



# ROAD TRIPPERS

L E T ' S G O



Bear Lake, ID

## CONTRACT FOR ATTENDANCE

These Terms, Conditions, and agreement (“AGREEMENT”) constitute a binding contract for attendance at an educational photographic retreat (“RETREAT”) managed by Marcie Reif Photography LLC, DBA The RoadTrippers Retreat (“RTR”). By consenting to this AGREEMENT, the clients (“the CLIENT”) agrees to compensate RTR for the services provided by RTR at the price and under the terms set forth in this AGREEMENT.

The following terms and conditions shall govern this AGREEMENT between the CLIENT and RTR:

### DURATION

This AGREEMENT shall be in effect for the duration of the RETREAT. The RETREAT shall begin at 3PM on October 17, 2022, and conclude at 10AM on October 20, 2022. The SLC Shootout add-on shall begin at 3:30PM on October 16, 2022 and conclude at 3PM on October 17, 2022.

### COMPENSATION

This AGREEMENT binds the CLIENT and RTR for attendance at the RETREAT based on ONE of the following compensation arrangements on a first-come, first-serve, space available basis:

Private King Suite	\$3200
Private Queen Room	\$3000
Shared Queen Room	\$2750
Bunk Room	\$2450
SLC Shootout (add-on)	\$150

## **PUBLICITY RIGHTS AND PROMOTIONAL USE**

The parties agree that the CLIENT grants RTR irrevocable and unrestricted right to capture, use, and publish photographs of the CLIENT, or in which the CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same, while attending the RETREAT. The CLIENT hereby releases RTR and assigns from all claims and liability relating to said photographs. RTR may use images and likenesses from the CLIENT's event for commercial use, including, without limitation or further compensation, promotional exhibition to other potential clients of RTR.

## **LEGAL VALIDITY AND LIMITATION OF LIABILITY**

The validity and interpretation of this AGREEMENT shall be construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions.

Any dispute under this AGREEMENT that cannot be resolved by RTR and client after thirty (30) days of receipt of notice of the dispute shall first be submitted to a neutral mediator selected by RTR. In the event the mediator cannot resolve the dispute, the remaining issues in dispute may be submitted to the relevant court of the State of Georgia. The state and federal courts of the State of Georgia shall have exclusive jurisdiction over any such dispute and each party hereby irrevocably consents to the jurisdiction of such courts upon them and service of process by mail. Any court action to enforce this AGREEMENT, or relating or arising out of this AGREEMENT or the services provided by RTR shall be brought in a court of competent jurisdiction in the state of Georgia.

In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this AGREEMENT, each party to this AGREEMENT shall bear their own attorney's fees.

If any provision of this AGREEMENT is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this AGREEMENT will remain in full force and effect. Any provision of this AGREEMENT held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach of this AGREEMENT by the CLIENT, RTR shall be entitled to terminate this AGREEMENT and retain the Retainer and any other monies paid by the CLIENT hereunder. In addition to the other remedies expressly stated in this AGREEMENT, RTR shall have all other remedies available to it at law or in equity upon the breach of this AGREEMENT by the CLIENT.

Notwithstanding anything contained in this AGREEMENT to the contrary, the client's sole remedy for an actual breach by RTR of its obligations under this AGREEMENT, shall be a termination of this AGREEMENT and a refund of the retainer and other monies collected hereunder up to the date of such breach. In no event shall RTR be liable for monetary damages, whether in tort, for breach of contract or otherwise, under this AGREEMENT for an amount in excess of the retainer and any other monies paid hereunder. In no event shall RTR be liable under this AGREEMENT for any consequential, incidental, or punitive

damages, physical or mental injury, hardships, or for lost profits, resulting from the RETREAT or the cancellation of the RETREAT.

RTR and its employees shall not be liable for any injury, accident, or theft resulting from participation in the RETREAT. It is the responsibility of the CLIENT to obtain information concerning any risks involved in participation.

**By consenting to this AGREEMENT, the CLIENT verifies that they are releasing RTR and its related entities of any liabilities associated with attending the RETREAT.**

#### **CANCELLATION & FORCE MAJEURE**

RTR reserves the right to alter or cancel the RETREAT for any reason. In the event of cancellation, all monies paid by the CLIENT shall be refunded.

With the exception of RETREAT cancellation initiated by RTR, any and all monies paid to RTR for the RETREAT by the CLIENT are **non-refundable** for any reason including but not limited to: illness, travel complications, personal conflicts, or change of desire, but may be transferable pending approval by RTR. Should the CLIENT be unable or unwilling to attend the RETREAT for any reason, they shall notify RTR immediately.

If such conditions exist whereas RTR can obtain a replacement client, the CLIENT will be refunded their monies minus a 10 (ten) % convenience fee. No incidental expenses incurred by the CLIENT as a result of the cancellation, including travel expenses, shall be the liability of RTR.

For the purposes of this AGREEMENT, "Force Majeure" shall mean a cause or event such as war, threat of war, riots, terrorist activity, governmental activity, civil strife, injunctions, industrial or labor disputes, nuclear events or threats, natural disasters, fires, acts of God, or other unfavorable weather conditions not reasonably foreseeable or otherwise caused by RTR. Any delay or degradation of performance caused by Force Majeure shall be excused by the CLIENT.

#### **ITINERARY VARIANCE**

Due to the nature of the weather and other conditions, RTR reserves the right to alter or change the scheduled itinerary of events at any time without penalty.

#### **INSTRUCTOR SUBSTITUTION**

In the event that a specified speaker is unable to attend the RETREAT due to illness or other Force Majeure, a replacement will be provided if possible, and does not alter the terms of the AGREEMENT.

#### **TRAVEL INSURANCE**

RTR highly recommends, but does not require or provide, the use of travel insurance for the RETREAT and related expenses.

## **PARTICIPANT HEALTH**

The RETREAT is designed to accommodate the abilities of average people in good health. RTR shall make their best attempt to accommodate any specific health or physical condition related issues, however no guarantee can be made that such accommodations will be satisfactory.

**By consenting to this AGREEMENT, the CLIENT certifies that they do not knowingly have any physical, mental, or other condition of disability that would create a risk for themselves, other clients, or RTR representatives.** Medical circumstances will not be exempted from the cancellation policy above.

## **COVID 19 CANCELLATION**

RTR reserves the right to cancel the retreat at any time due to illness from, or potential close contact exposure to, COVID-19. Such cancellation shall be understood to be treated as Force Majeure under terms of this AGREEMENT.

## **HEALTH AND SAFETY MEASURES**

RTR is committed to taking all reasonable and appropriate COVID-19 health and safety measures and protocols for attendance at the event. By agreeing to attend the event, CLIENT expressly agrees to comply with and follow these safety requirements and protocols. In addition, CLIENT expressly assumes, and releases RTR and any affiliates from, all risks, claims, damages, losses, costs and expenses, whether or not reasonably foreseeable, associated with, resulting from or arising in connection with CLIENT's participation or presence at the retreat, including, without limitation, all risks of harm, damage, illness (including viruses or illness from any communicable disease) or injury (including death) to or related to CLIENT and his or her person or property.

## **SUBSTANCE FREE ENVIRONMENT**

The use of illegal substances is not permitted during the RETREAT. Smoking, and the use of tobacco products, including E-cigarettes, are not permitted indoors or within 25 ft of the lodging house.

**Violations to this policy may result in expulsion from the RETREAT without recompense or recourse. The CLIENT will be liable for any damage or penalty associated with the use of prohibited substances while attending the RETREAT.**

## **ENTITLEMENTS**

RTR shall provide The CLIENT the following entitlements for the duration of the RETREAT:

- Meals & beverages, including limited alcoholic beverages
- Lodging as per the chosen compensation arrangement
- Optional shared ground transportation for the CLIENT to and from the retreat location and transportation if deemed necessary for official events at the RETREAT

**EXCLUSIONS**

RTR shall be under NO obligation to provide any of the following entitlements to the CLIENT for the duration of the RETREAT or at any other time:

- Air or ground transportation to the RETREAT or to the meeting location for shared ground transportation
- Photographic equipment or computers
- Gratuities
- Any services, activity, or fees not explicitly stated above as an entitlement

**POST-AGREEMENT**

At the conclusion of the RETREAT, all obligations by RTR to the Client shall immediately cease.

**ENTIRE UNDERSTANDING**

The AGREEMENT contained in this contract constitutes the sole AGREEMENT between RTR and the CLIENT regarding the RETREAT. It becomes effective only when electronically consented to by the CLIENT and accepted by RTR. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Georgia. This contract has been freely negotiated and shall be recognized as the entirety of the AGREEMENT. Only those changes or modifications specifically placed in writing, attached, dated and signed by the CLIENT and RTR at the time of acceptance of this contract shall be recognized as amendments to this contract.