

#### Waiver and Release TERMS OF SERVICE

It is your responsibility to review and understand the terms and conditions for the services provided by Oinos. Please read carefully what is and is not included in your experience or service agreement as advertised. Should you have questions regarding the terms and conditions, reach out to us at oinos@xeniagreekhospitality.com!

#### PAYMENT TERMS & CANCELLATIONS 1. EXPERIENCE AND EVENT PRICING

For experiences or events all prices are per person unless otherwise advertised and are set well in advance of the experience or event start date. Prices include advertised costs only; they do not include travel costs to and from any location except for as stated. Prices are non-refundable. There may be additional costs during your experience or event for activities, commodities, or necessities not included in the original pricing as stated on the website, advertisement and/or experience or event description.

## 2. PAYMENTS & DEPOSITS

Payment can be made via our website. If a non-refundable deposit is made, the remaining balance will be due no later than 4 weeks prior to the event start date unless otherwise stated. Participants will receive a reminder email one week prior to the due date. If full payment is not received by this deadline, we reserve the right to cancel your reservation and fill your spot.

We will make every effort to avoid this situation by contacting you prior to and on the day of the balance due date. Please note, reservations made within 60 days of the departure date require full payment at the time of booking.

## **3. PARTICIPANT CANCELLATION POLICY**

If you wish to cancel your experience you must notify your Oinos coordinator via email at oinos@xeniagreekhospitality.com. There are no refunds on deposits but we can discuss extenuating circumstances for transfers. Exceptions to the cancellation policy cannot be made for any reason, including weather, terrorism, civil unrest, health changes, personal emergencies or otherwise. There is no refund for arriving late or leaving a trip early.

# 4. TRANSFER POLICY

Transfers of deposits are applicable up to 4 months prior to the event start. To discuss extenuating circumstances, reach out to your Oinos coordinator.

## 5. EXPERIENCE CANCELLATIONS OR ADJUSTMENTS

Your hosts reserve the right to make any changes deemed necessary in the best interest of the collective attendees; including, but not limited to: advertised excursions, arranged transportation, advertised meals, etc. In the rare case of an experience cancellation, The Hosts will offer a transfer to another experience (if possible) or a full refund of your payment. The Hosts are not responsible for any expenses or damages incurred as a result of experience cancellation including preparation costs, airline tickets, travel documents or other expenses. The Hosts reserve the right to cancel any experience prior to departure in the event that there are too few people booked, in which case you will be given a full refund of any and all payments made to The Hosts. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damages (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

## 6. TRAVEL DOCUMENTS

For experiences held outside the U.S., all American passport holders are required to have at least 6 months validity on their passport at time of travel unless otherwise stated by the governing laws of the intended destination. Additionally, all travelers are responsible for their own travel health insurance appropriate for the locations involved for travel. Minimal information regarding necessary documentation is provided on our website, detailed information on the local governing website of your intended destination and always you can contact the host for more detailed information.



#### ROOMMATES 7. ROOMMATE ASSIGNMENTS

Experience rates are per person. Double or otherwise advertised shared rooms require shared occupancy for the specified room rate. If you book a shared room without a specified roommate(s), we will do our very best to match you with your desired room type and price point. In the event we can't find you a roommate for your first pick, we will present you with different rooming options. This means that if there is no roommate, you will have to pay for the full room cost for a single room rate, not shared rate.

#### ACKNOWLEDGEMENT 8. ASSUMPTION OF RISK

I acknowledge that I have voluntarily enrolled to participate in this experience and the offered activities within. In consideration of The Hosts allowing me to participate, I agree to this release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability The Host and any teachers, employees, guides, agents or representatives ("the releasees") for any personal injury, death, property damage or loss or any nature suffered by me as a result of participation in any activity on the experience. I release from liability The Host for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

## 9. EXPRESS ASSUMPTION OF RISK

I, the undersigned, am aware that there are significant risks involved in excursion activities, including but not limited to, the physical training inherent to all transportation risks, accidents, personal injury, illness, property damage, and the risks associated with consuming alcoholic beverages. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by the consumption of alcoholic beverages, terrain, facilities, temperature, weather, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and guides and lack of hydration. These risks are not only inherent to physical training and activities, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical training, including this wine tour and experience. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release The Host, their affiliates, guides, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.



Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should The Host and affiliates, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless The Host and the hosting organization, their agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered.

## **MEDIA (Optional)**

#### **10. PERMISSION FOR CAPTURE AND USE**

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. For valuable consideration received, I grant to The Host the right and unrestricted permission concerning any captured media that she/he has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish in whole or in part, individually or in connection with other material, in any and all publishing platforms now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she/he so chooses. I release and discharge The Host from any and all claims and demands that may arise out of or in connection with the use of the media, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, Videographer, Interviewer, Editor, as well as the person(s) for whom he/she captured the media. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

If in agreement sign here:



#### WAIVER

#### 11. RELEASE AND WAIVER OF LIABILITY

I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attack the property of The Host, their affiliates, teachers, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in The Host's experiences. I hereby release The Host, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in The Host's experiences.

I am medically, physically, emotionally and in all respects fit and able to participate in The Host's experiences. I agree I will be fully and financially responsible for my own physical condition and well-being during the experience and will follow the safety precautions and instructions prescribed by The Host.

I acknowledge that The Host may make suggestions from time to time that are intended to help me and my wellbeing. However I take ultimate responsibility for my choices and realize that The Host is not a licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the experience, I will modify The Host's instruction to suit my individual needs. I will not hold The Host responsible for any pain or discomfort I experience during or after the experience. I understand the host is operating as an independent agent to organize this experience as an experience separate from any studios or other affiliates that I may associate the host with.

By agreeing to the terms outlined here and elsewhere on the The Host's website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a The Host's experience. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws rules.

By agreeing to this waiver by submitting my deposit and joining the experience, I hereby confirm I have read and understood all claims as written above.

Name:\_\_\_\_\_

Date:\_\_\_\_\_

Our team is dedicated to making our experiences as successful and flexible as we can. From payment plans to flexible booking policies, we are here to help you turn your Xenia dreams into reality. Should you need to cancel your trip, we have outlined our policy to make the cancellation process as smooth as possible. For further assistance, please contact oinos@xeniagreekhospitality.com, and a member from our team is happy to help.