

# AGREEMENT

This Agreement is between BayernTrips, LLC, a Michigan Limited Liability Company of PO Box 279, Ironwood, Michigan 49938 and

Participant(s) Full Name \_\_\_\_\_

(Participant(s)) of \_\_\_\_\_

Please enter your complete mailing Address \_\_\_\_\_

\_\_\_\_\_. [PLEASE INSERT FULL NAME(S) AS IN EACH PASSPORT AND INCLUDE MAILING ADDRESS]

| CHRISTMAS 2019  |  |  |
|---|--|--|
| <b>PRE-TRIP: CASTLES &amp; KRAMPUS</b><br>DEC 5 – 7, 2019<br>2 NIGHTS   | <b>CHRISTMAS CLASSIC</b><br>DEC 7 – 15, 2019<br>8 NIGHTS   | <b>ALPINE CHRISTMAS</b><br>DEC 14 – 22, 2019<br>8 NIGHTS   |
| <input type="checkbox"/> \$ 550 per person in a double room<br><input type="checkbox"/> \$735 for 1 person in a single room   | <input type="checkbox"/> \$2,560 per person in a double room<br><input type="checkbox"/> \$3,345 for 1 person in a single room | <input type="checkbox"/> \$2,560 per person in a double room<br><input type="checkbox"/> \$3,345 for 1 person in a single room |
| <b>Key Details:</b> <ul style="list-style-type: none"><li>You must obtain your own airfare and be ready to depart Munich airport at 11:00 AM on the first day of the trip</li><li>Transportation back to Munich airport at the end of the trip is not included, but we will assist you in making the arrangements.</li></ul>  |  |  |
| <b>Key Items Included:</b> <ul style="list-style-type: none"><li>Lodging each night</li><li>Breakfast daily</li><li>Lunch or Dinner as a group meal</li><li>1 beverage with group meal (0.5 l Beer, 0.33l house wine, or 0.4 non-alcoholic beverage or water)</li><li>Transportation to/from Group events – a combination of busses, trains, subways, and trams may be used.</li><li>Guided Tours and admission to sites described in itinerary (substitutions may apply)</li><li>Classic: Escorted Walking Tours of Nuremberg, Bamberg, Regensburg &amp; Munich. Alpine: Walking tour of Munich &amp; Vienna</li><li>Classic: Private Bus transportation when a hotel change is involved.</li><li>Alpine: Train Transportation</li><li>Transportation to/from Group events – a combination of busses, trains, subways, and trams may be used.</li><li>Classic: Single use admission to Thurn &amp; Taxis Christmas market.</li></ul> |  |  |

## 1. PAYMENT TERMS

At the time of initial booking, there shall be a payment in the amount of \$500.00, per person. If you cancel before June 1, 2019 (CDT) you will be charged \$250.00, per person. On June 1, 2019 the final payment is due. If you cancel between June 1, 2019 and August 31, 2019 you will be charged 90% of the total price. Any cancellations after August 31, 2019 are non-refundable. Any amendments to the above policy must be in writing and signed by BayernTrips, LLC to be considered valid. **Discounts available:** If you pay the balance in full on or before March 1, 2019 you receive a 10% discount. Select the EARLYBIRD rates on the WeTravel payment site.

**On-line Payment Option:** You can make an on-line payment using WeTravel:

- Classic & Pre-Trip: Please use this link: <https://tri.ps/iQ3TL>
- Alpine Christmas: Please use this link: <https://tri.ps/eLra5> NOTE: If you also attend the Classic Trip, please add discount code CLASSIC to obtain your \$400 per person discount.

**Cash/Check Payments:** BayernTrips LLC  
c/o WoodTrust Bank  
500 First Street, Suite 1000  
P.O. Box 1725  
Wausau, WI 54402 USA

Although not expected, if BayernTrips cancels the trip for any reason, 100% of all monies paid by the participant to BayernTrips (minus credit cards fees, if applicable) will be promptly refunded. Since our inception in 2005 we have never cancelled a trip.

**Food Allergies and Medical Information:** Before your reservation is confirmed with us, you must disclose any medical issues which interfere with the enjoyment of your trip or impact other travelers. Also, if you have any food allergies, unusual food requirements, etc. you must inform us up front.

**Next Steps:**

- Each traveler needs to read and sign the attached waiver.
- Once we have confirmed your trip, you should book your flights and email us the entire itinerary.
- About 1 month before the trip begins, you'll receive a detailed trip itinerary and instructions as to where to meet up with the group.

**2. RELEASE:**

- A. The undersigned Participant, in exchange for permission to participate in the trip, voluntarily signs this agreement. Participant has the right to have this reviewed by any advisors including an attorney prior to signing it. Participant states that he or she understands that there are many risks inherent in the trip including but not limited to the risk of terrorist events, airplane and other transportation related accidents, criminal attacks, and that he or she fully accepts those risks. Participant understands and agrees that BayernTrips, LLC does not guaranty or warrant that the trip will be a safe trip.
- B. Participant fully understands the risks and the scope of activities involved in the trip and voluntarily assumes all risks of participation in the trip, including the risk of catastrophic injury and death, and damage or loss of property. Participant hereby waives and disclaims all liability due to any cause whatsoever against BayernTrips LLC and its partners.
- C. In consideration of acceptance on the trip, Participant himself or herself, and on behalf of his or her heirs, successors, assigns and personal representatives agrees to indemnify, hold harmless, release and forever discharge BayernTrips, LLC, its members, managers, employees, volunteer, agents, promoters, owners from any and all claims and expenses, even if through negligence, including reasonable attorney's fees, for any injury, loss, or damage to personal property, including catastrophic injury or death, related to the trip events, or suffered by the Participant including those related to travel to and from the destinations within the trip. This shall include but not limited to any and all claims and expenses resulting from, or arising in connection with, any trip event, while engaged in the trip.
- D. I understand that the items listed in the itinerary may change with little or no notice. In such case, BayernTrips has the option to replace the item with another activity or issue a refund of the missing item at face-value.
- E. I understand that I must obtain a valid Passport and any necessary Visas, enforcements, etc. Failure to present valid travel documents, or failure to pass through security, immigration, etc. is no fault of BayernTrips, LLC and will be treated as a cancellation as spelled out above.
- F. I understand that if I choose not to participate in a group event or miss the group meeting time/place I will not be entitled to any refund for the missed activity.
- G. I understand that there is lots of walking! I certify that I can handle walking (upwards of 8 miles throughout the day), can stay on my feet for up to four hours inside and outdoors in all types of weather, and can climb stairs without an issue.
- H. I understand that I must be on-time for group events and that changes of schedule may be given verbally with short notice. If I miss a meet-up time, I will bear all the costs and inconvenience of catching up with the group.
- I. I understand that I must carry my own luggage. I certify that I will carry my own luggage, sometimes up a minimum of three flights of stairs or more.
- J. I agree that BayernTrips may use my image in various advertising campaigns and that my contact information may be given to future prospective guests.

**3. PRIVACY NOTICE**

- A. We will not sell your data and we've never had a security breach. This Privacy Policy doesn't apply to any third-party websites, services or applications, even if they are accessible through our website or through our links or recommendation.
- B. **Why we collect your data:** Your full legal name is needed to reserve a room for you at the hotels we provide, and we have to provide accounting data to the US and German government.
- C. **What data we collect/receive:** We need your full legal name, email address, mailing address, and date of birth. Sometimes we also have your phone number.
- D. **How we share your information:** Our hotel partners will have your name and sometimes your date of birth. We must share this data with our accounting agencies, one in the USA and one in Germany. After you complete a trip, we add you to our

newsletter mailing list (which you can opt out of at any time) and we may send your name, city & state of residence, and email address to prospective guests. You may opt out of that at any time.

- E. **Social Media:** We often post pictures or videos our group activity to social media sites like Facebook, twitter, Instagram, etc. You can ask at any time to not be included in group photos that we take. At the end of trip, we sometimes send a list of emails to TripAdvisor asking you to write a public review of our trip.
- F. **How long we keep your data:** In most cases, we keep your data for a minimum of 7 years.
- G. **How we store your data:** We use a cloud-based service (currently DropBox) to store our data which allows us to access from our local PC and mobile devices. Our US Accountant has access to one of our dropbox folders which contains the data he needs. We also use DATEV (a European cloud-based accounting system) to share accounting data with our German accountant.
- H. **Automatic Data Collection:** We may collect certain information automatically through our Website or other methods of web analysis, such as your Internet protocol (IP) address, cookie identifiers, mobile carrier, mobile advertising identifiers, MAC address, IMEI, Advertiser ID, and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type and language, geolocation information, hardware type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, the amount of time you spend on each page, information about the links you click and pages you view within the Services, and other actions taken through use of the Services such as preferences.
- I. **Your rights:** You can ask to see the information we have about you. You can also ask us to change it, correct it, delete it, restrict how we use it, or object to the way we use it by emailing us at [scott@bayerntrips.com](mailto:scott@bayerntrips.com)

4. **GOVERNING LAW AND VENUE:**

Unless preempted by federal or international law, this agreement shall be governed by Michigan law. Any action shall be barred unless commenced within 2 months from the date the trip begins. The parties consent to venue in Gogebic County, Michigan.

I have read and understand this Release of All Claims.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Participant's Signature

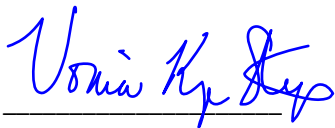
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Name (Printed)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail Address

FOR BAYERNTrips, LLC



Vonia K. Stephens  
BayernTrips, LLC  
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