

**Hiking and Yoga in the Swiss Alps**  
**June 22-28 2019**

**Trip Participant Agreement Terms and Conditions (4 pages)**

**Reservations:**

A \$500 deposit per person will secure space on a first come basis, with the balance of \$889 due on or before Feb 1, 2019. The total cost for "Hiking and Yoga in the Swiss Alps" (the "Trip") is \$1389.

Please make checks payable to: Apple a Day Ideas, LLC.

**Late registration:** Trip participants may register after Feb 1, 2019, space permitting, however payment in full is required at the time of registration.

**Trip Price Includes:**

**Yoga:** Daily early morning yoga class appropriate for students of all levels of experience, and a late afternoon yoga class/experience to balance out the day.

**Accommodations:** Dormitory style rooms (2 persons) all with shared bath. All accommodation is at the Sportchalet in Murren, Switzerland. A Goldcard pass is included with the accommodation, offering extensive use of the nearby Sportzentrum sports complex. Those that snore must have prior approval from room mates in order to share or choose single accommodation for an additional fee of approximately 10 Sf per night.

**Meals:** Breakfast, lunch, and dinner at the Sportchalet or prepared picnic-style by the Sportchalet. All meals are meat-based with vegetarian options. Coffee after breakfast and alcoholic beverages can be purchased separately.

**Daily Planned Guided Hikes:** Each day we will venture into the mountains and valleys surrounding Murren on a planned hike.

**Excursions:** Schilthorn Piz Gloria, Lake Brienz boat trip, Trummelbach Falls, Staubach Falls, Lauterbrunnen, Interlaken and Gimmelwald. Transportation is provided for all excursions. Each participant will receive a 6-day Murren-Schilthorn Holiday Pass for unlimited travel in the region by mountain railway, funicular, cable-car and local bus. Excursions may vary depending upon weather and availability. All admission fees for the excursions are included.

**Trip Price Does Not Include:**

Round-trip airfare, bus and/or rail transportation to Murren train station, passports, meals in transit or outside of the Sportchalet, health and wellness services, gratuities, extra fees for usage of the Sportzentrum sports complex over and above those covered by the Goldcard Pass, any additional excursions, or any items of a personal nature.

**Changes:** The Trip price is based on current rates of exchange and is subject to adjustment prior to departure. Once a deposit has been received the Trip rate is secure except in the event of a substantial change in the Swiss Franc exchange rate. Changes to the itinerary are not anticipated; however, Apple a Day Ideas, LLC (the "Trip Organizer") reserves the right to make any changes that it determines are necessary, with or without advance notice. Changes in itinerary will not incur extra charges for participants or result in a refund of any portion of the Trip price.

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## **Cancellations/Refunds:**

All requests for cancellation must be submitted in writing to the Trip Organizer (and received by the dates listed below). Regardless of the reason, cancellations result in additional costs and processing time for the Trip Organizer. As such, all cancellations will be subject to a \$50 cancellation fee.

### **The following charges will be assessed for cancellations:**

Until Jan 31, 2019	\$50 cancellation fee
After January 31, 2019	100% of trip price

If the participant leaves the Trip prior to its conclusion, refunds will not be made for the unused portion of the Trip. No refunds will be made for any excursion, meal, yoga class or workshop or other activity that the participant misses or decides not to participate in for any reason.

**The trip is subject to a minimum enrollment of six (8) guests.** The Trip Organizer reserves the right to cancel the Trip prior to departure. If such cancellation is NOT due to circumstances beyond the Trip Organizer's control, such as war etc. as set forth below, the Trip Organizer will refund all payments, constituting full settlement with the participant. No compensation or refund will be made when cancellation arises before or during the trip from circumstances beyond our and/or our suppliers' control (force majeure) such as war, strife, civil disobedience, strikes, terrorist activity, adverse weather conditions, fire, natural disasters, etc., unless or until the Trip Organizer is able to recover any Trip-related sums. In the event of cancellation arising from circumstances beyond our control as set forth above, Trip-related sums recovered by the Trip Organizer will be distributed equitably to the participants after the Trip Organizer deducts all out-of-pocket costs and related expenses.

It is recommended that participants purchase their own trip cancellation insurance. The Trip Organizer is not responsible for expenses, including but not limited to lodging, meals, and transportation, incurred for delays and/or detentions beyond the trip itinerary as a result of circumstances beyond our and/or our suppliers' control such as war, etc. as set forth above.

## **Nature of Trip:**

This Trip is yoga-based. Accordingly, participants are strongly encouraged to fully attend the yoga offerings provided. All participants are encouraged to approach the Trip with a spirit of openness and adventure.

Smoking is not permitted inside the Sportchalet.

The nature of the Trip is not suitable for children.

**Passport:** A passport must be obtained in advance. Each participant is responsible for determining their specific passport requirements and for obtaining the necessary documents prior to departure. Non-U.S. citizens must consult with appropriate consulates to determine if any visas are needed.

**Medical Insurance:** Each participant is responsible for checking with their current health insurance provider and insuring that they have adequate medical coverage. Participants must carry insurance documentation while on the Trip.

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**Photographs/Videotapes:** The Trip Organizer will be photographing and videotaping parts of the Trip. The Trip Organizer reserves the right to use any such photographs/videos in its advertising, displays, publicity materials, and publications without obtaining further consent from any participant. Each participant releases the Trip Organizer and its representatives from any liability in connection with any such use of such photographs and videotapes.

**Release/Responsibility:**

The participant, by signing this Trip Participant Agreement, agrees that the Trip Organizer and its representatives, except for their gross negligence or willful misconduct, shall not be held liable for any injury, damage, loss, delay or irregularity that may be occasioned for any reason, including, but not limited to any defect in a vehicle, the acts or default of any company or person engaged in conveying a participant, acts of God, terrorism, acts of war, or detention; delays or expenses arising from quarantine, strikes, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations, accidents by aircraft, boat, bicycle or motor vehicle, or in any restaurant or accommodation; failure of any means of transportation to arrive or depart as scheduled or changes in transit, or villa services; missed airline or other transportation connections; or for additional expenses resulting from changes in exchange rates, tariffs, or itinerary. The participant agrees to assume all risks associated with the Trip and agrees that no liability will attach to the Trip Organizer, its employees or agents, or to any member of the trip in respect of death, personal injury, illness or delay of the passenger, or for any loss of or damage to the property (including luggage) of the participant during the course of the Trip, howsoever caused. **By signing this Trip Participant Agreement, the participant releases the Trip Organizer and its representatives from any such responsibility or liability, except as hereinabove set forth.** The liability of common carriers is generally limited and, therefore, it is suggested that participants purchase their own cancellation, property damage (including luggage), and accident insurance.

For the benefit of everyone on your trip, the Trip Organizer reserves the right to accept or reject any Trip participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the Trip, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the Trip. The Trip Organizer will have no responsibility or liability for any participant who leaves the Trip prior to its conclusion or for any activity undertaken by any participant which is not included on the Trip itinerary.

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I/we have read and understand the foregoing Trip Participant Agreement for:  
"2019 Hiking and Yoga in the Swiss Alps" and, by making my advance payment as set forth  
below, agree to the terms thereof.

Please reserve my/our space:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please Print:

Name \_\_\_\_\_ Name \_\_\_\_\_  
(as it appears on passport) (as it appears on passport)

Address \_\_\_\_\_

City/State (Province)/Zip (Postal Code) \_\_\_\_\_ Country \_\_\_\_\_

Telephone: Days \_\_\_\_\_ Evenings \_\_\_\_\_

Email: PRINT \_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_

Telephone of Emergency Contact: Days \_\_\_\_\_ Evenings \_\_\_\_\_

Name of Second Emergency Contact: \_\_\_\_\_

Telephone of Emergency Contact: Days \_\_\_\_\_ Evenings \_\_\_\_\_

Enclosed is a check or money order (US funds only) in the amount of \$ \_\_\_\_\_, as  
\_\_\_\_\_ payment in full

\_\_\_\_\_ deposit for the Hiking and Yoga in the Swiss Alps

NOTE: Check or money order in US funds should be made payable to:  
APPLE A DAY IDEAS, LLC

Please sign and initial each page of the Trip Participant Agreement. Fill in all required  
information above and return the *entire* Trip Participant Agreement with your payment to:

APPLE A DAY IDEAS, LLC  
914 Maupin Road  
Columbia, MO 65203  
USA

Please maintain a copy of the Trip Participant Agreement for your own records.