

THIS AGREEMENT CONTAINS CERTAIN LIMITATIONS ON LIABILITY, INCLUDING AND RESPECTING INJURY TO OR DEATH OF PASSENGERS, AND BAGGAGE CLAIMS. READ THEM CAREFULLY. BY PAYING A DEPOSIT OR FULL FARE, MAKING A RESERVATION, AND/OR BOARDING A RAIL CAR, PASSENGERS AGREE TO ACCEPT AND BE BOUND BY THESE TERMS AND CONDITIONS. THIS AGREEMENT GOVERNS THE RIGHTS AND RESPONSIBILITIES OF JOURNEY BY RAIL PASSENGERS AND SHALL APPLY TO AND SERVE AS A WAIVER OF LIABILITY BY PASSENGERS ON BEHALF OF THEMSELVES, THEIR HEIRS, EXECUTOR, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS FOR ANY AND ALL KNOWN PASSENGER INJURIES OR DEATH. TERMS AND CONDITIONS MAY BE AMENDED.

1. **DEFINITIONS.** For the purpose of these Terms and Conditions the following meanings apply. "Baggage" means all baggage on a rail "Car" in a passenger's room, and/or stored in a Car's.

"Car" includes any and all rail Cars and train sets.

"Crew" means any employee, agent, manager or person working on or with Cars, directly or indirectly.

"Fare" means the fare paid by passengers, including Booking Fees, Deposits and final payments.

"Journey" means a Journey by Rail and related travel arrangements that are part of the Fare, or are in any other way related to or a part of travel associated with a Journey that is sold to passengers by Trainshares or its agent.

"Journey Agreement" means this document, which is provided by Trainshares to each passenger.

"Passenger" means all persons traveling or planning to travel on a Journey, including TrainShare Owners, and their heirs and representatives. Acceptance of this Journey Agreement is deemed to be an acknowledgment that a Passenger accepts on behalf of himself or herself and all other persons traveling under this Journey Agreement, and his or her and their heirs and representatives, that they all accept and agree to every condition set forth in these Terms and Conditions.

"Trainshares" means Trainshares Inc., Car owners, the TrainShare Owner's Association, their agents, related companies, officers, agents or employees, and all concessionaires, independent contractors, and Car repairers.

2. **IDENTIFICATION.** A description of the passengers, departure date, accommodations, Journey, fares, points of embarkation and final destination is in documents provided by Trainshares to confirmed passengers.

3. **RESERVATIONS, DEPOSITS AND PAYMENTS.** Reservations are made through a travel agent or designated reservation center. A confirmed reservation is required. To confirm a reservation more than 90 days before departure, payment of a \$200 non refundable per room "Booking Fee" and a \$250 per person "Deposit" is required. Full payment is required for reservations made 90 days or less before a departure date. Payment must be received by Trainshares within 5 days after making a reservation, except, payments within 30 days of departure must be received within 2 days. Trainshares will not send a due notice for final payment. If a payment is not received as required, Trainshares can cancel a reservation. Payments may be required earlier, as Trainshares may advise. Travel Documents are provided about 3 weeks before a departure date. Payments can be by check or major credit cards. All payments are held in an escrow account until required for and are only used to pay costs related to the specific Journey being purchased by each passenger.

4. **REFUND POLICY.** If a confirmed reservation is cancelled more than 75 days before the departure date, passengers receive a full refund of paid fares less the Booking Fee. If a cancellation is 75 days or less before the departure date, a refund is reduced by a cancellation penalty equal to 2% of the total fare for each day under 76 days before departure, if the fare has been paid in full or not. Cancellations of confirmed reservations must be delivered to the reservation center that provided Travel Documents, not a travel agency. The date it is received is the effective date of the cancellation. Cancellations will not be accepted over the telephone. No deviation from these procedures will occur. Name changes are considered to be cancellations and applicable penalties apply. By accepting a refund as provided for in this paragraph or for any other reason, passengers waive the right to any additional remedies.

5. **PRICES.** Journey fares are published on at www.journeysbyrail.com and are subject to change without notice.

6. **PRICES DO NOT INCLUDE.** Unless stated in Travel Documents, prices do not include, airfares, transfers to/from Cars, personal items, meals and beverages not listed in a Journey description, laundry, telephone calls, excess baggage charges, rental cars, travel insurance, travel document costs, vaccinations, gratuities, lost belongings, medical costs, tours, Journey changes for reasons beyond Trainshares' control, including weather, government intervention, passenger sickness, political disputes, equipment failures, or otherwise.

7. **JOURNEY CHANGES.** Trainshares may, without notice, cancel all or a portion of a Journey, change or postpone the date or time of departure or arrival, route, point of embarkation or final destination, revise or modify activities and services, shorten a Journey, and substitute Cars. In such event, passengers have no damage or refund claim against Trainshares for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense, whatsoever, except: (a) If Trainshares cancels the Journey before it departs, Trainshares will refund the full Fare paid by non TrainShare owners less any amount expended on behalf of such passengers; (b) If a departure time is delayed overnight and a passenger is not accommodated on a Car, Trainshares will arrange hotel accommodations and food at no additional expense to the passenger for the duration of the delay; (c) If a point of departure or final destination is changed, Trainshares will arrange transportation to and from the originally point; (d) If a Journey is shortened or terminated for any reason, Trainshares, may make a proportionate refund of the Journey fare, transfer the passenger to another Journey or to the point of final destination by other means. If the scheduled Journey length is increased, Trainshares has no liability and passengers are not entitled to any payment or compensation, including consequential damages.

8. **TRAINSHARES' RIGHTS.** Any Car may be replaced by an alternative Car, remain in a station, proceed by any route and deviate from the intended route at any stage of the Journey. During a Journey, Cars may stay at any place for one or more nights as Trainshares or Car crew members may deem advisable. Any such procedure will not become a deviation but will be within the Journey herein intended as fully as if specifically described herein. These provisions are not to be considered as restricted by any words of this Journey Agreement whether verbal, written, stamped or printed. If a proposed Journey performance is, or in the opinion of Trainshares is likely to be hindered or prevented by hostilities, labor contracts, weather, insurrections, disturbances, governmental authority, equipment breakdown, congestions, or any other cause whatsoever, or if Trainshares determines that any Car, passenger or portion of the Journey is at risk of loss or damage, or may be unreasonably delayed, passengers and their baggage may be taken off of Cars at any place. Trainshares reserves the right to not allow any passenger to board or be on a Car if their actions may or do impede operations or negatively impact the enjoyment of other passengers.

9. **PASSENGER WARRANTIES.** Journeys may require some passenger exertion. Passengers warrant that they are physically and otherwise fit to undertake the Journey and that they have received all necessary medical inoculations, will comply with Trainshares rules and Car crew member directions, and that their conduct will not impair Journey safety, jeopardize or inconvenience other passengers.

10. **GENERAL LIMITATIONS ON TRAINSHARES LIABILITY.** Unless otherwise stated herein, Trainshares will not be liable for loss, death, delay, injury or illness to any passenger, or loss, damage or delay to their baggage, arising from: acts of God; public enemies; governmental restraint; riots; strikes; lockouts; labor trouble, epidemic; civil disturbances; perils of the rails, fuel shortages or increase in fuel cost; collision; stranding; fire; theft; crime by any person; fault in errors of Car operations; explosions; failure or defect in machinery, equipment, furnishings, supplies or a Car; fault or neglect of Trainshares, managers or Car crew, agents, servants, independent contractors; the quality, nature or consequences of medical treatment; any loss, damage or delay arising from inherent defect, or quality of the passenger's baggage or from the insufficiency or inadequacy of baggage marks or of address or description of such baggage; any loss or damage caused by delay in, or prevention of departing, prolongation of the Journey, deviation or stoppage in transit, or from any calls at points or variations from the scheduled or regular course of the Journey; seizure of the Journey under legal process; any act, omission, fault or negligence of any passenger; or any other cause or circumstances beyond the control of Trainshares, whether or not of the kind list herein. Trainshares is not responsible for expenses incurred by passengers in preparing for a Journey, including non-refundable airline tickets, travel document fees, or any other expenses. These provisions extend to each of the independent contractors (including caterers and concessionaires) as well as the servants, crew and agents of Trainshares, and for this purpose are deemed to constitute a contract entered into between passengers and Trainshares on behalf of all persons who are its servants or agents from time to time, and all such persons will, to this extent, be deemed to be parties to this Journey Agreement.

11. **BAGGAGE.** Trainshares assumes responsibility for baggage and personal belongings only while being handled by its employees and up to a limit of \$500 per passenger. Passengers expressly assume all risk of loss with respect to their baggage and personal belongings while on a tour and when in their control.

12. **THIRD PARTY PROVIDERS.** Trainshares is not liable for services or supplies provided by independent contractors, whether or not they exist because of Trainshares, including but not limited to tour suppliers, physicians, paramedics, nurses, or other persons giving service or providing support to passengers. Passengers may be charged for additional professional and non-professional services which they request.

13. **PASSENGER DETENTION.** If a passenger is detained on board a Car or otherwise during a Journey because of quarantine, illness or other cause, all related expense and losses will be for passenger's account. Passengers carried on a Journey beyond final destination for any reason without fault of Trainshares will pay additional costs. Should it be necessary, in the sole judgment of Trainshares, to transfer a passenger for medical reasons, relayed cost will be borne by the passenger.

14. **PRE-DISEMBARKATION RESPONSIBILITY.** If a passenger terminates a stay on a Journey before it ends for any reason, Trainshares will not refund any unused portion of the Fare.

15. **INDEMNIFICATION.** The passenger hereby indemnifies Trainshares for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Trainshares by virtue of any act, negligence or violence of law by the passenger.

16. **HEALTH CONSIDERATIONS.** Cars may present difficulties for persons with limited mobility and do not provide wheelchair accessibility. Passengers must advise Trainshares in writing before a Journey is reserved, of any physical or emotional condition which may require professional attention or additional equipment during a Journey. Passengers using wheelchairs must travel with someone able to assist them, on and while away from Cars. Decisions made by Trainshares regarding passenger safety will be binding in all instances. Physically challenged passengers are responsible for having all facilities related to their condition. Pregnant passengers must provide a certificate of fitness from their physician.

17. **TRAVEL DOCUMENTS.** If needed, passengers must have passports and valid travel documents for international Journeys. Trainshares assumes no responsibility if a passenger is refused entry into a country for any reason. No refund will be paid and cancellation penalties apply if a Journey is cancelled because a passenger does not have valid passport, health or other documents.

18. **TRAVEL INSURANCE.** Trainshares recommends that all passengers acquire travel insurance as protection from unexpected costs if passengers are unable to travel or for other reasons. Trip cancellation travel insurance is mandatory for Journeys costing more than \$1,000.

19. **SECURITY PROVISIONS.** Passengers, in the interest of security and convenience of other passengers, agree to a reasonable search of the their person, baggage or property, and to the removal or confiscation of any object which may, in the opinion of Trainshares or a security authority, impair the safety of the Journey, inconvenience other passengers, or violate laws relative to the possession and/or transportation of non-prescription narcotics, controlled substances or any other illegal commodity.

20. **CLAIMS.** (a) All claims for injury or death must be received in writing by Trainshares within six months after the occurrence. Any related lawsuits must be commenced within one year after the injury or death occurs. All other claims must be received in writing by Trainshares within 30 days after the incident occurs. Failure to comply with these terms will completely bar any such claim or suit; (b) the passenger agrees that any claim or lawsuit whatsoever arising under or in connection with this Journey Agreement must be filed in the State of Texas, U.S.A. to the exclusion of the Courts of any other state or country; (c) All claims relating to death or personal injury will be governed by provisions of this Journey Agreement.

21. **MISCELLANEOUS.** The illegality or invalidity of any paragraph, clause or provision of this Journey Agreement shall not affect or invalidate any other paragraph, clause, or provision thereof. All titles set forth in this Journey Agreement are for convenience only and have no separate meaning or effect.

22. **ACCEPTANCE.** Whether or not specifically stated, acceptance or use Travel Documents, and/or payment of a Fare constitutes agreement to these Journey Agreement Terms and Conditions. Any and all passengers should read and understand this Journey Agreement before reserving a Journey