

Recess 4 Grownups – Participant Agreement

By signing below (or clicking “I agree” online), you (“you” or “participant”) agree to the following terms and conditions. Recess 4 Grownups LLC (“we” or “us”) acts as an agent for Europe Express and Windstar Cruise line, which provides the cruise and land tour described in your itinerary (the “Tour”), and these terms and conditions apply to the Tour.

ACCEPTANCE OF THESE TERMS AND CONDITIONS

By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking. The lead participant assumes the responsibility of sharing these Terms and Conditions with each trip participant, including payment of all amounts when due. It is the responsibility of each participant to read our Terms and Conditions in its entirety. We are not responsible for any participant’s unawareness of the Terms and Conditions due to the failure of the lead participant to share this information with all other participants. If you do not agree with our terms and conditions, you should contact us before making a booking.

We may change these terms and conditions from time to time. We will notify you of any material changes in our terms. The terms and conditions that are in effect at the time of booking will apply.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are 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. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those for whom you make bookings.

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, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

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) on the land tour in Barcelona and Lisbon, transport by luxury motor coach on land tour days, meals as specified in the itinerary, visits and admission fees as described in the itinerary, hotel portage, gratuities for the land tour and on the cruise, service charges, and taxes, and 8-night Spain-Portugal cruise. Except as expressly provided in this Agreement, the berths being purchased for the Cruise include all meals, entertainment and services normally provided to passengers on a regular cruise. Onboard credits during the Windstar cruise are not redeemable for cash, are not transferable, and will expire if not used onboard prior to 6:00 PM on the final night of the Cruise. Airfare will be available as an option with the land/cruise tour package, and will be available through a block of coach class group air seats in October 2024 once air schedules are published.

Not included: Airfare if not purchased as an add-on option to the land/cruise tour package; meals not specifically identified; alcohol with included dinners unless specifically identified; airport transfers for travelers not on group flights; other personal expenses; and anything not specifically listed in inclusions. During the cruise portion of the tour, the cruise does not include any items of a personal nature, including but not limited to, shore excursions, alcoholic beverages, specialty restaurants, photographs, gift shop purchases, laundry service, spa or hair salon services or any other expenses for which passengers are normally assessed individual charges during regular cruises. 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. This list is illustrative and not a complete list of every item not included.

Tour Group Participants: 20 participants are needed to operate the tour.

All tours are based on a minimum number of participants. We make every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of participants cancellation of the tour may occur at the sole discretion of Recess 4 Grownups. In such case, guests will be advised at least 90 days prior to departure. We reserve the right to change the departure date or cancel the tour. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or cancel; in case of cancellation, you will receive a full refund. Any air cancellation, including air fare the client purchased, will be in accordance with the terms of the carrier and We will not be liable for the carrier’s refusal to make any refund whatsoever. In such case We will not be liable for any additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the tour.

Reservations and Deposits: All prices are in U.S. Dollars and based on double occupancy. You must make payments in accordance with the instructions and deadlines we give you below. Since the operation of international travel requires extensive long-term planning, we charge a \$250 per person non-refundable planning fee, this planning fee is included in the total price of your package. In addition, costs are incurred and suppliers are paid long before the actual departure date. Some of these fees are non-refundable. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable. We reserve the right to refuse a booking without giving any reason and shall, in that event only, return any deposit received. Reservations are transferrable at the sole discretion of Recess 4 Grownups.

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, participants must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a Participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Recess 4 Grownups, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

- \$1,000.00 per person and a completed Guest Reservation Form (“Reservation Form”) are required with this Participant Agreement to reserve space for the Tour.
 - Additional \$500 deposit for Solo Staterooms and Suites
- \$1,400.00 additional is due on November 1, 2024
- Full payment is due April 11, 2025

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 December 11, 2024, we will retain \$550.00 per person.
- If we receive written notice on or after December 11, 2024 but before February 18, 2025, you will incur a cancellation fee of \$950.00 per person.
- If we receive written notice on or after February 18, 2025 but before April 11, 2025, you will incur a cancellation fee of \$1900.00 per person [for Solo or Suites, the cancellation fee is \$2,400 per person]
- If we receive written notice on or after April 11, 2025 but before May 09, 2025, you will incur a cancellation fee of 50% of total cruise/tour price per person.



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- If we receive written notice on or after May 9, 2025, or if you are a no-show, you will incur a cancellation fee equal to 100% of the Cruise/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.

As described above, we are required to pay all suppliers well in advance of your tour date. Some suppliers do not offer any refund. You are subject to the supplier's terms. Any refund owing under the cancellation schedule above will be less any additional fees or non-refundable deposits of Suppliers. We will, when available, tell you about these fees or deposits in advance. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Recess 4 Grownups. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

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.

Any cancellation refund will be less credit card fees.

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

- If we receive written notice before January 31, 2025, you will incur a fee of \$300.00 per name change.
- No name changes will be allowed after February 1, 2025.

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. These changes will not be considered material changes and will not be considered cause for cancellation by the participant. If we 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. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. We cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the guest. Normal cancellation penalties still apply to the program that has been changed.

If a tour is cancelled, except for cases of Force Majeure, 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. Should Father Timothy Nadolski be unable to participate in this event, other than reasons due to a force majeure event every effort will be made to secure a substitute to lead this pilgrimage/tour. Regardless of the participation of Father Timothy 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 Timothy 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.

Recess 4 Grownups shall not be responsible for, and shall make no refund for, events beyond its control, such as, without limitation, acts of God, weather, natural disaster, strikes, acts of war, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of Third Parties or other parties not under the control of Recess 4 Grownups and all similar events outside our control.

Trip Cancellation Insurance: Travel Insurance is highly recommended to protect your travel investment. Please see the optional trip insurance offered for the Tour. Such a plan at a minimum should cover Trip Cancellation or Interruption, Cancel for Any Reason, 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.

We are not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. We 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.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. We cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. Declining travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **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.**

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. Hotel rooms will be assigned by the respective supplier/s on a run-of-the-house basis, and cruise staterooms categories based on your selection during registration. Special requests such as lower floors, connecting rooms and smoking preference, bedding, 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.

Guests should be aware that hotel room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include differences in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as ADA and wheelchair accessibility.

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 will make reasonable efforts to obtain accommodations but 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. Due to liability reasons, we cannot assist you with any additional needs including but not limited to: taxi transportation, wheelchair rental, wheelchair attendant, etc. You are responsible to provide a travel companion at full cost to provide for any additional assistance. Any and all costs associated with additional needs will be at your expense.

Group Air: A group air block of seats will be made available for an additional cost in October 2024 after flight schedules are released. The group air seats will be available first-come, first-served, with priority based on the sign-up registration date. The likely flight schedule will depart Atlanta on July 25, 2025 to Barcelona and return from Lisbon to Atlanta on August 6, 2025. The group air flight times and detailed information will be provided to all registered participants for priority booking by the end of October 2024.



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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. The land tour starts at the time the group flight arrives at the Barcelona Airport, whether it is early, on time or late. The group will not wait for those traveling on different flight schedules, and those Land-only passengers are responsible for arranging and the cost of transfers to meet up with the group if they are delayed. Wait until you have received confirmation of the tour reservation before making flight arrangements.

Responsibility/Liabilities: We act only in the capacity of agent for Europe Express and Windstar Cruise line 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.

Travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare. Because each guest's risk tolerance is different, we are not in a position to advise or recommend whether travel to any particular place at any particular time should take place. It is recommended that the guest should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State (travel.state.gov). In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking. Should you choose to travel to a country that has been issued a travel warning or advisory, we will not be liable for damages or losses that result from travel to such destinations. Should you choose to cancel a trip due to a travel advisory or warning our normal cancellation fees will apply.

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.

For the safety of our guests, we reserve the right to request health information prior to travel and to exclude any participants we deem unfit for travel at our sole discretion. 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 a 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.

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, swimming, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there may be dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with Recess 4 Grownups to participate in such trips and activities you agree you will not make a claim against Recess 4 Grownups, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release Recess 4 Grownups, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the guest occupies a motor coach or other vehicle seat fitted with a safety belt, neither Recess 4 Grownups nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

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 six (6) months of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. **Guest claims not submitted and received within this time shall be deemed waived and barred.**

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 pilgrimages, your name will be shared with other participants prior to the tour; after the tour, you must notify Change@Recess4Grownups 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.

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

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. Upon cancellation of the transportation or travel services, where the guest is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the guest, all sums paid to Tour Operator for services not provided will be promptly paid to the guest, unless the guest advises Tour Operator in writing, after cancellation. This provision does not apply where Recess 4 Grownups has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, Recess 4 Grownups will provide the guest with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

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



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