



bay life getaways

CANCELLATION POLICIES, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR BAY LIFE GETAWAYS

DISCLAIMER CLAUSE

The organizers, partners, establishments, sponsors, and volunteers of Bay Life Getaways are not responsible for any injury, illness, loss or damage of any kind sustained by any person while participating in any Bay Life Getaways activity or tour, including injury, loss or damage which might be caused by the action, inaction, or negligence of others. I hereby for myself, my heirs, executors, administrators or anyone else who might claim in my behalf, covenant not to sue, and waive, release and Bay Life Getaways, the establishments, sponsors, and volunteers of any and all claims of liability for death, personal injury or property damage of any kind or nature whatsoever arising out of, or in the course of my participation in Bay Life Getaways activities & tours. This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

ASSUMPTION OF RISKS

I fully understand and acknowledge that: (a) tours and activities have inherent risks, dangers and hazards and such exist in my participation in any and all of Bay Life Getaways LLC activities and tours; (b) my participation in such activities and tours may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/ or total paralysis, alcohol poisoning, death or other ailments that could cause serious disability; (c) the risks associated with returning to my residence after participating in the event, whether traveling by foot or in any kind of commercial, private and/or public motor vehicle; (d) these risks and dangers may be caused by the negligence of the owners, contractors, employees, officers, or agents of Bay Life Getaways LLC.

I hereby release all owners, contractors, vendors, employees, officers, or agents of Bay Life Getaways from and against any claim for injury, including death, or loss of damage to my personal property that may be sustained by a doing business with Bay Life Getaways LLC and its subsidiaries.

BY SIGNING BELOW, I DISCLOSE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN.

Intending to be legally bound, I hereby certify that:

1. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.

2. I have no physical or emotional problems, nor any history thereof, which will impair my ability to participate in this event in a safe manner.

I, on my behalf, on behalf of every participant in my group and on behalf of my heirs, personal representatives, successors and assigns hereby release and hold harmless Bay Life Getaways LLC and all owners, contractors, vendors, employees, officers, or agents of Bay Life Getaways LLC.

BAY LIFE GETAWAYS BOOKING & CANCELLATION POLICIES

BOOKING POLICIES:

- All passports will be checked and photocopied by hotel check-in to verify ages and attendance. If traveler misrepresents any ages of room occupants that are minors, they will be charged the full adult price at checkout.
- If you are unable to attend the Getaway you've purchased, please contact customer service at hello@baylifegetaways.com for the cancellation policy associated with your individual booking.
- Name Change Policy: Changes to names on bookings are subject to restrictions and fees. Commonly, no name changes are permitted within 30 days of the start date of a trip; name changes prior to that 30-day window will be permitted subject to a US \$50 fee for each name changed. Name change requests, if approved at our discretion, after the 30-day period are \$100 for each name changed.
- All guests must have booked a Getaway in advance and have all attending names updated in accordance with the set name change policy for your Getaway in order to be admitted. Any exceptions to this will be clearly defined in the policies associated with the Getaway.
- No-shows and early departures are NON-REFUNDABLE

GETAWAY CANCELLATION POLICY:

Client understands that cancellation penalties may occur based on the following cancellation schedule.

TRAVELER CANCELLATIONS & REDUCTIONS:

- 100% refundable the first 24hrs after booking
- After the first 24hrs the package is 100% NON-refundable, no exceptions. You may sell the package and do a one time name change free of charge.
- All payment-plan cancellations will forfeit the \$79 deposit for the processing fee.

Client understands that if a refund of any kind is to be issued for any reason, it may not be issued to the original credit card, account or debit card used to purchase the package. Refunds cannot be issued to the original credit card or debit card if more than 60 days have passed. Bay Life Getaways will issue refunds through electronic means or by check when necessary.

NO-SHOWS AND EARLY DEPARTURES: Are 100% NON-REFUNDABLE

CANCELLATION OF EVENTS: If an event/excursion is cancelled in whole or in part for any reason, Bay Life Getaways will pass on whatever refund they obtain, if any, that is attributable to the Client. Client understands that there is a significant likelihood that the refund will be less than what Client paid for the event. Client must cooperate with Bay Life Getaways in obtaining the refund, which may include the returning of unused tickets.

TRAVEL INSURANCE: Bay Life Getaways, does not offer but, recommends travelers purchase travel insurance that may cover cancellation. There are many 3rd party vendors that offer travel insurance. Certain insurance products exist which may reduce the risk of loss to the Client. These products may be available through third party insurance brokers.

DISCLAIMER & LIABILITY: Bay Life Getaways and Hotel shall not be liable for any claims, action, and cause of action, injuries, illnesses, damages, loss, delays or expenses arising out or resulting from any of the following:

- Any act of omission of any third party, contractor supplying services on the tour including, but not limited to, air, land, or water transportation services.
- Any act of omission of any third party contractor supplying accommodations on the tour.
- Quarantine, epidemics, pandemics or public health emergencies.
- Strikes.
- The failure of aircraft, watercraft or any other means of transportation to arrive or depart as scheduled.
- Disturbances, civil or political unrest.
- Government restrictions or regulations.
- Extreme weather conditions, embargo, war, terrorism or act of terrorism, natural disaster.
- Any other causes over which, Bay Life Getaways and the Hotel has no direct control.

The total responsibility for the operation, maintenance and scheduling for aircraft, watercraft and land vehicles used for any included tours rests with the third party contractor engaged in transporting passengers. Third party contractors providing air, ground or water transportation shall not be liable for any damage, loss, delay or expense incurred at a time during which passengers are not on board their craft. Any claims, action or cause of action against any party providing air, water or ground transportation services for personal injuries or death shall be brought in the country where the personal injury or death occurred. Notwithstanding anything this section 6 to the contrary, Hotel shall remain liable to the client and client's guests for the Hotel's own negligence, acts, or omissions.

Each party to this Agreement shall indemnify, defend and hold harmless the other party and its officers, directors, agents, employee and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the indemnifying party's breach of this Agreement or other acts or omissions of said party, and in the case of Client any misrepresentation through advertising, brochure, promotion, press

release or any other way that may damage Bay Life Getaways or the Hotel's established image as a result of the Client or their representatives or employees.

In the event Bay Life Getaways or the Hotel becomes aware of a medical or other emergency pertaining to a guest, then Bay Life Getaways or the Hotel shall immediately notify the Client of the name of such attendee and the nature of the emergency.

Hotel or the property operator thereof shall carry liability, fire, burglary and other insurance in such dollar amount necessary as required by the lodging current provisions to protect itself against claims arising from any activities conducted in Hotel during the Event and to indemnify Client as provided in this Agreement.

REGULATORY STANDARDS: The Hotel certifies that the accommodation conforms to all planning, licensing, fire, health and safety requirements imposed on it, by national, local and other laws, regulations and policies for the purpose of its use for the accommodation of tourists and covenants that it will comply with all such laws, regulations or policies during the term of the Agreement.

FORCE MAJEURE: "Force Majeure" means a fire, flood, explosion, tornado, epidemic, public health emergencies, earthquake, snowstorm, ice build-up, quarantine, embargo, extreme weather or other act of God, explosion, malfunction, damage or destruction to equipment or facilities, strike or other dispute with workers, riots or civil disputes, war (whether declared or undeclared) or armed conflict, terrorism acts, any municipal ordinance or provincial or federal law, governmental order or regulation or order of any court or regulatory body, fraud, breaches of system security or any other event not within the reasonable control of the party which renders continued performance under this Agreement impossible, impracticable or illegal; If at any time during the term of this agreement either party is unable to perform its obligations under this Agreement by reason of the occurrence of an event of Force Majeure, that party will be excused from the performance of its obligations, during the continuance of such inability, provided that party provides written notice of the occurrence of Force Majeure to the other party within seven (7) days of its occurrence and takes all reasonable measures to prevent or remove the Force Majeure.

Where an event of Force Majeure occurs at the hotel property, the Hotel will provide the Client with substitute accommodations, if possible, upon the Client's request.

SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable

COUNTERPARTS: This Agreement may be executed in several counterparts at the same or different times and such counterparts as are so executed shall together form one original Agreement and shall be read together and construed as if all the signing parties hereto had executed one copy of the Agreement at the same time.

ENTIRE AGREEMENT: This agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous

agreement whether written or oral between the parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this Agreement. Neither party shall have any liability or remedy in tort in respect of any such representation, warranty or other statement (whether or not contained in this Agreement) being false, inaccurate and/or incomplete unless it was made fraudulently.

BY AGREEING, I DISCLOSE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN.

Intending to be legally bound, I hereby certify that:

1. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
2. I have no physical or emotional problems, nor any history thereof, which will impair my ability to participate in this event in a safe manner.

I, on my behalf, on behalf of every participant in my group and on behalf of my heirs, personal representatives, successors and assigns hereby release and hold harmless Bay Life Getaways LLC, its subsidiary Designated Driver TC and all owners, contractors, vendors, employees, officers, or agents of Bay Life Getaways LLC.

WARNING: BY AGREEING, YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY BEFORE YOU AGREE!