

**TERMS AND CONDITIONS**

**Not included in the fee**

We are not responsible for your round trip flight from your home to Mexico City. Also not included are items of a personal nature such as laundry, gifts, shopping, alcoholic beverages, toll calls, excess baggage, medical costs, and the costs of hospitalization and evacuation from remote areas, insurance and additional expenses arising from the delay or extension of a trip due to weather, political disputes, sickness, failure of transportation, or other causes beyond our control.

**Cancellation and Refunds**

If cancellation occurs 30 or more days before departure, there will be a refund of the total deposit amount. This deposit may also be used toward another Pathway To Happiness LLC. event only. For cancellation 0-30 days prior to departure, the \$400 deposit can be applied towards another Pathway To Happiness LLC event. No refund will be given - as is the case with a cancellation at the time of departure or after the trip departs. All cancellations must be made to Pathway To Happiness LLC. in writing. Requests for deviation from this refund policy must be made in writing to Pathway To Happiness LLC within 30 days of the return date.

Pathway To Happiness LLC. reserve the right to cancel any trip prior to departure for any reason whatsoever, including an insufficient number of participants or logistical problems (e.g. acts of God, war, strikes, etc.), which may impede trip operations. The refund of all payments as described in the paragraph below shall release Gary van Warmerdam or Pathway To Happiness LLC. from any further liability. A trip cancellation due to insufficient numbers would normally occur at least a month prior to departure, unless acts of God, war, strikes or other events impede our departure causing large numbers of participants opt to cancel participation on the journey in the last days before departure.

Gary van Warmerdam or Pathway To Happiness LLC. may make substantial payments to suppliers (including providers of land travel) in advance of the scheduled date on which we embark. If a trip is cancelled due to forces beyond our control (acts of God, war, labor strikes, earthquake, flooding, etc.), Pathway To Happiness LLC. will promptly refund the portion of the trip cost not advanced to suppliers (including any moneys set aside for airfare). Gary van Warmerdam will use best efforts to recover advance payments as promptly as possible, and we will refund to you the amount recovered, if any. However, Gary van Warmerdam will not guarantee recovery of any or all of the advance payments made, and best efforts will be made to recover these payments, not including the institution of any legal proceeding in foreign lands. This policy applies to a trip cancellation by client choice following any necessary increase in trip costs.

**RESPONSIBILITY/ LIMITATION OF LIABILITY**

Pathway To Happiness LLC. and Gary van Warmerdam, California operations with their principal place of business in Lompoc CA, and its associates, give notice that services provided in connection with these itineraries are rendered by suppliers who are not agents or employees of Pathway To Happiness LLC. or Gary van Warmerdam. All of the accommodations, meals, tours, transportation and/or related travel services have been made by Pathway To Happiness LLC. and Gary van Warmerdam as agents for the individual tour member. While every effort is made to make travel arrangements with reputable suppliers, a tour member expressly agrees that Pathway To Happiness LLC. and Gary van Warmerdam shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the negligence, wrongful or intentional acts, or default of any company or individual engaged in providing these arranged services. Each passenger conveyance, tour company, hotel accommodation, restaurant, etc. is subject to the laws of the state or country where the service is provided.

Pathway To Happiness LLC. and Gary van Warmerdam shall not be liable, directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to the following causes: acts of God, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft, negligence (including that of Pathway To Happiness LLC. and Gary van Warmerdam), default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

Pathway To Happiness LLC. and Gary van Warmerdam reserve the right to substitute hotels and leaders and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any trip prior to departure. Pathway To Happiness LLC. and Gary van Warmerdam are released from any and all liability for cancellation of any trip, or portion thereof, except for payment of a land cost as set forth in the section on "Cancellation and Refunds".

Pathway To Happiness LLC. and Gary van Warmerdam reserve the right to decline to accept or retain any person whose actions, physical health, mental condition or general deportment impede trip operation or rights, welfare or enjoyment of other trip members. A refund based on the cost of unused land services is the limit of Pathway To Happiness LLC.'s and Gary van Warmerdam's responsibility.

Pathway To Happiness LLC. and Gary van Warmerdam are not responsible for any refunds should a presenter advertised as attending or leading a tour or conference cancel for any reason.

However should Pathway To Happiness LLC. and Gary van Warmerdam choose to cancel their participation in this journey for any reason, every effort will be made to refund your deposit and payments made which have not been previously sent to foreign and air travel suppliers as outlined above.

Pathway To Happiness LLC. and Gary van Warmerdam are not responsible for any physical, mental, emotional, or any other reaction, trauma, or ailment during the trip or occurring afterwards, that participants may experience at the sites or from any leaders, workshops, or sessions of any kind, including private sessions with facilitators or presenters. Attendance on the trip indicates acceptance of this and all other provisions of this responsibility clause.

Pathway To Happiness LLC. and Gary van Warmerdam are suggesting each participant to purchase Travelers Medical Insurance before departure and has recommended the purchase of other appropriate travel accident insurance, baggage insurance, tour operation carrier default protection insurance, and trip cancellation insurance, and has made available explanatory information and policies, and the travel program member has the opportunity to purchase such insurance as protection against certain risks of travel to the planned destination. Travel program members are advised that travel insurance covers only what is included as stated in the travel insurance brochure.

The airlines or transportation companies concerned are not held responsible for any acts, omissions or events during the time passengers are not on board their planes or conveyances. The passenger contract in use by the carriers concerned, when issued, shall constitute the sole contract between the airlines or transportation companies and the purchase of this travel program and/or passengers.

#### **TRIP MEMBER RESPONSIBILITY**

Trip members have the responsibility to select a trip appropriate to their abilities and interests. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing for this trip by studying the itinerary and pre-departure information sent by Pathway To Happiness LLC. and Gary van Warmerdam, and for discussing this itinerary with their personal physician. Trip members are also responsible for bringing the appropriate clothing, medicines, supplies and equipment as advised in the pre-departure information. Trip members are participants in group travel and are expected to hold each other in compassionate regard, and to interact with each other with respect.

**Pathway To Happiness LLC. RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

Please read carefully: This is a legally enforceable waiver of rights.

**ASSUMPTION OF RISKS**

I \_\_\_\_\_, acknowledge that I have voluntarily applied to participate on the trip designated on this application. I am voluntarily participating on the tour or expedition with knowledge that travel to foreign countries and/or the remote areas visited by this trip involves numerous risks and dangers including a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude (on certain trips), accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; the lack of adequacy of medical attention once provided, and negligence on the part of Pathway To Happiness LLC., Gary van Warmerdam, and their employees, teachers, volunteers or other agencies. I acknowledge that the enjoyment and excitement of foreign travel/adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks and the corresponding enjoyment and excitement contribute to the reason for my voluntary participation on this trip.

I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.

**RELEASE**

AS LAWFUL CONSIDERATION for being permitted by Pathway To Happiness LLC. and Gary van Warmerdam to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue Pathway To Happiness LLC. or Gary van Warmerdam or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the tour or expedition. I THEREFORE RELEASE AND DISCHARGE Pathway To Happiness LLC. AND GARY VAN WARMERDAM AND THEIR AGENTS, EMPLOYEES, TEACHERS AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF Pathway To Happiness LLC. AND GARY VAN WARMERDAM OR THEIR AFFILIATED AGENTS, EMPLOYEES, TEACHERS OR VOLUNTEERS.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Pathway To Happiness LLC. or Gary van Warmerdam be liable to any tour participant for more than the land cost of the trip applied for on this document. All applications are subject to acceptance by Pathway To Happiness LLC. and Gary van Warmerdam. Upon acceptance of my application, this agreement shall be deemed to have been entered into and be performed at Phoenix, Arizona and shall be construed according to the laws of the State of Arizona. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association at Phoenix Arizona. Should this arbitration provision be held unenforceable, I agree that any legal action shall exclusively be brought before the appropriate State Court in Phoenix, Arizona, or Federal Court in Phoenix Arizona. I HEREBY ACCEPT THE ABOVE PARAGRAPH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents of this agreement as well as all the conditions as stated under the heading "Terms and Conditions" (see attached pages) including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and Pathway To Happiness LLC. and Gary van Warmerdam and I sign it of my own free will.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_