

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 acknowledgment 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. Please refer to the itinerary on the website for inclusions and exclusions relating to included meals, transportation, lodging arrangements, and entrance fees.

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.

Waivers of Liability

The Tour Participants, by their acknowledgment below, understand that there are risks associated with travel, including but not limited to injury, illness, food-borne illness, failure of any transportation to arrive or depart on time, unavailability or inadequacy of accommodations or service, inclement weather, labor strikes, equipment failure, epidemics, pandemics, outbreak of illness and other health emergencies, 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. RetreaTours shall not be liable for any loss, theft, or damage to possessions left unattended in your hotel room, on any mode of transportation, or in any facility or location during your tour.

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 Seventeenth 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

1. **ACCEPTANCE OF BOOKING** All persons wishing to make a booking must acknowledge agreement with this contract and 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 (possibly even "cancel for any reason"/"CFAR" insurance). It is the responsibility of Tour Participants to evaluate their chosen travel insurance policy to ensure it meets their needs and expectations. Tour Participants will be fully responsible to secure their own travel insurance and to show proof before the start of the trip.
3. **PAYMENT** Please refer to the website for tour price and single supplement (if applicable) and for the payment schedule. It is the Tour Participants' responsibility to make payments as per the scheduled payment dates. If your booking is made within 60 days of the departure date, the full amount is due at the time of booking. Failure of Tour Participant to pay in full by the indicated final payment due date will be understood and treated as a cancellation unless other arrangements have been made in advance with RetreaTours. All deposits/payments by Tour Participants are protected by a surety bond.

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 in the case of force majeure. Force majeure means unusual and unforeseeable circumstances beyond the control of RetreaTours or their suppliers, the consequence of which neither RetreaTours nor its suppliers could avoid even with all due care. RetreaTours is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God, including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disaster; epidemic, pandemic, outbreaks of illness or other health emergencies; war, invasion, acts 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, or any other national disaster, man-made disaster, or natural disaster.

When a tour is cancelled in the case of force majeure, the Tour Participant will receive a refund minus any funds that we are unable to recover from any supplier. 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. RetreaTours cannot assume responsibility for any other travel costs included but not limited to insurance, visas, airfare, and other travel arrangements.

6. UNUSED SERVICES There will be no refunds for unused services.

7. FLEXIBILITY AND CHANGES 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. 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.

In the situation of force majeure or any emergency circumstance, the additional cost of any necessary itinerary alterations will be covered by the Tour Participant. RetreaTours is not responsible for any incidental expenses that may be incurred as a result of the change of itineraries including but not limited to visas, hotel accommodations, or flights.

8. **ACCEPTANCE OF RISK** RetreaTours trips 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. These risks are increased by the fact that these trips may take place in remote locations, far from medical facilities. The Tour Participant assumes all such risks associated with participating in these trips and any activities they choose to engage in, including, but not limited to, any excursions involving animals, riding on animals, snorkeling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, kayaking, or whitewater rafting.
9. **OPTIONAL ACTIVITIES** Optional activities not included in the trip price do not form part of the trip or this contract. The Tour Participant accepts that any assistance, recommendations, or advice given by the company or local representative in arranging optional activities (including before or after a trip) does not render the company liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.
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 offering commercial air services.
11. **COVID-19 ACKNOWLEDGEMENT** The Tour Participant acknowledges that they are choosing to travel at a time when they may be exposed to the COVID-19 virus. Please refer to your trip website for specific COVID-19 protocols that must be adhered to in your destination(s), such as mask-wearing, hand-washing, and social distancing. Noncompliance with these measures will result in not being able to continue on the journey. Tour Participant voluntarily assumes all risks and related expenses in the event that they or any member of their traveling party require testing, quarantine, or become infected with COVID-19.
12. **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 these items. The Tour Participant is responsible for the full amount of costs incurred by RetreaTours as a result of missing or incorrect documentation. 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 is given in good faith but without responsibility on the part of the company.
13. **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 airline tickets.

14. VEHICLES RetreaTours cannot guarantee that vehicles that are used have a seat belt for each person in the vehicle.
15. PHOTOS AND MARKETING The Tour Participant consents to RetreaTours using images of them 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. SPECIAL DIET NEEDS RetreaTours will use commercially reasonable efforts to arrange for meals that meet the dietary needs of Tour Participants, but RetreaTours shall have no obligation to Tour Participants to assure that special dietary needs are met. For individuals with severe allergies including but not limited to fish, seafood, and/or peanut allergies, please be aware that travels to certain countries increase the risk that fish and/or peanuts may be in the food even if/when the restaurant denies such.
17. PHYSICAL HEALTH AND SPECIAL NEEDS Please see your trip website for suggested fitness requirements specific to your intended destination(s). RetreaTours will make reasonable efforts to accommodate special needs of Tour Participants, but Tour Participants should be aware that the Americans with Disabilities Act is inapplicable outside the United States and facilities outside the United States for disabled individuals may be limited. Most of our trips are not wheelchair or motorized scooter accessible because accessibility in our destinations cannot be guaranteed. We cannot accommodate service animals. Each Tour Participant is responsible for managing and carrying their own luggage and personal items.

Each Tour Participant should check with a personal physician regarding the intention to pursue international travel. We can provide details on mandatory health requirements for your destination(s); however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice prior to travel for the latest health requirements and recommendations for your destination. 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.

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