



4040 Koehler Street #4052 Houston, Texas 77007  
p: 713.516.3409

travel@eliteeventz.com

www.eliteeventz.com/travel

## ELITE TRAVEL & ADVENTURES

\*A Division of Elite Eventz, LLC\*

### TERMS & CONDITIONS

These Terms and Conditions (the "Terms") apply to any travel products and/or services from Elite Eventz, LLC and govern the contractual relationship between you and Elite Eventz, LLC.

Please carefully read all the terms and conditions of this contract detailed below before booking with Elite Eventz, LLC (hereinafter, "Company"). For and in consideration for being permitted to participate in the Getaway/Group Trip you have selected with Company (the "Getaway/Group Trip"), you agree to accept and be bound by the terms and conditions set forth herein.

By booking any Product/Service with Company, or by traveling on a Company experience you acknowledge that you: i.) have read and understand these Terms, and ii.) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Products/Services with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms on behalf of all clients named in the booking (including minors and those under a disability) and traveling on or otherwise participating in any Products/Services (hereinafter "you", the "Client(s)"), and by such travel or participation all passengers indicate their assent to these Terms. The client who confirmed the booking is deemed to be the designated contact person for all other clients named in such booking. These Terms constitute the entire agreement between the Client and Company with respect to the subject matter thereof and supersedes all prior agreements, representations and understandings of the parties, written or oral.

#### Client's Contact Information:

Getaway/Group Trip Description:	
Client:	
Title:	Group Organizer / Lead Point of Contact Person
Address:	
Phone Number:	
Email:	

Please note this Terms & Conditions document is valid for all Travels organized in whole by Company and not in conjunction with any other party or tour operator associated with a given trip.

#### THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when Company, or an authorized agent acting on Company behalf, have received the applicable deposit from the Client and the Client has received written

confirmation from Company regarding the booking. The Client confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by Company to confirm such booking. Any Client confirming a booking on any Products/Services with more than one Client named and booked on such booking represents and warrants to Company that: i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so; ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with Company for the purposes of completing the booking; and iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with Company. At any time before a booking is confirmed, Company reserves the right to increase or decrease brochure prices of any Products. Company reserves the right to decline any booking, in their sole discretion.

### **BOOKING CONFIRMATION**

After the Company receives your deposit you will receive a confirmation email. Please contact us if you do not receive a confirmation email within five (5) business days of submitting your Deposit. Thereafter, we may send you, and you consent to receive, correspondence related to the Getaway/Group Trip and the Company, including the itinerary for the Getaway/Group Trip.

### **ITINERARY CHANGES/MODIFICATIONS OR CANCELLATIONS OF A GROUP MEET-UP**

Company reserves the right to make changes to any and all aspects of Getaway/Group Trip (which may include without limitation changes to the types and/or timing of activities available during the Getaway/Group Trip, the hosts, items and/or services included with the Getaway/Group Trip, accommodation, the itinerary, and/or the nature of the Getaway/Group Trip Classes) if, in Company's sole discretion, Company deems it necessary to do so due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Getaway/Group Trip or any portion of the Getaway/Group Trip, or for any other reason considered commercially necessary by Company. You will not be eligible for any refunds of any amounts based on any such changes to the Getaway/Group Trip.

### **CANCELLATION/MODIFICATION OF A PRIVATE TRIP TOUR/EXCURSION**

COMPANY will not cancel a booking on any tour Trip once confirmed, in accordance with these Terms, except for reasons of 'Force Majeure', which will be defined as unusual or unforeseen circumstances outside of the reasonable control of COMPANY. When a tour is canceled by COMPANY before the agreed date of departure for reasons not arising from the fault or negligence of or within the reasonable control of the Client, the Client will have the choice of:

- (a) Accepting from COMPANY a substitute tour Trip of equivalent or superior value, where such substitute is reasonably available;
- (b) Accepting from COMPANY a substitute tour of lower value if no tour of equivalent or superior value is reasonably available, and to recover from COMPANY the difference in price; or
- (c) Accept from COMPANY a full refund of all monies paid for the canceled tour Trip(s).

Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. COMPANY reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where, after departure, a significant element as described cannot be provided, COMPANY will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the

Client reasonably rejects any suitable alternatives, COMPANY will provide the Client a refund of unused Trips.

#### UNUSED SERVICES

COMPANY will not offer or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of COMPANY, which will include any termination of the Client's participation in the tour Trip due to the Client's own fault, negligence or breach of these Terms.

#### PRICES, SURCHARGES AND TAXES

Due to the nature of travel and the prices of the resources on which it depends, the published price of any trip is subject to change at any time, before or after booking confirmation, up to 30 days before the departure of such Trip. After a Confirmation Invoice has been issued by COMPANY to the Client, COMPANY reserves the right to impose surcharges on any trip, but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable trip. COMPANY will provide notice to the affected client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section.

Where the increase in price is greater than 10% of the price of the applicable trip, upon receiving notification from COMPANY the affected Client(s) may elect to either:

- (a) Cancel the applicable Trip booking without incurring any penalty; or
- (b) Accept the change of price.

The Client must notify COMPANY of their election within 14 days of receipt of notice of the increase, or they will have been deemed to have accepted the price change and have accepted liability for payment of the increase.

Tours are priced and advertised exclusive of applicable sales taxes and such taxes will be advised to Client at the time of booking and itemized on subsequent invoicing.

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#### **PAYMENTS**

- a) Final and Full Payment. The Final Payment of the remaining balance is due 30 days prior to the start date of the Getaway/Group Trip (the "Payment Due Date"). Please note the Payment Due Date may vary according your Getaway/Group Trip you will be notified of the payment schedule upon booking. If the Company does not receive your total payment on or before the payment due date, the Company may cancel your reservation and you will forfeit your deposit and the amount paid thus far. The full payment is non-refundable and non-transferable to a different Getaway/Group Trip or trip. If full payment is not received by such due date, Company may change the rate payable for the trip, or may treat the booking of such trip as canceled and will keep the amount paid on booking as a cancellation fee, at Company sole discretion. Clients should refer to the confirmation email sent by Company for details regarding final payment for any trip booked.

- 1. If a trip is booked less than 30 days before the departure date, then the full payment amount is payable at the time of booking in order for the booking to be confirmed.

If for any Trip, payment terms differ from those outlined in this section, the applicable terms will be communicated to the Client prior to booking and will also be detailed on the applicable invoice.

- b) Deposit. Your Deposit is non-refundable and non-transferable to a different Getaway/Group Trip or trip. You may request to have your deposit applied to another participant's registration for the same Getaway/Group Trip prior to the Payment Due Date, however it will be your responsibility to find this participant and any switches must be sent in writing to [travel@eliteeventz.com](mailto:travel@eliteeventz.com) at least 20 days prior to the trip departure date.

**Username - Venmo:** @EricaGordonEE | **CashApp:** \$EliteEventz |

**Zelle:** egordon@eliteeventz.com | **Apple Pay** is also an option under 713.516.3409

- c) Late Payment. Failure to make a payment within 10 - days of the agreed upon date is a breach of contract and will result in the cancellation of your experience, if Client is having trouble with making a payment you must email [travel@eliteeventz.com](mailto:travel@eliteeventz.com) to notify the Company of a potential late payment and you will incur a \$50 late fee. Company maintains the right to assign your spot to the next eligible client on the wait list should you fall behind on more than one payment and/or exceed the 10-day grace period.
- d) Credit Card Charges. Company is not responsible for any charges taxed or charged by third parties and/or financial institutions and payable by the Client as a result of credit card or other payment transactions in connection with the purchase of trips and will not refund or return any fees charged by such third parties in connection with payments made by clients to Company.

## **CANCELLATIONS**

Any cancellation of a booking and/or a Product by a Client must be delivered to Company in writing and be acknowledged by Company in writing. Products are NON-REFUNDABLE and NON-TRANSFERABLE between dates. It is recommended that clients PURCHASE trip cancellation coverage. Trip cancellation insurance is the only means of receiving reimbursement for flights and other non-refundable expenses should you cancel your trip for any reason, whether voluntarily or as a result of Company actions.

Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

Clients purchasing Products are highly recommended to purchase comprehensive cancel for any reason insurance, to the extent such insurance is available under the laws governing each client's country of origin. COMPREHENSIVE CANCEL FOR ANY REASON INSURANCE MAY ONLY BE AVAILABLE TO CITIZENS OF THE UNITED STATES OF AMERICA AND CANADA.

By Client. All cancellations by you must be in writing and emailed to Company at the contact email address specified on the Website ([travel@eliteeventz.com](mailto:travel@eliteeventz.com)). If cancellation takes place prior to the Payment Due Date, any payments made by you will be refunded, except your non-refundable Deposit. If cancellation takes place after Payment Due Date, you forfeit the entire amount remitted to Company. Effect of Changes or Cancellation. In the event of any change or cancellation under this , you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.

By Company. Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts paid (including the deposit). Company further reserves the right to cancel the Getaway/Group Trip prior to the Departure Date in the event an insufficient number of registrants are confirmed for the Getaway/Group

Trip or for any other commercial reason in Company's sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Company, but in no event will Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

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### **PASSPORT, VISA AND RELATED TRAVEL DOCUMENTS**

Client is responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, medical vaccinations and/or other required documentation ("Documentation") for the countries, jurisdictions, parks, areas, etc. you will visit during the Getaway/Group Trip. Company is not responsible if Client is denied entry or exit to/from any country or location due to a lack of valid Documentation.

- (a) Client Details. As a condition to valid confirmation of any booking with Company the client must provide all necessary information as requested by Company along with their final payment. If the client fails to provide such information prior to 30 days before the departure date of said trip, an Administrative Fee of \$50.00 will be charged to the client, and Company reserves the right to treat such booking as canceled and levy any cancellation fees deemed reasonable by Company, in its sole discretion. The information required from each client will vary by trip, and the requirements will be communicated to the clients during the booking process.
- (b) Documents. Please note that all travel documents for trips such as vouchers, itineraries and invoices will be sent electronically and via email to the e-mail address provided on booking. COMPANY reserves the right to impose a \$50.00 administration fee on those clients who wish to receive their travel documents by other means.
- (c) Trip Details. The Client acknowledges that due to the changing nature of travel, they are responsible for keeping up to date on the details of their travel on the COMPANY website, including, but not limited to checking the website at least 72 hours prior to departure to ensure the client has the most current trip details as minor changes may have been made since the tour documents were originally provided by COMPANY

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### **TRAVEL INSURANCE**

Client is responsible for obtaining your own travel insurance cover. We recommend and require that you purchase travel insurance at the point of booking your spot on a Travel Girls Getaway/Group Trip to cover you for the duration of the trip and to cover you in the event that for any reason Client is unable to attend the trip. Client is responsible for ensuring that the travel insurance that you choose provides coverage for any and all activities that are part of the retreat. For example, for a ski trip you must have winter sports coverage included in your insurance. Client is solely responsible for the cost of any travel insurance and ensuring that Client is adequately insured for the full duration of the Getaway/Group Trip with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively "Losses"). You will be solely responsible for any Losses related to your failure to procure travel insurance. Company is not responsible for any Losses you incur and/or sustain. Client is responsible to ensure that your personal travel insurance covers you for any and all activities that form part of the itinerary of the Getaway/Group Trip that Client is booking.

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## **HEALTH & FITNESS ELIGIBILITY, STRENUOUS ACTIVITY, INJURY AND SPECIAL REQUIREMENTS**

### **VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY**

You acknowledge that Client is voluntarily participating in the Getaway/Group Trip with Company, which may include strenuous physical activity including without limitation walking, running, hiking, dancing, climbing, swimming, jumping, surfing, yoga, Getaway/Group Trip Classes, and various other exercises or physical activity (“Physical Activity”). You acknowledge that Client is fully aware of the risks and hazards connected with participation in the Getaway/Group Trip and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Getaway/Group Trip . All activities are optional and if you do not want to participate in an activity Client is not required to. The Company is not responsible for providing an alternative activity for you if you choose not to participate. Client is responsible for obtaining personal travel insurance to cover the activities of the Getaway/Group Trip.

### **HEALTH AND FITNESS ELIGIBILITY**

You represent that Client is over the age of eighteen (18) and are healthy, in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Getaway/Group Trip. You further represent that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Getaway/Group Trip, including any Physical Activities. You have consulted with your physician and your physician has authorized you to participate in the Getaway/Group Trip, including any Physical Activities. You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to the Departure Date. Clients must notify Company in writing prior to the due date of their final payment for their booking of any medical conditions, pregnancy, disability, or any other mental or physical condition to ([travel@eliteeventz.com](mailto:travel@eliteeventz.com)), which may impact the Client’s fitness to travel, and/or participate in scheduled activities. Documentation from your physician confirming your clearance to participate in the Getaway/Group Trip can be provided upon request. If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Getaway/Group Trip, you will cease participation in the same and seek appropriate medical attention. CLIENT IS HEREBY ADVISED THAT THE GETAWAY/GROUP TRIP MAY TAKE PLACE IN REMOTE AREAS WHERE THERE IS LITTLE OR NO ACCESS TO TRADITIONAL MEDICAL SERVICES OR HOSPITAL FACILITIES FOR SERIOUS HEALTH ISSUES (OR YOUR PARTICULAR HEALTH ISSUES). CLIENT IS FURTHER ADVISED THAT ANY MEDICAL OR EVACUATION EXPENSES WILL BE YOUR SOLE RESPONSIBILITY. As a result, we require that you purchase travel insurance with appropriate coverage for your needs. See Section 6. We reserve the right in our sole discretion to refuse your participation in the Getaway/Group Trip, any Getaway/Group Trip Classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Getaway/Group Trip or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

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### **ASSUMPTION OF RISK**

You understand that serious accidents may occur during Physical Activities, including without limitation to Getaway/Group Trip Classes, and that participants can sustain fatal and/or serious personal injury. As stated above, the Getaway/Group Trip may take place in a remote location where there is little or no access to traditional medical services or hospital facilities for serious and/or particular health issues. You may also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country of residence. It is your own responsibility to familiarize yourself with all possible relevant travel information in connection with

your participation in the Getaway/Group Trip. Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity (including Getaway/Group Trip Classes) which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during your participation in the Getaway/Group Trip . You acknowledge that your decision to participate in the Getaway/Group Trip is made in full consideration of the foregoing information and that you solely and exclusively assume the risks involved with participating in the Getaway/Group Trip. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE GETAWAY/GROUP TRIP.

Accommodation, transportation, activities and excursions, and other components of Company. trips will be arranged by Company. with suppliers local to the region where the trip operates, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation, and transport in some countries where trips take place are often lower than similar standards than what the client may expect in their home country or region. Company. always to appoint reputable and competent local suppliers and to comply with all applicable laws and regulations concerning health and safety in the regions where trips run. The terms and conditions of all suppliers of trip components will be applicable to the trip component provided by such supplier and are expressly incorporated into these Terms. These may limit or exclude the liability of the supplier. The liability of Company. will not exceed that of any supplier of any trip component. The components that make up each trip tour will be regarded as having been reasonably performed and delivered solely in reference to the regulations and laws concerning health and safety in the applicable jurisdiction where such component is operated.

#### **INJURY**

In the event Client is injured while participating in the Getaway/Group Trip, you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that IN NO EVENT SHALL COMPANY AND/OR ANY COMPANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE GETAWAY/GROUP TRIP.

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#### **WAIVER OF LIABILITY AND RELEASE**

In consideration for participating in the Getaway/Group Trip , YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE COMPANY, ITS OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES, AND OTHER REPRESENTATIVES (each a “Company party” and collectively, the “Company parties”) FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (including but not limited to any exemplary, direct, indirect, incidental, special, consequential, punitive, or other damages, medical expenses, lost wages/income, loss of services, lost profits, property damage, pain, illness, and death) (collectively “liabilities”) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE GETAWAY/GROUP TRIP AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

You have been advised and requested to obtain travel insurance at the point of booking your place on a Getaway/Group Trip to cover against Liabilities resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other Liabilities associated with travel and your participation in

the Getaway/Group Trip . You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Getaway/Group Trip.

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## **INDEMNITY & BINDING EFFECT**

### **INDEMNITY**

You further hereby agree to indemnify and hold harmless the Company parties from any and all liabilities (including without limitation court costs and attorney's fees) that one or more of the Company parties may incur as a result of your participation in the Getaway/Group Trip , whether caused by the negligence of any Company party or otherwise (but excluding any gross negligence or willful misconduct of a Company party), to the fullest extent allowed by applicable law.

### **BINDING EFFECT**

It is your express intent that this Agreement shall bind the members of your family and spouse, if Client is alive, and your heirs, assigns and personal representative, if Client is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE any of the Company Parties.

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### **VALIDITY**

The prices of Products advertised on the Company website is based on costs in effect at the time of posting to the website. Company reserves the right to alter prices of any Product at any time prior to receipt of payment in full for such Product. All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price, subject to the surcharges that may be levied in accordance with the sections mentioned, above. Changes, revisions, or other amendments may be made to the particulars contained on the Company website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

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### **CLIENT RESPONSIBILITY & AUTHORITY ON TRIP**

The Client acknowledges that depending on the nature of the Product booked, or the location(s) in which such Product is to operate, there may be a significant degree of personal risk involved in travel on the Product. There are dangers inherent to adventure travel generally and Client acknowledges they have considered such risk to health and safety and are willing to assume it, by confirming their booking of such Product. The Client acknowledges she or he has considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The Client acknowledges and agrees that Company is not responsible for providing information or guidance to the Client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where Products are operated, and Company strongly encourages that Clients locate or make contact with his/her local embassy or consulate in each destination prior to departure on any Company Product.

At all times the decision of the COMPANY representative will be final on all matters regarding safety and the well-being of clients and operational requirements of the trip. By traveling with COMPANY, the client agrees to abide by the authority of the representative. The client must always strictly comply with all applicable laws and regulations of all countries and regions visited on the applicable trip. If the client is affected by any condition, medical or otherwise, that might affect client's ability to travel or participate in adventure travel activities, the client must advise COMPANY at the time of booking along with any documents reasonably requested by COMPANY to ensure the health and safety of all Clients who travel with COMPANY.



Should the Client fail to comply with the above or commit any illegal act when on the trip or, if in the opinion representative (in his/her and/or COMPANY sole discretion), the client's behavior is causing or is likely to cause danger, distress or drastic annoyance to others, COMPANY may terminate that client's travel arrangements on any trip immediately without any liability on COMPANY'S part and the client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

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#### **AIRFARE EXLUSIONS**

Getaway/Group Trip (s) and/or Group Trip prices DO NOT INCLUDE domestic or international airfare or any other flights unless expressly mentioned in the inclusions of a package.

#### **AIRFARE "ADD ON" QUOTES & PAYMENTS**

All quotes are in US Dollars unless otherwise stated. Company advisors will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only and represent no price commitment by Company.

- (a) Options. The Client may hold an option on a flight with Company. This option guarantees the seat at the quoted price for the same business day. After the close of business that day (6 pm CST, Monday to Friday) if the option is not confirmed, the option is deemed to have expired and is no longer valid.
- (b) Price changes. Until tickets are issued, Company consultants reserve the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other cause whatsoever.
- (c) Full payment. Full payment must be paid before the option period described in (a), above, expires to guarantee the reservation at the quoted price and secure applicable tickets. By making full payment, the Client agrees that they accept the air travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after any ticket has been issued.
- (d) Changes & cancellations. Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied to Company's sole discretion, and will also be subject to administrative fees, as applicable, to be payable by the Client.
- (e) Flight reconfirmation. Client is responsible for confirming flight times, numbers, and details at all times to ensure a timely departure. Company is not responsible for any change to airline schedules or flight numbers after tickets have been issued. Clients may contact appropriate airline or airport information sources in order to obtain relevant up to date flight information.
- (f) Airline tickets. Once issued, all airline tickets are non-transferable and valid only for the dates and routines shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.
- (g) Airline, airport or weather delays. Company is not responsible for any additional expenses or loss that may arise from airline, airport or weather delays. Company will not reimburse for any additional expenses incurred by the Client as a result of such events or delays. Company will not refund any unused portion of air tickets purchased in the event of such delays or due to any reasons beyond its direct control.

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#### **SEVERABILITY**

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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#### **IMAGES AND MARKETING**

The Client agrees that while participating in any Getaway/Group Trip or trip, product images, photos or videos may be taken by other Clients and/or Company's representatives or Experience Designers that may contain or feature the Client in part or in whole. The Client acknowledges that they consent to any such pictures being taken and agree that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to Company, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client.

#### **PHOTOS, VIDEO, AND OTHER MEDIA RELEASE**

By and in consideration for being permitted to participate in the Getaway/Group Trip , you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Getaway/Group Trip (by Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.

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#### **REFUSAL OF SERVICE**

The Company retains the right to refuse service to any Client at any time, for any lawful reason whatsoever, in its sole discretion.

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#### **GENERAL**

Entire Agreement. This Agreement constitutes the entire agreement between you and Company, and supersedes any prior agreement, regarding the subject matter herein. You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Company Party.

Force Majeure. If Company is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather,

breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Company's reasonable control, Company will be under no liability whatsoever to you and may, at Company's sole discretion, by written notice to you, either cancel the Getaway/Group Trip or take any other reasonable action. Under such circumstances you will not be eligible for a refund of any amounts paid to the Company for the Getaway/Group Trip, and in no event will the Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

Choice of Governing Law, Jurisdiction and Litigation Expenses.

The parties agree that, in the event litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees. This agreement shall be construed under the laws of the State of Texas shall govern the validity of this Agreement and of any of its terms and conditions, as well as the rights and duties of the parties hereunder. Any legal proceeding between the Client (s) and Company regarding the terms and conditions of this agreement will be filed in Harris County Texas.

Interpretation. You acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.

Waiver. The failure or delay by Company to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.

Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein.

Changes, additions, and other modifications.

Any changes, additions, addendum, stipulations or deletions including corrective lining out by either the Client(s) or Company will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other. Company is not responsible for any changes, additions, addendum, stipulations or deletions that are not made in writing. This includes any changes that are requested on the day of the event.

**ACCEPTANCE**

Upon receipt by Company of this agreement signed by the Client, this agreement will be placed on a definite basis and will be binding upon Company and the Client. By submitting the non-refundable deposit, Client is acknowledging that you have read this agreement in its entirety and agree to all of the above terms and conditions along with the service and arrangements as outlined on the face of this agreement set forth, and fully accept.

X \_\_\_\_\_

**Client Signature**

\_\_\_\_\_

**Date**

X *Erica Christine Gordon* \_\_\_\_\_

**Erica Christine Gordon, Elite Eventz, LLC. Owner Signature**

\_\_\_\_\_

**Date**