

By signing below (or clicking "I agree" online), you agree to the following terms and conditions. Darby's Destinations LLC ("we" or "us") acts as an agent for Lighten Up Wellness, which provides the tour described in your itinerary for the Colorado Ranch Experience from October 29, 2018 returning November 2nd, 2018 (the "Tour"), and these terms and conditions apply to the Tour.

What the Tour Price Includes: hotel accommodations based on double occupancy (we will charge an additional fee for any single room accommodations), all meals included while on the Ranch, Transfers from and to Denver International Airport*, activities as specified in the itinerary, service charges, and taxes. **Not included:** Round Trip Airfare; meals not specifically identified; alcohol with included dinners unless specifically identified; gratuities payable to guides and drivers; airport transfers for travelers not arriving within one hour of the group; other personal expenses; and anything not specifically listed in inclusions. 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. Minimum of 7 participants are needed to operate the tour. Should the group not meet the minimum of 7 guests, the tour will need to be canceled or re-priced.

Reservations and Deposits: All prices are in U.S. Dollars, and based on double occupancy.

- \$550.00 per person and a completed online Guest Reservation Form ("Reservation Form") are required with acknowledgment of this Participant Agreement to reserve space for the Tour.
- Full payment is due August 30th, 2018

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 darby@darbysdestinations.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 after August 1st, 2018, we will retain \$550.00 per person.
- If we receive written notice on or after August 30th, 2018 or if you are a no-show, you will incur a cancellation fee equal to 100% of the 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.

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.

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

- If we receive written notice for a name change on or before August 1st, 2018 there will be no fee or charge.
- If we receive written notice for a name change on or after August 8th, 2018 but on or before August 30th, 2018 you will incur a fee of \$200.00 per name change.
- No name changes will be allowed after August 31st, 2018

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. If a tour is cancelled, 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. If for reasons beyond our control, a Tour in progress must be interrupted or canceled, we will in good faith consider refunding a portion of the Tour price depending on our actual costs incurred compared to the Tour as originally contemplated. Should Tina Walsh of Lighten Up Wellness be unable to participate in this event, every effort will be made to secure a substitute to lead this tour. Regardless of the participation of Tina Walsh of Lighten Up Wellness the tour will proceed as scheduled on the dates listed. By acknowledging this agreement to participate in this tour, you agree that the terms of the cancellation penalty will be binding upon you regardless of whether Tina Walsh of Lighten Up Wellness is able to participate. Darby's Destinations LLC will not be responsible for any loss incurred by traveler, including lost days of the scheduled tour, due to a canceled flight or other means and modes of transportation. **Please investigate purchasing travel insurance as recommended, to cover any type of loss associated with canceled air or other transportation.**

Trip Cancellation Insurance: Travel Insurance is highly recommended to protect your travel investment. Please see the optional trip insurance offered for the Tour.

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.

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 Darby's Destinations LLC (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 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.

***Land Only:** Those electing to make their own air arrangements will travel "Land Only". In this case, you must notify Darby's Destinations LLC no less than 45 days before departure, be responsible for meeting the group at a specified location and time on the tour. Land only passengers are responsible for arranging and paying for transfers to and from the airport. **Wait until you have received confirmation that our tour has met the minimum participant and is confirmed departure before making flight arrangements.**

Responsibility/Liabilities: We act only in the capacity of agent for C Lazy U Ranch 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, sightseeing 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. For information concerning possible dangers at destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. 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. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition or 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 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.

General: Any dispute related to the Tour shall be governed by Massachusetts law without regard to conflict of laws principles. The federal or state courts in Massachusetts 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 one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. 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 Yoga Adventures, your name will be shared with other participants prior to the tour; after the tour, you will must notify darby@darbysdestinations.com 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.