



Sutton Adventures, LLC. Terms and Conditions

Helping Couples Rejuvenate, Refocus, & Reconnect With Each Other

By signing this release, I fully understand and agree that all sales are final, non-refundable, and non-transferrable, regardless of any reason. I also agree and understand that Sutton Adventures has advised me to purchase trip insurance to protect my investment.

The terms and conditions set forth in this agreement (also referred to as "Terms") constitute the entire understanding and agreement between you the tour participant ("Traveler") and Sutton Adventures, LLC. and "Sutton Adventures," a Texas company ("Sutton Adventures," "we," or "us") with respect to any and all bookings, reservations, tours or transactions made with Sutton Adventures ("Tour" or "Tours").

By booking a tour with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking, including but not limited any Minors for whom you are signing this agreement (also referred to individually as "Traveler" or "Travelers"), and direct us to perform services for each and every Traveler.

IDENTIFICATION: Travelers are required to make reservations in the full name that is listed on her/his government document they will use for travel. If you need to make any changes to a name after travel documents have been issued, you will be responsible for all name change fees, if applicable.

PAYMENTS: We use third-party payment processing companies (e.g., Travel Joy) to process credit card charges. This allows you to make payments with any major credit/debit cards.

CREDIT/DEBIT CARD CHARGEBACK POLICY: If you are not happy with our services for any reason, you agree not to file a chargeback with your credit or debit card before you have given us an opportunity to address the matter. Your satisfaction is very important to us and we strive to stand behind our products and services. We will work to address any issue that you might have. By signing this agreement or booking a trip with us, you agree that chargebacks are not to be used for refund convenience, in other words, it is not an appropriate way to avoid our cancellation and refund policy to which you agree by signing this agreement. We view such chargebacks as a form of "friendly fraud," but fraud nonetheless. We will vigorously dispute any chargeback and reserve the right to report fraudulent chargebacks to authorities. Should we win any chargeback that you initiate, you agree to reimburse us for our attorney's fees, time, costs and expenses in rebutting the chargeback.

REFUNDS: All sales are final, non-refundable, and non-transferrable, regardless of any reason. Non-transferable, meaning if you can't go, you can't transfer nor sell your trip to a friend, relative, nor anyone else. This policy is in place because Sutton Adventures has contractual agreements

with hotels and other vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make monthly payments for your vacation.

Deposits and final balances must be received by Sutton Adventures on or before the appropriate due dates. Reservations for time and space cannot be confirmed unless secured by the timely arrival of these required deposits, final payments and rooming lists. Arrangements shall be made for reservations paid in full, on time and upon the timely receipt of the final rooming lists to The Urban Professionals Inc.

Refunds or allowances will not be made for transportation services or other portions of the trip which are unused on or after the tour departure date. In the event of an Act of God or inclement weather, Sutton Adventures reserves the right to reschedule the trip for another time.

LATE FEES: If you agree to the installment plan you are agreeing to stay on the agreed upon installment schedule. There will be a \$20.00 "late fee" assessed for all late payments after the payment is fifteen (15) days past due to everyone agreeing to these "terms and conditions". Any trip not paid off in full by the final payment date will be subject to cancellation or at best a \$50.00 late fee. If a reservation is canceled, NO REFUNDS ARE. This is why we STRONGLY recommend that you purchase travel insurance. The \$200 deposit is also non-refundable. You are agreeing to this with your electronic signature.

REINSTATEMENT FEE: If your trip is canceled for lack of payment, cancellation, missed installment payments, family emergency, work emergency, or anything beyond your control. There will be a \$75.00 "reinstatement fee" assessed to reclaim your trip.

PASSPORTS & VISAS: Travelers are responsible for ensuring that they have the proper travel documents and MUST CHECK with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel descriptions pertains to US citizens only. Non-U.S. citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise passengers to have a valid passport in their possession while cruising.

Some nations require proof of vaccination for all travelers. Any required inoculations must be recorded by the traveler's health practitioner on a valid vaccination certificate, which the traveler must carry in his/her possession throughout the tour. You are also solely responsible for any adverse consequences, including additional costs and fees, resulting from incomplete or defective documentation. Passport and visa requirements may change at any point in time. It is the responsibility of each traveler to acquire the most up to date travel documents. Sutton Adventures does not represent that the list is exhaustive or current. It is the sole responsibility of each traveler to obtain the necessary documentation for all aspects of their tour.

TRAVEL INSURANCE: All travelers must have adequate medical insurance to cover any medical emergencies or issues that might arise during your trip. Also, missing your trip is bad enough. Losing the financial investment you have paid towards your trip is worse. Therefore, we recommend Travel Insurance that helps provide coverage for Trip Cancellation, Travel Interruptions, Lost Baggage, Delays, Medical, and more. Expenses and more. You are required to select and purchase a policy on your own for domestic and international tours. We also strongly encourage that you consider purchasing insurance that permits you to cancel for any reason ("CFAR"). These CFAR policies must be purchased within a very short time period after you make your initial trip deposit so do not delay. We make no representations or guarantees whatsoever about the

availability of travel insurance or coverage matters. **I further acknowledge that I have been advised to purchase travel insurance to protect my investment.**

You understand and agree that should you choose not to purchase travel insurance, you will not be protecting your trip whatsoever through insurance and you will be fully responsible for any costs, losses or damages incurred in connection with your trip, including those relating to trip cancellation or interruption, loss or theft of personal property, medical expenses, and more.

Health Clause (including COVID / Upper Respiratory)

We reserve the right to conduct common travel industry health screenings (e.g. forehead temperature readings, questionnaires, and checks for observable signs and symptoms) and refuse travel to symptomatic or likely symptomatic guests. If necessary, we in collaboration with travel providers' and subcontractors' policies - also reserve the right to quarantine travelers with symptoms of infectious diseases aboard confined modes of transport such as ships, trains, etc. No refunds will be provided to you for any unused portion of your trip if you are quarantined.

TRAVEL DOCUMENTS: Provided full payment is received no later than your final payment due date, travel documents will be sent via email 20-30 days prior to travel. If documents are requested when e-documents are available, documents will be sent via USPS approximately 14-21 days prior, and a fee of \$30 will apply. A complete street address is required (no P.O Box).

CHILDREN: This is an adults-only trip. Children are not permitted.

PRICES: All prices listed are per couple based upon double room occupancy, unless otherwise clearly specified. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where clearly specified), passport or visa fees, travel insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at the time of publication. In case of human or computer error, Sutton Adventures, LLC. reserves the right to re-invoice for the correct price or service and if the increase is more than 10% of the total trip cost, a full refund will be made to passengers who choose not to pay the increase, provided Sutton Adventures receives written cancellation within 5 days of the price increase notification.

PAYMENTS & CANCELATIONS

DEPOSIT: A deposit is due at the time of reservation. All deposits are non-refundable and non-transferable. All reservations (except where specified) will require a deposit. Your booking confirmation will note the amount due and the monthly payment plan.

RESERVATIONS, ACCEPTANCE OF BOOKING, AND PAYMENTS: A booking is not accepted, and there is no contract for services between us, until the required deposit is paid and you receive written confirmation from us. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.

FULL PAYMENT: All reservations can be paid in full at time of booking as long as the tour still has available space.

LATE PAYMENT: If there is any outstanding balance due by the final payment due date listed on your invoice, a late fee will be automatically added to your invoice one day after final payment due date. Late fees vary per tour and is described in each tour respectively.

REINSTATEMENT OF RESERVATION: If your travel reservation has been canceled and you notify us within 14 days that you want to reinstate your reservation, a service reinstatement fee of \$50 (\$200 for international tours) will be added to your invoice and must be paid in advance in order to apply for the reconfirmation of services.

LAST MINUTE RESERVATIONS: All reservations must be made no later than 30 days prior to departure. If requested services cannot be confirmed, payment will be refunded. If services are confirmed, the final payment is due within 24 hours of a confirmed booking and all applicable cancellation penalties under this agreement will apply.

FORM OF PAYMENT: We only accept major credit/debit cards via www.suttonadventures.com (and affiliate websites and merchant service providers) the invoice you received immediately following deposit.

REFUNDS: All payments are non-refundable. But if you purchased Travel Insurance, you can put in a claim, qualifying reasons only, with your selected insurance provider.

CANCELLATION BY TRAVELER: Once reservations have been made, cancellations will only be accepted in writing. Email your cancellation request to tc@suttonadventures.com with your invoice number full name and date of travel. If you do not receive an acknowledgment within 72 hours (or 3 business days), please call 281-310-0558 to ensure your information has been received. **As stated above, you acknowledge and agree that all payments that you make to Sutton Adventures are non-refundable and non-transferable.**

RESERVATION CHANGES: Change requests must be made in writing. Changes to an existing reservation, whatever the cause, will incur a \$50 per person charge plus any additional supplier fees. This includes name changes and removal of any services such as optional tours and transfers. Please note that name changes to airline reservations are subject to full cancellation and rebooking.

Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to penalties, and is not covered by this reservation change policy. Changes or additions after departure are subject to local rates at the time of the amendment and must be paid directly by passengers to the service provider. There are no refunds on unused services.

Substantial change requests by you such as a change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. This change will result in a recalculation of your original tour price.

CANCELLATIONS OR CHANGES BY SUTTON ADVENTURES, AND FLEXIBILITY: Sutton Adventures reserves the right to cancel, alter, modify, postpone or reschedule any tour without prior notice for the safety and/or comfort of travelers and for circumstances of Force Majeure (see information below). We shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder as a result of any actions that it takes or does not take under this section and under this Agreement.

You acknowledge that the amenities, accommodations, transportation, route, schedule and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant

change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.

Any changes that we make may require a supplemental payment from you. We will advise you in the event such a payment is required.

Regarding civil unrest, once we have investigated the prevailing situation as it deems fit, it shall remain in the sole discretion of Sutton Adventures whether to proceed with the trip. If Sutton Adventures is of the reasonable opinion that the trip may proceed, no refund will be payable to you and the cancellation provisions of this agreement shall apply.

No refunds will be provided if we cancel, alter, modify, postpone, or reschedule any trip for any reason, whether before or during your trip. We may, in our discretion without any requirement that we do so, use reasonable endeavors to reimburse you of any payments that you have made reduced by any and all non-refundable deposits and cancellation fees that we have paid to suppliers and other third parties to provide components of your trip. Our administration costs in planning your trip are not refundable because of the work involved in planning, booking and management of your trip itinerary from the moment the trip is booked. This fee is 15% of the trip cost or five hundred dollars (\$500), whichever is less (“Administration Fee”), and one that we cannot recuperate, again because the time and materials already invested in the trip.

Additional Information regarding Force Majeure

In the uncommon situation where Force Majeure prevents, significantly hinders, renders it difficult, or makes it impossible for us or our Suppliers to provide the Services including but not limited to your trip, we and/or our suppliers shall be entitled to, in our sole and absolute discretion, take one or more of the following steps: vary, reschedule, postpone, cancel any trip itinerary or arrangement, including trip dates and the entire trip itself. We regret that no refunds will be provided if we take any of the preceding actions due to Force Majeure, unless and to the extent we are able to obtain any refunds from our suppliers. Any refund under this section will less our 5% Administration Fee. This policy is based on the fact that Suppliers, who are often located outside the United States, are not obligated to return non-refundable deposits or waive their cancellation fees in the case of Force Majeure. Further, it is not assured that we would easily be able to receive any refunds from our Suppliers once we have forwarded your deposits to them. Nor will we be able to pay you any compensation, costs or expenses you incur as a result. We will advise you if we are able to obtain any refunds from our Suppliers a Force Majeure situation.

If you choose to cancel your trip, our standard cancellation terms that govern when a traveler cancels apply. See the above section titled “ANCELLATIONS BY TRAVELER.”

If Sutton Adventures is affected by Force Majeure, Sutton Adventures, if practicable, will notify you of the nature and extent thereof.

Sutton Adventures will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. “Force Majeure” means any circumstances beyond our reasonable control, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, sickness, quarantine, pandemic, epidemic, diseases and viruses that are known, unknown or novel such as coronavirus/COVID-19 (including any spread thereof), foodborne, airborne, and communicable illnesses and disease, government intervention of any kind that affect domestic and/or international travel, government restrictions or warnings, diplomatic or health organization (e.g., World Health Organization) warnings, border closings, weather conditions, and unforeseen circumstances.

LIMITATION OF REMEDIES: You agree that the sole remedy for any default by Sutton Adventures arising under this Agreement shall be the return of the paid tour cost. To the maximum extent

permitted under applicable law, Sutton Adventures shall not be liable for any special, consequential, indirect, incidental or other damages arising out of this Agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Sutton Adventures has been advised of the possibility of such damages. You expressly waive any right it may have to recover such damages.

I voluntarily assume full responsibility for any risks or loss, property damage, or personal injury, including death, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this "weekend getaway" event. I hereby release, waive, discharge, and covenant not to sue, Sutton Adventures or project, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted. It is my expressed intent that this is a release and hold harmless agreement which shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waive, discharge, and convention to sue Sutton Adventures and above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of Texas.

This document gives notice that Sutton Adventures does not own or operate any motor coaches, aircraft, cruise lines, catering facilities, hotels or attractions and that all arrangements have been made with motorcoach companies, hotels, and other independent suppliers to provide you with the services purchased in the trip upon the express condition that we shall not be liable for any injury, accident, loss, damage, delay, bankruptcy, or any irregularity which may occur either by reason of defect in any vehicle or through the acts of default of any person or company engaged in providing transportation or other services. Sutton Adventures does not accept any liability for the actions or omissions of these Independent suppliers over whom Sutton Adventures has no direct control. In the absence of negligence on Sutton Adventures part, therefore each participant hereby releases Sutton Adventures for losses or damages arising from physical or emotional injury, property damages, or other economic damage caused by such factors beyond Sutton Adventures control. Because of unforeseen circumstances, Sutton Adventures reserves the right to withdraw any trip or make any change, with or without notice, In the event of inclement weather, mechanical difficulties, or other events beyond the control of Sutton Adventures that cause delays, It shall not be the responsibility of Sutton Adventures to pay for resulting costs and expenses to the group or trip client, including additional lodging and meals. Furthermore, It shall not be the responsibility of Sutton Adventures to reimburse the group or trip client for trip inclusions missed resulting from such delay.

TRAVELERS WITH DISABILITIES: In order to fully enjoy your Sutton Adventures trip, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight and hearing impairments, are required to notify Sutton Adventures prior to reservation for review and our agreement.

Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides and drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow the instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their persona safety. Sutton Adventures reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgement, continued participation would significantly impact the services to be provided to you or other travelers.

Expenses including cancellation fees and/or cost for alternative travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast paced, often requiring lengthy

walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently, Sutton Adventures can suggest touring options upon specific requirements.

WHEELCHAIRS & WALKERS: USA Tours: Sutton Adventures seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise Sutton Adventures of their accessibility requirements prior to booking in order for Sutton Adventures to determine if reasonable accommodations are available.

Sutton Adventures will endeavor to accommodate special access needs but does not guarantee it will be able to do so in all cases.

INTERNATIONAL TOURS: Hotels, sea and river cruises outside of the US may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs and motorized scooters. Due to physical constraints and space limitations wheelchairs, walkers and motorized scooters may not be taken aboard coaches and river cruises.

AIRLINES: Sutton Adventures is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. Sutton Adventures is not responsible for penalties incurred for tickets, international or domestic, not issued by Sutton Adventures due to schedule and/or flight changes. Airline reservations completed online are subject to review and, should Sutton Adventures deem it necessary, may be rebooked to match minimum connecting time requirements, and/or tour package itineraries, in which case you will be promptly notified. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flight heavily booked even when normal ticketing rules do not require tickets to be purchased until a later date. In this instance, Sutton Adventures will require immediate full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full payment is not received, seat will be cancelled by the airline and may not be available to be rebooked on the same flights or the same airfare. Any replacement air arrangements and airfare will be the responsibility of the passenger.

AIRLINE FREQUENT FLYER PROGRAMS: Passengers are responsible to contact the airline directly regarding mileage eligibility and accrual. Airline frequent flyer programs determine whether to reward miles in part or total based on their rules which are updated frequently. Some discounted or promotional airfares, as well as some code-share flights, are not eligible for mileage accrual. Some private airfares such as a "Sutton Adventures airfare" are not eligible for full mileage or may qualify for reduced mileage, even if the same airline class of service is eligible for full mileage when sold as an "instant purchase" published fare. Not all published airfares are eligible for mileage. Sutton Adventures will record frequent flier numbers when provided by passengers prior to travel documents being issued.

However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check in desk. After travel has commenced, it is often not possible to apply frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades.

CONTACT INFORMATION: Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Sutton Adventures with their name as it appears on their passport (or other government-issued ID when traveling), date of birth, gender, address, phone number and email for all passengers. Passengers must ensure that names are correctly listed on their invoice. Sutton Adventures will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

PHOTOGRAPH & VIDEO RELEASE: I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings may be used for the following purposes, but not limited to:

- promotion of future trips
- video testimonials
- conferences / retreats / workshops
- sales & marketing
- media coverage

By signing this agreement, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting. I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

By signing this agreement, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material.