

HOST/PARTICIPANT AGREEMENT CELLAR MUSE TOURS TERMS & CONDITIONS

The following constitutes the entire agreement between Tanya Morning Star, d.b.a. Cellar Muse, L.L.C. ("the Host") and the undersigned Participant ("the Participant") with respect to Cellar Muse Wine Education Tours ("the Tour").

- I) Host agrees to provide, or arrange for provision of, the following:
 - a) A detailed itinerary.
 - b) Nightly accommodations.
 - c) Meals, including all breakfasts at the hotel, all multi-course gourmet lunches expertly matched with top quality regional wines, and two multi-course gastronomic dinners expertly matched with top quality regional wines.
 - d) Wine education and insights from Tanya around the clock!
 - e) More than 100 top-quality regional wines tastings during the week.
 - f) Local group transportation for the scheduled itinerary.
 - g) Guided cultural and vineyard visits.
- II) Your responsibility:
 - a) Travel arrangements, including airfare and local transportation to and from tour location.
 - b) Any expenses incurred by you, other than for those items listed in Section I.
 - c) Satisfy all U.S. and Foreign legal requirements for travel to, from, and within the destination country, including passports, health, and customs requirements. Your itinerary document will provide you with some of this information, but compliance remains your sole responsibility.
 - d) Medical insurance
 - e) Your own good conduct while participating in the Tour.
- III) Pay Tour Fees in Full: Including an \$850 non-refundable (transferable) deposit. Final payment is due no later than 60 days in advance of travel, and single supplement, if applicable.
- IV) Cancellation
 - a) By Participant
 - i) If before 90 days, any payments besides the non-refundable deposit will be refunded.
 - ii) If between 90-60 days 2/3 of any payments besides the non-refundable deposit will be refunded.
 - iii) If between 60-30 days, 1/3 of any payments besides the non-refundable deposit will be refunded.
 - iv) If less than 30 days, no refund will be given.

- v) Instead of cancellation, Participant may, with the Host's approval, assign his/her rights under this Agreement to an individual who is 21 years of age or over and has completed a registration form.
- b) By Host
 - i) Host reserves the right to cancel the Tour for any reason, including insufficient registrations or circumstances beyond the Host's control, in which case all deposits and fees will be returned to the Participant.
 - ii) If the duration of the Tour is curtailed for any reason beyond the Host's control, the Host will prorate the fees after deducting expenses.
 - iii) The Host is not liable for any changes to the itinerary caused by circumstances beyond the Host's control, in which case Host will use best efforts to obtain an equivalent substitution for any such change.
- V) Limit of Host's liability
 - a) Host's liability is limited to the provision of the services stated in Section I of this agreement, and in no instance may exceed the return of the Tour fee of the Participant. Host is not a guarantor of the goods or services provided by third parties in the itinerary. Host is not liable for injury, death, illness, property damage, or losses of any description incurred or occasioned during or as a consequence of Participant's participation in the Tour, including but not limited to acts of God, illegal conduct of the participant or third parties, strikes or other causes beyond the control of Host or outside the scope of services specifically agreed to in section I or VI. Participant agrees to hold Host harmless and defend Host from any fees, costs or liabilities arising out of Participant's conduct or omissions.
- VI) The laws of the State of Washington govern this Agreement. Any claims or disputes must be filed no later than one year from the conclusion of the Tour. They must be submitted to binding arbitration pursuant to the rules of the American Arbitration Association, to be conducted in Seattle, Washington. In the event of any such dispute, each side shall bear its own attorneys' fees and costs.

*** Once you have read this over, please return to the online form and sign the Attendee Registration Form.*