

Terms and Conditions of Odyssey Excursions

These terms and conditions (“Terms and Conditions”) govern the relationship between Odyssey Excursions, a sole proprietorship owned and operated by Harley Schiefelbein, and/or “we, us, our”, and you, the purchaser and/or traveler (“Client” and “passenger” and “you/your”). By planning travel with Odyssey Excursions, you agree to be bound by these terms and acknowledge that Odyssey Excursions acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels/resorts, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services (“Supplier(s)”) and is not the source or provider of the travel services. These terms include warranties, disclaimers, and exclusions of liability and may restrict your rights and remedies and provide protection to Odyssey Excursions. By using Odyssey Excursions’ website and supporting software (TravelJoy), submitting payment, requesting travel planning services, or approving an itinerary. Client acknowledges acceptance of these Terms and Conditions.

1. USE OF ODYSSEY EXCURSIONS SERVICES, ACCESS, AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Odyssey Excursions. You agree to be financially responsible for all of your travel bookings made on behalf of yourself and any member of your traveling party and warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with Odyssey Excursions and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited. All bookings are accepted by Odyssey Excursions as an agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree to abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

2. PAYMENTS AND CANCELLATIONS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Odyssey Excursions. By submitting a credit card authorization form to Odyssey Excursions, you agree to allow Odyssey Excursions to use your payment method to purchase travel products from our Suppliers on your behalf. Except in cases of fraud, you agree not to file any dispute with your bank or credit card company to avoid or violate any booking terms and conditions of Odyssey Excursions or its suppliers, including cancellations or changes of itinerary or arrangements for reasons beyond the control of Odyssey Excursions or its suppliers. If you attempt to chargeback, reverse, or recollect a previously authorized trip payment, Odyssey Excursions reserves the right to collect all additional costs, fees, and expenses associated with such chargeback, reversal, or recollection, including, without limitation, attorney fees.

All payments for travel are due before departure according to each Supplier's terms and conditions of booking. You understand that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In some cases, there is no refund once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to Odyssey Excursions in writing. As a result of cancellation, Odyssey Excursions and the third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

3. TRIP PLANNING AND RESEARCH FEE

Odyssey Excursions may charge a non-refundable \$100 trip planning and research fee for custom vacation quotes, itinerary planning, and travel research services. This fee compensates Odyssey Excursions for the time and professional expertise involved in preparing personalized

travel recommendations and vacation options. The \$100 fee may be due in full prior to any quotes, proposals, or planning materials being provided. Simple price checks and availability requests are included as part of this service, along with full itinerary planning and travel research. This service includes unlimited revisions to ensure the itinerary and vacation options meet the client's needs and preferences. If the client books their vacation package through Odyssey Excursions, the \$100 planning fee will be applied as a credit toward the final booking cost. If the client does not book, cancels prior to booking, or chooses to book independently using information provided, the planning fee remains non-refundable. The planning fee is compensation for professional planning and research services and is separate from any supplier deposits, cancellation penalties, change fees, or other travel costs.

4. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at [Acceptable Identification at the TSA Checkpoint | Transportation Security Administration](#). Examples are a DHS-designated enhanced driver's license, a passport, and a foreign government passport. The name, date of birth, and gender that appear on the identification card must exactly match the same data that is listed on airline ticket(s) and booking records. You acknowledge that any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint, causing Client to miss flight(s), and subsequent scheduled travel bookings on cruises and tours.

When you receive any and all travel documents, it is your responsibility to review and verify all information for accuracy. Contact Odyssey Excursions immediately if changes or corrections are required. Odyssey Excursions strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the

anticipated date of return. Non-United States citizens may require additional documentation. Client is responsible for making Odyssey Excursions aware when traveling on a passport from a country other than the United States of America. Odyssey Excursions neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, Odyssey Excursions is not responsible for lost payments made toward the contemplated trip. Please note that the rules of each country regarding entry and exit change on a daily basis.

Children and infants also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. Children under the age of 18 not traveling with BOTH natural parents/guardians require a notarized letter signed by the absent parent(s) permitting the traveling parent or authorized adult to take the child out of the United States. This letter must contain the travel dates and the name and address of where the child will be staying. The U.S. Customs and Border Protection Agency requires that for groups of children under age 19 arriving in the United States by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team may also present an original or copy of their birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader in writing.

5. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different views of past criminal offenses, whether within or outside of its boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. We do not inquire about an individual's criminal record in the interest of respecting our Clients' privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record should review the current entry requirements. See: [Canadian immigration and citizenship](#)

inadmissibility: Convicted of driving while impaired - Canada.ca

6. HAZARDOUS MATERIALS

Federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials.

Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed. [What Can I Bring? | Transportation Security Administration](#)

7. INSECTICIDE NOTICE

We recommend that you refer to the DOT list of airports in countries that require airlines to treat the passenger cabin with insecticides before the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: [Aircraft Disinsection Requirements | US Department of Transportation](#)

8. HEALTH/IMMUNIZATIONS

You must have the proper immunizations and health screenings, and required documentation of such immunizations and screenings, before travel. Odyssey Excursions shall not assume responsibility for the accuracy of health, vaccination, or documentation before departure or upon landing at the final destination. In some cases, required inoculations must be recorded by the Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain

inoculations, check with your health practitioner BEFORE booking. Check the State Department website <http://travel.state.gov> for relevant information relating to travel to specific destinations, and the Centers for Disease Control and Prevention website <http://wwwnc.cdc.gov/travel/> relating to health issues related to travel.

9. AIR TRAVEL, SCHEDULE RECONFIRMATION, CHECK-IN

Odyssey Excursions shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares. Airline e-tickets expire a year from the issue date unless the carrier's fare rules in the passenger's itinerary fare provide otherwise. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours before the scheduled departure time for domestic flights, and 72 hours prior to international flights.

10. RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives, and Supplier promotions are subject to availability and may change without notice. Prospective Clients are advised to reserve early to avoid disappointment, increases in fares, and additional late booking fees.

11. UNUSED ARRANGEMENTS, MINIMUM PASSENGER REQUIREMENTS AND ALTERATIONS TO BOOKINGS

When tour, cruise, or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel. Some group tours are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum

required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reasons of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy. If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to Odyssey Excursions. The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Odyssey Excursions bears no responsibility for any changes.

12. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Odyssey Excursions acts solely as a booking agent for disclosed principal Suppliers and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of Odyssey Excursions. The Suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers. Because Odyssey Excursions 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 that Odyssey Excursions is not liable for any personal injury or property damage that may arise out of these services. Odyssey Excursions 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 Odyssey Excursions, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence, willful 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, their cancellation and refund policies, fuel increases, bankruptcy, or cessation of operations and other matters outside of Odyssey Excursions control, and you hereby exonerate Odyssey Excursions from any liability with respect to the same. To the fullest extent permitted by applicable law, Odyssey Excursions

has solely received commission and fees for travel transactions, and the client agrees and understands that any recovery from Odyssey Excursions will be limited to the total amount paid by the traveler under the contract.

13. RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. Odyssey Excursions urges Clients to remain informed daily as to current news events, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government before booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. 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, Odyssey Excursions 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. Client's participation constitutes acceptance of such events at the client's own risk.

14. FORCE MAJEURE

Odyssey Excursions will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions,

governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Odyssey Excursions. The purchase of travel insurance is highly recommended on all trips. In addition, each of Odyssey Excursions' suppliers has terms and conditions that include Force Majeure provisions. If a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier, pursuant to their policies, although Odyssey Excursions shall use its reasonable efforts to secure reimbursement for you where possible.

15. TRAVEL INSURANCE

Odyssey Excursions offers access to travel insurance to protect passengers and their investment in travel. Unless specifically noted, travel insurance is not included in the cost of Client's itinerary to protect against third-party supplier default/bankruptcy protection, delay, interruption, missed connection for cruises, cancellation, medical emergency transportation/evacuation & repatriation, baggage & personal effects/lost luggage & baggage delay, illness, job loss protection and change of plans, accidental death and disability, travel accident/sickness medical expenses, and more. Proper insurance may protect you from financial loss in almost all circumstances. Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded, and Odyssey Excursions and travel Suppliers' cancellation penalties will apply, resulting in the loss of monies up to the full cost of Client's travel booking and related costs. The purchase of travel insurance is not required to purchase any other product or service offered by Odyssey Excursions. If you decline to purchase insurance, Odyssey Excursions will require that you execute an insurance waiver. Odyssey Excursions is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. Odyssey Excursions cannot guarantee that any insurance provider will approve

coverage for a claim made under the insurer's policy and makes no representations about the extent of coverage for any policy it may offer or quote.

16. PRIVACY POLICY

At Odyssey Excursions, we respect your privacy and are committed to protecting the personal information you share with us. This Privacy Policy explains how we collect, use, store, and share your information when you use our services or visit our website. We may collect personal information, including, but not limited to: Full name, Phone number, Email address, Mailing address, Date of birth, Passport information (when required for travel bookings), Emergency contact information, Payment and billing information, and Travel preferences and special requests. We may also collect non-personal information such as browser type, device information, and website usage data when using our platforms. Odyssey Excursions may utilize third-party software and booking platforms, including TravelJoy, to facilitate travel planning, communication, invoicing, document delivery, and payment processing. Client acknowledges that use of such platforms may also be subject to third-party privacy policies and terms of use.

We use your information to plan and book travel arrangements, communicate with you regarding your trip, process payments and invoices, provide customer support, send travel updates or important notifications, improve our services and website experience, and comply with legal and regulatory requirements. We may share your information with trusted third parties necessary to complete your travel arrangements, including airlines, hotels and resorts, cruise lines, tour operators, travel insurance providers, and payment processing companies. We only share information necessary to complete your bookings and services. We do not sell or rent your personal information to third parties.

Payments may be processed through secure third-party payment providers. We do not store full credit card information on our servers unless specifically required for authorized travel transactions. We take reasonable measures to protect your personal information from unauthorized access, disclosure, or misuse. However, no online transmission or storage system can be guaranteed to be completely secure. Our website may use cookies or analytics tools to improve user experience and monitor website performance. You may disable cookies through

your browser settings if preferred. Our website may contain links to third-party websites or travel suppliers. We are not responsible for the privacy practices or content of those external websites. By using our services, submitting forms, or communicating electronically with Odyssey Excursions, Client consents to receive communications electronically, including invoices, itineraries, travel documents, notices, disclosures, and other travel-related communications. You may request to access the personal information we hold about you, correct inaccurate information, request deletion of your information where legally permitted, and opt out of marketing communications. We reserve the right to update or modify this Privacy Policy at any time. Changes will become effective upon posting to our website. Questions regarding this Privacy Policy may be directed to Odyssey Excursions at harleyschiefelbein@gmail.com or through our website at [Contact a Minnesota Travel Advisor | Odyssey Excursions](#).

17. RESERVATION OF RIGHTS: CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website, and will be effective immediately upon posting.

18. GENERAL

The laws of the State of Minnesota govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Meeker County, Minnesota, in all disputes arising out of or relating to travel bookings with Odyssey Excursions. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute

the entire agreement between the Client and Odyssey Excursions with respect to travel bookings made with Odyssey Excursions by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Odyssey Excursions with respect to communications with Odyssey Excursions. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Additional supplier terms, conditions, waivers, and travel restrictions may apply and will be provided before travel or upon booking confirmation.