



## TERMS, CONDITIONS AND LIABILITY DISCLAIMER

By registering for a Strada Toscana small group tour, retreat or workshop in Italy you signify your acceptance of and obligation to these Terms, Conditions and Liability Disclaimer. If you have objections to any of the following you should not register.

### **Deposits, Payments, Cancellations and Refunds:**

A \$500 deposit is required upon registering for any Strada Toscana tour, retreat or workshop. Your deposit is refundable up to 30 days from receipt, less a \$100 nonrefundable administrative fee.

After 30 days, should you cancel your reservation for any reason whatsoever - including, but not limited to, family emergencies, medical issues or personal reasons - we will refund any payments received less the following cancellation fees:

Number of Days Prior to Event Start Date	Cancellation Fee (Per Person)
181 + Days	\$500
180 - 121 Days	\$1,000
91 - 120 Days	\$2,000
61 - 90 Days	\$2,500
0 - 60 Days	100% of the tour price

You must notify us in writing to cancel your participation in a Strada Toscana tour, retreat or workshop. Exceptions to this policy cannot be made for any reason.

Trip balance may be paid by American Express, Mastercard, Visa, Discover Card or PayPal through our secure online shopping cart system. Payment by check can also be arranged upon request.

All bookings made within 120 days of the trip start date require full payment.

If a trip balance is not paid upon the specified due date, we will consider your reservation canceled and cancellation fees, as stated above, will apply.

Strada Toscana's representatives reserve the right to cancel a Strada Toscana tour, workshop or retreat in Italy for any reason whatsoever. In the highly unlikely event that such a cancellation occurs, all payments received will be completely refunded.

### **Travel Insurance:**

We highly recommend that you obtain travel insurance. If you must cancel your participation in a Strada Toscana tour, retreat or workshop for any reason whatsoever - including health reasons for yourself or a family member at home - cancellation fees as stated above will apply. Travel Insurance - specifically trip cancellation insurance - can cover some or all of these expenses.

In addition, if you miss a specified group pickup or transfer due to a delayed, cancelled or missed flight or for any reason whatsoever, you are responsible for arranging and paying for your own transportation to the tour venue. Travel insurance - specifically trip cancellation or trip interruption insurance - can cover some of all of these expenses.

Note: Terms and coverages vary depending on the specific insurance carrier. Carefully check the specified terms and coverages before purchasing your policy. Many insurance carriers require that you purchase a policy with 7 days of placing a deposit on a tour, retreat or workshop.

### **Liability Waiver:**

While we take every possible measure to ensure participant safety during a Strada Toscana tour, retreat or workshop in Italy, we cannot control everything and everybody. For this reason, the participant (you) is legally responsible for his/her safety and behavior and agrees to, and is held legally liable to, the following statements:

I am responsible for choosing a Strada Toscana tour, workshop or retreat in Italy based on my health, fitness and abilities.

I understand that Strada Toscana representatives are not responsible for participants' baggage or personal effects and that I am responsible for purchasing a travel insurance policy to cover any baggage damage or theft.

In the event of delayed, canceled or missed flights, I understand that I am responsible for making alternate arrangements and that I am also responsible for paying for my own transportation to the tour, retreat or workshop location.

I understand that all services and accommodations are subject to the laws and regulations of Italy. Strada Toscana acts only as an agent for the various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or any other services connected

with this tour. Such services are subject to the terms and conditions of those suppliers. Strada Toscana's respective agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default of any company or person in performing these services.

I understand that Strada Toscana representatives reserve the right to accept, remove, retain or decline any participant at any time for any reason. In such case, a refund equal to the actual cost of the unused services is the limit of Strada Toscana's responsibility.

I agree that Strada Toscana hereby gives notice that all services and arrangements related to a Strada Toscana tour in Italy have been made upon the express condition that Strada Toscana's representatives shall not be held liable and do not assume responsibility for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, alteration, or inconvenience resulting from any acts of negligence, breach of contract, omission, or by weather, sickness, strike, quarantines, hostilities, local laws or the willful or negligent acts of any other trip participant, or any cause whatsoever.

I consent and acknowledge that should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation a Strada Toscana tour, workshop or retreat in Italy, I am financially responsible for any medical or legal bills that may be incurred as a result of that emergency medical treatment. I will notify Strada Toscana representatives verbally and in writing if I am at any time injured prior to, during, or after a Strada Toscana tour in Italy, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that agents of Strada Toscana are not legally obligated to act on that information in any way or to providing any medical service whatsoever to me.

I agree that if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in a Strada Toscana tour in Italy that I will notify Strada Toscana representatives and that they retain the right to request that I not participate in portions of or in the entirety of the trip.

I understand that I am ultimately responsible for my own health and well being, including carrying with me any necessary medications, such as those for chronic conditions and/or allergies to foods, insects, etc. I also understand that I should report to Strada Toscana representatives any health-related issues that might affect myself or other trip participants.

I agree that Strada Toscana's agents or representatives reserve the right to take photographic or video records throughout a Strada Toscana tour, workshop or retreat in Italy, and may use such records for promotional and/or commercial purposes.

Correspondence:

Off the Beaten Strada LLC (DBA Strada Toscana)

382 NE 191st Street #13937

Miami, Florida, USA 33179

Strada Toscana is a registered DBA for Off the Beaten Strada LLC

State of Florida Seller of Travel Registration No. ST37452

### **Review and Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Florida. The participant agrees that any dispute that arises out of or relates to these Terms will be resolved via non-binding mediation in the State of Florida via a professional mediator obtained by Strada Toscana and if a successful mediation is not reached, to binding arbitration arbitrated in the State of Florida in accordance with the policies set forth by the American Arbitration Association. If any of these Terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions.