



Participation Agreement and Terms & Conditions

This AGREEMENT is made on _____, 2022 by and between Truly Italy LLC/Kathryn Portanova, TRAVEL GUIDE, and _____, PARTICIPANT.

This AGREEMENT is entered into based upon the following facts, circumstances and understandings:

- A. PARTICIPANT desires to enroll in and participate in a travel retreat hosted by TRAVEL GUIDE; and
- B. TRAVEL GUIDE is willing to have PARTICIPANT enroll.

I, hereby agree to the following:

1. Participation

- (a) I am participating in the travel retreat offered by TRAVEL GUIDE and VENUE in Italy, during which I will be traveling by foot and by car with TRAVEL GUIDE and hired drivers around Tuscany.
- (b) I understand it is my responsibility to consult with a physician prior to and regarding my participation in the travel retreat. I represent and warrant that I am physically fit and I have no medical conditions that would prevent my full participation in the travel retreat. Yoga will be an activity during our women's retreat.
- (c) In consideration of being permitted to participate in the travel retreat, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the travel retreat, including any and all activities done with the group or as an individual at the Venue or on an excursion.
- (d) In further consideration of being permitted to participate in the travel retreat, I knowingly, voluntarily and expressly waive any claim I may have against TRAVEL GUIDE and VENUE in Italy and its staff for injury or damages that I may sustain as a result of participating in the travel retreat. I, my heirs and legal

representatives forever release, waive, discharge and covenant not to sue TRAVEL GUIDE and Venue in Italy and its staff for any injury or death caused by their negligence or other acts.

2. My Health

- (a) It is my responsibility to let TRAVEL GUIDE know if I have any injuries and to be mindful at all times of my own body's capability during the travel experience. If I experience any injury or discomfort during any activity during the week, then I will desist immediately.
- (b) I will advise TRAVEL GUIDE of any mental or physical health conditions and dietary requirements before I book.
- (c) Whilst all measures are taken to ensure a high standard of health and safety, we are situated in the countryside where the land is uneven and we shall not be responsible for any injuries caused by uneven terrain.

3. Payment

- (a) Your booking is not considered definite and no contract will exist until we receive a **non-refundable \$500 deposit** from you and you agree to these terms and conditions.
- (b) The price is the exact amount to be received by us in **US Dollars**.
- (c) Payment plans will be made in 3 payments.
- (d) The **full payment amount is due 60 days before** travel retreat by paying with a credit card or checking account through Square, or cash/check in person or mail.
- (e) **Note:** When using a credit card for payment, there will be a **3.5% processing fee** added to each payment.

4. PARTICIPANT Travel Arrangements

- (a) All travel arrangements are your responsibility and at your own cost. We shall not be held liable for any consequences arising from flight delays or cancellations in any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the travel retreat are at your own cost unless otherwise specified.
- (b) Passport, Visa, and related items: You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, and/or other required documentation for the countries, jurisdictions, parks, areas, etc. you will visit during the travel experience. TRAVEL GUIDE is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.

5. Travel Insurance

- (a) Travel insurance is **REQUIRED**. We require that your travel insurance covers the full duration and the activity of this travel retreat as well as unexpected cancellation /or curtailment, sickness, injury, death, property damage, loss of baggage and personal items, losses, damages, costs, expenses, or liabilities and all the usual risks. You should bring the policy with you in case of an emergency. You will be solely responsible for any losses related to your failure to procure travel insurance. TRAVEL GUIDE is not responsible for any losses you incur and/or sustain.

6. Cancellation by PARTICIPANT

- (a) PARTICIPANT (or any member of your party) may cancel your booking at any time, provided that the cancellation is made by the person submitting the booking form and is notified to us in writing. Cancellation will take effect the day such notification is received by us. I understand that the \$500 deposit is non-refundable. If such cancellation is made within less than 30 days before the start of the travel retreat, we will retain the full amount of the travel retreat. If such cancellation is made prior to 30 days before the start of the travel retreat, we will retain fifty percent (50%) of the full amount plus the \$500 deposit.
- (b) Bookings are for the stated period of the travel retreat. There are no refunds for any unused portion of the travel retreat. If the reason for cancellation is covered under the terms of your insurance policy, you may be able to make a claim on your insurance.
- (c) If you need to cancel your retreat, we will apply your deposit to reserving your spot on a future retreat.

7. Cancellation by TRAVEL GUIDE

- (a) TRAVEL GUIDE reserves the right in any circumstances to cancel a travel retreat. In particular, travel retreats require a minimum number of at least 75% of the participants to have booked by 30 days before the start date. If this minimum number is not reached by that date TRAVEL GUIDE may cancel and refund the money to you. Your non-refundable \$500 deposit can be put towards another travel retreat in the future.

8. Amendments by TRAVEL GUIDE

- (a) Occasionally, changes may have to be made (e.g., wine-tastings, workshops, cooking classes or other arrangements), which we reserve the right to do at any time. If your accommodation must be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary,

we will inform you as soon as reasonably possible if there is time before your departure.

- (b) I understand that locations for events may vary, but may include vineyards, wineries, backyards, private homes, event centers and other local overseas businesses. I understand that these locations may be remote and include walking over rough terrain; please wear appropriate attire and shoes. Additionally, handicapped access may or may not be available at each location. If PARTICIPANT requires handicap access, please contact TRAVEL GUIDE at least one week prior to the event to make arrangements.

9. Disclaimers and Limitation of Liability

- (a) We do not accept any liability for cancellations, delays or changes caused by war, the threat of war, terrorist actions or threats, closure of airports, civil strife, industrial action, natural disaster, technical problems to transport, staff cancellations, unforeseen changes in your personal circumstances or other events beyond our control.
- (b) We are not liable for any injuries you may incur. Yoga classes are undertaken at your own risk. We are not liable for any medical or psychiatric conditions, which may develop during or subsequent to the retreat. We are not liable for loss of, or damage to, your personal property.
- (c) TRAVEL GUIDE assumes no liability for possessions. The venue will be locked at any time. It is your responsibility to ensure that your possessions are kept safe. This includes hired cars or other hired equipment.

10. Complaints

- (a) If you have a problem during your travel retreat, please inform the TRAVEL GUIDE immediately and we will endeavor to put things right. Please note that we cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

11. Privacy Policy

- (a) We do not share customer details with any 3rd parties. Any personal information that you provide to us will be used only for the service you requested. This information is used only for administration purposes of the site system and in the compilation of statistics used by us to assess the use of the site. This privacy policy does not cover the links within this site linking to other sites.

12. Photography

- (a) I, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably authorize TRAVEL GUIDE to use photographs

and videos of me and or my property and authorize her and her assignees, licensees, legal representatives and transferees to use and publish (with or without my name) photographs, pictures, portraits, videos, or images in any and all forms and media and in all manners, including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form in advertisements or internet websites), for any product or services, or other lawful uses as may be determined by the photographer or TRAVEL GUIDE. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

I agree and have read the above and understand the terms of this agreement.

DATE

PARTICIPANT NAME

DATE

Kathryn Portanova, Owner, Truly Italy

Participant Information:

Full Name _____

Birthday _____ / _____ / _____ (optional) Preferred Name _____

Mailing Address:

Street Address _____ City _____

State _____ Zip _____ Country _____

Phone() _____

Email _____

Emergency Contact:

Name of Contact _____

Relationship of Participant _____

Email _____

Phone # () _____

Alternate Phone # () _____

Photo Release Preference:

As mentioned above, we will be photographing and filming during the retreat and you may end up being in photographs. We will be sharing these photographs with the group in a private folder following the end of the retreat, and hope to gather some of your photos as well to share with the rest of the group and on our social media channels. You can indicate to us if there are specific photos of you that you do not wish to be shared as well (for example, group photos are okay but solo photos are not).

Do you prefer (check all that apply):

- Yes, you may photograph and film me during the retreat.
- No, please do not photograph or film me during the retreat.
- If photographed, I am okay with these photos being shared on social media, the website, etc.
- If photographed, please do not share photos of me on social media, the website, etc.
- Other: _____