

**Travel with Tania
Friendsgiving in Aruba
Trip Agreement**

This Retreat Agreement (“Agreement”) dated _____ is made between _____ (hereinafter referred to as “Participant”) the retreat organizer, **Tania Maduro** (collectively “Organizer”) regarding the **TRAVEL WITH TANIA FRIENDSGIVING IN ARUBA** at Bakval, Noord, Aruba (the “Retreat”).

Your attendance at the Retreat, as further defined below, is wholly voluntary, and subject to the terms and conditions contained within this Agreement.

Retreat Standards and Requirements

By agreeing to and reserving a place to attend the Retreat, you represent, warrant, and agree to the following:

- You are at least 21 years of age.
- You have read and agreed to the Retreat Terms and Conditions. _____ (initial)
- The information you submit in your registration form is true, accurate, and complete, and you will maintain and update this information during the term of this Agreement so that it remains true, accurate, current, and complete.
- You will not exhibit prohibited behaviors listed with the separate Terms and Conditions.
- You will not violate any applicable laws, rules, regulations, or ethical codes.
- You will not impersonate any person or entity or make any false statement regarding your employment or affiliation with any person or entity.
- You will respect and adhere to local laws and ordinances of the United States of America and the Country of Aruba.

Article 1 – PARTICIPANT INFORMATION

Name: _____

Date of Birth: _____

Address: _____

Telephone: _____

Email: _____

Emergency Contact: _____

Article 2 – HEALTH INFORMATION REGARDING PARTICIPANT

Do you have any physical, mental or other conditions that may interfere with your ability to safely participate in the Retreat or in the outdoor activities, yoga, massages, swimming, jeep excursions, snorkeling, scuba diving and other sight-seeing activities we will do there?

(Examples may include heart conditions, asthma, pregnancy, back, neck or knee pain, etc.)
Please also advise of any food allergies and allergies to any medications.

Article 3 - RETREAT DETAILS AND PRICES

The details of the retreat are as follows:

Name of Retreat: Travel with Tania Friendsgiving in Aruba

Type of Retreat: You will be immersed in a 7 day experience with the opportunity to explore Aruba and party with Tania Maduro.

Dates: November 22, 2023 through November 29, 2023

Location: Bakval, Noord, Aruba

Fees: The cost of the Retreat with Shared Accommodation is **\$1,950.00 USD** and the cost of the Retreat with Private Accommodation is **\$2,350.00 USD**. This flat fee includes the following: 7 nights of accommodation at the Merlot Villas Aruba; varied meals; general refreshments, beverages, specific excursions such as a boat trip with an opportunity for snorkeling and an open bar, visiting Arikok National Park, sightseeing at San Nicolas, organized parties at specifically chosen locations for the whole group, transportation to the selected excursions and back and forth from the main airport. Additional information regarding this retreat can be found in the promotional material provided.

The flat fee set forth in this Article does not include the following: anything not expressly listed above; airfare and any other travel costs to reach the Retreat; costs associated with passports, visas and customs; taxes; medical, travel or trip cancellation insurance; medical examinations and testing required for travel; vaccinations; optional meals; personal expenses (e.g. shopping or any excursions outside of group planned activities, transportation to non-group activities); or self-care/spa services, including but not limited to; massages, regular spa services, manicure/pedicure, facial, skin treatment .

Included Transportation: Transportation from the airport to the villa for arrival and departure, and to and from all included excursions will be provided

Article 4 – RESERVATION AND PAYMENT

At the time of your reservation at the Retreat, the Participant must review and sign this Agreement and return it to the Organizer with a non-refundable deposit of **\$500.00 USD** (“Deposit”). This deposit counts towards the total cost of the Retreat, which is set forth in Article 3 above, depending on which option the Participant chooses. The Participants who choose the

shared room experience (**\$1,950.00**), the deposit shall be in the amount of **\$500.00 USD** and the monthly payment shall be **\$242.00** for 6 months thereafter. The participants who choose the single room experience (**\$2,350.00**), the Deposit shall be in the amount of **\$500.00 USD** and the monthly payment shall be **\$309.00** for 6 months thereafter.

All payments under this Agreement shall be made online at www.lifewithtania.com and are due on the 10th (tenth) day of each month prior to November 2023, which is when the trip is scheduled to take place. Participant must pay the applicable flat fee referenced in Article 3 by September 1, 2023.

Article 5 – GUEST CANCELLATIONS

Participants are highly encouraged to purchase travel insurance. Travel insurance is not included in the cost of this trip. The Organizer will not be responsible for any additional fees paid by the Participant to any third parties, such as travel companies, airfare, etc. The Organizer shall provide for partial refunds as long as the request is made at the earlier of 90 (ninety) days before the scheduled trip in November. The final date for a refund to be requested shall be Friday, September 1, 2023. Upon a timely request, the partial refund shall be half of what has already been paid, but no more than **\$800.00 USD, not including the non-refundable deposit of \$500.00 USD**. The refund will be paid out either as a bank check from Life with Tania or online via PayPal.

If conflict arises, the reserved party will be able to transfer their reservation to another party. The new party will then have to submit the **\$500.00 USD** deposit. The transferring party will not be afforded a refund as they are not formally requesting a refund, rather they are simply making a reservation transfer and the new reserved party will take place of initial party at the retreat.

Article 6 – HOST CANCELLATIONS

The Organizer reserves the right to cancel the retreat up to thirty (30) days prior to the start of the Retreat, for any reason, in the Organizer's sole and exclusive discretion. The Organizer reserves the right to make changes to any aspect of the Retreat or cancel at any time due to too few reservations, conditions at the destination including but not limited to, weather or other natural disasters, pandemics, interruption of transportation or a change in the U.S. State Department Travel Advisories (found at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>). The organizer will not be responsible for any additional fees paid by the Participant to any third parties, such as travel companies, airfare, etc. For additional information, please refer to the Retreat Terms and Conditions.

I have read and agree to Articles 3, 4, 5 and 6 _____ (Initial)

Article 7 – PROHIBITED BEHAVIORS

The Participant agrees not to use the Retreat for any unlawful purpose or any purpose prohibited under this article. The Organizer shall have the right to ask any Participant to leave the Retreat at any time if they are disruptive or violating any provision of this agreement.

Article 8 – PRIVACY POLICY

The Participant acknowledges that any Participant information, included but not limited to, personal information, transcripts, surveys, and recordings, if the Company reasonably believes that disclosure (i) is necessary to comply with a legal process; (ii) would potentially mitigate the Retreat liability in an actual or potential lawsuit; (iii) is necessary or appropriate to protect the Retreat's rights or property, or the rights or property of any person or entity, or (iv) is necessary to deter illegal behavior (including, but not limited to, fraud), may be disclosed by the Retreat. This can be revoked at any time with written notice to the Organizer. The Organizer does not sell or give personal information on any guest unless required by law. The Participant further acknowledges that they are prohibited from sharing private information learned about the other Participants, the Organizer or their employees.

Article 9 - DISCLAIMERS:

The Participant acknowledges that their participation in the Retreat may involve risks. The participant accepts full responsibility for the consequences of their use or non-use of information provided by the Organizer during the retreat. It is the Participant's responsibility to familiarize themselves with all possible risks involved and to use their own judgment and due diligence before using the information and practices they receive from the Organizer during the retreat. Participant agrees and acknowledges that the Organizer is not liable for any harm that may come to them due to their participation in the Retreat.

The Participant hereby agrees to release, forever discharge, and hold harmless the Organizer and their employees, agents, teachers, instructors, independent contractors, suppliers and other representatives, and their heirs, successors and assigns ("Released Parties") from liability and any claims relating to or caused by the Participant's attendance and participation at the Retreat. The Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors and assigns.

The Participant further releases the Organizer and other Released Parties for any claim, demand, dispute or other legal action which may arise from the Participant's dispute with any other Participant. Participant acknowledges that the Organizer is not responsible for the safekeeping of the Participant's personal property while at the Retreat.

Article 10 – JURISDICTION AND CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. All questions as to this Agreement's validity and enforceability and the construction of its provisions, as well as all disputes arising out of this Agreement shall be interpreted under the laws of the State of Connecticut.

Article 11 – DEFINITIONS

The following definitions shall apply to this document:

- a. The term "Agreement" shall refer to this Agreement, in its entirety.
- b. The term "Retreat" shall refer to the Travel with Tania retreat named above.
- c. The term "Participant" shall refer to the individual and traveler who wishes to take part in the Retreat.
- d. The term "Claims" shall include any and all liabilities, claims, demands, actions, damages, rights of action and causes of action, of whatever kind or nature, including those known or unknown and foreseen or unforeseen, relating to the Participant's participation in the Retreat.
- e. Use of headings in this agreement are for reference purposes only and in no way affect the provisions themselves, nor shall they be used in the interpretation of the provisions to which they relate.
- f. Use of a singular word includes the plural, and vice versa.
- g. Use of a gendered word shall include all genders.

Article 12 – LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, the Retreat SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, DATA OR REVENUES, OR OTHER INTANGIBLE LOSSES, RESULTING FROM ANY PARTICIPANT ATTENDANCE OR SERVICES RENDERED BY THE RETREAT.

Participant shall defend, indemnify and hold the Company, its affiliates and its and their officers, directors, employees, consultants, representatives and agents (collectively, the "Indemnified Parties") harmless from any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against an Indemnified Party related to: (a) any breach of any representation, warranty, covenant or agreement made or to be performed by Participant according to this Agreement; (b) Participant's refusal to pay for services provided by the Retreat; and (c) Participant's active engagement with the Retreat. This section shall survive expiration or termination of this Agreement.

I _____ have read, understand and agree to the above terms and conditions.

Participant

Date