

The GEMMS with Samantha Kaaua: Couple's Retreat Enrollment Information

Couple's Retreat in Hawaii

Official dates of itinerary: October 14, 2021 – October 18, 2021

ENROLLMENT TERMS AND CONDITIONS

1. REGISTRATION

A deposit and completed and signed **Registration Form** are required to reserve a place for you on a Couple's Retreat through Be The BEST You, LLC.

2. PAYMENTS, CANCELLATIONS AND REFUNDS

All prices are quoted in US dollars and all payments must be paid in US dollars. **For deposits only**, we accept Visa, MasterCard, Discover, or American Express. Bank payments can be requested via an invoice process. **Trip deposits are non-refundable.**

A deposit of at least \$500 USD per person is required. Full payment of the trip fee, which is \$5,997 USD is due on September 1st, 2021. Partial refunds of group discount pricing will not be given if a purchase has already been made.

All payments towards the registration are non-refundable. This is due to the limited number of spots available, and the short timeline between opening up registration and the departure for the trip. In the case that the US borders shut down and/or state restrictions change due to COVID, which is unlikely, the trip will be rescheduled for a later date and your funds will be applied to that rescheduled retreat.

No partial refunds are made for unused portions or services of a trip for any reason whatsoever. Trips are sold as a package only. This policy also applies to tour extensions and independent travel arrangements. Cancellation fees are not transferable.

3. TRIP INSURANCE

Protect your travel investment and purchase a trip insurance policy that includes emergency evacuation coverage.

4. HEALTH CONSIDERATIONS

Be The BEST You, LLC's Couple Retreats are within the capabilities of average people in good health. These trips require the capability of walking short distances and sitting for prolonged periods of time. If you have concerns about your own capabilities and/or fitness as it relates to a trip, please inquire with the company at samantha@thegemms.com before reserving a space. **By forwarding a signed Registration Form and trip deposit, you certify that you do not knowingly have any physical or other conditions of disability that would create a risk for you or other trip participants and you agree to inform Be The BEST You, LLC in writing if changes in your health occur any time prior to the tour. We reserve the right to request a doctor's statement of good health.** The company's or trip leader's judgment shall provide the ultimate determination of an individual's ability to embark upon or to continue a trip. Once a trip has been confirmed, medical circumstances will not be considered as exceptions to a cancellation refund. **We assume no responsibility for medical care or for special dietary requirements.** "Meatless" meals are normally available at most locations. Due to the remote nature of many retreat locations, and the growing diversity of today's dietary trends, participants requiring special food items are encouraged to bring their own.

Tour members are asked to refrain from smoking with or near the group. You will need to inquire with the hotel where the designated smoking areas are.

5. CONTACT SCHEDULE

Participants will receive a minimum of three emails before the trip departs: 1. **Welcome** email with survey to indicate your food preferences, allergies, physical limitations and to gather a little more information about you and your spouse. I will also be sending any more detailed information about our activities. 2. **Practical Information** provides clothing and gear recommendations, climate data, and applicable health advisories. 3. **Final Tour Information** includes arrival instructions, itinerary revisions (if any), hotel addresses, trip telephone contact information and participant list. We provide the trip leader's telephone number(s) and/or e-mail address with final documents so you can inquire about questions you may have regarding your trip. We welcome your calls or e-mail messages to samantha@thegemms.com

6. SCENIC VIEWPOINT RETREAT COSTS

Information supplied upon enrollment describes the specific costs that are included in your trip fee. Generally these costs include lodging in double room occupancy, all meals (specified in the itinerary as breakfast, lunch or dinner), ground transportation during the trip in vans or small busses (if needed for off site activities), and retreat facilitators. **Not included** are airfare or other transportation from your home to the trip staging location, airport departure taxes, insurance, COVID-19 testing or vaccinations, alcoholic beverages and bar expenses (plus bottled water and soft drink expenses), tips and gratuities to local guides abroad, phone calls, passport or visa expenses, laundry or items of a personal nature.

Cost increases may occur unexpectedly due to rising costs of airfares, ground transport, fuel surcharges, accommodations and currency fluctuations, among others. Be The BEST You,

LLC may be compelled to amend prices, and we reserve the right to do so without prior notice. An increase in trip prices shall not be sufficient grounds for any refund of funds paid for the trip other than as determined by the terms of our cancellation policy.

7. LOGISTICS

Meals are always a special part of our trips for the camaraderie they engender and the opportunity they provide to try new foods from the local area. Depending on the trip and specific locale, participants may have plated (set) meals based on your food preferences indicated on your survey or a buffet style meal based on hosts selection that accommodates participants preferences. Participants are responsible for their own bar tab (including bottled water, soft drinks and alcoholic beverages) outside of retreat times. Alcoholic beverages will not be available during most meals during the retreat.

Our itineraries are intended as examples only. Participants should allow for flexibility due to changes in weather, natural history or cultural events, or other logistical arrangements deemed necessary by Be The BEST You, LLC. or our leaders.

8. RESPONSIBILITY

Be The BEST You, LLC and/or their Agents act only as agents for the passenger (trip participant) in regard to travel including, but not limited to, sightseeing, meals, lodging, transportation, and all other services whether by railroad, motorcar, motor coach, boat, ship or aircraft or other conveyance, and they assume no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts, bankruptcy or default of any company or person engaged in conveying the passenger or in carrying out the arrangements of the trip.

They can accept no responsibility for losses or additional expenses due to delay, cancellations or changes in flights or other tour services, and by force majeure including sickness, weather, strike, war, volcanic eruption, terrorist acts, political unrest, quarantine, epidemics and outbreaks, or other causes. All such losses or expenses will have to be borne by the passenger, as trip fees provide for arrangements only for the times and locations stated. Baggage is at the owner's risk entirely.

The right is reserved to 1) substitute hotels of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary, or caused by changes in flight schedules or equipment substitution; 2) cancel any trip prior to departure due to low enrollment, in which case full refund of the paid trip funds will be given, but Be The BEST You, LLC, is not responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses; 3) At the company's sole discretion, suspend or postpone any trip due to force majeure in which case the trip may be rescheduled, or a refund issued less any non-refundable deposits paid to tour component providers on behalf of the passenger, or a travel credit given, but Be The BEST You, LLC, is not responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses; 4) substitute trip leader(s) for the leader(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund other than provided by our normal cancellation policy; or 5) accept or retain any person as a member of any trip.

For trips outside of the United States, prices are based on tariffs and exchange rates in effect at the time of publication and are subject to adjustment in the event of any change therein.

A Registration Form including the Enrollment Terms and Conditions and Release and Assumption of Risk sections must be signed by each participant prior to the commencement of the trip. Participation by any trip member will be declined in the absence of the signed Registration Form including the Release and Assumption of Risk section, with no trip fee refund. No modification to the Registration Form including the Release and Assumption of Risk section will be accepted.

Should Be The BEST You, LLC, or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, the enrolling trip participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs. In the event a lawsuit is filed, the enrolling participant(s) agree(s) to do so solely in the County of Honolulu in the State of Hawaii.