to this Agreement of the performance thereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Kentwood, Michigan, U.S., in accordance with the rules of the American Arbitration Association then existing, and judgment in the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Such proceedings will be governed by substantive Michigan law. This agreement to arbitrate does not waive or modify the limitation of liability contained in this document.

Exclusive Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of Michigan, without regard to conflicts of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration is sought, any action or legal proceeding arising out of this Agreement shall be brought exclusively in the courts of Kent County, Michigan, and the parties hereby waive any objection to venue or jurisdiction in connection therewith. In connection with any action or legal proceeding arising out of this Agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial. Use of the Witte website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

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witte Performance Tours

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