Insight Travels, LLC
Doing business as RetreaTours
8821 NW 14th Street
Pembroke Pines, Florida 33024
1-941-363-1065
Notice email: Lauren@RetreaTours.com
Other email: BJ@RetreaTours.com
Florida Seller of Travel License ST38739

TOUR PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND TERMS & CONDITIONS

This Tour Participation Agreement is entered into between the undersigned participant ("Participant") and RetreaTours, operated by Insight Travels, LLC, a Florida limited liability company ("RetreaTours").

By booking a Tour, making any payment, or electronically signing or accepting this Agreement, Participant acknowledges that they have read, understood, and voluntarily agreed to all terms and conditions set forth below. Electronic signatures, checkboxes, and digital acknowledgments constitute legally binding signatures under the E-SIGN Act.

1. DEFINITIONS

"Tour" means the entire travel experience organized, arranged, marketed, or facilitated by RetreaTours, including but not limited to pre-tour and post-tour activities, extensions, optional activities, accommodations, transportation, transfers, sightseeing, meals, guiding services, cultural activities, rest days, group activities, and free time, whether supervised or unsupervised, and all related services or arrangements, whether provided directly by RetreaTours or by third-party suppliers.

"RetreaTours" means Insight Travels, LLC and its owners, members, managers, officers, employees, agents, representatives, Tour leaders, guides, affiliates, successors, and assigns, including Brad J. Graf and Lauren S. Rathvon personally.

"Participant" means any individual who books, registers for, signs, or otherwise agrees to participate in a Tour and accepts this Agreement. Participant represents and warrants that they have the authority to accept this Agreement on behalf of all individuals included in the booking, including any spouse, partner, traveling companion, guest, or minor. If a minor is included, Participant represents and warrants that they are the minor's parent or legal guardian (or otherwise have legal authority to sign on the minor's behalf). This Agreement is binding on each such individual.

"Independent Contractors" means third-party suppliers that are not owned, operated, or controlled by RetreaTours, including but not limited to hotels, lodges, camps, transportation providers, airlines, drivers, teachers, guides, activity operators, and local ground operators.

“Force Majeure” means any event, circumstance, or cause beyond the reasonable control of RetreaTours, whether foreseeable or unforeseeable, including but not limited to acts of God; natural disasters; earthquakes; floods; fires; hurricanes; typhoons; volcanic eruptions; extreme weather; pandemics; epidemics; public health emergencies; disease outbreaks; quarantines; invasion; acts of foreign enemies; hostilities (whether or not war is declared); armed conflict; war; civil war; rebellion; revolution; insurrection; military or usurped power; confiscation; nationalization; expropriation; seizure; government sanction; blockade; embargo; trade restriction; terrorism; sabotage; civil unrest; riots; strikes; lockouts; labor disputes; interruption or failure of utilities, communications, transportation systems, fuel supplies, or infrastructure; airline cancellations; border closures; visa restrictions; government orders, regulations, advisories, or travel warnings; acts or omissions of governmental authorities; supplier insolvency; or any other natural or man-made disaster or event that renders performance of the Tour impossible, impracticable, unsafe, or commercially unreasonable. Participant acknowledges that unexpected cost increases, supplier unavailability, or operational disruptions in foreign jurisdictions may render performance commercially unreasonable.

“Agreement” means this Tour Participation Agreement, Release of Liability, Assumption of Risk, and Terms & Conditions, together with any Tour-specific terms, payment schedules, and inclusions/exclusions published on the applicable Tour webpage.

2. TOUR SERVICES; ITINERARIES; GROUP SIZE; TOUR LEADER AUTHORITY

Tour itineraries are provided in advance but are subject to change due to local conditions, safety concerns, weather, transportation issues, government actions, or other operational realities. Published maximum group sizes are estimates only. RetreaTours reserves the right to exceed the stated group size by a reasonable number as operationally necessary. Group size variations do not constitute a material change to the Tour.

Participant acknowledges that international travel requires flexibility. RetreaTours makes no guarantee regarding wildlife sightings, weather conditions, road access, or completion of every aspect of an itinerary.

Tour Leader Authority. Participant agrees that the decisions of RetreaTours’ Tour leaders, guides, or representatives are final on all matters that may affect safety, logistics, itinerary changes, group operations, or Tour continuity. Participant agrees to comply promptly with all reasonable instructions issued by RetreaTours personnel and suppliers during the Tour.

3. PAYMENTS; DEPOSITS; PRICING

Deposit amounts, payment schedules, and final payment deadlines vary by Tour and are published on the applicable Tour webpage at the time of booking. The deposit amount displayed for the selected Tour is incorporated into this Agreement by reference.

All deposits are non-refundable and non-transferable for any reason whatsoever.
Failure to make any payment when due under the published payment schedule may be treated as a cancellation by Participant and may result in forfeiture of amounts paid.

Pricing Adjustments; Supplier Surcharges; Fuel and Currency Volatility. Tour pricing is based on supplier rates, taxes, and transportation costs in effect at the time the Tour is published and booked. Participant acknowledges that pricing may increase due to factors outside RetreaTours' control, including but not limited to fuel price volatility, transportation surcharges, government taxes or fees, currency fluctuations, or supplier-imposed cost increases. RetreaTours reserves the right to pass through such increases to Participant only to the extent necessary to cover the actual additional costs incurred. Any such adjustment will be communicated in writing and is due upon notice. If Participant declines to pay any properly disclosed adjustment, RetreaTours may treat the reservation as cancelled by Participant and apply the cancellation terms of this Agreement.

Minimum Participation. Certain Tours require a minimum number of participants to operate. RetreaTours will notify Participant by email when the Tour is confirmed. If the minimum number of participants is not met by ninety (90) days prior to departure, RetreaTours may cancel the Tour. In that event, Participant may elect to transfer to another Tour (if available) or receive a refund of amounts paid to RetreaTours for the Tour. RetreaTours is not responsible for any costs incurred by Participant outside of payments made directly to RetreaTours, including airfare, hotels, visas, insurance, vaccinations, or other independent travel arrangements.

4. CANCELLATION BY PARTICIPANT

Cancellations are effective upon RetreaTours' receipt of written notice. Written notice must be sent by email to either Lauren@RetreaTours.com or L.S.Rathvon@gmail.com. Notice is effective upon receipt by RetreaTours at either address. Participant is responsible for ensuring delivery.

All deposits are non-refundable. Unless otherwise stated in writing by RetreaTours for a specific Tour, the following cancellation fees apply:

a. 150 days or more prior to departure: amounts paid will be refunded minus the non-refundable deposit.
b. 76 to 149 days prior to departure: 50% of the total Tour cost is forfeited.
c. 75 days or fewer prior to departure: 100% of the total Tour cost is forfeited (no refund).

For purposes of this section, 'total Tour cost' includes the base Tour price, any single supplement, and any add-ons or upgrades purchased through RetreaTours.
Unused services have no cash value and are not transferable or exchangeable.

5. CANCELLATION OR CHANGES BY RETREATOURS; FORCE MAJEURE; ADDITIONAL COSTS

RetreaTours may cancel, interrupt, delay, or materially alter a Tour due to a Force Majeure event. In such cases, Participant shall be entitled only to a refund of amounts, if any, that are actually recoverable by RetreaTours from third-party suppliers. RetreaTours has no obligation to refund non-recoverable or unrecoverable costs, whether or not itemized or documented. RetreaTours will determine recoverability in its reasonable discretion based on supplier terms and conditions. RetreaTours is not an insurer or financial guarantor and cannot absorb or advance unrecoverable costs. RetreaTours may, in its sole discretion, offer a credit toward a future Tour in lieu of a refund.

Additional Costs Due to Force Majeure or Emergencies. If RetreaTours determines that itinerary alterations, substitutions, rerouting, delays, additional transportation, additional accommodations, or other operational changes are necessary due to Force Majeure or any emergency circumstance, Participant agrees to be financially responsible for any additional costs required to implement such changes. RetreaTours is not responsible for any incidental or consequential expenses arising from such changes, including but not limited to visas, flights, airline change fees, additional hotel nights, meals, testing or documentation costs, and other independent travel arrangements. RetreaTours has no obligation to advance funds; however, if RetreaTours elects to advance costs in its discretion, Participant agrees to reimburse RetreaTours upon demand.

6. TRIP INTERRUPTION; LATE ARRIVAL; MISSED SERVICES

RetreaTours is not responsible for delays, missed flights, missed connections, or interruptions caused by Participant, airlines, weather, mechanical issues, or other third parties.

If Participant misses any portion of the Tour, Participant is solely responsible for all costs associated with rejoining the group, including transportation, accommodations, guide wait time, rebooking fees, and administrative coordination. No refunds will be issued for missed services.

No refunds will be granted for dissatisfaction with itinerary, accommodations, weather, wildlife sightings, group dynamics, or other subjective factors.

7. ASSUMPTION OF RISK; TRANSPORTATION SAFETY ACKNOWLEDGMENT

Participant acknowledges that participation in the Tour involves inherent risks, including accidents, illness, injury, death, emotional distress, wildlife encounters, uneven terrain, vehicle accidents, limited medical facilities, crime, political instability, acts of third parties, and delays in emergency response. Participant understands that RetreaTours is not a common carrier and does not provide transportation services itself. Participant knowingly and voluntarily assumes all risks associated with participation in the Tour, whether foreseen or unforeseen, including the possibility that medical care may be delayed, limited, or unavailable.

Transportation Safety Acknowledgment. Participant acknowledges that transportation during the Tour may occur in vehicles that do not meet United States safety standards. Seat belts may not be available, functional, or provided in every vehicle or for every seating position. Participant voluntarily assumes all risks associated with transportation during the Tour, including risks arising from the absence or malfunction of seat belts or other safety features.

8. WAIVER AND RELEASE OF LIABILITY

To the fullest extent permitted by Florida law, Participant releases, waives, and forever discharges RetreaTours, Insight Travels, LLC, and their owners, members, managers, officers, employees, agents, representatives, successors, assigns, and Brad J. Graf and Lauren S. Rathvon personally, from any and all claims, including those arising from the ordinary negligence of the released parties.
This release does not apply to gross negligence or willful misconduct.

This Agreement and the releases and waivers contained herein are binding upon Participant's heirs, estate, beneficiaries, successors, and assigns.

9. INDEMNIFICATION AND DEFENSE

Participant agrees to indemnify, defend, and hold harmless RetreaTours, Insight Travels, LLC, and Brad J. Graf and Lauren S. Rathvon personally (collectively, the "Indemnified Parties"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses of any kind (including reasonable attorneys' fees and costs), arising out of or relating to: (i) Participant's acts or omissions; (ii) Participant's violation of any law, regulation, or local requirement; (iii) Participant's breach of this Agreement; (iv) injury to or death of any person caused by Participant; (v) damage to or loss of property caused by Participant; or (vi) any false, incomplete, or misleading statement by Participant, including regarding medical condition or fitness to participate. This obligation applies immediately upon the assertion of any claim and is not dependent upon a final determination of fault.

10. INDEPENDENT CONTRACTORS; AGENCY DISCLOSURE

RetreaTours acts solely as an agent for the Participant in arranging services provided by Independent Contractors. RetreaTours does not own, operate, supervise, or control such contractors and is not responsible for their acts or omissions, including actions of immigration officials, customs authorities, police, military, border officials, or governmental entities.

11. OPTIONAL AND THIRD-PARTY ACTIVITIES

Optional activities are operated by Independent Contractors. RetreaTours does not supervise or control such activities and is not responsible for injuries, losses, or damages arising from participation. Any assistance, recommendation, referral, scheduling help, or advice provided by RetreaTours regarding optional or third-party activities is a courtesy and does not create liability.

12. PARTICIPANT CONDUCT; REMOVAL FROM TOUR

RetreaTours may remove any Participant whose conduct is disruptive, unsafe, unlawful, or detrimental to the group or Tour operations. Removal may be initiated by RetreaTours or any supplier, operator, or authority. No refund will be issued. Participant is responsible for all costs associated with early departure or removal.

Compliance with Laws; Prohibited Conduct. Participant agrees to comply with all local laws, customs, and regulations in every destination, including laws relating to controlled substances, prescriptions, alcohol, firearms, currency exchange, and import/export restrictions. Participant acknowledges that laws and penalties may be significantly more severe outside the United States, and that certain substances (including marijuana and related products) may be illegal even if legal in Participant's home jurisdiction. RetreaTours has no responsibility for any legal consequences arising from Participant's actions. Any illegal or unsafe conduct may result in immediate removal from the Tour without refund, and Participant will be responsible for all related costs.

13. HEALTH; PHYSICAL FITNESS; NO ACCOMMODATION GUARANTEE; ACCESSIBILITY; DIETARY NEEDS

Participant represents and warrants that they are physically and mentally fit to participate and have disclosed any condition that may affect participation.

RetreaTours does not guarantee accommodations for medical conditions, disabilities, mobility limitations, or dietary needs. Any assistance provided is a courtesy and not a contractual obligation.

Accessibility; ADA; Service Animals; Luggage. Participant acknowledges that the Americans with Disabilities Act ("ADA") and comparable accessibility standards may not apply outside the United States and that accessibility accommodations, medical infrastructure, and mobility support may be limited or unavailable in many destinations. RetreaTours does not guarantee wheelchair or motorized scooter accessibility, and many Tours involve stairs, uneven terrain, limited vehicle access, and facilities without elevators or ramps. RetreaTours does not guarantee the ability to accommodate service animals. Participant is solely responsible for managing and transporting their own luggage and personal items, including during transfers, hotel check-ins, and airport procedures.

Dietary Needs; Allergies. RetreaTours may attempt to communicate dietary preferences or restrictions to suppliers as a courtesy; however, RetreaTours does not guarantee that dietary needs or allergen avoidance can be accommodated. Participant acknowledges that cross-contamination and undisclosed ingredients may occur, particularly in foreign jurisdictions where labeling standards, food handling practices, and communication may differ from those in the United States. Participants with severe allergies or dietary sensitivities assume all associated risks and remain solely responsible for managing their dietary needs and any related medical care.

Medical Clearance. For the safety and well-being of all participants, RetreaTours may request that Participant provide written confirmation from a licensed physician that Participant is medically and physically able to participate in the Tour and any planned activities. If requested, Participant agrees to provide the confirmation by the deadline specified by RetreaTours. If appropriate documentation is not provided, or if Participant is unable to safely participate in essential Tour components, RetreaTours may, in its reasonable discretion, discuss alternatives with Participant, which may include modified participation, independent arrangements at Participant's expense, or withdrawal from the Tour. Any refund, if applicable, will be handled in accordance with the cancellation terms of this Agreement.

14. EMERGENCY MEDICAL AUTHORIZATION

Participant authorizes RetreaTours to obtain emergency medical treatment, evacuation, or assistance and to release medical information to providers or insurers. Participant is solely responsible for all associated costs. RetreaTours has no obligation to advance funds.

15. TRAVEL INSURANCE

Participant is required to obtain travel insurance, including medical coverage of at least USD $100,000 and emergency evacuation and repatriation coverage of at least USD $250,000. Failure to obtain insurance results in full personal responsibility for all related costs.

Proof of insurance must be provided by email no later than fourteen (14) days prior to departure. Failure may result in removal from the Tour without refund.

16. TRAVEL DOCUMENTS; ENTRY REQUIREMENTS

Participant is solely responsible for obtaining and carrying valid passports, visas, permits, vaccination certificates, and any other documentation required for entry, transit, and travel in all destinations on the Tour. Participant acknowledges that passport validity requirements may include having at least six (6) months remaining validity beyond the last day of the Tour and sufficient blank passport pages (minimum of 2). Any information provided by RetreaTours regarding documentation is given in good faith but without responsibility or liability. RetreaTours is not responsible for any denial of entry, refusal of boarding, deportation, delays, or other consequences arising from improper, missing, or noncompliant documentation, and no refunds will be provided in such cases. Participant is responsible for any costs incurred as a result of missing or incorrect documentation.

17. ILLNESS, QUARANTINE, AND PUBLIC HEALTH REQUIREMENTS

Participant agrees to comply with all health, safety, and disease-prevention measures required by RetreaTours, local authorities, transportation providers, lodging providers, or medical professionals. Failure or refusal to comply may result in removal from the Tour without refund.

Participant understands and accepts the inherent risk of exposure to communicable diseases during travel. Participant is solely responsible for any and all costs related to testing, treatment, quarantine, isolation, medical care, or related expenses arising before, during, or after the Tour.

If a Participant is sharing accommodations and their roommate becomes ill with a suspected or confirmed communicable disease, any request by the healthy roommate to be moved to a separate room shall be at that Participant's sole expense. RetreaTours makes no guarantee that a separate room will be available, as such arrangements are entirely dependent on hotel availability at the time.

If a Participant becomes ill and requires isolation, relocation, or removal from shared accommodations, all related costs shall be the responsibility of the affected Participant. This includes, but is not limited to, the cost of alternate or private transportation (such as a separate vehicle or transfer) if required or requested due to illness, safety concerns, or public health guidance.

No refunds will be provided for missed Tour services, accommodations, transportation, or activities due to illness or related preventive measures.

18. PHOTOGRAPHY AND MEDIA RELEASE

Participant acknowledges that RetreaTours may take photographs, video, and audio recordings during the Tour for trip documentation and promotional purposes. Participant grants RetreaTours a worldwide, perpetual, royalty-free license to use such content in which Participant may appear, without compensation.

If Participant prefers not to appear in close-up or clearly identifiable promotional content, Participant must notify RetreaTours in writing before the Tour begins, and RetreaTours will make reasonable efforts to honor the request; however, Participant understands that incidental inclusion in group or background footage may still occur.

19. LUGGAGE AND PERSONAL PROPERTY

RetreaTours is not responsible for loss, theft, damage, or delay of luggage or personal property.

20. CHARGEBACKS AND PAYMENT DISPUTES

Participant agrees not to initiate any chargeback, payment dispute, or reversal request (including through a credit card issuer, bank, PayPal, or any other payment platform). Any such action constitutes a material breach of this Agreement. Participant is responsible for all resulting fees, costs, chargeback penalties, administrative costs, collection costs, and reasonable attorneys' fees. RetreaTours may cancel participation immediately and may pursue collection. Participant agrees that RetreaTours' records and documentation shall be sufficient evidence of amounts owed.

21. LIMITATION OF LIABILITY; NO CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, RetreaTours' total liability shall not exceed the amount paid by Participant for the Tour.

RetreaTours shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to loss of enjoyment, emotional distress, inconvenience, lost opportunities, loss of time, or other non-economic damages, whether or not foreseeable.

22. DISPUTE RESOLUTION; GOVERNING LAW; VENUE; JURY WAIVER

This Agreement is governed by the laws of the State of Florida, without regard to conflict of law principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the Tour shall first be submitted to good-faith mediation in Broward County, Florida. Any action, suit, or proceeding arising out of or relating to this Agreement or the Tour shall be brought exclusively in the state or federal courts located in Broward County, Florida, and Participant consents to personal jurisdiction in such courts.

PARTICIPANT KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY AND WAIVES THE RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

23. TIME LIMIT FOR CLAIMS

Any claim must be brought within one (1) year of the event giving rise to the claim.

24. SEVERABILITY; INTERPRETATION

If any provision is held invalid, the remaining provisions remain enforceable. Headings are for convenience only.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Participant acknowledges that they have had the opportunity to ask questions and seek independent legal advice prior to acceptance. By signing or electronically accepting this Agreement, Participant confirms full understanding and acceptance of all terms.