

Art History Encounters Presents:

The Art of Venice and the Veneto

April 18 – 25, 2023

Program Registration Form

To register for The Art of Venice and the Veneto Program, please fill in your information, sign, and return the Program Registration Form and pay a non-refundable deposit in the amount of \$1,000.00 USD. Events in Italy, Inc. will confirm your registration with an email acknowledging receipt. This will constitute the agreement between you and Events in Italy, Inc. as to the terms and conditions of the Program.

Events in Italy, Inc., a corporation organized and existing under the laws of the State of Delaware ("Events"), will organize the ground portion of a program: the Art of Venice and the Veneto, beginning on Tuesday, April 18, 2023, in Venice, Italy and ending on Tuesday, April 25, 2023, in Verona, Italy.

The Art of Venice and the Veneto (the "Program")

1. The Total Cost for the Program per participant is:

Double occupancy: \$5,800.00 USD Single occupancy: \$6,950.00 USD

2. What is included in the total cost for the Program:

Hotel accommodations for 7 nights, Group meals (daily breakfast, 4 lunches, 3 dinners and 5 receptions, and 1 tasting) Entrance fees to museums and private establishments, Gratuities for luggage handling, bellmen, dining services, and local guides, Airport transfers to and from Venice's Marco Polo airport on program arrival and departure day Group transportation within Venice and the Veneto.

3. What is **not** included in the total cost for the Program: anything not stated at paragraph 2 above, including,

Air Transportation, you are responsible to pay the cost of Air Fare or other travel arrangements, and related taxes, between the United States and Italy. Terms and conditions of the air carrier, including cancellation terms, apply.

Travel Documents, you are responsible to obtain all passports, TSA forms, visas, customs forms, and other documents permitting entry into Italy and re-entry into the United States of America.

Required Health Forms, you are responsible to be in full compliance with all health requirements of the governments of the United States of America and of the Republic of Italy, including proof of COVID 19 vaccinations, COVID 19 tests, and any other proofs as now, or as may in the future be, required to enter Italy and/or to re-enter the United States.

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Personal Amenities, you are responsible for all personal amenities, such as laundry, meals not itemized in the Program, beverages, including alcoholic beverages consumed with meals, individual ground transportation, telephone costs, or any other items of a personal nature.

Health and Travel Insurance, Events strongly recommends that you obtain travel insurance to protect your trip, your luggage, and your health during your international travel experience. Events strongly recommends that your insurance cover such things as personal accident, medical treatment, emergency medical assistance and repatriation services, as well as cancellation charges, trip delay coverage, theft, lost or delayed luggage, and property loss.

All Participants should ensure that their travel insurance will cover any health emergency that may arise during their international travel experience, including any emergency that may arise as a result of an infection by a corona virus, including Covid-19 or any variant thereof, or by any other highly contagious virus, bacteria or disease, known or as yet unknown. All testing costs and quarantine requirements, if any, are the sole responsibility of each Participant.

4. Payments:

Non-refundable deposit: To secure your place, please send a non-refundable deposit of \$1,000.00 USD along with this signed Program Registration Form.

Registration for this program will close at 20 participants. If Events, at its sole discretion, is unable to accommodate any person, Events shall promptly refund any amounts received from such person.

Balance: The balance, that is the Total Cost for the Program less the non-refundable deposit, is payable no later than December 1, 2022.

Payments should be made to Events, as follows:

Send via Zelle immediate bank transfer (preferred) using email: admin@eventsinitalyinc.com

Send a personal check to Events in Italy, Inc., 3125 Windsong La, Appleton, Wisconsin 54914

Pay online using your credit card or PayPal here: https://www.eventsinitalyinc.com/paydeposit <u>Please note: payments made on Events in Italy, Inc. website must include a 3% non-refundable processing</u> <u>fee</u>

5. Cancellation and Refund Policy:

<u>Cancellation by Participants</u>. Participants have the right to cancel their reservation for the Program at any time prior to departure of the Program, however, if you cancel at any time **you will lose the Non-refundable Deposit of \$1,000, plus**

- a. 50% of the Balance, if any, paid to Events, if cancellation occurs between December 1, 2022, and January 15, 2023;
- b. After January 15, 2023, no refunds, full or partial, will be paid for any reason.

You agree that Events will retain all non-refundable amounts, not as a penalty, but as a reasonable estimate of the out-of-pocket expenses incurred by Events in Italy, Inc. in preparation for the Program.

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<u>Cancellation by Events</u>: Events may cancel the Program if Events does not receive Program Registration Forms and the Total Cost for the Program from the minimum number of Participants, by December 1, 2022. In this event, Events will promptly refund any and all amounts received from any persons who registered for the Program. Upon payment of this refund, Events will have no further obligation whatsoever with respect to the Program.

<u>Postponement of Program</u>: If the government of Italy and/or of the United States of America declares a state of emergency and prohibits all travel into Italy by citizens of the United States of America before April 18, 2023, then Events will reschedule the Program at a later date to be established by Events after the emergency is ended or will, at Participant's request, refund any amounts received from Participants who registered for the Program <u>less</u> any non-refundable penalties and fees charged by hotels and transportation or other travel suppliers.

Cancellation of your participation by Events during the Program:

Events reserves the right to cancel the participation in the Program for any person who fails to deliver the Travel Well Pledge or the Waiver of Liability for COVID-19, or is abusive of others, or continuously disrupts the Program, or refuses to comply with any national or local or supplier health protocol, or displays symptoms of a corona virus, including Covid-19 or any variant thereof, or by any other highly contagious virus, bacteria, or disease, known or as yet unknown, or tests positive for the same, or has a physical condition that otherwise negatively impacts the enjoyment of the program by other participants, or refuses to follow the instruction of Events personnel regarding all protocols and/or local requirements. **Events will make no refund and will accept no liability for any Participant who is asked to leave the Program.**

6. General Provisions

Events in Italy, Inc. makes no warranties or representations, express or implied. Participation on this Program is at your own risk. You acknowledge that international travel has inherent risks, dangers, and hazards which may be caused by accidents, acts, omissions to act, or negligence by Participant, other Participants on the Program, Events in Italy, Inc., its staff, employees, agents, and suppliers; or Acts of God, Force Majeure or other conditions outside the control of Events. You agree to release, defend and indemnify Events, its officers, employees and agents, from and against any claims, damages, costs or expenses of any kind whatsoever, including attorney fees, which may arise as a result of your participation in the Program or in any of the Program activities, all as more specifically identified in the Travel Well Pledge and in the Waiver of Liability, both as attached hereto.

You agree to sign, date and deliver the Travel Well Pledge and the Waiver of Liability forms to the representative of Events on the first day of the Program. You understand that noncompliance with these measures will result in your not being able to continue on this Program. If you are asked to leave the Program as a result of such noncompliance, Events will not refund any amounts that you have paid to participate in the Program.

No changes, deletions of amendments may be made to these terms and conditions, or to the Travel Well Pledge or to the Waiver of Liability.

If any portion of our agreement is deemed to be found to be void or unenforceable, the remaining portions will remain in full force and effect.

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All Notices regarding reservations, confirmations, and information about the Program will be sent by email to **Participant**: at the email address stated below; and to **Events:** at admin@eventsinitalyinc.com

7. Identity of Participant

Completion of this Program Registration Form indicates your agreement to the terms and conditions stated herein.

| Name as on Passport: |
|--|
| Issuer of Passport and Issue and Expiration Date: |
| Date of Birth: |
| Address: |
| Phone number: |
| Email address: |
| In case of emergency, please contact: |
| (Name) |
| (Relationship) |
| (Phone and email) |
| Single or double occupancy hotel room: If you request a double occupancy reservation, please submit Program Registration Forms and the Deposit for both persons who will be traveling, together. |
| Dietary restrictions or allergies: Events does not guarantee that all dietary requests will be accommodated at every meal. |
| By signing below, you acknowledge that you are at least 18 years of age, that |

- i. you have thoroughly read, understand, and agree to the terms of this Registration Form.
- ii. you have thoroughly read and understand and agree to the terms of the <u>Travel Well Pledge</u> and the <u>Waiver of Liability for COVID-19</u>, attached hereto and made a part hereof, and
- iii. all of the statements made herein are true and correct.

Dated this _____ day of _____ 2022

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Travel Well Pledge

Please sign, date, and deliver this form to the representative of Events in Italy, Inc. on the first day of the program organized by Events in Italy, Inc. (the "Program"). This is a non-negotiable requirement for participation in the Program.

By joining the Program, every participant assumes personal responsibility for their own health and wellbeing. This will help to protect the health and well-being of other participants in the Program, the Events in Italy, Inc. staff, employees, agents, suppliers, and the places to be visited on the Program. To assist Events in Italy, Inc. in this important goal, we are implementing this *Travel Well Pledge*.

For purposes of this Travel Well Pledge, "I" means

Name (as on passport, printed)

Initial

_____ I confirm that I have documentation, such as the CDC COVID-19 Vaccination Record Card, indicating that I am fully vaccinated and received the final dose, and any subsequent required doses, at least 14 days prior to the start of this Program.

 $_$ I confirm that I do not currently have, and have not recently had, a fever (100.4 F° / 38 C° or higher), felt feverish, had chills, a cough, difficulty breathing or other symptoms of COVID-19, or any variant thereof.

_____ I understand that Events in Italy, Inc. cannot guarantee that I, or those with whom I am traveling, will not become infected with COVID-19 or any variant thereof or any other infectious disease, known or as yet unknown and I voluntarily assume all risks and related expenses in the event that I, or any member of my traveling party, becomes ill as a result of my participation in the Events in Italy, Inc. Program.

On my own behalf, and on behalf of my heirs, assigns, personal representatives, and next of kin, I agree to release, hold harmless, defend, and indemnify Events in Italy, Inc. its agents, directors, officers, employees, and third-party independent contractors, from and against any and all claims, actions, costs, expenses or losses of any kind whatsoever, including without limitation attorney or other professional fees, for bodily injury, illness, property damage, death, loss of services, or otherwise which may arise prior to, during, or after the Program or as the result of my participation in any Program activities or from any Risks whatsoever.

I pledge that the above declarations are true and understand that any dishonest answers may have serious public health implications. I agree to take personal responsibility for my health and well-being, to follow all health protocols, including those developed in connection with COVID-19 – such as wearing a mask fully covering my nose and mouth and social distancing – as mandated by the Italian government or local authorities, Events in Italy, Inc, its representatives, or its suppliers, or the places visited on the Program. I understand that noncompliance with these measures will result in my not being able to continue on this Program and, if I am asked to leave the Program as a result of such noncompliance, Events will not refund any amounts that I have paid to participate in the Program.

Dated this _____ day of _____ 2022

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EVENTS IN ITALY, INC.

For purposes of this Waiver of Liability, "I" means_

Name (as on passport, printed)

By signing this waiver of liability, I acknowledge the contagious nature of COVID-19, or any variant thereof or any other infectious disease, known or as yet unknown (herein "COVID-19") and I voluntarily assume all risks and related expenses in the event that I, or any member of my traveling party, becomes ill as a result of my participation in the Events in Italy, Inc. Program and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating on the Program and that such infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming infected by COVID-19 on the Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to Events in Italy, Inc. ("Events"), its officers, employees, and suppliers, and other Participants. I understand that knowledge of the risk factors of contracting COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death, or any other loss. I agree that having considered these risks, I desire to participate in the Program and I freely and voluntarily assume complete personal responsibility for the risk of exposure, illness and death due to COVID-19, even if such injuries or death occur in a manner that is not foreseeable at the time this waiver of liability is signed.

I, for myself, and on behalf of my and their heirs, assigns, personal representatives and next of kin, voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to personal injury, disability, and death), illness, damage, loss, claim, liability, cost, or expense, of any kind whatsoever, that I may experience or incur in connection with the Program and its activities ("Claims"). I hereby release, covenant not to sue, discharge and hold harmless Events, its officers, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind, and including legal or other professional fees, arising out of or related thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Events, its officers, employees, agents, and representatives, of and representatives and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Program

I HAVE READ THIS WAIVER OF LIABILITY, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AGREE THAT IF ANY PORTION OF THIS WAIVER OF LIABILITY IS FOUND TO BE VOID OR UNENFOREABLE, THE REMAINING PORTIONS SHALL REMAIN IN FULL FORCE AND EFFECT. NO ADDITIONS, DELETIONS, OR CHANGES MAY BE MADE TO THIS WAIVER OF LIABILITY.

I UNDERSTAND THAT IN ORDER TO PARTICIPATE IN THE PROGRAM I MUST SIGN, DATE AND DELIVER THE ORIGINAL WAIVER OF LIABILITY TO EVENTS BEFORE I CAN PARTICIPATE IN THE PROGRAM.

Dated this _____ day of _____ 2022

Signature