

Retreat Enrollment Form

"Through Beginner's Eyes: A Photography Retreat in Assisi, Italy"

September 6-12, 2020

Please complete, sign, and return this form as soon as possible in order to secure your space. A room is considered booked when we receive this application form and your deposit of \$100.00 by April 1, 2020.

For two or more persons, we require one application for each participant. Note: This form is a fillable pdf, which means it can be completed on your computer and emailed to paul@journeystoassisi.com.

YOUR FULL NAME AS IT APPEARS ON YOUR PASSPORT

YOUR ADDRESS – STREET, HOUSE/APARTMENT NUMBER, CITY, STATE, COUNTRY, ZIP

BIRTHDATE

BIRTHPLACE

GENDER

CITIZENSHIP

PASSPORT NUMBER

DATE/PLACE OF PASSPORT ISSUE

ROOM PREFERENCE (choose one):

I AM WILLING TO SHARE A ROOM WITH:

I PREFER A SINGLE ROOM

CRUCIAL DIETARY RESTRICTIONS (MATTERS OF HEALTH NOT PREFERENCE):

EMERGENCY CONTACT

NAME

PHONE NUMBER

RELATION

**RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

**ASSUMPTION OF RISKS**

I,  acknowledge that I have voluntarily applied to participate on the retreat designated on this application. I am voluntarily participating on the retreat with knowledge that travel to the foreign countries and/or remote areas visited by this retreat involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which may not be operated or maintained to standards in my home country; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of Journeys to Assisi, or others. I acknowledge that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OR DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE

**RELEASE**

I acknowledge that the cost of all Journeys to Assisi retreats has been based upon retreat Participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such retreat(s), I hereby RELEASE AND DISCHARGE Journeys to Assisi AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE RETREAT. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Journeys to Assisi from any and all liabilities to the maximum extent permitted by law. I understand that all applications are subject to acceptance by Journeys to Assisi and upon acceptance shall be deemed to have been entered into and to be performed at New York, New York. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at New York, New York; (b) the dispute will be governed by New York law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my retreat with Journeys to Assisi. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

MY INITIALS HERE

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions," especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by retreat participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Signature

Date

# Journeys to Assisi

Paul Kimmerling

## TERMS AND CONDITIONS

### RESERVATIONS

A space is not considered booked until we receive this application and your deposit of \$100.00.

### ROOMS AND PAYMENT SCHEDULE

**Single room = US\$1,800 per person**, for a one- person room with one bed and private bath, breakfast each morning and dinner on the first/last nights. After your deposit of \$100.00, there are two payments:

- Payment 1 of US\$850.00: Due May 15, 2020
- Payment 2 of US\$850.00: Due July 1, 2020

**Double room = US\$1,675.00 per person**: A two-person room with 2 beds, private bath, breakfast each morning and dinner on the first/last nights. After your deposit of \$100.00, there are two payments:

- Payment 1 of US\$787.50: Due May 15, 2020
- Payment 2 of US\$787.50: Due July 1, 2020

### Cancellations and Refunds:

- If you cancel before May 15, you will be refunded half of your deposit.
- If you cancel before July 1, you will be refunded half of your first payment.
- Cancellations after July 1 cannot be refunded

### PAYMENT PROCEDURES

Option 1 - Check: If you have a US bank account and wish to pay by check, please mail checks to:

Paul Kimmerling

35-15 84th Street, 4C Jackson Heights, NY, 11372

Option 2 - Venmo: If you have a US bank account and wish to pay through Venmo, you will find me on Venmo as Paul Kimmerling

Option 3 - Wire: If you wish to wire your payment to my bank, please send it to:

- Bank: HSBC USA
- Swift Code: MRMDUS33
- Bank Account #: 687797675
- Routing #: 021001088

If the final balance is not paid when due, Journeys to Assisi reserves the right to treat the reservation as canceled. Additionally, no one will be allowed to join a retreat unless all payments and necessary documents have been received. In the event of a late sign-up (i.e., less than 30 days prior to departure), or for retreat participants residing outside the U.S., a charge may be added to your final invoice to cover the cost of express delivery of retreat documents.

Reservations are accepted on a first-come, first-served basis, based on date of payment received. We will make every effort to accommodate you. If the retreat is full, you can be put on a waiting list.

Journeys to Assisi reserves the right to cancel any retreat prior to departure for any reason whatsoever, including insufficient sign-up or logistical problems which may impede retreat operations. The refund of all payments received shall release Journeys to Assisi from any further liability. Retreat cancellation due to insufficient sign-up would normally occur a minimum of one month prior to departure.

If Journeys to Assisi cancels a retreat due to *force majeure* (war, labor strikes, civil unrest, earthquake, flooding, etc.), Journeys to Assisi will promptly refund the portion of the retreat cost not already advanced to suppliers and will use its best efforts to recover and refund the balance as promptly as possible. However, Journeys to Assisi does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions.

## TERMS AND CONDITIONS

Journeys to Assisi is not responsible for expenses incurred by retreat members in preparing for a canceled retreat (e.g., non-refundable, advance-purchase air tickets, visa fees, equipment, etc.) or for any necessary additional arrangements should a retreat member have embarked prior to the scheduled departure date.

Specific tier prices for each retreat are indicated in the retreat brochure. Retreats are priced for a minimum of 5 people. If registration falls below that number, we may assess a surcharge of 500.00 per person, for which you will receive a more personalized retreat experience including an hour of individual coaching per person.

### Currency Fluctuations

Prices quoted are based on foreign exchange rates in effect at the time retreats are budgeted. We endeavor to maintain our prices as published, but they are subject to change without further notice in the event of significant cost fluctuations, including exchange rate volatility.

### LAND COST DOES NOT INCLUDE:

International airfare, flights internal to the retreat itinerary (except for specified retreat); passports, visas, immunizations, insurance of any kind, medical costs, costs of hospitalization or evacuation from remote areas, alcoholic beverages, laundry, excess baggage charges or other items of a personal nature; additional expenses arising from the delay or extension of a retreat due to weather, political disputes, sickness, failure of transportation, or other causes beyond our reasonable control; and tipping. The retreat Cost section of the Detailed Itinerary may indicate further exclusions.

### MEDICAL

Our retreats are not very rigorous. Journeys to Assisi assumes no liability regarding provision of medical care. retreat members are urged to check their insurance coverage to be sure it is adequate. In general, you must be in good health to participate on one of our retreats; it is important that persons with medical problems make them known to us well before departure.

The retreat leader has the right to disqualify any member from the group at any time if considered medically necessary or to avoid endangering the group, or if the participant in question is physically unfit for the rigors of the retreat. Refunds are not given under such circumstances. Retreat members should have a personal supply of any special medications which they may need. It is understood that Journeys to Assisi is not a medical facility and therefore has no expertise nor responsibility regarding what medications or inoculations you and your private physician should decide necessary for your safe participation in the retreat.

### EQUIPMENT & BAGGAGE

We recommend that you travel as light as possible, limiting yourself to one checked bag and one carry-on. Journeys to Assisi cannot assume any responsibility for loss or damage to baggage or personal property or any charge for excess baggage.

### LIMITATION OF LIABILITY

These paragraphs (together with the Release of Liability and Assumption of All Risks section on the reverse side of the retreat Application Form) define our responsibility with respect to all our retreats. PLEASE READ IT CAREFULLY.

Your payment represents your acceptance of the following terms and conditions.

Journeys to Assisi gives notice that services provided in connection with these itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Journeys to Assisi in any way. Although it endeavors to choose the best suppliers available, Journeys to Assisi has no right to control such suppliers' operations and therefore makes these travel arrangements upon the express condition that Journeys to Assisi and its own agents and employees shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these arranged services. Each of these passenger conveyance companies, hotels, restaurants, etc., is subject to the laws of the state or country where the service is provided.

# Journeys to Assisi

Paul Kimmerling

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Journeys to Assisi shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the detailed retreat brochures which may be required either en-route, prior to, or following a retreat, when caused by individual clients' travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under Journeys to Assisi's control... (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a retreat, or in shipping purchases or other goods home from abroad... (c) bodily injury or property damage, or any reason including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which it has no control.

Journeys to Assisi reserves the right to take photographic or film records of any of our retreats, including retreat participants, and may use any such records for promotional and/or commercial purposes.

Journeys to Assisi does not discriminate on the basis of age, gender, sexual orientation, race, country of origin, religion, or physical ability and we expect our participants to follow suit. We reserve the right to not accept, to disqualify after acceptance, or to exclude from further participation once a retreat has begun any person it judges to be incapable of meeting the requirements of participating in the activities, or any person whose actions or deportment impede retreat operation or the rights, welfare, or enjoyment of other retreat members or office staff. A refund based on the cost of unused land services is the limit of Journeys to Assisi's responsibility in such a case.

### ITINERARY CHANGES

While as accurate as possible at the time of publishing, our detailed itineraries should be considered an approximate indication of the schedule and scope of activities and retreat routing, rather than an inflexible schedule of events; it is subject to change before or during the retreat due to circumstances beyond our control. Changes may be made during the retreat in order to provide a better-flowing program, to take into account safety issues, or for any other reason deemed appropriate by the leader.

### RETREAT MEMBERS' RESPONSIBILITY

Retreat members have the responsibility to select a retreat appropriate to their abilities and interests. In order to assist you we are happy to discuss the retreat with you as well as provide you with names of past participants who can describe their experience of the retreat you're interested in. Retreat members are held responsible for being in sufficient good health to undertake the retreat members are responsible for bringing the appropriate clothing.

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