

Recess 4 Grownups – Participant Agreement

By signing below (or clicking "I agree" online), you agree to the following terms and conditions. Recess 4 Grownups LLC ("we" or "us") acts as an agent for Central Holidays, which provides the tour described in your itinerary (the "Tour"), and these terms and conditions apply to the Tour.

What the Tour Price Includes: hotel accommodations based on double occupancy (we will charge an additional fee for any single room accommodations), breakfast each morning (after the first overnight), transport by luxury motor coach with a driver and tour escort on tour days, lunches and dinners as specified in the itinerary, visits and admission fees as described in the itinerary, hotel portage, service charges, and taxes. Airfare is available as an option in the land/air tour package, and is available through a block of coach class group air seats. **Not included:** Airfare if not purchased as land/air tour package option; meals not specifically identified; alcohol with included dinners unless specifically identified; gratuities payable to escort, guides and drivers; airport transfers for travelers not on group flights; other personal expenses; and anything not specifically listed in inclusions. If you would like to add additional nights to your tour, we would be happy to arrange this at additional cost and subject to availability of accommodations. 24 participants are needed to operate the tour

Reservations and Deposits: All prices are in U.S. Dollars, and based on double occupancy.

- \$500.00 per person and a completed Guest Reservation Form ("Reservation Form") are required with this Participant Agreement to reserve space for the Tour.
- \$800.00 additional is due on April 27, 2020
- Full payment is due July 6, 2020

Client Cancellation & Refund Policy: If you choose to cancel your reservation, we must receive written notice of said cancellation either via certified mail, overnight courier, or e-mail sent to Change@Recess4Grownups.com (with confirmation of receipt from us in order to be effective), and you will be subject to the following cancellation fee schedule:

- If we receive written notice on or before April 26, 2020, we will retain \$300.00 per person.
- If we receive written notice on or after April 27, 2020 but before July 11, 2020, you will incur a cancellation fee of \$1,000.00 per person.
- If we receive written notice on or after July 12, 2020, or if you are a no-show, you will incur a cancellation fee equal to 100% of the Tour price. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but you may join the Tour late if you wish.

Please note that airline cancellation and change fees are not included. Please also note that your decision not to travel due to State Department advisories, fear of travel, price of airfare, or any other reason will constitute cancellation by you. No refund or credit will be given for any unused features or early departures for any reason. No refund or credit will be given for any unused features or early departures for any reason.

Name Changes: We cannot change names on airline reservations or tickets. For the Land Tour:

- If we receive written notice on or before April 14, 2020 there will be no fee or charge.
- If we receive written notice on or after April 15, 2020 but on or before June 1, 2020, you will incur a fee of \$250.00 per name change.
- No name changes will be allowed after June 2, 2020.

Operator Cancellation or Substitution: We will make commercially reasonable efforts to keep the itinerary as it has been published; however, the final itinerary may vary due to factors beyond our control. We may in our sole discretion substitute services or goods of similar quality for any service or good stated in the itinerary. If a tour is cancelled, our liability is limited to a full refund of your deposits, and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond our control, a Tour in progress must be interrupted or cancelled, we will in good faith consider refunding a portion of the Tour price depending on our actual costs incurred compared to the Tour as originally contemplated. Should Father Tim Nadolski be unable to participate in this event, every effort will be made to secure a substitute to lead this pilgrimage/tour. Regardless of the participation of Father Tim Nadolski the tour will proceed as scheduled on the dates listed. By signing this form to participate in this tour, you agree that the terms of the cancellation penalty will be binding upon you regardless of whether Father Tim Nadolski is able to participate. Recess 4 Grownups, LLC will not be responsible for any loss incurred by traveler, including lost days of the scheduled tour, due to a cancelled flight or other means and modes of transportation. Please investigate purchasing travel insurance as recommended, to cover any type of loss associated with cancelled air or other transportation.

Trip Cancellation Insurance: Travel Insurance is highly recommended to protect your travel investment. Please see the optional trip insurance offered for the Tour.

Accommodations: Guest accommodations during the Tour are double or twin occupancy and will include fully equipped, en-suite bathrooms. We will charge an additional fee for any single room accommodations.

Certification of Guest's Health; Responsibility to Inform Us of Disabilities or Pregnancy: You hereby certify that you do not have any condition or disability that would create a hazard for you or other guests participating in the Tour, and that you understand that health care standards, facilities, and services abroad may be different or even inadequate for treating injuries or illness. You agree to inform us via certified mail or e-mail sent to Change@Recess4Grownups.com (with confirmation of receipt from us) at the time you tender your first payment of the Tour Fee (or at such later time when you become aware of such a condition) of any existing physical or mental illness, disability, pregnancy or any other condition for which you may require medical attention or special accommodation during the Tour. We make no guarantee to be able to accommodate you for such condition during the Tour, and we make no representations or warranties regarding special accommodations or handicap accessibility on the Tour. During the tour, the tour guide or tour director **cannot** provide assistance with mobility. Each participant must be able to manage on their own or with the aid of their own companion the walking, climbing the stairs of the motorcoach, and participating in tour activities, without imposing on other guests. Any additional accommodations that are needed during the tour, such as taxi or mobility rentals, will be paid by the participant; the guest may be restricted from participating in certain activities if their mobility issues will impact the rest of the group, and there will be no refunds for these unused features of the tour.

Group Air: A group air block of seats will be made available for an additional cost after flight schedules are released in mid-Dec 2019. The group air seats will be available first-come, first-served, with priority based on the sign-up registration date. The flight schedule will depart Atlanta to Rome on October 18, 2020 and return on October 27, 2020. The group air flight times and detailed information will be provided to all registered participants for priority booking by the end of December 2019.

Land Only: Those electing to make their own air arrangements will travel "Land Only". In this case, you must notify Recess 4 Grownups no less than 60 days before departure, be responsible for meeting the group at a specified location and time on the tour. Land only passengers are responsible for arranging and the cost of transfers to and from the airport. Wait until you have received confirmation of tour reservation before making flight arrangements.

Responsibility/Liabilities: We act only in the capacity of agent for Central Holidays and the other suppliers of the travel services named in the itinerary or otherwise providing services or goods in connection with the Tour (the Suppliers"), such as hotels and other lodging providers, local hosts, sight seeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason (1) any act or omission of any of the Suppliers or airlines providing flights to or from your Tour, or (2) any matter beyond our exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss any portion of the Tour. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov, and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. You assume full and complete responsibility for checking and verifying all passport and visa requirements of the destinations and for complying with all laws of the country in the itinerary. **When traveling abroad, your passport must be valid for at least six months following your visit.** For more information, see the US Department of State website information on passports. You are also responsible for respecting the authority and following the directions of the Tour guide during a Tour. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour. Should you decide not to participate in certain parts of the Tour or use certain Goods included in the Tour, no refunds will be made for those unused parts of the Tour or Goods. You must be over the age of 18 to participate in the Tour. You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your or your companions' actions or omissions or (if you checked the box indicating that you are signing or agreeing on behalf of yourself and your traveling companions) arising out of your companions' claims that you were not authorized to sign or agree.

General: Any dispute related to the Tour shall be governed by Georgia law without regard to conflict of laws principles. The federal or state courts in Georgia shall be the exclusive forum for any lawsuit related to the Tour, and you consent to the personal jurisdiction by said courts. You agree to present any claims against us within 30 days after the Tour ends and to file within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. We are not responsible for typographical or pricing errors. You agree to grant us (and third parties with whom we may engage in joint marketing) a worldwide, royalty-free, fully paid-up license to use your photographic, video, or digital likeness solely for our promotional purposes. For religious pilgrimage, your name will be shared with other participants prior to the tour; after the tour, you will must notify Change@Recess4Grownups.com if you do not want your contact details shared with the group members. Facsimile transmission of any signed document shall be deemed delivery of an original. At our request, you shall promptly provide an original document as well. If there are any conflicts between this Participant Agreement, the Reservation Form, and the Itinerary, this Participant Agreement shall apply.

For California Residents: We are a registered Seller of Travel in the State of California (CST 2103869-40). Registration as a Seller of Travel does not constitute approval by the State of California. We are not a participant in the California Travel Consumer Restitution Fund. California law requires certain sellers of travel to have a trust account, and we have a trust account at Bank of America.

For Florida Residents: We are registered with the State of Florida as a Seller of Travel. Registration No. ST- 38287.



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