All such persons and entities are independent contractors. As a result, the Museum is not liable for any negligent or willful act or failure to act of any such person or entity or of any other third party.

In addition and without limitation, the Museum is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Participants assume all such risks as well as the risk of negligence by the Museum and specifically release the Museum therefrom.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner’s risk. The right is reserved to decline to accept as a trip participant, or remove from a trip, without refund, any person the Museum judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders or third parties, or who the Museum determines to detract from the enjoyment of the trip by others. Specific room/cabin assignments are within the sole discretion of the hotel or cruise line.

The Museum reserves the right to change the itinerary or trip features at any time and for any reason, with or without notice, and the Museum shall not be liable for any loss of any kind as a result of any such changes. Ship schedules, port calls, hours of arrival and departure, sightseeing events, special programs and guest lecture series (if applicable), are subject to change or cancellation without prior notice. The Museum is not responsible therefore and is not required to compensate passengers under these circumstances.

The Museum may cancel a trip (or an option) for any reason whatsoever; if so, its sole responsibility is to refund monies paid by the participant to it. The Museum is not required to cancel any trip for any reason including without limitation, United States Department of State, World Health Organization, Centers for Disease Control or other Warnings or Advisories of any kind. The Museum is not responsible for penalties assessed by air carriers resulting from operational and/or itinerary changes, even if the Museum makes the flight arrangements or cancels the trip. The Museum reserves the right to substitute vessels, hotels, itineraries or attractions for those listed in this brochure.

Binding Arbitration
I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Louisiana law and will take place in New Orleans, LA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

The Museum is not responsible for misprints in tour promotional material.