

## **GUEST DISCLOSURE NOTICE AND AGREEMENT**

Gabi Food Adventures Inc. ("Gabi Food Adventures") is not the source or supplier of travel services and is acting as a mere agent for travel suppliers in selling travel related services, in accepting reservations/bookings for services that are not directly supplied to this tour company, (i.e ground transportation, hotel accommodations, meals, specialty tours, rental equipment, etc.) Gabi Food Adventures, therefore, shall not be responsible for breach of contract or any negligent, intentional or careless actions or omissions on the part of such suppliers, which result in loss, damage, delay or injury to you or your companions or group members.

Neither Gabi Food Adventures nor any of its agents shall be responsible for any injuries, damages or losses caused to any Guest in connection with terrorist activities, social, political or labor unrest, mechanical or construction failures or difficulties, diseases, climatic conditions, abnormal conditions or developments or any other actions, omissions or conditions outside the tour company's control. The Guest assumes complete and full responsibility for, and hereby releases the tour company from all safety and security conditions of destinations, during the length of the proposed travel.

By embarking upon travel, the Guest voluntarily assumes all risks involved in such travel, whether expected or unexpected. Guest is hereby warned of the above risks as well as possible travel industry bankruptcies and disruptions, and is advised to obtain appropriate insurance coverage against them, which is available at an extra cost through other sources.

Guest's payments, retention of tickets, reservations or bookings after issuance or actual travel shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members. Your price is not subject to increase after you make full payment, except for changes resulting from changes you make to your confirmed itinerary or increases in government imposed taxes and fees.

All trips are subject to Gabi Food Adventures' standard terms and conditions, which are found on our website [www.GabiFoodAdventures.com](http://www.GabiFoodAdventures.com) and by request. Please review the terms and conditions carefully prior to completing your reservation. To assist your review the following are a partial list of the terms and conditions: We have the right to make partial changes to the stated itinerary. We charge different prices for single and double occupancy and those prices are clearly presented on the website. We charge a single supplement to individual Guests to account for higher costs of providing private accommodations.

Trip prices include accommodations, cooking instruction, tours, tastings, ground transportation and transfers during the program, and most meals as listed in the itinerary. We serve and include

wine and bottled water with our meals, but not cocktails. Airfare is not included. Prices are subject to change without notice.

A \$2,000 per person deposit is required to reserve a space in a program. The balance is due 60 days prior to departure for this trip. If making a reservation within 59 days of departure, payment is due in full at time of booking.

For cancellations 60 days or more prior to departure, fees paid are refunded less the \$1,250 - \$250 of this deposit is non-refundable; however, as a courtesy, we allow the other \$1,000 to be applied towards another Gabi Food Adventures program departing within one year. Cancellations made 59 days or less prior to departure will result in the loss of all monies received. Exceptions to this cancellation policy cannot be made for any reason, including personal emergencies. There is no refund for leaving a program early or arriving late. We reserve the right to cancel any program prior to its start, in which case all monies received by us will be refunded. In the event of cancellation, we are not responsible for any loss incurred on account of nonrefundable or non-transferable air tickets or other unrecoverable travel costs.

**(720) 438-7888** [gabifoodadventures@gmail.com](mailto:gabifoodadventures@gmail.com)

We strongly recommend travel insurance as well as provide health insurance coverage abroad. Our Culinary Adventures require guests to be in good health and be physically fit.

There are no general age limitations on trips, but we expect guests to be in good general health, have a flexible and adventurous attitude and the ability to keep up with group activities as described in the program itinerary.

By sending a deposit, you certify that you do not have any physical condition or disability that would create a hazard for you or other Guests. All Gabi Food Adventures trips involve physical activity that can be moderately demanding, including the risk of serious personal injury, including permanent disability and death from accident, illness or the actions or negligence of other persons. In addition, there are other risks, such as theft or loss of or damage to property.

The Guest hereby acknowledges that they have voluntarily applied to attend a trip organized by Gabi Food Adventures and that Gabi Food Adventures relies in part on others to provide cooking instruction, overnight accommodations, personal tours and transportation to and from such tours.

Gabi Food Adventures while exercising reasonable care in selecting such premises and independent contractors, does not guarantee without limitation their suitability or performance. In the event a lessor, independent contractor or contractors fail to provide or perform in a manner which materially diminishes the services or accommodations provided to the Guest, Gabi Food Adventures' liability shall be limited to refunding an amount to the Guest from the fee paid which



approximates the percentage of the Gabi Food Adventures's program which has been compromised or lost.

Except as provided above, Guest further herein acknowledges and agrees to release, absolve, indemnify and hold harmless Gabi Food Adventures, its organizers, sponsors, shareholders, and employees from any injury or loss caused by or resulting from the leased accommodations or employment of any and all independent contractors (the "Agreement"), unless such injury or loss resulted from the gross negligence of Gabi Food Adventures in selecting such premises or employing such party.

This agreement shall also serve as a release and assumption of risk from our Guest's heirs, executors, administrators, and all members of Guest's family.

Guest has carefully read this Agreement, understanding that he/she/they are releasing certain legal rights that they otherwise have and enter into this Agreement freely and voluntarily. Guest understands that Gabi Food Adventures, in accepting my application to attend, does so based on this representation.

Guests are responsible for checking passport and visa requirements for each country he/she/they will visit during their Culinary Adventure.

**HAVE READ AND UNDERSTAND THE 'Gabi Food Adventures Inc' TERMS & CONDITIONS AS WELL AS THIS CONSUMER DISCLOSURE NOTICE AND AGREE TO ALL PROVISIONS DESCRIBED HERE IN.**

Yes, I choose to purchase travel insurance.

No, I decline to purchase travel insurance and assume any financial loss should I not be able to take any part of this trip.

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SIGNED \_\_\_\_\_

DATE \_\_\_\_\_