

AGREEMENT

This Agreement is between BayernTrips, LLC, and a Michigan Limited Liability Company of E5214 Margaret Street, Ironwood, Michigan

49938 and _____ (Participant(s)) of _____

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

1. PRICE AND TERMS.

I would like to book the following tour:

- Munich Beer Experience: **\$75** Meet at 5 PM for 1-4 People
- Munich Exploration: History & Culture: \$150 Meet at 9:30 AM for 1-4 people
- Andechs & Munich: \$150 Meet at 9:00 AM for 1-4 People
- Munich Beer Garden: \$75 Meet at 5 PM for 1-8 People

Down-payment: Full Payment is required to hold the date for you. As soon as we receive the payment we will confirm back to you via email. In the event you wish to pay by credit card, we will issue you an invoice via Pay Pal though we need to add a 3% fee to the total price.

Please remit payment with your contract to:

BayernTrips LLC
c/o WoodTrust Bank
P.O. Box 1725
Wausau, WI 54402 USA

2. SERVICES INCLUDED AS DESCRIBED ON WEBSITE

3. IMPORTANT TO NOTE

- a. Meet at the Fish Fountain at Marienplatz at the time indicated above, unless we've agree to other arrangements.
- b. You should pay for all food and drink, including your guide's during the trip
- c. CANCELLATION: You can cancel anytime for a full-refund, minus credit card fees, if applicable, up to 48 hours in advance. Inside of 48 hours is non-refundable.
- d. GUARENTEE: You will receive a full refund (minus credit cards fees, if applicable) if you are not satisfied with my tour. To be eligible, you need to break off the tour in the first 2 hours.

FOR BAYERNTrips, LLC

Vonia K. Stephens
BayernTrips, LLC
Tel: 888-MUNICH-0
vonia@bayerntrips.com

4. 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 all those listed in paragraph 3A.
- 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 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.
- E. I understand that there is lots of walking! I certify that I can handle walking (upwards of 8 miles throughout a 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.

5. **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)

Participant's Signature

Name (Printed)

Date/E-Mail address