

TERMS AND CONDITIONS AGREEMENT

Please read the Terms and Conditions Agreement (including Limitations of Liability, Release and Waiver of Liability, Hold Harmless, Covenant Not to Sue, Assumption Of Risk, and Assumption of Risk and Indemnity)

Each person traveling must sign a separate Agreement and submit the last page separately to admin@fatimabacot.com

CONDITIONS OF BOOKING & LIMITATION OF LIABILITY

The following paragraphs define Fatima Bacot and her representatives (referred to overall as “Event Organizer”) and her liability and responsibilities with respect to the Event, and your (referred to as “Event Participant”) liability and responsibilities with respect to the Event.

I, the Event Participant undersigned, acknowledge and agree to the following in consideration of the Event Organizer’s efforts to facilitate my participation in opportunities at and/or related to the Event, the fullness and sufficiency of which I hereby acknowledge:

OVERALL AGREEMENT

- Event Organizer agrees to organize and provide the Event to the Event Participant as described in the Itinerary for the Event.
- Event Participant agrees to pay Event Organizer the fee for the Event Fee as outlined in the “Terms of Payment”
- Event Participant certifies that he or she agrees to the terms and conditions and all waivers.
- Event Participant agrees to execute a copy of this Agreement as part of participating in this Event

TERMS OF PAYMENT

- One upfront payment of \$3795 AUD double occupancy, or
- \$3995 AUD double occupancy, in instalments as mutually agreed between Event Organizer and Event Participant, paid in full no later than 25 Sept 2018 (unless otherwise agreed to by Event Organizer and Event Participant, in writing via email), with \$1000 upfront as a non-refundable deposit to secure placement on the Event. This amount will be paid by credit card online or via other means as mutually agreed to by Event Organizer and Event Participant, and will not be returned to the Event Participant in the event of cancellation.
- \$1000 is non-refundable, whether Event Participant pays in instalments or upfront. Please see below for the Refunds and Cancellation Policy.
- The Event Fee, as described in the “Terms of Payment” includes all activities (both indoor and outdoor) as described in the Itinerary; in addition to meals as listed in the Itinerary.
- Event Fee does not include:

Fatima Bacot, 63 Rutledge Street, Coolangatta 4225, Queensland, Australia

- Airfare to/from Spain and airport taxes
- Personal costs such as taxis, postage, alcoholic beverages, external internet service (other than as provided in our accommodation) and telephone calls
- Passport + any Visas required
- Medical/accident/travel/baggage/personal liability insurance to mitigate the risk of unforeseen circumstances, illness, etc. This is a mandatory requirement.
- Excess baggage charges
- Tips for drivers, taxis, restaurant staff (if you choose to go/eat elsewhere, eg)
- Travel from Malaga to your next destination at the end of the Tour
- 100% guarantee of gluten-free, vegan, gluten or dairy free options (Although we will do our best to assist and be attentive, please do be mindful when booking and bring the supplements you may need.)
- Food, private excursions, recreational activities not mentioned in the Outline
- Any other item unspecified in the Fee or the Outline

DESCRIPTION OF THE EVENT

- The Event consists solely of the activities and inclusions as described in the Itinerary.
- The Event Organizer may occasionally find it necessary to make changes in its stated Itinerary. The Event Organizer makes every effort to keep such changes to a minimum, but spontaneous changes may need to be made for Event Participants and for the smooth running of the Event.

ROOMMATES

If any Event Participant does not have a specific roommate, the Event Organizer will attempt to match that Event Participant with a roommate. If the Event Organizer matches the Event Participant with a roommate whom the Event Participant deems unsuitable, then the Event Participant must pay for the single supplement for him or herself and also for the unsuitable roommate. There will be no refunds for complaints about roommates, and if any Event Participant cancels the Event because of a roommate, there will be no refund.

GUARANTEES

There is no guarantee, stated or implied, made by the Event Organizer, regarding any aspect of the Event. In particular, there is no guarantee, stated or implied, regarding: 1) the number of participants or the age of participants taking the Event; 2) the amount of time that the Event Organizer or other guides will be personally leading the Event; 3) the time spent at any given location on the Event; 4) photos posted on websites or visiting any specific sites shown on photos in any media; 5) the quality of the sessions, or other subjective experiences on the Event; 6) any other aspect of the Event.

RESERVATION RESTRICTIONS

Any prospective Event Participant with a disability, pre-existing medical condition, or medical history requiring special attention or treatment, should advise the Event Organizer at time of booking the reservation and is advised to consult with a medical specialist prior to reserving space on the Event. People who are unable to travel alone or who would require special assistance or handling must be accompanied by a companion who will provide the required assistance. The Event Organizer assumes no responsibility for cases such as these.

INSURANCE

It is mandatory for all Event Participants to arrange travel, medical, accident, cancellation, and baggage insurance independently. The Event Organizer carries no insurance whatsoever for the Event Participants.

RIGHT TO PROMOTION

The Event Organizer and her representatives reserve the right to make both audio and visual recordings or take photographs, and Event Participant agrees that the Event Organizer may use any such records for promotional and/or commercial purposes.

PERSONAL RESPONSIBILITY CERTIFICATION BY EVENT PARTICIPANT

Inherently Dangerous Activities: Event Participant acknowledges that he or she is willfully and with full knowledge participating in certain activities. The Event Participant acknowledges that he/she has voluntarily applied to participate in the Event and that all choices of activities are his/her own voluntary choice

Emergency Medical Situations:

Participant recognizes that as a result of participation in the Event, medical treatment on an emergency basis may be necessary. Event Participant further recognizes that the Event Organizer may be unable to obtain consent to assist, as practicable, in obtaining emergency medical care at the time of the emergency. Accordingly, the Event Participant hereby consents in advance to such emergency care, including hospital care, as may be deemed necessary under the then existing circumstance. Additionally, should the Event Participant sustain or incur any accident or illness while involved in the Event, he/she grants to the Event Organizer the full authority, at the Event Participant's expense, to take whatever action the Event Organizer believes is warranted under the circumstances. The Event Organizer at its discretion may place Event Participant, at Event Participant's expense, in a hospital at any point for emergency medical services. In the event that the Event Participant is physically or mentally unable to consent in an emergency medical situation, Event Participant hereby specifically authorizes Event Organizer to act on his/her behalf to execute any and all documents, including any necessary liability waivers or releases, which might be required by any medical facility to admit and/or perform any emergency care for the Event Participant. The Event Participant grants permission for any and all treatment (including medical or surgical treatment recommended by a medical doctor) deemed necessary for a condition arising during participation in the Event. The Event Participant further assumes the risks, waives any claims against, holds harmless, covenants not to sue, releases and indemnifies Event Organizer from any liability for such emergency decisions or actions which may be taken on the Event Participant's behalf, including unintentional harm or injuries

compounded, caused or increased by negligent acts, rescue operations or procedures to Event Participant by Event Organizer. The Event Participant further specifically acknowledges that the Event Organizer has no duty to render emergency aid or assistance as set forth above, and this Agreement confers no duty of Event Organizer to Event Participant to undertake the emergency actions so authorized. Should Event Organizer undertake emergency actions, Event Participant agrees Event Organizer should be protected from liability to the fullest extent allowed by law.

• Moreover, by signing the agreement form below, the Event Participant agrees as follows:

“I am entirely responsible for my own personal safety, health, and mental, physical, emotional, and general well-being during and after the Event. I release the Event Organizer and her representative(s), and any employees, assistants, and affiliates, of any liability for any injuries or damages mentally or physically I might incur during or after the Event. I understand that the Event is in no way psychotherapeutic or medical in nature. The Event is not involved with the treatment of disease or health conditions of any kind and does in no way substitute for medical diagnosis or treatment. The Event Organizer does not treat, prescribe, or diagnose any illness, disease, or any other physical, mental, emotional or spiritual disorder. Any personal advice or answers to my questions that are given to me on this Event are for entertainment purposes only. I release the Event Organizer and her/his representatives and any of their employees, assistants, and affiliates from any injuries or damages mentally or physically that I might incur during or after this Event as a result of following any advice given to me on this Event. I release the Event Organizer and her/his employees, assistants, and affiliates from any obligation to fulfil any claims about this Event that have been printed or spoken in any recordings, lectures, letters, emails, literature, the Internet, websites, or the news media. I am entirely responsible for my personal safety, health, and well-being during the Event. I hold the Event Organizer harmless for anything that might happen to me or to my possessions on this Event. I understand that no health insurance or travel insurance is provided by the Event organizer, and, that it is a mandatory requirement of participation on this Event that I must organize myself. I have read and understood the Agreement.”

By signing this Agreement, the Event Participant fully assumes the risks (known and unknown), holds harmless, covenant never to sue, releases, waives any claim against and indemnifies the Event Organizer and her/his representatives from all responsibility and liability from any and all claims, demands, lawsuits and/or causes of action arising from any damages, injury, loss, accident, disability, death, delay, irregularity, or expense to Event Participant's person or property incurred at any time during the Event or associated with the activity and/or travel related to or arising from the Event, caused unintentionally by any negligent act of the Event Organizer and/or any individual acting on its behalf and/or by any condition or forces of nature. The Event Participant understands this means that the Event Participant recognizes and understands the risks and that the Event Participant releases and will not make a claim against or sue Event Organizer for any unintentional act and negligent act and that Event Organizer is protected to the full extent allowed by law in the event it causes any injury or damages to Event Participant by or as a result of participation on the Event. The Event Participant also agrees to indemnify, reimburse, hold harmless and release Event Organizer from and for any financial obligations or liabilities that Event

Participant may incur or any damage or injury to the person or property of others caused by the Event Participant while participating on the Event.

WAIVERS

General Waiver

The Event Participant shall indemnify and hold the Event Organizer free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from or on account of the Event Organizer's activities or omissions in connection with this Agreement, as well as the costs, including attorneys' fees, of defending against them. By signing this Agreement, the participant releases the Event Organizer and her/his representatives from all responsibility and liability.

Waiver from Liability for Event Participant's Travel and Condition

The Event Organizer takes no responsibility or liability for, and the Event Participant expressly waives any right to hold Event Organizer liable for: 1. any changes or delays in air schedules, missed airline or other carrier connections, or other services; 2. injury, loss, or damage to persons or property, including luggage; 3. additional expenses resulting from changes in exchange rates, tariffs, or schedule; 4. defect in any vehicle or the act or default of any company or person engaged in conveying the Event Participants, or in carrying out the arrangements of the Event, or otherwise; 5. additional expenses incurred or due to sudden sickness, weather conditions, strikes, terrorism, or other causes or acts of God; 6. losses due to cancellations.

Waiver of Liability for Event

Event Organizer is making all arrangements pertaining to the Event, including accommodation and meals in order to provide the services described in the Itinerary. The Event Organizer takes no responsibility or liability for, and the Event Participant expressly waives any right to hold Event Organizer liable for: injury, death, delay, theft, damage, or irregularities, however caused.

Waiver of Liability for Full Event Accommodation

Event Participant acknowledges that Event Organizer is making certain limited arrangements pertaining to the Event for Event Participant, including accommodation reservations, transportation, and day to day operation of the Event. As a condition for the provision of these services, Event Participant expressly waives any right (whether in contract, tort, or both), to hold Event Organizer liable for delay, theft, damage, injury, terrorism, or irregularities, however caused. The Event Organizer takes no responsibility or liability for, and the Event Participant expressly waives any right to hold Event Organizers liable for: 1) any changes or delays in air schedules, missed airline or other carrier connections, or other services; 2) injury, loss, or damage to persons or property, including luggage; 3) additional expenses resulting from changes in exchange rates, tariffs, or itinerary; 4) defect in any vehicle or the act or default of any company or person engaged in conveying the Event Participants, or in carrying out the arrangements of the Event, or otherwise; 5) additional expenses incurred or due to sudden sickness, weather conditions, strikes, war, terrorism, quarantine or other causes or acts of God. 6) losses due to cancellation; 7) changes in the

Event itinerary; 8) physical, mental, emotional, or spiritual injury as the result of participating in the Event; 9) disappointment or dissatisfaction about the Event.

REFUNDS AND CANCELLATION

Cancellations by Participant

All requests for cancellation must be submitted in writing, via email at admin@fatimabacot.com Event Participant will be entitled to a refund of a portion of the remaining Event Fee in the amounts provided below:

\$1000 Deposit/fee is non-refundable, whether payment originally paid upfront in full, or via instalments. Further, Event Participants is subject to the following:

- After 26 Aug 2018, 40% of full fee is non-refundable.
- After 9 Sept 2018, 60% of full fee is non-refundable.
- After 23 Sept 2018 80% of full fee is non-refundable.
- After 7 Oct 100% of full fee is non-refundable.

Event Organizer is not responsible for airline or travel arrangements by the Event Participant, and Event Organizers assume no responsibility or liability for losses due to cancellations arranged by the Event Participant. Event Participants are responsible for seeking refunds on their tickets from the airline carrier from which their ticket is issued. Some airline tickets might have penalties or surcharges for cancellation, or may be completely non-refundable. The purchase of insurance is thus a mandatory requirement for this Event.

- There will be no refund for any participant who attends the Event, or who leaves Event prior to its conclusion, for whatever reason.
- Complaints about the Event will not result in any partial or full refund.

Cancellation by Event Organizer

Although unlikely, Event Organizer reserves the right to cancel the Event due to low enrolment or if, for any reason, Event Organizer determines the conduct of the Event is no longer viable. Should the Event Organizer cancel the Event, the Event Organizer will refund all monies received. In the event this happens, Event Participant agrees that he/she is entitled to only and will accept only the refund of all monies received by the Event Organizer as the Event Participant's sole remedy and entire compensation in relation to the Event, and the Event Organizer shall have no other obligation, duty or liability to Event Participant for any loss, injury, refund or claim whatsoever.

RIGHT TO REFUSE SERVICE

The Event Organizer reserves the right to accept, decline, or retain any person as an Event Participant at the Event at any time without liability and without any obligation to pay a refund or any other amount whatsoever. The Event Organizer takes no responsibility or liability for

any Event Participant who leaves the Event prior to its conclusion or for any activity undertaken by any Event Participant that is not included in the Itinerary or other itinerary.

The Event Organizer reserves the right, in its absolute and sole discretion, to decline to accept a Registration from (and refund any funds paid it by Event Participant) or to exclude from further participation any Event Participant it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions and or behaviour may impede trip operation or potentially impede the rights, general welfare or enjoyment of other Event Participants.

The Event Organizer shall owe no refund to any Event Participant it excludes from the Event at any time during the course of the Event and the Event Organizer shall have no other obligation, duty or liability to Event Participant for any loss, injury or other claim. Further, it will be the Event Participant's sole responsibility, not that of the Event Organizer, to arrange to return home at Event Participant's own expense.

Disclaimer of Warranties

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. EVENT ORGANIZER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Choice of Law and Forum

Governing Law and Choice of Forum: this Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed and determined by Australian law, including any laws that direct the application of another jurisdiction's law. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) will be resolved exclusively in Australia, under Australian Law, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

Entire Agreement

This Agreement may be modified only by the written consent of both parties hereto. This Agreement represents the entire Agreement between the Event Participant and the Event Organizer with respect to the subject matter hereof. There is no other contract or agreement between the Event Participant and the Event Organizer, stated or implied. There shall be no waiver of the rights of the Event Organizer by the failure to enforce that or any other right hereunder. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of the rest of the Agreement.

KNOWING AND VOLUNTARY EXECUTION

I, the Event Participant, have carefully read this Agreement fully and understand its contents. I am also aware that this Agreement contains releases and waivers of liability, agreement to hold harmless and covenants not to sue (hold harmless), limitations of liability, and assumption of risks and promises to indemnify. I voluntarily and knowingly agree that in signing this Agreement I have given up substantial rights. I understand this Agreement constitutes a contract between myself, as Event Participant, and Fatima Bacot, as Event Organizer, and I sign it of my own free will.

EVENT PARTICIPANT:

Signed:

Date _____

Printed Name

EVENT ORGANIZER (FATIMA BACOT)

By:

Date _____

Printed Name
