



# The Getaway Co.

BE INSPIRED

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## Event Participation Agreement

### 1. Your Travel Arrangements

All travel arrangements to and from the Getaway are your sole responsibility and at your own sole cost. We are not liable for any consequences arising from delays or cancellations from any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the Getaway are at your own cost, unless otherwise specified on the Getaway/event page.

### 2. Travel Insurance

Travel insurance is mandatory. It is advisable that you ensure that your travel insurance covers the activities of this Getaway as well as unexpected cancellation, sickness, losses and other customary travel risks including potential disruptions due to the Covid-19 pandemic. You should bring the policy with you in case of an emergency. We shall be held harmless and indemnified and we will not cover costs and expenses that may incur as a consequence of such incidents to you during the Getaway.

### 3. Your Health

(a) It is your responsibility to let us know if you have any injuries, and to be mindful at all times of your own body's capability during the Getaway. If you experience any injury or discomfort during any activity during the Getaway, desist and inform us immediately. (b) It is also your responsibility to consult a doctor to check that you are sufficiently fit and healthy to undertake the classes and other physical activities that you may choose to do whilst on the Getaway. (c) Please advise us of any mental or physical health conditions and dietary requirements before you book. If you have health conditions and dietary requirements that may be affected by the activities offered on our Getaway, we reserve the right to advise you to refrain from participating in such activities in the interests of your well being, or others. We also reserve the right to decline your stay at the Getaway. (d) Whilst all measures are taken to ensure a high standard of health and safety, sometimes we may be situated in places where the land is uneven and we shall not be responsible for any injuries caused by uneven terrain or other hazardous conditions at or around the Getaway. (e) Women who are pregnant should provide a letter from their health practitioner specifying that they are fit to travel and able to engage in the activities that we provide. (f) It is your responsibility to check with your doctor or health care provider to determine whether you need/want any vaccines or medication to travel to the various locations our Getaways are hosted. We are not liable for any illnesses you may suffer while at the Getaway.

#### **4. Cancellation by you**

(a) You (or any member of your party) may cancel your booking at any time, however no refunds will be provided, unless you submit the cancellation within 14 days after the purchase (cooling off period) in writing via email address provided. However, an amount of EUR 500 will be deducted for our administrative fees. (b) If another person can be found to take your place by you, through your own methods of advertising, then we may offer you a refund minus EUR 500 in administration fees, at our discretion. (c) Bookings are for the stated period of the Getaway. There are no refunds for an unused portion of the Getaway (no show). If the reason for cancellation is covered under the terms of your insurance policy, you may be able to make a claim with your insurance provider. PLEASE PURCHASE MEDICAL AND TRIP CANCELLATION INSURANCE PRIOR TO THE GETAWAY. THERE ARE NO EXCEPTIONS TO THE ABOVE.

#### **5. Amendments by us**

We reserve the right to make changes to the Getaway (including, without limitation, to the event schedule, location, and excursions); however, we will aim to reschedule with something of a similar or better rating. If your accommodation has to be changed, we will try, to the extent commercially reasonable, to provide alternative accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure.

#### **6. Cancellation by us**

(a) We reserve the right in any circumstances to cancel a Getaway. In particular our Getaways require a minimum number of at least 75% of the participants to have booked by 30 days before the start date. If this minimum number is not reached by that date, we may cancel the Getaway. In such event, we will issue a full refund to you. (b) If we must cancel a Getaway due to weather, natural disaster or political upheaval (force majeure), we cannot guarantee a refund. It will depend on receiving a refund from the venue we work with. We reserve the right to, in our sole discretion, either refund you in full or offer you a credit (in the same amount) for the next Getaway. As is noted on thegetawayco.com, if we are unable to run a Getaway due to border closures or limitations because of cases of Covid-19, we will provide you with a refund minus the 500 euro deposit fee, or a full credit for another trip.

#### **7. Liability Waiver/Risk Acknowledgement**

(a) You understand that participation in the Getaway could involve risk of physical injury, illness, death or property loss, and despite safety precautions, we cannot guarantee your safety, as all risks cannot be prevented. We do not provide health and/or accident insurance for Getaway participants, and you understand that any medical expenses, property loss, or other personal expenditures that result during or from this Getaway are to be borne solely by you – or your insurance provider. You hereby consent, authorize and release us (and our representatives at the Getaway) from liability to secure any emergency medical treatment in the event that you are unable to, and you agree to be responsible for the cost thereof. You further understand that if you drive your own vehicle, motorbike, bicycle, or other form of transportation, or are a passenger in a vehicle in connection with this Getaway, we cannot be responsible for assuring the safety and reliability of such transportation and/or driver, nor for any activities and/or travel outside of the Getaway that you might choose to engage in. You hereby accept the risks and responsibilities associated with the foregoing activities. (b) We do not accept any liability for cancellations by third parties (e.g. airlines), acts of God, delays

or changes caused by war, threat of war, terrorist actions or threats, closure of airports, civil strife, industrial action, natural disaster, technical problems to transport, staff cancellations, unforeseen changes in your personal circumstances or other events beyond our control. (c) We are not liable for any injuries or illnesses you may incur during the Getaway. All the classes, activities, workshops and spa treatments, are undertaken at your own risk. We are not liable for any medical conditions, which may develop prior to, during or subsequent to the Getaway. (d) It is your responsibility to ensure that your possessions are kept safe at all times. We are not liable for loss of, damage to, or theft of any of your personal property.

## **8. Group Bookings**

Where a booking is made on behalf of several individuals the booking is conditional on the person(s) paying having authorization from all the individuals named on the booking form to enter into this contract. The terms of this contract will apply to each member of the group as though they had paid for their own Getaway individually and directly to us.

## **9. Complaints**

If you have a problem during your Getaway, please inform us immediately in private and we will endeavor to put things right. Please note that we cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

## **10. Privacy Policy**

We will not share your details with any third parties without your permission. Any personal information that you provide to us will be treated as confidential and used only for the service you requested.

## **11. Photography & Videography**

You, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably authorize us to use photographs of you and/or your property and authorize us and our assignees, licensees, legal representatives and transferees to use and publish (with or without your name) photographs, pictures, portraits or images in any and all forms and media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on internet websites), for any product or services, or other lawful uses as may be determined by the photographer or studio. You further waive any and all rights to review or approve any uses of the images, any written copy or finished product. You are of full legal age and have read and fully understand the terms of this release. You may receive free images and videos from Amanda Persi for your personal use and as memories of the event/Getaway.

## **12. Flights & Transport**

If we, at our sole discretion, choose to organise free transport to/from the airport, it is your responsibility to provide us with your full flight details at least one month in advance, otherwise you may have to organise your own transport.

## **13. Dispute Resolution**

This Agreement shall be governed by the substantial laws of Switzerland. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall, to the fullest extent permitted

by law - and under the exclusion of public court proceedings be settled by sole arbitration, pursuant to the Swiss Arbitration Rules in force on the date the dispute is submitted for arbitration. The jurisdiction is Zurich, Switzerland. And the arbitration language is English.

#### **14. Termination**

We reserve the right to terminate the participation of any person who, during the Getaway, (i) violates any terms of this Agreement; (ii) engages in any unlawful activities; (iii) refuses to cooperate with the reasonable instructions of the Getaway organizers or our representatives, or (iv) otherwise behaves in a manner which we in our sole discretion believe may jeopardize the safety and/or health of other Getaway participants, or compromise our reputation and relationship with our in-country partners. In consideration of the opportunity afforded to participate in the Getaway, with full knowledge and acceptance of the risks associated with this trip and any recreational activities noted within; and with full understanding of the above issues/conditions and risks, I hereby release, indemnify and hold you and your representatives harmless from all form and manner of risks inherent in, and from all claims, suits and demands of any nature arising from participation in the Getaway or any related activities.