

TRUE CABO VACATION PACKAGE AGREEMENT AND RELEASE

This Vacation Package Agreement and Release (this "Agreement") sets forth the terms and conditions under which **True Cabo, LLC**, ("**TC**"), agrees to provide you (the "**Participant**") this vacation package (the "**Trip**"). **Your signature on this Agreement constitutes agreement to these Terms and Conditions for all purposes.**

1. **FINANCIAL RESPONSIBILITIES/CANCELLATIONS:**

- (A) **RESERVATIONS.** Trip registration is confirmed ONLY when TC's office has received and accepted a deposit of **at least \$1000**, per Participant; provided, however, depending on the choice of accommodation selected by the Participant, a greater deposit may be required at the discretion of TC. **Deposits are non-refundable**, regardless of the reason for the Participant's cancellation (including, without limitations, medical, financial, family, work or academic emergencies).
- (B) **FINAL PAYMENTS.** Final payment is due 30 days prior to Participant's arrival. **Within 30 days of the Trip, final payment may be non-refundable after cancellation.** However, after cancellation and within TC's sole discretion, TC will attempt to recover from its vendors and refund to Participant as much of the Participant's final payment as possible, less the deposit. **WE STRONGLY RECOMMEND THAT THE PARTICIPANT PURCHASE TRAVEL INSURANCE.**
2. **RESPONSIBILITY:** TC arranges the services and accommodations offered in connection with the Trip. TC does not assume responsibility for any act, omission, injury to person or property, loss, inconvenience, accident, delay, irregularity, negligence or default of any company, hotel, carrier company and/or their employees, agents or subcontractors providing any services, accommodations, or facilities in connection with the Trip. The Participant agrees that TC is not liable for and releases TC from liability for any personal injury to the Participant, property damage, property loss, accident, delay, or inconvenience to the Participant which may arise, in whole or in part, from any act or omission by any such suppliers.
- (A) **TRIP MODIFICATIONS.** The Trip includes everything listed on the Participant's final itinerary. Should any additional services be requested or required, the costs of these services will be charged to Participant's credit card or, alternatively, the Participant may pay by cash or check. Any services that are cancelled by Participant or are due to weather, sickness, etc. are refundable only if refundable to TC.
- (B) **DOCUMENTS.** Once TC issues and delivers travel or other documents, e.g., airline tickets, vouchers, etc., these documents become the sole responsibility of the Participant. TC shall not be responsible for replacements of or refunds for lost or stolen documents.
- (C) **FORCE MAJEURE.** If forces beyond TC's reasonable control, e.g., storms, road closures, transport strikes, etc., cause the Trip to be extended or otherwise changed, the Participant is responsible for any extra costs associated with such changes, e.g., extra lodging, meals, and transportation and must reimburse TC for any such increased expenditures made on the Participant's behalf. In the unlikely event the entire Trip is canceled due to circumstances beyond TC's reasonable control, TC shall refund the trip price to the Participant, less the deposit and any non-refundable service or other charges incurred by TC.
3. **RELEASE OF KNOWN & UNKNOWN CLAIMS:** Sporting activities, including, but not limited to hiking, kayaking, snorkeling, paddling, weightlifting, pilates, and yoga may result in injuries or damages to you and/or others. There are inherent dangers in sports and related activities. Use common sense at all times while on the Trip. Your participation in such sporting or other activities is entirely voluntary, and if you choose to participate in such activities, you do so at your own risk. By signing this Agreement, you and your parent(s)/guardian(s), if applicable, agree that TC shall not be liable for any damage, loss or injury that may result from your participation in any such activities. **TC DOES NOT PROVIDE MEDICAL INSURANCE TO PARTICIPANTS AND ASSUMES THAT EACH PARTICIPANT HAS MEDICAL INSURANCE.**
4. **MEDICAL RELEASE:** By signing below, Participant agrees that he/she has either had a physical examination within the past six months and has been given his/her physician's permission to participate in activities selected by Participant or has chosen to participate in activities (including use of equipment and machinery) without the approval of his/her physician. Participant does hereby assume all responsibility for his/her participation in activities selected by Participant (including use of equipment and machinery). If Participant becomes ill or injured while on the Trip, the Participant and his/her parent(s)/guardian(s), if applicable, agree that TC shall have the right, but not the duty, to take reasonable action to secure emergency medical attention and/or transportation for the Participant. The Participant agrees to pay for any expense incurred for such medical attention, transportation, or other related emergency services and to reimburse TC for any such payments made or incurred by TC. Any and all medical expenses incurred by the Participant are the sole responsibility of the Participant.
5. **ENTIRE AGREEMENT; GOVERNING LAW:** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings. **This Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado without regard to its conflicts of law rules.**
6. **DISPUTE RESOLUTION/ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **The place of arbitration shall be Denver, CO.**
7. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one document.

REMAINING OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGES FOLLOW.

PARTICIPANT MUST PRINT HIS/HER NAME AND SIGN BELOW:

AGREED and ACCEPTED:

Participant's Signature	Printed Name	Date
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Emergency Contact/Relationship	Phone #1	Phone #2
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Participant's Signature	Printed Name	Date
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Emergency Contact/Relationship	Phone #1	Phone #2
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Participant's Signature	Printed Name	Date
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