

## SpringFest Agreement

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

First and last name(s) (Participant(s)) of Complete Mailing address

### **SPRINGFEST TOUR** May 12 - May 20, 2018 Please Check: \$1,740\* per person, double occupancy, or \$2,120\* for single occupancy \*Variable Pricing: Price displayed is the maximum price, which may decline if 15 or more people complete the trip. Services Include: Lodging for 8 nights **Breakfast Daily** Lunch or Dinner each day, with first drink included (0.5I beer, 0.25 I wine, or small soft drink or water) Public transportation (Regional trains - BayernTicket or MVG PartnerTicket) to/from Group events beginning at Munich Airport on ending in downtown Munich. We will depart the airport no later than 11:00 AM. Private Bus transportation for 3 of the days. ICE ticket from Munich to Bamberg, with reserved seat Several visits to breweries and main brewery taps Transportation to/from Group events – a combination of busses, trains, subways, and trams may be used. If you choose to go on your own or miss a group meeting time/location, you must pay your own fare!

## **OPTIONAL EXTENDED TOUR**DEPART ON MAY 21, 2018

#### Please Check:

- \$ 165 per person, double occupancy, or

#### Services Include:

- 1 additional night of lodging in Munich
- Breakfast & Dinner, with first drink included
- Public Transportation Tickets to Füssen and back
- Castle Visit at Neuschwanstein & Hohenschwangau Castles

#### 1. PAYMENT TERMS & IMPORTANT DATES

- **Initial Booking:** At the time of booking, a non-refundable \$200 deposit, per person is required to hold space. Once you have received written confirmation from BayernTrips LLC, you should go ahead and book your flight.
- **December 1, 2017:** Any space not sold to customers of <u>Cedar Springs Brewing Company</u> may be released for sale to the general public.
- January 31, 2018: Full Payment is due and any cancellations past this date are non-refundable.

#### **Variable Pricing:**

	10 or less	11 - 15	16 - 20	21-25	25-30
Per Person in a Double Room	\$ 2.450	\$ 1.740	\$ 1.500	\$ 1.380	\$ 1,300

Single \$ 3,020 \$ 2,120 \$ 1,820 \$ 1,670 \$ 1,570

We recommend <u>Travel Guard Insurance</u> (Please use Agent 121223). Any amendments to the above policy must be in writing and signed by BayernTrips, LLC to be considered valid. Each participant shall sign the waiver/release. Although not expected (and has never happened) if BayernTrips LLC cancels the trip for any reason, 100% of all monies paid by the participant to BayernTrips LLC will be promptly refunded.



# \$ 50 Discount For Stammtisch Members!



☐ Ja, I am a Stammgas	t! M	y numbe	er is											
Please remit payment to: BayernTrips, LLC c/o Wood Trust Bank 500 First Street, Suite 1000 P. O. Box 1725 Wausau, WI 54402 USA	)													
□ I prefer to use	e a	credit	card	(add	3%)	,	please	send	а	Paypal	Invoice	to	e-mail	address

FOR BAYERNTRIPS, LLC

Vonia Ky Ly

Vonia K. Stephens
BayernTrips, LLC
Tel: 1-888-MUNICH-0

#### 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 (nor Cedar Springs Brewing Company nor any of its employees or owners) 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 <a href="BayernTrips">BayernTrips</a>
  <a href="LLC">LLC</a> and/or <a href="Cedar Springs Brewing Company">Company</a>, 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</a>

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 last minute changes often occur and I agree to be flexible. If less than 11 people sign up for the tour, private transportation may be substituted with public transportation and the schedule modified as necessary.
- 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 (nor <u>Cedar Springs Brewing Company</u>) 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 (possibly 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
- 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 four flights of stairs or more.
- J. I agree that <u>BayernTrips LLC</u> and/or <u>Cedar Springs Brewing Company</u> may use my image in various advertising campaigns and that my contact information may be given to future prospective guests.
- K. Other than marketing assistance, I understand that <u>Cedar Springs Brewing Company</u> plays no role in the organization of the trip.

#### 3. 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 Relea	se of All Claims.
Participant's Signature	Name (Printed)
Participant's Signature	Name (Printed)
Date	E-Mail Address