

## **SOFT LITE STUDIOS - LIABILITY RELEASE**

Soft Lite Studios (as defined herein) will provide educational enrichment for workshops as outlined in its catalog and on its website (SoftLiteStudios.com) and has licensed qualified professional tour operators to organize and administer such workshops. The designated tour operator, in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services connected with specific workshops (“Other Providers”), and the Other Providers are solely responsible and liable for providing their respective services. The passenger tickets in use by the carriers will constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time the participants are not aboard their conveyances.

Front Range Investments, LLC d/b/a Soft Lite Studios, its parent, subsidiaries, and their respective employees, affiliates, officers, directors, successors, representatives, assigns (collectively “Soft Lite Studios”) and the tour operator will not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any Other Provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such Other Provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The participant waives any claim against Soft Lite Studios and/or the tour operator for any such loss, damage, injury, or death.

By registering for a Workshop, the participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for himself or herself or other participants. Soft Lite Studios and the tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any participant on a Workshop. Soft Lite Studios and the tour operator reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of the participants.

Neither Soft Lite Studios, nor the tour operator, will be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the participant's Workshop departure city. Baggage and personal effects are at all times the sole responsibility of the participant.

### **TERMS AND CONDITIONS**

PLEASE NOTE THAT THE “ARBITRATION AGREEMENT” SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE (i) WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN THE PARTICIPANT AND SOFT LITE STUDIOS AND/OR TOUR OPERATOR UNDER THIS AGREEMENT TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND (ii) THE PARTICIPANT AND SOFT LITE STUDIOS AND

THE TOUR OPERATOR WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE BE SURE TO READ AND REVIEW CAREFULLY THE ENTIRE SECTION LABELED "ARBITRATION AGREEMENT" BELOW. BY ACCEPTING THIS AGREEMENT, THE PARTICIPANT AGREES TO BE BOUND BY THE ARBITRATION AGREEMENT.

**Basis of Rates:** All prices are per person based on two persons sharing a room or cabin. All prices and fares are quoted in U.S. dollars. The rates are based on tariffs, currency values, airfares and third-party charges as of catalog publication date and are subject to change due to unforeseen circumstances. While Soft Lite Studios will do everything possible to maintain the listed prices, if it is necessary to levy a surcharge, Soft Lite Studios reserves the right to do so, and notification will be given at the time of final invoicing.

**Eligibility:** Anyone under 18 must be accompanied by a parent or guardian for the entire Workshop. Some itineraries have minimum age requirements—call for more information.

**Included in Workshop Cost:** Accommodations and meals as indicated in the itinerary (B = breakfast, L = lunch, D = dinner); educational materials; pre-departure information; entrance fees, excursions, and sightseeing noted as included in the itinerary; all gratuities except those for train or ship's crew, unless otherwise noted on the itinerary page; ground transportation during the Workshop; transfers to and from group flights where applicable; services of Soft Lite Studios experts and/or local guides, lecturers, Workshop leaders, and any other staff; and taxes, port charges, baggage handling, and service charges. Please note: the "B, L, D" notations apply to the period during the Workshop only and do not include any meals on flights to/from the Workshop. Internal airfare is included on some international Workshops as indicated in the itinerary.

**Not Included in Workshop Cost:** Air transportation and related fees (except as indicated in the itinerary); activities noted as optional in the itinerary; gratuities for train or ship's crew, unless otherwise noted on the itinerary page; passport, visa, and permit expenses; medical expenses and immunizations; baggage/accident/cancellation insurance; personal expenses, such as laundry, telephone calls, and alcoholic beverages; and any other items not specifically noted as included.

**Single/Shared Accommodations:** A limited number of single rooms/cabins are available at an extra cost on a first-come, first-served basis. Soft Lite Studios Workshops and/or the tour operator will assist persons requesting a roommate. The participants will be notified if a suitable roommate is not available, in which case the single rate will be charged.

**Payments, Cancellations, and Refunds:** To reserve space on an Workshop, a \$500 per-person deposit is required for Workshops that are nine days or less; a \$750 per-person deposit is required for Workshops that are ten to 15 days; and a \$2,000 per-person deposit is required for Workshops that are 16 days or more except if noted on the itinerary page. Final payment is due no later than 90 days prior to departure. Payments must be made by credit card. A participant's reservation may be canceled if full payment has not been received by 90 days prior to departure. For reservations made within 90 days of the departure date, full payment is required when the reservation is accepted. All cancellation notices must be received in writing and will become effective

as of the date of the postmark. If a participant cancels 120 days or more prior to departure, a refund less an administrative fee of 50% of the deposit will be made. Per-person charges for cancellations that occur less than 120 days prior to departure (“Cancellation Penalty Period”) are as follows: 91-119 days prior to departure: 100% of the deposit amount; 45-90 days prior to departure: 50% of the Workshop cost; 44 or fewer days prior to departure: 100% of the Workshop cost. This policy also applies to pre- and post-Workshop extensions. Any revisions made within the Cancellation Penalty Period, such as a change in departure date or choice of Workshop, are subject to this cancellation policy. Any airline tickets issued are subject to the carrier’s refund policy. Arriving late or leaving an Workshop in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of an Workshop. Soft Lite Studios Workshops reserves the right to cancel any Workshop because of inadequate enrollment that makes the Workshop economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the participants. If an Workshop is canceled prior to departure, the tour operator will provide the participants with a full refund of monies paid to the tour operator; except in the event that the cancellation is due to a significant event that makes it infeasible to operate the Workshop as planned, in which case the tour operator will provide the participants with a refund and/or credit toward a future Workshop equivalent to the amount paid to the tour operator. If Soft Lite Studios Workshops cancels the Workshop in progress, the participants will receive a prorated refund based on the number of days not completed on the Workshop. Except as outlined above when Soft Lite Studios Workshops cancels an Workshop, Soft Lite Studios and the tour operator have no responsibility for any expenses, including any non-refundable expenses, incurred by the participants in preparing for a cancelled Workshop or for any additional arrangements should the participants embark prior to the scheduled group departure date.

Trip-cancellation insurance is available at an additional cost and is strongly recommended. For more information about and to enroll in an option available through Travel Insurance Services, visit the “Travel Insurance” section of our website at [SoftLiteStudios.com](http://SoftLiteStudios.com).

**Itinerary Changes:** The itineraries and staff presented in the catalog or on the website are subject to modification and change by Soft Lite Studios Workshops or the tour operator. Every reasonable effort will be made to operate Workshops as planned, but alterations may still occur after final itineraries are sent.

**Documentation:** Participants are responsible for obtaining any documents required for their participation in the Workshop such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the terms and conditions, and any extra costs incurred for rerouting due to travel without the necessary documents will be the participant’s responsibility.

**Health Requirements:** Participants must be in good physical and mental health. Any physical condition, diet, or treatment requiring special attention must be reported in writing when the reservation is made. Soft Lite Studios Workshops encourages participants to consult a doctor for specific medical advice about any activities or destinations. Certain Workshops may require that the participant obtain medical consent prior to departure as a condition of participation.

**Medical Authorization and Coverage:** In the event participant becomes sufficiently incapacitated as to be unable to direct his or her own care, there is no one on the Workshop who can direct participant's care, and Soft Lite Studios Workshops is unable or does not have time to contact participant's emergency contact, the participant, by registering and paying a deposit for an Workshop, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician and/or surgeon licensed in the United States, or, if in a foreign country and no physician licensed to practice in the United States is reasonably available, by a duly licensed physician deemed competent to render the necessary care. In addition, the participant certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the participant, or that in the absence of this medical insurance coverage, the participant agrees to pay all costs of rescue and/or medical services as may be incurred on the participant's behalf.

**Photography:** Soft Lite Studios Workshops and the tour operator and Workshop leader reserve the right to take photographs or videos during the operation of any Workshop or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation on an Workshop, the participant agrees to allow his/her likeness to be used by Soft Lite Studios, Soft Lite Studios-authorized third parties, and the tour operator without compensation to the participant. If the participant prefers that his/her likeness not be used, he/she must notify Soft Lite Studios Workshops and/or the tour operator in writing prior to departure of the Workshop.

Copyright in all photographs, video, and related materials created by the participant ("Workshop Materials") will belong to the participant upon creation. The participant grants to Soft Lite Studios a non-exclusive, worldwide, irrevocable license to use any Workshop Materials provided to Soft Lite Studios and/or the tour operator in any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of Soft Lite Studios's travel programs, or promotion of the mission of Soft Lite Studios.

**ARBITRATION AGREEMENT:** (1) Soft Lite Studios Workshops and tour operator (collectively "Tour Provider"), and the participant agree that any and all disputes and claims that the participant and Tour Provider may have against the other that arise out of or relate to this Agreement and the Workshop, including the breach, termination, enforcement, interpretation or validity of this Agreement, including the agreement to arbitrate (the "Arbitration Agreement") and the scope or applicability of this Arbitration Agreement (collectively, "Disputes"), including but not limited to the arbitrability of any and all Disputes, and even if the events giving rise to Disputes occurred before this Arbitration Agreement became effective, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. The participant and Tour Provider agree to give up the right to sue in court. The participant and Tour Provider also agree to give up the right to have Disputes heard by a jury and the ability to seek to represent, in a class action or otherwise (see paragraph 9 of this Arbitration Agreement below). The only exceptions to this Arbitration Agreement are that (i) the participant and Tour

Provider retains the right to sue in small claims court and (ii) the participant and Tour Provider may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

(2) This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.

(3) Any arbitration between the participant and Tour Provider will be conducted by the American Arbitration Association (the "AAA") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the participant and Tour Provider cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement.

(4) If either the participant or Tour Provider wants to arbitrate a Dispute, the participant or Tour Provider must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Workshop to which the Notice relates, and the relief requested. The participant's Notice to Tour Provider must be sent by mail to Arbitration Notice of Dispute, c/o Business and Legal Affairs, Litigation VP, 1145 17th Street NW, Washington, DC 20036. Tour Provider will send any Notice to the participant at the contact information Tour Provider has for the participant or that the participant provides. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after the participant or Tour Provider sends a Notice to the other, the participant and Tour Provider may try to reach a settlement of the Dispute. If the participant and Tour Provider do not resolve the Dispute within those first 45 days, either the participant or Tour Provider may initiate arbitration in accordance with the rules and procedures provided for by the AAA. A form for initiating formal arbitration may be found on the AAA's website at [www.adr.org](http://www.adr.org) ("Arbitration Form"). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, the participant must send a copy of this completed Arbitration Form to Tour Provider at the address listed above to which the participant sent the Notice of Dispute.

(5) AAA charges fees to conduct arbitrations. Ordinarily, the claimant has to pay that fee to start a case, but if the participant wishes to commence an arbitration against Tour Provider, and the participant is seeking to recover less than \$10,000 (inclusive of attorneys' fees), the participant will not have to pay this filing fee; Tour Provider will pay it on the participant's behalf. If the participant is seeking to recover \$10,000 or more, the participant will have to pay the filing fee charged by AAA, but Tour Provider will reimburse that fee if the participant wins the arbitration.

(6) If the participant is seeking to recover \$10,000 or less, AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the participant or Tour Provider may

request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither the participant nor Tour Provider request one, Tour Provider will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$10,000, the manner and place of the hearing will be determined in accordance with the AAA Rules.

(7) Regardless of how the arbitration proceeds, the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

(8) The participant and Tour Provider may incur attorneys' fees during the arbitration. In addition to whatever rights the participant may have to recover the participant's attorneys' fees under Applicable Law, if the participant prevails in the arbitration, and if Tour Provider failed to make a settlement offer to the participant before the arbitration or the amount the participant wins is at least 25% greater than Tour Provider's highest settlement offer to resolve the Dispute, then Tour Provider will pay the participant's reasonable attorneys' fees in addition to the amount the arbitrator awarded. If Tour Provider wins the arbitration, the participant will be responsible for the participant's own attorneys' fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a Dispute or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by Applicable Law.

(9) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not order Tour Provider to pay any monies to or take any actions with respect to persons other than the participant, unless Tour Provider explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. THE PARTICIPANT AND TOUR PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THE PARTICIPANT'S OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. Further, unless Tour Provider agrees, the arbitrator may not consolidate other persons' claims with the participant's, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void, but the rest of this Agreement, including the provisions governing where actions against Tour Provider must be pursued, will remain in effect.

(10) The participant and Tour Provider agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

