

LO Organizers San Antonio, LLC DBA LivingOrder® San Antonio

Assumption of Risk, Release of Liability and Waiver Agreement

Dolce Far Niente Hidden Gems of Village Italy Productivity Recharge Package

June 14 – 21, 2021

Assumption of Risk

We hope that you enjoy the transportation, accommodations and activities that LO Organizers San Antonio, LLC (“LivingOrderSA”) has booked for you in the Dolce Far Niente Hidden Gems of Village Italy Productivity Recharge Package (“trip”). However, accidents, illness and mishaps can occur anywhere, even on your own street. Traveling anywhere outside the United States can involve risks and hazards that are greater than usual. By signing this document, you acknowledge that you have voluntarily applied to join the trip, and that you knowingly and freely agree to assume all the risks associated with the trip. Because of how and where we’ll travel on the trip, and because of the forces of nature (including human nature), you understand and accept that injuries, illnesses, damages, losses, inconveniences or even death can occur at any time, including in places where there is no readily available assistance or medical care. You acknowledge that you understand and accept the importance of having medical insurance that will cover you abroad during your trip, as this package does not include any type of insurance including medical, legal or evacuation insurance. You also understand and accept that LivingOrderSA, its owners, directors, members, managers, employees, agents, officers, officials, servants, successors, contractors, assigns, agents and representatives (referred to throughout this document as “us,” “we” or “our”) do not provide any medical or legal or related services so you agree to take care of your own health and legal needs, and the needs of your spouse, travel partner or family, if any are to occur during your time on the trip. You also agree to assume all risks, which may or may not be known or reasonably foreseeable, including, without limitation: strikes; theft; political instability; riots; outbreaks; poor roads or public services or transportation; traffic accidents; actions by police, customs or local law officials; inclement weather; civil unrest, events of war, terrorism, or other accidental harm to you. Part of the travel experience and part of the risk of travel is that local customs and amenities can be very different from what you are used to. Therefore, you also assume the risk, and waive our liability for any incidents involving (by way of example, and not limited to): trip accommodations; food service; transportation; sightseeing; or your itinerary, which is subject to change without notice. You acknowledge and understand that LivingOrderSA has advised you to always wear a helmet while riding a bicycle and always remain seated and securely harnessed on any transportation during the trip.

General Waiver and Release

In consideration for the opportunity to participate on the trip, not only do you understand and agree to everything in the previous paragraph, but you also agree, on behalf of yourself and your family members, your spouse or domestic partner, your heirs, your executors, your administrators, your trustees in bankruptcy, your legal representatives, and/or your assigns (all of these referred to throughout this document as “you”) to waive and release LivingOrderSA, to the fullest extent permitted by State and Federal law, from any and all claims, demands, causes of action (known or unknown),

arising out of or relating to any activity, transportation, accommodation or travel associated with your participation on the trip, including, without limitation, property damage or loss, personal injury, illness, reputational damage, discrimination, harassment, failure to accommodate you, emotional and/or mental distress, or even death, or any other claim that you may have – even if it is not specifically listed in this document, unless the occurrence was due to our gross negligence or willful fault. In no event, unless required by State or Federal statute, will we be liable to you for consequential, incidental, exemplary or punitive damages.¹

Free Time Assumption of Risk

Free time is built in so you can pursue your own individual interests. While we may assist you with available optional activities or be present during such activities, please note that any optional activities you undertake are not part of the trip itinerary, and LivingOrderSA makes no representations about the safety of the activity or the standard of the operators running them. You assume all risks for activities you do during your free time on this trip, whether or not we recommend, arrange or lead the activity, including, but not limited to, bike riding, boating, wine tasting, cooking, walking and other excursions. You acknowledge and accept that all free-time activities are at your own risk.

Assumption of Costs

In the event that you require medical, legal, travel, or any other type of assistance, you assume the responsibility to locate and pay the cost of legal, travel or medical or other attention or services required or rendered to you. If you intentionally or accidentally cause any type of harm or damage, you assume all repair and replacement costs and/or fines or judgements. If LivingOrderSA is caused to outlay any such costs on your behalf for any reason, you understand and agree to assume financial responsibility and reimburse LivingOrderSA in full within five business days of notification.

Change in Itinerary

Although we will use our best efforts to provide you with the trip you signed up for, situations may occur which require that changes be made. By way of example only, we may need to adjust your trip's itinerary or cancel a planned activity due to casualty, weather, labor problems, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, repair and maintenance requirements, fuel or other shortages, or closures to streets and buildings. Consequently, we cannot guarantee the itinerary of the trip you signed up for – although we guarantee that we will do our best to ensure we conform to the schedule as much as possible. We reserve the right to provide you with alternative transportation whenever the trip is unable to proceed or be completed in the ordinary course or, in the case of accommodations, to substitute facilities of similar category in cases where the planned accommodation is unavailable.

Authority to Deny Transportation and Remove Trip Participants

Although we want everyone to have a wonderful time, it sometimes happens that someone participating on a trip misbehaves or does things that are incompatible with the safety, comfort or convenience of other trip participants. If we determine that such circumstances exist, you agree that we have the right and discretion to expel someone – including you – from this trip at any time, and that you have waived and released any rights that you may have to make a claim against us.

Third Party Claims

You also understand and agree that if someone asserts a claim, demand or cause of action against you that arises out of or relates to the trip, you agree that you have waived and released any right you may have had to seek compensation or indemnity or defense from us.

Relationship with Trip Organizer

I acknowledge, understand and accept that LO Organizers San Antonio, LLC is not a licensed tour leader or travel agency. LO Organizers San Antonio, LLC has secured bookings and reservations on my behalf with third parties for transportation, accommodations and activities. I acknowledge, understand and accept that in the event I need assistance with legal, medical or travel matters, it is my responsibility to make and pay for these arrangements.

Policy for Children under Age 18

Children under age 18 are not permitted on the trip.

Photo/Video Waiver

Being on a trip with other people is not a private activity. Therefore, you understand, acknowledge and permit that photos and videos of yourself and your family members may appear in albums and scrapbooks, on websites and in promotional materials, including but not limited to, catalogs, books, websites, or any other use by LivingOrderSA and its licensees and assignees, and that you have waived and released any rights that you may have to make a claim against us if and when such a thing may occur.

No Warranty

LO Organizers San Antonio, LLC cannot guarantee the performance of services or products that are suggested, purchased, or recommended. The manufacturers and vendors of such products and services are solely liable for the performance of their products and services and the effect they may have on your person or property, and LO Organizers San Antonio, LLC cannot be held responsible for these effects. The Traveler agrees to contact manufacturers or vendors directly for customer service and/or technical support issues.

Force Majeure

LO Organizers San Antonio, LLC shall not be liable for any delay or failure to perform its trip organizing obligations under this Agreement if such delay or failure to perform results from causes beyond our reasonable control.

Governing Law

This document and the LivingOrderSA Trip Conditions are governed by the laws of the State of Texas, excluding its conflicts laws, and you agree that the sole jurisdiction for any disputes you may have with us is in Bexar County, Texas, USA.

Severability

You agree that in the event that any clause or provision of this Release and Waiver Agreement ("Release") shall be held to be invalid by any court or tribunal of competent jurisdiction, the invalidity of

such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Understanding of this Document

Your signature below means that you have read and fully understand this LivingOrderSA Release and Waiver Agreement. It also means that you know that this document is intended to **have a binding legal effect on you**. You further understand that if you alter this document in any way, we may decline to allow you to participate in this trip and/or any other future activities offered by us. You acknowledge that you have been provided adequate time to read and review this Release and seek counsel, if you wish to do so. You also acknowledge that you have read and fully understand and agree to be bound by the LivingOrderSA Package Conditions Addendum, which is incorporated by this reference, and that you agree to be bound by all the terms and conditions related to this trip. You also certify that you are 18 years of age or older.

¹ Applicable to California residents only: You expressly waive any rights you may have under California Civil Code 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

IMPORTANT: Each trip participant must read, complete, sign and return this Assumption of Risk, Release of Liability and Waiver Agreement (pages 1-4) prior to participating in this trip.

Accepted by:

Name (Please Print)

Signature

Date

LO Organizers San Antonio, LLC DBA LivingOrder® San Antonio

Package Conditions

Dolce Far Niente Hidden Gems of Village Italy Productivity Recharge Package

June 14 – 21, 2021

(8 days /7 nights)

What's Included in Italy

- *Pick up in Florence, Italy, at 12:00 noon local time at assigned location, on Monday, June 14, 2021.
- *7 nights of accommodations
- *Transport (including fuel, tolls and gratuity) around Tuscany and Chianti, Italy, on 4 days
- *All breakfasts including gratuity (7 mornings)
- *2 lunches, including gratuity
- *5 dinners, including gratuity
- *3 wine tastings, including gratuity
- *1 cooking class, including gratuity
- *Drop off in Florence, Italy, by mid-day local time at assigned location, on June 21, 2021
- *Digital copy of photos

What's Not Included on the Trip

- *Transportation, accommodations or activities not otherwise mentioned
- *Airfare, arriving in Florence before the trip or departing Florence after the trip
- *Snacks and beverages outside of the covered breakfasts, lunches and dinners
- *Hotel services not included in the standard room fee and tax (by way of example, and not limited to): pay per view movies, turn down services, laundry, spa, room service, etc.
- *Activities and transportation during free time
- *Souvenirs
- *Bail, legal fees, medical fees, damage fees, judicial fees and/or any other costs arising from intentional or unintentional actions by you or others
- *Transportation if you miss the scheduled pick up
- *Any other cost or service not explicitly stated in either "What's Included" section

What's Included Before Italy

- *2 hours of private phone coaching with LivingOrderSA to give you extra assistance with any time- or organization-related challenges you're experiencing or to help you with trip planning questions
- *Monthly guidance via email for preparing to leave behind work and home for a few weeks
- *Checklists for trip planning and packing
- **Working Smarter, Not Longer* webinar series, available 24/7 in your digital library
- *Copy of *The Inefficiency Assassin: Time Management Tactics for Working Smarter, Not Longer* (except for 2019 Camino alumni)
- *Copy of *The Great Escape: A Vacation Planner for Busy People Who Want to Take a Real Break from Work & Life* (except for 2019 Camino alumni)
- *live webinar with LivingOrderSA to check-in with you on your progress

Payment as of November 8, 2019:

Early Bird Rate (until September 15, 2020, 11:59 P.M. Central Time): €2700 per person, based on double occupancy

Standard Rate: €2900 per person, based on double occupancy

Single Supplement: €550

Alumni Rebate for Camino 2019 Participants: €100 off

A deposit of €500 per person is required to secure your spot. Final payment is due March 2, 2021.

Price of trip is locked in when deposit payment is received.

*Visit <https://www.HeleneSegura.com/villages-in-italy> for the link to the payment page.

DETAILS:

Transportation Between Villages: This will be provided by a third-party professional driving service. Participants who are absent at the assigned pick up location and time will be responsible for securing alternate transportation.

Accommodations: Reservations will be made in 3- and 4-star accommodations with air conditioning and en suite bathrooms. These might be centuries-old structures in rural areas, so Wi-Fi will be quite spotty, and there will not be any concierges to serve you. Prices are based on double occupancy.

Meals: All breakfasts are included. Lunches and dinners are included where noted in the itinerary. When we have group meals, every effort will be made to accommodate those with dietary requests and most especially those with food allergies. Please be sure to submit your travel questionnaire so we can work with our local hosts to provide what you need.

Small Group Size: In order to secure transportation (two minivans) that can deposit us in smaller villages, our group will be limited to a *maximum of 14* people. Space is first come, first served – and not official until you receive a confirmation email that your deposit has been received.

Do I need a passport or visa? You will definitely need your passport with at least six months from your departure date remaining before its expiration date in order to exit the United States and be allowed re-entry. (If you carry a passport from another country, please check with that country's guidelines.) Thanks to Brexit, there might be some additional paperwork required if you'll be flying between the United Kingdom and countries in the European Union (EU). It is your responsibility to verify all entry and exit documents (and keep them in good standing) and procedures, as well as U.S. Department of State and Center for Disease Control advisements.

Does the price include airfare? The price does not include airfare. Please make sure you depart your country by June 12, so that you arrive in Florence by June 13. This gives you a little wiggle room for any delays to ensure that you make it to our pick-up location in Florence on June 14, 2021.

Does the price include gratuities? Yes. Any gratuity for a group driver, meal or activity is included.

Will we have a guide? No. One of the joys of traveling is discovering cultures on your own. Think of this as a countryside carpool with your accommodations booked ahead for you.

Are there accommodations for any type of disability? The Americans with Disabilities Act (ADA) requires facilities in the United States to provide ramps and elevators for easier access. Europe is not governed by the ADA and is not required to provide such access. Therefore, expect to encounter stairs and uneven walkways and paths with zero ramps and elevators.

Will there be a lot of walking? That depends on what you want to experience. We will be transported by automobile to each village, but most villages frown on vehicle traffic and even require permits for people to drive within their limits. That means if you want to see the sites, you should wear a good pair of walking shoes to handle the hills and uneven ground. Or you can park yourself in the nearest café chair and just people watch.

Will we have porters? We'll be staying at smaller, family-run facilities, so there will not be porters, bellhops or concierges. You are responsible for loading and unloading your luggage into and out of vehicles, as well as in and out of accommodation facilities and your room.

How many pieces of luggage can we bring? In order to fit into our vehicles, each person may bring one carry-on size suitcase and one personal item (such as a backpack or tote bag). Remember, you'll be carrying your own luggage, so only bring what you can carry or roll. There will not be an elevator at most (if not all) of our accommodations.

Are kids allowed? This is an adults-only trip, so minors (children under the age of 18) are not permitted.

What does "itinerary subject to slight modification" mean? Stuff happens, especially in rural Italy where rules seem to change. In the event that one of our accommodations decides to close for renovations or roads to villages are blocked, we have a backup plan for close substitutes.

What does "price locked in when deposit is received" mean? In order to secure reservations with top rated drivers and choice accommodations, we have reserved almost two years prior to our trip. The Italian bureaucracy charges various businesses for licensing, permits and taxes. These rates can increase at any time, as can the value of the euro. We will adjust the package price as necessary dependent on any fluctuation occurrences. However, once your deposit is received, you are locked in at the current posted price. Your receipt will indicate your deposit amount and the total amount due.

If we don't want to participate in an activity, do we have to? Absolutely not. This is your vacation. If you don't want to join us on a day trip, you can relax back in the village. If you want no part of a cooking class, go play and join us later for dinner. You can skip a group meal if you'd like (but please let us know beforehand so we don't think you're missing!) The only "rule" related to attendance is that if you don't want to be left stranded, you must be in the vehicle when it is time to depart.

I might have some questions about traveling I'd like to do before or after this jaunt. Where can I get answers? You are responsible for all of your travel arrangements to and from Florence, as well as during free time. As a part of the pre-Italy virtual seminar, you'll be provided with information and resources to help you plan. If you have more specific questions, you can use some or all of your coaching package for a consultation call with LivingOrderSA. LivingOrderSA is not a travel agency, agent or guide.

On one of our free days, I'm interested in arranging one of the side tours mentioned. How do I do that? You are responsible for all of your travel and activity arrangements during free time. Three months before we depart, you'll receive a list of hotels where we're staying as well as possible contacts for arranging your custom outing(s).

Should I purchase travel insurance? You are responsible for covering the costs of all medical and legal or other needs, as well as any damages you may have caused. It is recommended that you secure any insurance or financial resources you might need to cover any expected or unexpected occurrences.

Do I have to participate in the Pre-Italy Virtual Seminar? No. There are no tests or quizzes, nor required "attendance". You can implement all, part, or none of the recommendations.

CANCELLATION / REFUND POLICIES

All cancellations must be made in writing to LivingOrder San Antonio. No refunds will be issued due to late arrival, early departure, or any unused portion of the trip. The Release and Waiver Agreement, as well as this Package Conditions document, must be signed and received by March 2, 2021, or your reservation will be treated as a cancellation. **Cancellation fees** are outlined below:

- Cancellations received by December 31, 2020 150€
- Cancellations received January 1, 2021 – March 1, 2021 500€
- Cancellations received March 2, 2021 – April 12, 2021 50% of Price
- Cancellations received on/after April 13, 2021 100% of Price

LivingOrder San Antonio reserves the right to change, modify, or cancel the trip prior to departure for any reason, including lack of participants (group minimum: 4 passengers) or acts of nature and/or circumstances beyond our control. In this case, any payments received will be refunded in full, and this will constitute full settlement. LivingOrder San Antonio is not responsible for any additional expenses due to the cancellation of the trip, such as the purchase of non-refundable airline tickets. LivingOrder San Antonio reserves the right to accept, refuse, or decline any trip member's participation at any time for any reason. In such a case, LivingOrder San Antonio's liability is limited to the actual cost of the unused services.

TIMELINE:

September 15, 2020	Early bird rate ends at 11:59 P.M. Central Time
January 14, 2021	Pre-Italy Virtual Seminar begins
March 2, 2021	Balance on <i>Dolce Far Niente Hidden Gems of Village Italy</i> trip due
	All required paperwork due to LivingOrder San Antonio

