

General Conditions

IMPORTANT. PLEASE UNDERSTAND THAT YOU ARE AGREEING TO ALL OF THESE TERMS WHEN YOU BOOK ANY KIND OF TRAVEL WITH US OR WHEN YOU BOOK OR GO ON TOURS AND EXCURSIONS.

Tour and excursion terms. Nexion, LLC (“NEXION”) utilizes third party tour and excursion operators (“Operators”) for tours and shore excursions (“Excursions.”) All Excursions are subject to cancellations or changes without prior notice. Operators reserve the right to deny participation to any Customer based upon criteria they may establish. NEXION does not own, control or operate any kind of transportation company or service, or any Operator. These Operators are owned and operated independently of NEXION and there are no joint ventures or other co-sponsored or jointly operated activities between NEXION and any Operator.

NEXION does not assume responsibility or liability for any damages, injuries or lost baggage that may occur for any reason during or as a result of any Excursion. NEXION is not responsible for any negligent act, omission or failure to act on the part of the Operator and NEXION is not liable for any alleged negligence in selecting the Operator or offering its products. There are no representations or promises made by NEXION that in any way take precedence over these General Conditions.

Customer assumes 100% of the risk of participating in the Excursion and agrees that it will not bring any type of action against NEXION for any injury or damage that occurs in connection with the planning, selection or operation of any Excursion. To the full extent permitted by law, and in consideration of being allowed to participate in the Excursion, Customer releases NEXION and its agents, representatives, employees, directors and officers, and waives any rights it may have against said parties for damages or claims arising from or in any way connected with Customer’s participation in the Excursion.

General terms. These terms apply to all travel booked or offered by NEXION and to all causes of action Customer may have against NEXION. These terms and guest’s rights shall be governed and interpreted by the laws of, and any cause of action brought exclusively in the jurisdiction of, the country in which the cause of action arises; if in the United States, it shall exclusively be the federal and state courts in the Southern District of New York. Customer hereby agrees to waive any right it may have to a jury trial and further agrees that to the extent any damages are recoverable against NEXION, those damages are limited in amount to the amount paid by the Customer to NEXION for the travel bookings. These terms apply to Customer, to anyone to whom Customer assigns a booking and to any minors or others over whom Customer has authority to contract. By bringing a minor on an Excursion, or by booking travel for a guest, Customer is representing that it has the authority to bind the minor or the guest and Customer will defend and indemnify NEXION for any damages recoverable by the minor or the guest.

Excursions leave rain or shine unless otherwise notified by the Operator.