

## TERMS & CONDITIONS

T. Barnes Global Travel (DBA- Mwasi Creative Community) (hereinafter referred to as Retreat) are offered subject to the following terms and conditions. By registering and paying a deposit for a Retreat, You (hereinafter Retreat Participants) are entering into this Retreat Participant Agreement with T. Barnes Global Travel (DBA Mwasi Creative Community) , a subsidiary of T. Barnes Beauty (hereinafter “Us” or “Company”). Please read these terms carefully before making a deposit or payment for a Retreat. These terms may be supplemented by additional terms and conditions specific to your Retreat (“Supplemental Terms”). In the event of a conflict between this agreement and the supplemental terms, the Supplemental Terms will apply.

## RETREAT PARTICIPANT AGREEMENT DEFINITIONS

“Booking Form” shall mean the form you complete, the marketing material containing the destination, flight and hotel information, daily itinerary and Retreat details, recommendations and options. The detailed information is provided after you register for the retreat.

## SCOPE OF COMPANY ACTIVITIES

The Company undertakes to make arrangements and manage the itinerary as advertised in its Booking Form. The components of the Retreat described in your Booking Form are provided by independent suppliers, hereinafter defined. Neither the Company nor any of its staff, agents or assigns are responsible for the acts and omissions of third parties.

## PRICING AND INCLUSIONS

Prices are per person, double occupancy except where indicated. In addition to events marketed in the Booking Form, prices include programming, planning, handling and operational charges and are based on current rates of exchange, tariffs and taxes in effect at the time of publication. We reserve the right to increase Retreat prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. We will not give a breakdown of the price of a Retreat or its parts. Modification of Trip content and size of group can and will affect the published price. Please read the Booking Form carefully, particularly if you are a repeat traveler, as each Retreat covers different things.

## SINGLE TRAVELERS

Trip prices are based on double occupancy. Single travelers will be expected to

pay the single supplement fee.

### EXCLUSIONS

Prices exclude: trip insurance; airfares between points on the Trip, including airfare and other transportation to and from the airport (unless otherwise noted); costs associated with obtaining passports or entry visas; airport departure taxes (unless otherwise noted); excess baggage charges; gratuities to the Trip directors, drivers and guides; meals other than those specified in the Itinerary; sightseeing not included in the Itinerary; and personal expenses such as laundry, communication charges and optional activities (which are subject to availability).

### RESERVATIONS AND PAYMENTS

The Trip deposit amount and payment schedule are listed in the Trip Brochure. The deposit is required in order to confirm your booking. All deposits and payments are nonrefundable. Payments are due on the tenth (10th) day of each month; payments made after the tenth (10th) will result in a fifty dollar (\$50.00) late payment fee. If you are more than thirty (30) days delinquent, you will forfeit your reservation and any and all monies paid at that time. Final payment is due sixty (60) days prior to departure unless otherwise indicated in the Trip Brochure. When you join the group, you must

make all scheduled

payments at that time, which means that you make all payments the participants have paid to date within thirty (30) days of your deposit. If a participant in your group has a reservation that is made within sixty (60) days of departure, the entire cost of the trip must be paid at the time of the request in order to secure your reservation. If a Trip is already full, we will accept deposits on a standby basis. If space becomes available, participants will have the choice of joining the Trip by paying in full or forfeiting the space in return for a refund of their deposit.

### TRAVEL INSURANCE

The Company strongly recommends that you purchase trip cancellation and medical insurance. The Company does not provide insurance applications or recommendations. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

### CANCELLATION BY RETREAT LEADER OR PARTICIPANT

Your decision not to participate on the Trip due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Trip on the Trip departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Trip, but you may join the Trip late if you wish.

### AIR TRANSPORTATION

Please read the Booking Form carefully to determine what, if any, Air travel is included in the Retreat price. Any Air travel that is not included in the Retreat that occurs before, during or after the Retreat, is the sole responsibility of the traveler. For Retreats where air transportation is included in the cost of the Retreat, Air travel costs and availability are subject to change at any time prior to final payment for your Retreat and we reserve the right to increase Retreat prices accordingly. We will not change your seat assignment request on commercial aircraft without your permission. However, airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and

often travelers are not made aware of these changes until they arrive at the airport. We cannot be responsible for seat assignment changes made by the airline. Frequent flier programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs. Participants should be made aware that some group flights can not collect mileage points as per the airline policy.

#### PASSPORTS & VISAS

You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State for the latest passport and visa requirements.

#### CANCELLATION OR SUBSTITUTION BY THE COMPANY

The Company will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion

substitute services such as hotels or goods of similar quality for any service or goods stated in the Itinerary. We reserve the right to cancel any Retreat because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Retreat, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Retreat in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Retreat.

#### OTHER TAXES & FEES

Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included in the Retreat price unless stated.

#### BAGGAGE

We assume no liability for loss or damage to baggage in transit to and from a Retreat or while on a Retreat. We recommend purchasing a supplemental travel insurance package.

#### CHILDREN

Unless otherwise indicated in the Retreat description, all Retreat passengers must be at least eighteen (18) years of age. However, some activities contained within an Itinerary may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking.

### SUPPLIERS ACTS OR OMISSIONS

The Company acts only as an independent contractor to supply or arrange for the travel services named in your Itinerary or otherwise to procure services or goods from third parties such as airlines, hotels and other lodging providers, local hosts, guides, bus lines, car rental companies, driving services, restaurants and providers of entertainment (the “Suppliers”). The Company assumes no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers.

### CONDUCT DURING THE RETREAT

You are responsible for respecting the authority and following the directions of the Retreat guide and the laws of the countries in your Itinerary during the Trip. We may exclude participants from participating in all or any part of the

Trip if, in our sole discretion, you/their condition or behavior renders you/them unfit for the Retreat or unfit for continuation once the Retreat has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Retreat services or may constitute a hazard or embarrassment. In such case, we will assume no liability to refund any of the cost of any unused portion of the Retreat (hotel and airfare will not be refunded). Should you decide for any reason not to participate in certain parts of the Retreat or use certain goods included in the Retreat, no refunds will be made for those unused parts of the Retreat or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses or liabilities arising out of your actions or omissions or the actions and omissions of your traveling companions.

#### LIMITATION OF LIABILITY AND DAMAGES

In no event will we be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the Retreat, even if advised of the possibility of such damages.

#### TRAVEL ADVISORIES AND WARNINGS

It is your responsibility to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at [travel.state.gov](http://travel.state.gov) or by phone at 888 407 4747.

### FORCE MAJEURE

We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the Retreat, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which you may travel. You understand that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647- 5225 or [www.travel.state.gov](http://www.travel.state.gov), and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease

Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel).

### ASSUMPTION OF RISKS AND RELEASE

If you participate in activities during your Retreat, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with your Retreat or participation in any activities in which you participate.

### DISPUTE RESOLUTION

You agree to present any claims against us within Thirty (30) days after the Retreat ends and to file any suit within one (1) year of the incident, and you

acknowledge that this expressly limits the applicable statute of limitations to one (1) year. Any dispute concerning, relating or referring to this Participation Agreement, the Booking Forms, or any other literature concerning your Retreat shall be resolved exclusively by a court of competent jurisdiction in Danbury, Connecticut. Such proceedings will be governed by the substantive law of the State of Connecticut.

### GENERAL

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original. If there are any conflicts between this Retreat Leader Agreement and the Itinerary, this Retreat Leader Agreement shall apply. We reserve the right to decline to do business with anyone on a nondiscriminatory basis.

### ACTIVE ELEMENTS, MEDICAL CONDITIONS AND SPECIAL ASSISTANCE

Some of the Retreats incorporate active elements such as hiking, climbing or canoeing, you are responsible for familiarizing yourself with the level of activity that will be involved in your Retreat. You must disclose in your Retreat Leader Booking Information Form (or at such later time when you become aware of such a condition) any existing physical or mental illness, disability,

pregnancy or any other condition which may create a health hazard for yourself or others during the Retreat or for which you may require medical attention or special accommodation during the Retreat. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking for a determination of what assistance we can reasonably provide. We regret that we cannot accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In no instance will our Suppliers or will we physically lift or assist you on to or off any vehicles. If we cannot accommodate your special needs, you must be accompanied by a companion who will be responsible for independently providing the needed assistance. We reserve the right to decline acceptance of anyone we consider unsuitable due to health or fitness level. We also reserve the right to remove you from the Retreat, at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other passengers.