



## Booking Agreement Terms and Conditions

Wanderlust Women LLC (hereinafter “WW”, “we”, “us”, “our”) is a limited liability company organized and existing under the laws of the State of Missouri with an office and principal place of business located at 1603 E. Illinois Street, Kirksville, MO 63501. We are women and we love to travel. We come from all ages, backgrounds, and walks of life and we are united by our passion for new experiences in the world. Each of our trips are uniquely designed to promote a deep sense of connection with oneself, with other like-minded women, and with the world around us. We offer curated local, national, and international travel opportunities surrounded by a community of like-minded and supportive women. Our mission is to build a global community of women who fuel personal transformation and empowerment through travel. We are building a sisterhood and we are proud to bring our clients (hereinafter “traveler”, “you”, “participant”) this unique travel experience. The term “you”, “participant” or “traveler” refers to the traveler making a booking with us and all members of their group.

**CONTRACT.** We draw your attention to the terms and conditions of travel below, and these terms and conditions, as well as all brochures, documents, correspondence and the terms and conditions of our suppliers, form the basis of our contract with you (the “Agreement”). Before making a booking with us you must ensure that you have read and understood these terms and conditions (raising any questions you may have with us). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all of the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree to it. If you do not agree to these terms and conditions or any other aspect of our Agreement, then you must not make a booking or engage in any travel or retreat with us.

If you are making a booking as a group, the leader of the group is responsible for sharing these terms and conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader’s failure to share these Terms with all travelers in their group.

You represent and warrant that you are (a) over the age of eighteen (18); (b) legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.



**VIOLATIONS BY YOU.** You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

**CHANGES TO THESE TERMS AND CONDITIONS.** WW reserves the right, in our sole discretion, to change these terms and conditions at any time. Updated versions of the terms and conditions will be posted on our website at [www.wanderlustwomen.org](http://www.wanderlustwomen.org) and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these terms and conditions have changed. Your continued use of our services including continuing to use or maintain any bookings after any changes to the terms and conditions constitutes your consent to the changes.

**COVID 19 RELEASE OF LIABILITY.** By booking a retreat at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your retreat. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by WW.

You acknowledge that due to the uncertainty of travel at this time, your retreat may be postponed or cancelled or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination. You are responsible for understanding these requirements and must not rely on WW to provide these details. You understand that you may become sick before, during, or after the retreat and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID 19, WW strongly suggests the purchase of travel protection coverage including cancel for any reason coverage, and that should you fail to purchase travel protection coverage, WW shall not be liable to any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, AND HOLD HARMLESS WW, its members, officers, agents, and/or employees, suppliers, and other retreat members (RELEASEES), of from and against



any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

**BOOKING/PAYMENT.** When you are ready to start your next travel adventure simply contact us by filling out the registration form on our website: [www.wanderlustwomen.org](http://www.wanderlustwomen.org). Your booking will be confirmed upon receipt of the completed registration form and payment of the non-refundable deposit or, you so choose, payment in full.

After booking you will receive your itinerary, an invoice showing the balance due, payment plan, if any, and other important travel information. The invoice will contain a breakdown of the elements of your booking and balance due can either be paid in full upon receipt or in installments if you so choose. Provided, however, that the total amount due must be paid in full no later than **120 days in advance** of the retreat commencement date. This invoice is subject to change until you receive confirmation that your travel is booked. ***The initial deposit paid to WW is NON-REFUNDABLE. HOWEVER, non-refundable deposits may be transferable to another retreat within the same calendar year.***

Our bookings do not include airfare. You must make independent air travel reservations related to your booking. Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Upon booking, we will provide you with instructions for payment. You must make all payments in full and on time. If payments are not received when due, we reserve the right to collect a \$100 late payment fee after 14 days and/or cancel your travel and apply the cancellation charges set out in the cancellation section below if your payment is 3 weeks late. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

Once payment in full for your trip is processed, you will receive i) a receipt and ii) a checklist of items for you to review travel documents. Please review documents carefully and promptly as we will not be responsible for any errors. It is your



responsibility to review all travel documentation and alert us as soon as possible with any corrections.

**CREDIT CARD BOOKINGS.** While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click or signed authorization for every transaction for your trip. In addition, you will be charged an additional 2.9% fee if paying your balance by credit card. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. WW retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of WW or the supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

**PRICE AND RATE CHANGES.** The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your full payment. Any increase to your



travel price will be as the result of changes in our costs of supplying your travel resulting from changes by our suppliers, dues or taxes payable locally, currency fluctuations and government action. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new Invoice reflecting any changes made. After full and final payment your price is locked in.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

## **WHAT'S INCLUDED IN YOUR RETREAT**

### ***Accommodations***

If applicable to your specific retreat, overnight accommodations are provided as detailed in your itinerary. Special requests such as single rooms, lower floors, connecting rooms and smoking preference, must be made at the time of booking. While we will make reasonable efforts to communicate your requests to the supplier, such requests are not guaranteed and are at the discretion of the supplier. There may be additional charges for such requests which will be solely the expense of the guest making the request.

Travelers should be aware that hotel room sizes, standards and facilities can vary regionally. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards.

WW reserves the right, if necessary, to substitute other similar hotels for hotels listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for hotel over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at WW's sole discretion and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, hotel and other accommodation profiles are based on information provided to us by the supplier. This includes images and descriptions of the properties and rooms. While WW does its best to maintain current and accurate information regarding these suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images.

### ***Transportation***

WW is pleased to offer ground transportation and transfers in accordance with your individual itinerary. You must be on time for all transportation. There will be no refund for missed or unused transportation. You are responsible for all transfers to and from the airport and you must provide us your flight information no less than 21 days prior to departure. If at any time your flight plans change, you must notify us immediately.



Failure to do so may result in missing a portion of the retreat and no refund shall be due.

### ***Meals***

Meals are as indicated in the itineraries. Special diets should be requested at the time of booking. For safety and liability reasons, WW and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise the hotels of your request but we cannot guarantee their availability.

### ***Sightseeing/Activities***

Sightseeing tours and activities are included as indicated in the itineraries.

### ***Round-trip Airfare***

Roundtrip airfare is not included. However, we bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passport. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. For domestic air travel, you must adhere to the airline's requirements for Real ID's. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

### ***Changes to Itineraries***

WW reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. WW reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, historic sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No tours will be cancelled due to renovations, although WW may choose to amend itineraries for such sites. These changes will not be considered a material changes and will not be considered cause for cancellation by the guest.

If we or our suppliers suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the supplier of the activity and your only recourse in case of damage will be against the supplier of the alternate activity.





### **What's Not Included**

Any items and matters not referred to in your itinerary are not included in the retreat price. This can include, but is not limited to items such as air travel, baggage; passport and visa fees; trip protection and/or insurances of all kinds; gratuities if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; Optional Experiences; and all items of a personal nature. Additional taxes and surcharges may be collected by non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the retreat whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

### **Non-Operation of Retreats**

All retreats are based on a minimum number of participants. WW makes every effort to ensure that retreats meet their minimum requirements. However, if the retreat drops below the minimum number of participants cancellation of the retreat may occur at the sole discretion of WW. In such case, guests will be advised at least 45 days prior to departure. WW reserves the right to change the departure date. We may offer alternative retreat dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and WW will not be liable for the carrier's refusal to make any refund whatsoever. In such case WW will not be liable for any additional costs incurred outside of the retreat prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the retreat.

### **Changes and Cancellations**

#### ***Changes by Traveler***

Since changes are considered canceled services, additional cancellation penalties may apply. Changes are subject to additional hotel charges based on availability and may incur additional fees. Changes to airfare are subject to the carrier's terms and conditions.

#### ***Cancellation by Traveler***

**Refunds may be provided by WW under certain limited circumstances and in accordance with the terms of this paragraph.** As a result, WW strongly suggests that all clients purchase a "cancel for any reason" Travel Insurance Policy within fourteen (14) days of paying the non-refundable deposit. Should a cancellation become necessary, please inform WW immediately in writing via email and request a written confirmation of your cancellation. All cancellations will be subject to a \$75.00 cancellation fee. In the event that you cancel at least **one hundred eighty two(182)** days before the commencement date of the retreat and have funds paid on your account over and above the non-refundable deposit and cancellation fee, the remaining



sums may be transferred to another WW retreat or refunded to you, at your option. In the event that you cancel between 181 and 120 days before the commencement date of the retreat and have funds paid on your account over and above the non-refundable deposit and the cancellation fee, one-half of the cost of the trip will be due to WW. In the event that you cancel less than 120 days before the commencement date of the retreat and have funds paid on your account over and above the non-refundable deposit and the cancellation fee, 100% of the cost of the trip shall be due and payable to WW. Any transfers permitted under this paragraph must take place within the same calendar year of the original retreat. No money will be refunded if the client selects a retreat that is less expensive than the originally booked retreat. In addition, the client will be required to pay the difference if a higher cost retreat is selected.

**If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly suggest the purchase of a travel protection plan including additional cancel for any reason coverage.**

Airline tickets are governed by the air carriers' terms and we are not responsible for any air carrier's decision regarding refund.

### ***Cancellation of Changes by WW***

We reserve the right to cancel or reschedule any departure for any reason. If we cancel, except in the case of a force majeure event, we will offer alternate arrangements. We may at our sole discretion offer travel vouchers or refunds in accordance with the cancellation schedule above. Guest is responsible for any additional costs for air tickets or other travel arrangements not made by us.

If between planning time and/or during actual travel, circumstances require changes, WW and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any retreat, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the retreat. Sightseeing tours may be altered as described above. WW cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes and/or substitutions will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the retreat that has been changed.

**NO REFUND FOR UNUSED ARRANGEMENTS.** As WW' prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.





**FORCE MAJEURE.** WW assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by WW that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by WW.

**TRAVEL PROTECTION.** Travel Protection Coverage is not included. However, it is the traveler's responsibility to protect their purchases. For this reason, **travel insurance and additional cancel for any reason coverage is strongly recommended**. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase.

WW is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. WW cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

**If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

**DESTINATIONS.** Travel to certain destinations may involve greater risk than others. WW urges Travelers to remain informed on a daily basis as to current news, as well as



to review travel prohibitions, warnings, announcements and advisories. Information on conditions and the level of risk associated with travel to particular destinations can be discussed with WW in advance of your retreat. **It is your responsibility to be aware of any and all requirements for admittance to state, including Covid-19 requirements. Should you choose to travel to a state that has been issued a travel warning or advisory, WW will not be liable for damages or losses that result from travel to such destinations.**

**NON-RESPONSIBILITY; LIMITATION OF LIABILITY; CAP ON DAMAGES.**

WW AND ITS EMPLOYEES, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES USE THIRD PARTY SUPPLIERS TO ARRANGE PROGRAMS, EVENTS, ACTIVITIES AND ALL OTHER SERVICES AND PRODUCTS RELATED TO YOUR RETREAT. WE ARE AN INDEPENDENT CONTRACTOR AND ARE NOT EMPLOYEES OR AGENTS OR REPRESENTATIVES OF ANY SUPPLIERS. WE DO NOT OWN, MANAGE, OPERATE, SUPERVISE, OR CONTROL ANY TRANSPORTATION, VEHICLE, AIRPLANE, HOTEL OR RESTAURANTS, OR ANY OTHER ENTITY THAT SUPPLIES SERVICES RELATED TO YOUR TRIP. ALL SUPPLIERS ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OR EMPLOYEES OR REPRESENTATIVES OF OURS. ALL TICKETS, RECEIPTS, COUPONS, AND VOUCHERS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY EACH SUPPLIER, AND BY ACCEPTING THE COUPONS, VOUCHERS, AND TICKETS, OR UTILIZING THE SERVICES, ALL TRAVELERS AGREE THAT NEITHER WW, NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE OR MAY BE LIABLE FOR ANY LOSS, INJURY, DEATH, ACCIDENT, DELAY, IRREGULARITY, OR ANY OTHER DAMAGES OR EXPENSES TO ANY TRAVELER OR THEIR BELONGINGS, OR OTHERWISE, IN CONNECTION WITH ANY SERVICE SUPPLIED OR NOT SUPPLIED RESULTING DIRECTLY OR INDIRECTLY FROM ANY OCCURRENCE BEYOND OUR CONTROL. WE ASSUME NO RESPONSIBILITY OR LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, SCHEDULE CHANGE, CESSATION OF OPERATIONS, LABOR DISPUTE, STRIKE, ACTS OF GOVERNMENT, ACTS OF WAR, TERRORISM, DISEASE, PANDEMIC, QUARANTINE, WEATHER OR OTHER FORCE MAJEURE EVENT OR OTHER CAUSE BEYOND OUR DIRECT CONTROL (EXCEPT TO THE EXTENT REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW). WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, OR RE-ROUTING CAUSED BY ANY ACTS OR OMISSIONS OF ANY SUPPLIER OR GOVERNMENTAL AUTHORITY. THE FACT THAT WE INCLUDE OR OFFER ANY PRODUCT OR SERVICE THROUGH OUR VACATION PROGRAM AND/OR CERTAIN TRAVEL-RELATED SERVICES DOES NOT MEAN WE ARE ENDORSING OR RECOMMENDING SUCH PRODUCT OR SERVICE. ANY AND ALL CLAIMS REGARDING ANY PRODUCTS AND SERVICES OFFERED THROUGH OUR RETREAT ARE LIMITED TO CLAIMS AGAINST THE SUPPLIER OF SUCH



PRODUCTS AND SERVICE. WE HEREBY DISCLAIM ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH PRODUCTS OR SERVICES PROVIDED BY ANY SUPPLIER, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, DEATH, PROPERTY DAMAGE, LOSS, ACCIDENT, DELAY, IRREGULARITY OR ANY OTHER DAMAGES OR EXPENSES WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, OR OTHERWISE, OF SUCH SUPPLIERS AND YOU HEREBY EXONERATE US FROM ANY LIABILITY WITH RESPECT TO THE SAME. WW RESERVES THE RIGHT TO REFUSE ANY TRAVELER OR POTENTIAL TRAVELER IN ITS SOLE, ABSOLUTE AND UNFETTERED DISCRETION.

**ASSUMPTION OF RISK/WAIVER.** Traveler is aware that travel to such areas as traveler is undertaking on the trip may involve inherent risks, some in remote areas. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, yoga, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, WW and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release WW from any and all claims associated with the trip, including any claims of third-party negligence and/or the negligence of WW and traveler hereby covenant not to sue WW for any such claims or join any lawsuit or action that is suing WW. This Agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.



**INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless WW, and each of our officers, directors, employees and agents (collectively “WW”), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by WW (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

**BAGGAGE FEES.** Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. WW is NOT responsible for any fees incurred for baggage or seating.

**RE-CONFIRM YOUR FLIGHT.** WW advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

**PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your retreat, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. WW will communicate requests to suppliers, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation.

Our suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify WW at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

**HEALTH.** For the safety of our guests, WW reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion. If you are pregnant or expecting at or around the time of your planned



travels, please inform us prior to booking. Some suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a supplier due to a pregnancy, WW shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

**NOT A HEALTH CARE, MENTAL HEALTH OR MEDICAL SERVICES PROVIDER.**

Although WW provides its services with your health and wellness in mind, each individual has their own limitations and it is therefore critical that you consult your physician or other licensed healthcare provider for necessary medical or appropriate care, follow all safety and other instructions provided by WW, and obtain appropriate authorization before participating, especially if you are prone to injuries, are pregnant or nursing, or have any other unique or special medical conditions. ALL WW SERVICES, INCLUDING COACHING and YOGA ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO DIAGNOSE ANY MEDICAL, MENTAL HEALTH OR HEALTHCARE CONDITION, REPLACE THE ADVICE OF A LICENSED HEALTHCARE PROFESSIONAL, OR PROVIDE ANY MEDICAL ADVICE, OPINION, DIAGNOSIS, TREATMENT OR GUARANTEE. The information made available by WW should not be relied upon when making medical, mental health or other important healthcare decisions. WW DOES NOT PROVIDE CLINICAL SERVICES. ANY WW EMPLOYEES FEATURED IN ANY WW ACTIVITIES ARE NOT FUNCTIONING IN ANY CLINICAL OR LICENSED MEDICAL OR PSYCHOLOGICAL CAPACITY; SUCH INDIVIDUALS ARE SOLELY PROVIDING INFORMATIONAL AND EDUCATIONAL SELF-HELP RESOURCES. THUS, IT IS EXTREMELY IMPORTANT THAT YOU CONSULT YOUR PHYSICIAN OR LICENSED HEALTHCARE PROVIDER – AND NOT WW, OUR EMPLOYEES, AGENTS AND/OR THIRD-PARTY SERVICE PROVIDERS – IN CONNECTION WITH YOUR MEDICAL, MENTAL HEALTH OR HEALTH CONDITION. YOUR USE OF ANY WW SERVICES DOES NOT CREATE A DOCTOR-PATIENT, PROFESSIONAL-CLIENT, OR SIMILAR RELATIONSHIP BETWEEN YOU AND WW OR YOU AND ANY EMPLOYEE, OR AGENT. WW cannot be made responsible for any delay, default, failure, improper services / deficiency in services provided by any wellness provider and/or for any injury, accident, death, sickness, discomfort, emotional pain or suffering, loss, or damage of any kind whatsoever, which may arise due to any act of negligence, deficiency, or default in services, of WW our employees, agents and/or third-party wellness provider.

TRAVELER ACKNOWLEDGES AND AGREES THAT WW DOES NOT PROVIDE ANY GUARANTEE, OR WARRANTY FOR WELLNESS SERVICES, COACHING OR





PRODUCTS, OR FOR THE SUCCESS OF ANY SERVICE OR PRODUCT. THEREFORE, USER AGREES TO INDEMNIFY AND HOLD WW, ITS MEMBERS, EMPLOYEES, AGENTS, AND ASSIGNS (TOGETHER "WW"), HARMLESS FOR WELLNESS SERVICES, COACHING AND PRODUCTS PROVIDED BY WW, OR FOR TRAVELER'S FAILURE TO ACHIEVE DESIRED WELLNESS OUTCOMES. THEREFORE, TRAVELER HEREBY AGREES TO INDEMNIFY AND HOLD WW HARMLESS FOR ANY AND ALL CLAIMS OR ACTIONS WITH REGARD TO WELLNESS SERVICES, COACHING OR PRODUCTS PROVIDED BY WW, OR FOR THE FAILURE OF THE TRAVELER TO ACHIEVE DESIRED WELLNESS OUTCOMES.

**PHOTOGRAPHIC/VIDEO LIKENESS.** Traveler hereby gives consent and irrevocably grants to WW a perpetual license to publish any photographs, videos and/or other media of the trip or traveler (or traveler's likeness) in printed or electronic media without obtaining further consent and without compensation. Each traveler releases WW and its representatives from any liability in connection with any use of such photographs, video and/or other media.

**CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM.** You agree that you will only bring claims against WW in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. WW shall not in any case be liable for anything other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against WW unless you have first provided a typewritten notice of claim to WW within 30 days after the trip or cancellation of the trip. The terms and conditions of this Agreement shall be governed and construed under the laws of the State of Missouri, and you agree the proper venue for any claims against WW shall be brought only within the State of Missouri.**

**YOUR BEHAVIOR.** In the sole discretion of WW and our suppliers, WW may require any traveler to leave the trip if it is reasonably believed that the traveler has engaged in, is engaged in, or is threatening to engage in, behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other travelers or WW representatives and our suppliers, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene; or has failed or refused, or is failing or refusing, to follow WW's rules and procedures. In the event a traveler is removed, such traveler may be left at any city without any liability to WW or its representatives or suppliers. WW shall not be required to refund any portion of the price paid by any traveler who is removed under the terms of this paragraph, nor shall WW be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the traveler.





**Entire Agreement & Severability.** This Agreement, including any other documents we provide you in connection with your travel, including invoices, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to WW. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **CONTACT US**

You consent to receive electronic communications and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

WW welcomes your questions or comments regarding your retreat at the address set forth above.