

TICKET CONTRACT

IMPORTANT NOTICE TO PASSENGERS: PLEASE CAREFULLY READ THE FOLLOWING TICKET CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND JWR TOURS, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU, TO THE FULL EXTENT PERMITTED BY LAW, PARTICULARLY SECTIONS 1, 4, AND 5 LIMITING CARRIER'S LIABILITY, YOUR RIGHT TO SUE OR ARBITRATE, AND WAIVER OF JURY TRIAL.

IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

1. DEFINITIONS AND SCOPE OF CONTRACT

Upon booking the Tour, each Passenger explicitly agrees to the terms of this Ticket Contract. Upon receipt of the Ticket Fare, Carrier accepts the Passenger(s) named on the ticket for the Bus Tour subject to the terms of this Ticket Contract.

(a) For the purposes of the defenses, limitations of liability and rights of the Carrier set forth in this Ticket Contract only, “Carrier” also includes the tour bus, tour bus owners, managers, charterers, agents, affiliated or related companies and their officers, employees and independent contractors.

(b) This Ticket Contract constitutes the entire understanding and agreement between You and JWR Tours (“Carrier”), and supersedes any prior oral, implied, written or other representations or agreements between You and Carrier. This Ticket Contract governs the relationship between You and Carrier, whether the ticket is purchased by You or on Your behalf, and can only be modified by a writing signed by Carrier. You may not sell, assign or transfer your ticket, which shall include eTickets, and no person other than that named in the ticket may use the ticket. Any portion or provision of this Ticket Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability, shall be severed from this Contract without affecting in any way the remaining provisions of the Ticket Contract which shall remain in full force and effect.

(c) “Bus Tour” means the scheduled bus tour as published in the ticket issued in connection with this Ticket Contract.

(d) “Ticket Fare” means the amount payable by You to Carrier for Your Bus Tour.

(e) “You,” “Your” and “Passenger” mean the person(s) purchasing or using the Bus Tour Ticket or Ticket Contract and persons in their care, including any minor, and their heirs, relatives and personal representatives. Any Passenger purchasing or booking a Bus Tour

or using this Ticket Contract represents that he or she is authorized by all accompanying Passengers to accept and agree to all the terms and conditions set forth herein.

2. CANCELLATION BY GUEST, REFUNDS

Reservations will be held until 30 minutes prior to departure. No refunds will be made in the event of “no shows”, unused tickets, lost tickets, interruptions, partially used tickets, or cancellations received late or after the start of the tour.

3. JWR TOUR’S RIGHT TO INCREASE FARES

JWR Tours reserves the right to increase published fares without prior notice. However, fully paid or deposited guests will be protected, except for payment and cancellation terms/conditions which are subject to change without notice.

4. JURISDICTION, VENUE, ARBITRATION AND TIME LIMITS FOR CLAIMS

Notice of Claims and Time Limits for Legal Action:

(a) Claims for Injury, Illness or Death: In cases involving claims for emotional or bodily injury, illness to or death of any Passenger, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date of the injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint.

(b) All Other Claims: No claim of any kind, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Ticket Contract or Passenger’s Bus Tour, other than for emotional or bodily injury, illness or death of any Passenger, shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of the scheduled termination date of the Bus Tour as specified in connection with this Contract, (2) legal action on such claim is commenced within 6 months from such scheduled termination date, and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action.

(c) Forum and Jurisdiction for Legal Action:

(i) Claims for Injury, Illness or Death: All claims involving emotional or bodily injury, illness to or death of any Passenger whatsoever arising out of or relating to this Ticket Contract or Your Bus Tour shall be litigated before a court of competent jurisdiction located in Cook County, Illinois., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You

consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

(ii) All Other Claims; Arbitration: All claims other than for emotional or bodily injury, illness to or death of a Passenger, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Ticket Contract or Passenger's Bus Tour, with the sole exception of claims brought and litigated in small claims court shall be referred to and resolved exclusively by binding arbitration in Cook County, Illinois to the exclusion of any other forum. You agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in Cook County, Illinois. The arbitration shall be administered by in accordance with the rules of the American Arbitration Association.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction. Carrier and Passenger further agree to permit the taking of a deposition under oath of the Passenger asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Your control, shall be litigated before a court of competent jurisdiction located in Cook County, Illinois to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

5. CLASS ACTION WAIVER

THIS TICKET CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS

OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 4(c)(ii) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 4(c)(ii) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

6. SEVERABILITY

If any term of this Agreement is declared unlawful, void or for any reason unenforceable by any court in any jurisdiction, then such term will be deemed severable from the remaining terms in such jurisdiction and will not affect the validity and enforceability of such remaining terms.

7. GOVERNING LAW

Passenger acknowledges and agrees that, except as otherwise expressly provided herein, the interpretation, applicability, and enforcement of this Ticket Contract shall be governed exclusively by the laws of Illinois.