

EO Worldwide
2024 MUSICAL SOJOURN in PORTO
TERMS & CONDITIONS

This Agreement is between you (“You” or “you” or “Participant”), on the one hand, and EO Music Adventures Worldwide, LLC (“Company” “We” or “EO Worldwide”) on the other hand, where the Company presents that certain international musical gathering known as the MUSICAL SOJOURN (“Event”) where the Event is taking place October 7, 2024 to October 13, 2024 in and around Porto, Portugal (“Destination”).

Your decision to purchase or pay a deposit to book lodging with an Event ticket constitutes your acknowledgment of and consent to all of the terms and conditions below, including the limitations of liability presented herein. Any and all disputes and claims whatsoever related to, or involving the Company/Event shall be governed by the United States of America's legal customs and practices and decided in Denver, Colorado under Colorado law.

1. CANCELLATIONS. EO Music Adventures Worldwide, LLC has a strict cancellation policy and recommends that you purchase travel insurance to give you the most complete protection for your trip. All Deposits and payments for the MUSICAL SOJOURN are non-refundable except as noted below.

We will wait a day between your registration and starting to make arrangements on your behalf and you may cancel within 24 hours of initial booking and receive a full refund. As the event gets closer and closer, more and more arrangements will have been finalized and the burden of reopening all of those conversations increases. Company is also required to pay non-refundable deposits that are based on the number of people who will attend. The number of deposits paid increases as we get close to the Event dates. As it would be difficult to determine how much time might be involved with changing arrangements based on cancellations, the following fee schedule will be used to determine refund amounts.

- Cancellations received prior to March 1, 2024- a full refund less \$250 cancelation fee per person.
- Cancellations between March 2 - April 30, 2024 - a full refund less \$750 cancelation fee per person.
- Cancellations between May 1 - June 30, 2024 - a full refund less \$1,250 cancelation fee per person.
- Cancellations between July 1 - July 31, 2024 - a full refund less \$1,750 cancelation fee per person.
- Cancellations received after August 1, 2024 - **no refunds**

All cancellations must be submitted in writing to:

info@musicalsojourns.com

There will not be any refunds given for those who do not show up for the Event.

Reservation Cancellation for Non Payment: If a scheduled payment in a reservation remains unpaid three calendar days after the due date, the reservation is considered delinquent and is subject to cancellation by Company.

If the MUSICAL SOJOURN is postponed you will be given the opportunity to roll your reservation to the next event or cancel for a refund. If the Event is canceled due to COVID restrictions, your purchase will be refunded.

2. ASSUMPTION OF THE RISK, WAIVER OF LIABILITY and COMPLIANCE WITH LOCAL LAW RELATING TO CORONAVIRUS/COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. By attending the Event, you (a) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death, (b) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expenses, of any kind ("Claims"), that you may experience or incur, and (c) hereby release, covenant not to sue, discharge, and hold harmless the venue, hotel, Company, event promoter(s), vendor(s), and each of their respective parents, members, partners, affiliates, divisions, subsidiaries, and landlords and their respective officers, directors, and employees from Claims of any kind arising out of or relating thereto.

The Event must be in compliance with any local requirements regarding masking or vaccinations and we will comply with any requirements imposed by Porto or Portugal's governments. No refunds will be given to guests who wish to cancel their trip over concerns over Covid 19. Company recommends that guests purchase an insurance policy to protect the cost of their trip.

3. PAYMENT TERMS. A 50% payment on the event package cost, per person, is due at the time of booking. An additional 25% of the package cost is due by April 1, 2024. The final 25% of the package cost is due by July 1, 2024. All payments shall be made by Credit Card.

Declined Payment Fees: If your payment declines you will have 48 hours to remit payment without penalty. A fee of \$35 will be applied if your payment is not successfully re-submitted within three days of the payment date and your reservation becomes subject to cancellation.

Reservation Reinstatement Fee: In the event that a canceled reservation is reinstated at the request of the guest, that reservation is subject to a \$100 per person Reinstatement Fee.

4. NAME CHANGES AND ADDITIONS. The guest that places the reservation is considered the "Primary Participant" and is the "owner" of the reservation. They must agree and initiate any changes in the reservation. The Primary Participant will be responsible for receiving all communications, deciding on lodging options, and making sure all payments are made in a timely manner. Be advised that once you purchase a ticket as the Primary Participant you are obligated for the full event rate based on the full occupancy set forth in the item/lodging you purchased.

Name changes and guest additions will be accepted through October 1, 2024. All name changes and guest

additions will be subject to a \$100 administrative fee per person in addition to any change fees imposed by Company's contractors (such as the hotel). October 1, 2024 at 5:01 PM Eastern Time is the cut-off to submit name changes to your reservation for the Event. Thereafter, you will not be able to change your reservation. We suggest buying travel insurance in case you are not able to attend the Event.

Any Guest having financial responsibility for making their own payments must give permission in writing before they can be removed from the reservation. If a non Primary Participant is financially responsible for their portion of the reservation has missed a payment and cannot be reached by the Primary Participant or the Event, that person's portion will be canceled per the cancellation schedule set forth by the event and can be removed without permission.

NO CHANGES CAN BE MADE TO A RESERVATION AFTER OCTOBER 1, 2024.

5. AGES & TRAVEL DOCUMENTS. The Event is generally programmed for adults; but, is open to anyone age twelve or older. Children under twelve may attend only with the express consent of Company. Regardless of age, all Participants are required to have a valid Passport (that remains valid for at least six months after your entry into Portugal) and a return ticket to Participant's country of origin or proof of sufficient means to purchase return travel. Participant must also meet any vaccination documentation requirements that may be in effect for Portugal or any other country that the Participant may visit. Non US Citizens, and non permanent residents living in the US on a student or work Visa are responsible for obtaining the correct travel documentation to enter Portugal and return to their home country and are responsible for obtaining all travel documents as well as complying with Customs and Immigration or any other governmental requirements. Participants will be required to comply with any and all security measures imposed by governments, which are subject to change. Failure to possess the required travel documents may prevent Participant from being able to travel; in such event, **NO REFUNDS SHALL BE PROVIDED.** All foreign travelers should check with local authorities to confirm and make sure that all required travel documents are obtained.

6. TRAVEL INSURANCE. The Event has a very strict cancellation policy and highly recommends that all guests purchase travel insurance.

7. PERSONAL CONDUCT. You acknowledge and agree that while at any MUSICAL SOJOURN related activities or associated accommodations or venues, you will not enter any prohibited area, or otherwise endanger yourself by your own negligence, including but not limited to being impaired by the use of alcohol, and/or under the influence of any controlled substance. All Participants must obey the local laws and regulations. Participants are responsible for any additional cleaning fees or costs associated with smoking in prohibited areas.

Participant understands that their participation may be terminated at any time before or during the Event if Participant is cited or detained by any civil or criminal authorities or if Company, in its sole discretion, determines that Participant's conduct has a negative impact on the safety or welfare of other Participants, Artists or any other person. In the event of termination for conduct violations, Participant is responsible for arranging and paying for their own substitute room and board.

8. PHOTOGRAPHY & VIDEO POLICY. Video, audio recording, filming, photography will occur at the Event and that content may be owned, licensed, assigned or distributed nationwide and worldwide by the Company, their affiliates and assignees. By acknowledging the terms & conditions of the Event at the

time of booking a reservation, you allow, waive and authorize the Company, their affiliates and assignees the right to use your likeness and/or appearance on any film or video format now known or hereinafter developed in any manner whatsoever. You will not receive any compensation for such use and waive any right to bring any action in law or equity against the Company, their affiliates and assignees for such use.

9. SERVICE ANIMALS. Company has no objection to Service Animals; however, it makes no representation that any particular airline, hotel, accommodation, restaurant, performance space or any other venue where event activities may occur will allow service animals nor does Company make any representations about local service animal laws. Recognized assistance dogs are subject to and must comply with national and EU Regulations regarding health, inoculations, training and travel. It is the Participant's responsibility to have all necessary papers and check local laws prior to the event and abide by the same.

Please be aware that each country has its own standards of accessibility for persons with disabilities. Before you travel, visit travel.state.gov/destination and enter a country or area to find information for mobility-impaired travelers in the Special Laws & Circumstances Section. For flying with disabilities, we recommend calling the Transportation Security Administration's (TSA) toll free helpline for travelers with disabilities and medical conditions: 855-787-2227, or check TSA's website [TSA Cares](http://TSA.Cares). They can answer questions about screening policies, procedures, and the security checkpoints.

10. RESPONSIBILITY AND LIMITATION OF LIABILITY. Under these terms and conditions, liability by guests for damage to or theft of luggage, personal property, delay, circumstances at the Event or elsewhere is limited. In addition, your right to recover in a legal proceeding will be based upon the applicable law and forum stated in these Terms & Conditions.

It is understood and acknowledged that the Company is an outside, independent entity and does not own, retain, or have any control over any independent contractors or employees of venues, hotels or other places where event activities may occur. In consideration of participating and attending the Event, you voluntarily assume all risks while at the Event and release the Company of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you at the Event. This release shall be binding upon you, and your heirs, next of kin, executors and personal representatives.

In consideration of being permitted to participate in the Event, you agree as follows:

(a) Release. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, including, but not limited to, claims related to international travel, activity in a foreign country, participation in event activities and any other risk, whether currently known or unknown, which you have or which could be asserted on your behalf in connection with the your participation in the event, including, but not limited to, claims of negligence, negligence per se, negligent misrepresentation, premises liability, tort claims, breach of warranty, statutory violations and breach of contract. "Released Parties" mean Company and any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, owners or members

(b) Indemnification. You hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, expenses, attorney's

fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of or related to your participation in the Event. Such obligation shall survive the period of the Participant's participation in the Event.

(c) Assumption of Risk. You agree and understand that there are dangers and risks associated with the participation in the Event and that INJURIES AND/OR DEATH may result from participating, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Participant acknowledges that participation in the event is voluntary and that a refund of any monies paid is available if you do not wish to participate under these terms. You also acknowledge that you are physically and mentally capable of participating in the Event. By agreeing to these Terms and Conditions you recognize that property loss, injury and death are all possible while participating in the Event. **RECOGNIZING THE RISKS AND DANGERS, YOU EXPRESSLY ASSUME ALL RISKS AND DANGERS OF PARTICIPATION IN THE EVENT, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

Your decision to purchase and pay a deposit for the Event constitutes your acknowledgment of and consent to all of the terms and conditions related to this purchase, including the limitations of liability described herein. You may change your mind and cancel your reservation for any reason without incurring any fees for a period of 24 hours after you make your purchase. All disputes and matters whatsoever related to or involving the Company, shall be governed by United States of America legal custom and practice and be addressed by the courts located in Denver, Colorado under Colorado law.

11. EXCLUSIONS and OTHER EXPENSES. The ticket price only includes those items specifically identified as to be provided by Company. You will have time to explore on your own and any meals or expenses that may arise outside of Event activities are at your own expense.

Airfare, Transportation from the airport to your Accommodations, Inspection, customs, immigration and naturalization fees, Items of a personal nature such as incidentals, toiletries, etc., Travel insurance including medical, accidents, lost baggage and/or trip cancellation, Costs of any food or drinks not stated as included in the event, Tips and gratuities and any other expenses not stated in writing to be part of the MUSICAL SOJOURN package are at your own expense.

12. HEALTH CONSIDERATIONS. Persons who have a physical or mental disability or a medical condition must notify the Company **IN WRITING AT THE TIME RESERVATION IS MADE** or at the time the medical condition is discovered – whichever comes first – so that Company and Participant can discuss potential accommodations related to the disability. Participant certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Immersion. Participants who have physical conditions wherein they must take medication daily should have back up medication in case the medication gets lost, or is rendered unusable. If Participant's condition potentially requires emergency tools, it is Participant's responsibility to bring their own and a back up supply. Participant understands that in the event of injury to Participant, or exacerbation of Participant's medical condition, Company may not be held responsible.

To the extent applicable, Purchaser shall advise all disabled or special needs persons who may become Participants as a result of this Agreement that (i) international safety requirements and regulations may

cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing, (ii) for reasons of Participant safety and well being, persons who are unable to care for their basic needs (e.g. dressing and eating) must have a capable traveling adult companion who may be required to share accommodations with such person, and (iii) certain event venues may not be fully accessible to wheelchairs or scooters.

Participant otherwise warrants that he/she is fit to travel by air and that his conduct or condition will not impair the safety of the other Participants. Any Participant with a condition that may affect his/her fitness to travel is strongly encouraged to check with their personal physician regarding their ability to travel and to obtain a written physician's certificate of Participant's fitness for an international air travel. Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy.

13. MEDICAL SERVICES. Company is not responsible for the costs of any medical treatment you may require during the Event and assumes no liability regarding provision of medical care or lack thereof that you may receive. The quality of medical personnel and facilities vary and cannot be controlled by Company. **YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS AND EVACUATIONS YOU MAY REQUIRE OR RECEIVE DURING YOUR TRIP.** Participant grants Company the authority to authorize emergency medical services on Participant's behalf if Participant is unable to make decisions himself. Participant releases Company from any liability relating to any such medical care, whether secured by Company, a Service provider on behalf of Participant, or otherwise, and Participant agrees to be responsible for any and all expenses incurred for said medical care.

14. FORCE MAJEURE & EVENTS BEYOND THE COMPANY'S CONTROL. The Company shall not be liable for any loss, injury, damage, or inability to carry out the Event arising from any Force Majeure circumstances including, but not limited to: war, terrorism, fire, natural disasters, Acts of God, labor strikes, bankruptcy, Acts of State, failure of subcontractors to perform, collapse of currencies, or any other events beyond the Company's reasonable control. In the event that this Event is cancelled because of a circumstance or occurrence outside of the control of the Company, including but not limited to force majeure events (such as acts of nature, fire, earthquake, government imposed travel restrictions; terrorism etc.), which cancellation shall be made in Company's sole and exclusive discretion, Company shall not be liable for any damages, including but not limited to compensatory, nominal or consequential damages.

The Company shall not be liable to Participant and Participant shall not be entitled to any refund if Participant is unable to reach the Event due to airline strikes, cancelled flights, volcanic eruptions or other natural conditions of the earth or weather which make it difficult or impossible for Participant to travel to the event location.

ARTISTS & VENUES SUBJECT TO CHANGE. If unforeseen circumstances so require, Artists and the venues we plan to visit may change. Company will use reasonable efforts to secure additional talent or similar venues should an Artist be unable to make it to the Sojourn or a particular venue is unable to host us. In any case, the show will go on!

15. **GENERAL PROVISIONS.** (a) *Severability and Survivability.* If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Participant and Company agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision. Notwithstanding any other provisions of these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions. (b) *Waiver.* No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. Company does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties. (c) *Entire Agreement.* These Terms and Conditions represent the entire agreement between the parties and supersede any other agreements or representations. (d) *Right to Refuse Service.* Company reserves the right to refuse service to any person for any reason permissible under applicable law. Any Participant refused service prior to the Event under this provision will receive a full refund.

16. **YOUR REPRESENTATIONS AND WARRANTIES TO COMPANY.** Without limiting anything set forth in this agreement, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with the Event and/or activities corresponding to your transactions with Company; (b) you are of sufficient legal age and authority to enter into any transaction with Company and/or via the reservations ticketing website, to attend the Event, and to create legal binding obligations for any liability you may incur as a result of entering into this agreement; (c) you are an authorized user of the credit or debit card used to enter into any transaction with Company and/or via the reservations ticketing website; (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by Company and/or any applicable third party; (e) you have obtained any and all passports, visas, health information and/or other permission necessary in connection with your transaction with Company; and (f) you will not attempt to charge back your purchase with your bank or credit card company. Any attempt by you to charge back any or part of the purchase price or other charges incurred in connection with the Event, shall allow Company to cancel your reservation for the then-current or any future Events.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS AND THAT I HAVE CAREFULLY READ THESE TERMS AND CONDITIONS AND UNDERSTAND THEIR CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.