

# Insight Travels, LLC doing business as RetreaTours®

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## ***Tour Contract and Liability Waiver***

Please refer to the tour website for dates, locations, price, designated guide(s), and instructor(s) [if applicable].

For mutual consideration, the sufficiency of which is hereby acknowledged, the undersigned Tour Participant(s) agree as follows. Checking the acknowledgement box below constitutes acceptance of the contract and suffices as a digital signature.

RetreaTours® will provide Tour Services as outlined in the online itinerary ("Itinerary") on the Tour Dates. The Tour Price includes meals, transportation for the Itinerary from the Starting Point to the Ending Point, hotel accommodations for the places set out in the Itinerary, and entrance fees for the places set out in the Itinerary, unless otherwise noted on the tour website.

The Designated Tour Guide(s) or their representatives will meet the Tour Participants at the airport as listed on the online Itinerary and will accompany the Tour Participants to the locations and events described in the Itinerary, and will return the Tour Participants at the end of the tour to the airport as listed on the itinerary. The trip will commence as scheduled as long as any one Tour Participant arrives as scheduled. If any Tour Participants arrive later than the rest of the group (after the scheduled date of arrival) there may be additional costs associated with meeting up with the group tour for those Tour Participants arriving late.

The Tour Participants shall arrive on the date/time at the airport as listed on the online Itinerary.

Upon receipt by RetreaTours of the deposit and this contract and the included Statement of Policy and Terms & Conditions, which is a part of the contract, both having been fully executed by the Tour Participants, the tour dates will be reserved by RetreaTours for the benefit of the Tour Participants. RetreaTours shall have no obligation to provide any part of the tour services unless the total tour price has been received by RetreaTours.

There is a minimum number of guests that must register in order for this trip to take place; we will advise you via email when that minimum has been met. We will hold your deposit & payments until the minimum number of guests have registered. If the minimum number of guests have not registered 90 days prior to the departure date, we will give you the option to transfer your reservation to another tour or fully refund your money, including the deposit.

### Payments

Please refer to website for tour price and single supplement (if applicable) and for the payment schedule. It is the Tour Participants responsibility to pay by the scheduled payment dates.

Failure of Tour Participant to pay in full by the indicated final payment due date will be understood and treated as a cancellation.

All deposits/payments by Tour Participants are protected by a surety bond.

## Waivers of Liability

The Tour Participants, by their acknowledgement below, understand that there are risks associated with travel, including but not limited to injury, illness, delay, unavailability or inadequacy of accommodations or service, inclement weather, labor strikes, equipment failure, acts of terrorism and other factors which may interfere with the satisfactory completion of the tour and the Itinerary. The Tour Participants assume the risk of any of these events and of inconvenience, injury, harm or damage to themselves and to their property. The Tour Participants acknowledge that suppliers of travel services, including but not limited to those providing transportation, lodging, and meals, are independent contractors and that RetreaTours is not responsible for their actions or their failures to act.

The Tour Participants, hereby release and agree to hold Brad J. Graf ("B.J.") and Lauren S. Rathvon, RetreaTours, and their and its employees, agents, representatives, affiliated and parent companies harmless from all liability and claims of damage for harm or loss, including but not limited to those for bodily injury, death, illness, property damage or other loss arising out of or associated with the tour or any aspect of participation in it or the Itinerary, except those caused by the gross negligence or bad faith of RetreaTours or its employees. Should this waiver and release be deemed inapplicable to any claim, in no event shall Brad J. Graf or Lauren S. Rathvon, RetreaTours, or their and its employees, agents, representatives, affiliated and parent companies be liable for any damage or loss, singly or in the aggregate, whether claimed in contract, tort or otherwise, in an amount which exceeds the amount actually paid by Tour Participants to RetreaTours as the tour price. This waiver and release shall be binding upon the heirs, estate, assignees, beneficiaries and other representatives of the Tour Participants.

## Miscellaneous

Except as otherwise provided in this contract, this contract may be modified only by written and signed consent of all parties hereto.

This contract is governed by Florida Law without regard to its conflicts of law principles.

Should a judicial proceeding arise concerning this contract, jurisdiction and venue shall solely and exclusively lie in the Florida Twelfth Judicial Circuit.

Should any proceeding, judicial or otherwise, arise concerning this contract, the prevailing party shall be entitled to an award of its attorney's fees and costs. Prevailing party shall be determined by the presiding judge.

## **RetreaTours Statement of Policy and Terms & Conditions**

RetreaTours reserves the right to decline to provide tour services to people who do not meet the criteria which RetreaTours in its sole discretion determines to be appropriate for the Itinerary. To establish if the Tour Participants meet these criteria, a telephone or email interview may take place prior to the execution of the contract.

1. All persons wishing to make a booking must acknowledge agreement with this contract/liability waiver by checking the box below. All such persons will be bound by the conditions that follow. The person or persons included on the release form are hereafter referred to as "Tour Participant." All bookings are made with RetreaTours, "the company."
2. **MANDATORY TRAVEL INSURANCE** It is compulsory that the Tour Participants have travel insurance that covers medical emergencies, emergency medical evacuation and repatriation. Guests are highly encouraged to consider trip cancellation insurance. It is the responsibility of Tour Participants to evaluate their chosen travel

insurance policy to insure it meets their needs and expectations. Tour Participant will be fully responsible to secure on his/her own travel insurance and to show proof before the start of the trip.

3. **PAYMENT/ACCEPTANCE OF BOOKING** The release form must be digitally acknowledged by all those who wish to travel. When this contract and the deposit are received by RetreaTours the tour will be considered booked.
4. **CANCELLATION BY THE TOUR PARTICIPANT** The cancellation charges are as follows unless otherwise indicated on the detailed itinerary for each trip. All cancellations must be received via e-mail or US mail.
  - a. Cancellations prior to 120 days to departure, money will be refunded minus the non-refundable deposit.
  - b. Cancellations received 61 to 119 days prior to departure are subject to a penalty of 50% of the total cost of the trip.
  - c. Cancellations received 60 days or less prior to trip departure will forfeit the entire cost of the trip.
5. **CANCELLATION BY RetreaTours.** RetreaTours reserves the right to cancel a tour for any reason, but will not cancel a tour less than eight (8) weeks before departure except in the case of force majeure. RetreaTours is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. When a tour is cancelled in the case of force majeure, the Tour Participant will receive a full refund minus the nonrefundable deposit. In the event of a trip being canceled, the Tour Participant will not be entitled to make any claims for compensation or damages for any loss, consequential or incidental damages, expense, loss of time or inconvenience which result from such cancellations.
6. **UNUSED SERVICES** There will be no refunds for unused services.
7. **FLEXIBILITY** The outline itinerary as given for each tour must be taken as an indication only of what each group may accomplish and not as a contractual obligation on the part of the company. It is understood that the route, schedules, itineraries, amenities, instructors, and mode of transport may be subject to alteration without prior notice due to local circumstances or force majeure circumstances.
8. **CHANGES** While the company will use its best endeavors to operate this tour as advertised, reasonable changes in itinerary may be made where deemed necessary or advisable by the company. If the company makes a major change the company will inform the Tour Participant as soon as possible if there is time before departure. The company is not responsible for Tour Participants who decide to stay longer than the planned duration of the trip.
9. **ACCEPTANCE OF RISK** RetreaTours tours have been designed to provide Tour Participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal "package" holidays. The Tour Participant acknowledges that the nature of the tour is adventurous and that such trips may involve a significant amount of personal risk.
10. **AUTHORITY ON TOUR** At all times the decision of the company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. The Tour Participant must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should the Tour Participant fail to comply with the above, or should the Tour Participant interfere with the wellbeing of the group, then the tour leader may order the Tour Participant to leave the tour without recourse to any refund. RetreaTours reserves the right to discontinue the tour for a Tour Participant at any point in the event that

RetreaTours in its sole discretion determines that the behavior of a Tour Participant is disruptive, inappropriate, unlawful, or harmful to the offending Tour Participant, to other Tour Participants, or to the business reputation of RetreaTours. In the event that RetreaTours determines to discontinue the tour for that particular Tour Participant, RetreaTours will make a reasonable effort to have the offending Tour Participant escorted to the nearest airport providing commercial air services.

11. TRAVEL DOCUMENTS The Tour Participant must be in possession of a valid passport and all visas, permits and certificates required for the whole of the journey, and the Tour Participant accepts responsibility for obtaining the same. The passport must have at least six-months validity past the last day of the scheduled itinerary as well as at least two blank pages. Information or advice given by the company on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the company.
12. AIRLINES The contents of this document do not commit the airlines contracted with, or any whose services are used in the course of this tour. The responsibility of the airlines is limited to the carriage of passengers and baggage in accordance with their conditions of carriage. Our responsibility in respect of air travel is similarly limited to the airline's conditions of carriage. The airlines contracted with may change from those specified, and RetreaTours is not in a position to specify the type of aircraft to be used by any airline. The Tour Participant cannot cancel the contract without penalty in the event of a change of aircraft operator or aircraft type. RetreaTours reserves the right to charge a fuel surcharge if there is a significant rise in the cost of the in-country airline tickets.
13. VEHICLES RetreaTours cannot guarantee that vehicles which are used have a seat belt for each person in the vehicle.
14. SPECIAL DIET NEEDS RetreaTours will use commercially reasonable efforts to arrange for meals which meet the dietary needs of Tour Participants, but RetreaTours shall have no obligation to Tour Participants to assure that special dietary needs are met.
15. PHOTOS AND MARKETING The Tour Participant consents to RetreaTours using images of him/her taken during the trip for advertising and promotional purposes in any medium. The Tour Participant grants RetreaTours a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.
16. PHYSICAL HEALTH AND SPECIAL NEEDS RetreaTours is not equipped to escort Tour Participants with extreme difficulty in personal mobility. The Tour Participants must be able to walk at least ½ mile distance unassisted and without stopping, unless other Physical Requirements are noted on the tour website. Each Tour Participant is responsible for managing and carrying his/her own luggage and personal items. Each Tour Participant should check with a personal physician regarding the intention to pursue international travel. RetreaTours reserves the right to require Tour Participants to provide a letter from a physician stating that a Tour Participant is healthy enough for international travel.

#### Trip Plan and Orientation

A written Orientation will be provided to the Tour Participants before the Arrival Date. This document will include contact numbers and the names of the hotels the Tour Participants will be using so that the Tour Participants can be reached in the event of an emergency.

**Checking the box below along with your digital signature indicates acknowledgement and agreement of this contract/liability waiver.**

## **TRICYCLE: THE BUDDHIST REVIEW TRAVEL LIABILITY WAIVER**

I wish to participate in a retreat and travel package sponsored by The Tricycle Foundation and, accordingly, for good and sufficient consideration, of which I acknowledge receipt, agree to the following terms and conditions and waiver of liability:

Acceptance of Risk. I acknowledge that there are inherent risks in travel. I understand that the proposed trip is adventurous, that it will involve exposure to environments different from what I am accustomed to and that some personal risk is involved. I agree to accept the risks of inconvenience, injury, harm to myself, including potential loss of life, and damage and loss to my property.

Tour Contract. The travel arrangements are the responsibility of a third-party travel company. I acknowledge that suppliers of travel services, including but not limited to the third-party travel company and those providing transportation, lodging, and meals, are independent contractors and that the Tricycle Foundation is not responsible for their actions or their failures to act. I agree to read and, if I decide to participate, abide by the terms and conditions of the travel company's contract and policies and procedures.

Medical Condition. I have reviewed the travel and other anticipated activities involved in the proposed trip with my personal medical advisor, who has approved my participation.

Waiver of Liability. I hereby agree to release, and not to sue, Tricycle, its officers, directors, employees and representatives, and to hold them harmless from any and all claims for liability and loss, including, but not limited to, those for injury, death, illness, property damage or other loss arising out of or associated with any aspect of the travel, and my participation in it, including, but not limited to, accident, acts of God, or acts of terrorism. This waiver and release shall be binding upon my heirs, assigns and legal representatives.

Photography. I understand that aspects of the travel may be filmed or recorded, and that my name, likeness, picture or voice may be used by Tricycle, its licensees and assigns in publicity, promotion or advertising. I consent to and authorize, in advance, such use and waive my rights of privacy or publicity in connection with it.

This release shall be interpreted under the laws of the State of New York applicable to agreements made and performed therein. The applicable federal and state courts located within New York City shall have the sole and exclusive jurisdiction for the resolution of all disputes arising hereunder. I hereby agree to submit to the jurisdiction of said courts.

I am of full legal age. I have read this release and am fully familiar with its contents.