



## SAILING TRIP TERMS AND CONDITIONS

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This Sailing Trip Terms and Conditions (“Agreement”) is between Truly Italy LLC, Sailing2Wellness and you, the undersigned (“You” or “Participant” interchangeably).

You desire to enroll in and participate in a Sailing Trip hosted by Travel Guide & Sailing2Wellness (the “Sailing Trip”), as further described below. In consideration of enrollment in the Sailing Trip, You agree to the following:

### **RETREAT:**

This is a **7 night** Sailing Trip in **Sardinia & Corsica**.

*This trip is a Truly Blue Sardinia Sailing Trip that is set on a 48 ft Luxury Catamaran off the coast of Sardinia.*

*What’s included is the following:*

*Accommodation on a luxury 48 ft catamaran, all the meals, all excursions, transportation, snacks on board with clients' preferences, high speed WIFI, a private wine tastings, a full day at a luxury spa, Cabin with Air Conditioning, UNESCO Access: "Maddalena Islands", Fuel & Port fees, Expert skipper & Gourmet Chef, Transfer by van to/from Private Wine Tour.*

**\*\*Including:\*\***

- 7-night Catamaran Accommodation
- Expert skipper & Gourmet Chef
- Organic Breakfast & Lunch
- Guided Wellness Activities
- Fuel & Port fees
- Wi-Fi Onboard
- Bedding and Towels
- UNESCO Access: "Maddalena Islands"
- Yacht End Cleaning
- Cabin with Air Conditioning
- Wellness Spa Day, Sardinian Style
- Private Wine Tour & Tasting
- Paddle Board
- Snorkel Set
- Airport Transfer
- 7 Curated Evening Dinners
- Complimentary Paired Lunch Wines
- Luxurious Lunch at Thalasso Resort

- Blue Zone Excursion (incl. Transfer, tasting with a Light Lunch (cheeses, salumi and wine and local guides)

*What is NOT included is the following:  
Airfare, travel insurance*

*Attached is a rough draft of our itinerary.*

### **ENROLLMENT, PAYMENT:**

To secure your enrollment in the Sailing Trip, You must agree to the terms of this Agreement and pay Travel Guide a non-refundable 25% deposit. Upon receipt of both, You will be considered 'reserved.'

All prices are per person, double occupancy. Payments shall be made via Travel Guide's website. Full payment is due **March 1, 2025**, eighty-four (84) days prior to the first day of the Sailing Trip.

**Pricing per person, Double Occupancy Front & Master Cabins = €5825**

**Pricing per person, Double Occupancy Bunk Bed Cabins = €4825**

**Pricing per person, Single Occupancy = €9320**

The payment schedule is:

- 25% non-refundable deposit, due upon enrollment
- 25% payment due before January 1, 2025
- **Final payment due 84 days before start of Trip (March 1, 2025)**

You may pay the balance, or the full amount via booking tool:

- Credit card
- Bank Transfer

Note that the balance, or pay-in-full, is due no later than sixty (60) days prior to the first day of the Sailing Trip to secure your spot and ensure Sailing Trip capacity is met.

### **CANCELLATION, REFUND, TRANSFERABILITY:**

**CANCELLATION BY PARTICIPANT:** You (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 the Travel Guide in writing. Cancellation will take effect the day such notification is received by the Travel Guide.

If you cancel a trip:

- within 7 days of your booking: 100% refund
- after 7 days and more than 12 weeks before the departure date, we will hold the deposit amount
- 12 weeks or fewer prior to the departure date: 0% refund

Any credit resulting from a cancellation may be applied towards any other available trip offered by us. This credit is not transferable or redeemable for cash. This credit excludes flights or insurance as they will have their own booking conditions.

In any cancellation made by You, Travel Guide will use your deposit towards a future reservation for a future Sailing Trip.

Bookings are for the stated period of the Sailing Trip. There are no refunds for any unused portion of the Sailing Trip. 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.

**CANCELLATION BY TRAVEL GUIDE:** Travel Guide & Sailing2Wellness reserve the right in any circumstances to cancel any Sailing Trip. In particular, Sailing trips require a minimum number of at least seventy-five percent (75%) of the participants to have booked by sixty (60) days before the start date of the Sailing Trip. If this minimum number of 8 participants is not reached by that date Travel Guide may cancel and refund the money, notwithstanding the 25% non-refundable deposit. Your non-refundable 25% deposit can be put towards another Sailing trip in the future.

**Termination by Travel Guide:** If, in the sole discretion of Travel Guide, your behavior at any point of the Sailing Trip violates the terms of this Agreement so much that Travel Guide must terminate your participation in the Sailing Trip or evict You from the Sailing Trip, the amounts You have paid are wholly non-refundable.

**REFUND:** It is the Travel Guide's intent for You to be happy with your participation and experience in the Sailing Trip. Due to the extensive time, effort, preparation, and care that goes into creating such an experience, all sales are final, and no refunds will be provided during or after the Sailing Trip.

**CHARGEBACK:** Unless otherwise provided by law, You acknowledge that all sales are final and Travel Guide does not offer refunds for any portion of your payment, unless explicitly indicated otherwise at the time of purchase. By agreeing to the terms of this Agreement, You agree that You will not issue a chargeback for any payment made as You are fully aware of this Refund Policy and voluntarily consenting to it.

Should You attempt to issue a chargeback with your credit card company, this Agreement will automatically terminate upon such attempt, regardless of whether the attempt is successful or not and You will both forfeit your enrollment in the Sailing Trip AND You will remain contractually responsible for payment in full.

### **PARTICIPANT TRAVEL ARRANGEMENTS:**

All travel arrangements, including airfare, to and from the Sailing Trip, are your responsibility and at your own cost. Travel Guide is not 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 Sailing Trip are at your own cost unless otherwise specified.

**PASSPORT, VISA, AND RELATED TRAVEL DOCUMENTS:** 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 will provide You with a list of any required documentation, if any, that is required for the Sailing Trip, however, is **not** responsible if You are denied entry or exit to/from any country or location due to a lack of valid documentation.

**TRAVEL INSURANCE:** Travel insurance is **required**, and Travel Guide will provide You with travel insurance providers and options. Travel Guide requires that your travel insurance covers the full duration and the activity of Sailing Trip as well as unexpected cancellation and/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 to the Sailing Trip 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.

### **PARTICIPATION, RELEASE OF CLAIMS, DISCLAIMER OF LIABILITY:**

**DISCLAIMER OF LIABILITY:** In attending the Sailing Trip, which includes travel by foot and by car (including drivers hired by Travel Guide) yoga mat workouts, outdoor or athletic events, activities, and programs, and the use of rented or hired premises, facilities, and equipment, You hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers association with the Sailing Trip.

You acknowledge that some of these risks can occur suddenly and cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, stroke and concussions; and (3) catastrophic injuries including paralysis and death.

Certain activities will be hosted by third-party companies. At all times, You shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to You by the Travel Guide team & Sailing2Wellness team, or employees or agents of hired third party companies. Should You ignore instruction, posted safety signs, rules, verbal instructions, or the law, You are doing so at your own risk and assume all injury and damages to Yourself and others. Furthermore, You agree to assume full responsibility for any and all injuries, damages, and losses (including personal property) which are sustained or aggravated by You in relation to the Sailing Trip.

You declare yourself to be both physically sound and healthy, and do not suffer from any condition, impairment, disease or any illness that would prevent your participation in any of the Sailing Trip activities, including extensive yoga, walking, hiking, sailing and water sports. You are not aware of any medical condition that would render You unfit to participate in the Sailing Trip. You will notify the Travel Guide immediately of any change in medical condition, including pregnancy. Furthermore, You agree that if you experience any symptoms such as shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether or not You are under direct supervision of a representative of Travel Guide, You will immediately cease the activity and inform a representative of Travel Guide of your symptoms. You agree to let the Travel Guide know if You have any physical or mental injuries, limitations, or restrictions, including dietary requirements and allergies, and to be mindful at all times of your body's capabilities during the Retreat. You authorize any representative of Travel Guide to obtain

emergency medical treatment for You, including transportation to a hospital, urgent care, or other medical facility.

In consideration of being allowed to participate in and access the Sailing Trip, You (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Sailing Trip, and (2) release, indemnify, and hold harmless Travel Guide & Sailing2Wellness, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Sailing Trip.

**FORCE MAJEURE:** In rare instances, events beyond the reasonable control of Travel Guide & Sailing2Wellness will occur, including not limited to Acts of God or 'Force Majeure' (including fire, flood, earthquake, storm, hurricane, or other natural disaster); war; strikes or labor disputes; disease; government regulation or advisory; civil disturbance in the surrounding area; terrorism or threats of terrorism; unreasonable or extreme inclement weather; or any other causes reasonably beyond the parties' control, making the Sailing Trip impracticable to perform, illegal, or posing a risk to Travel Guide, Sailing2Wellness, You, or other attendees. In this case, Travel Guide & Sailing2Wellness does not accept any liability for cancellations, delays, or changes.

Travel Guide & Sailing2Wellness is further not responsible for technical problems to third-party transport, third-party staff cancellations, unforeseen changes in your personal circumstances, or other events beyond reasonable control.

#### **MISCELLANEOUS:**

**AMENDMENTS:** Travel Guide & Sailing2Wellness reserves the right to make changes to the itinerary as necessary (e.g., wine-tastings, workshops, cooking classes or other arrangements. In such an event, Travel Guide & Sailing2Wellness will use best efforts to provide comparable accommodations. If a significant change becomes necessary, You will be informed as soon as reasonably possible.

**ACCESSIBILITY AND ACCOMMODATIONS:** Locations for events may vary, but may include vineyards, wineries, backyards, private homes, event centers, and other local overseas businesses. You understand that these locations may be remote and include walking over rough terrain; it is highly suggested that You wear appropriate attire and shoes. Additionally, if You require handicap accommodations or have mobility restrictions, please notify the Travel Guide as soon as possible.

**COMPLAINTS:** If You have a problem during the Sailing Trip, please inform the Travel Guide & Sailing2Wellness immediately who will endeavor to put things right. Note that Travel Guide & Sailing2Wellness are not responsible for the individual behavior of any group member or other guest sharing your accommodation.

**PRVIACY POLICY:** Travel Guide & Sailing2Wellness do not share any customer details, including personally identifiable information with any third parties. Any personal information that You provide will be used only for Sailing Trip purposes - administration purposes of the site system and in the compilation of statistics used by Travel Guide & Sailing2Wellness to assess the use of the site. This Privacy Policy does not cover the links within this site linking to other sites.

PHOTO RELEASE: You authorize Travel Guide & Sailing2Wellness to use photographs and videos of You and or your property, and authorize them and their assignees, licensees, legal representatives, and transferees to use and publish (with or without your 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 or Sailing2Wellness. You further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

CODE OF CONDUCT: Travel Guide & Sailing2Wellness are committed to providing an environment that is free from disrespectful and offensive behavior. Accordingly, harassment and discriminatory behavior amongst attendees, and/or continued disruptive or incendiary behavior will result in immediate expulsion from the Sailing Trip.

**If you are traveling with us, please sign that you have read the above participation agreement & terms and conditions.**

\_\_\_\_\_  
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: \_\_\_\_\_