

Risk Release and Indemnification

Golden Bee Tours, LLC

The undersigned (the "Participant"), hereby acknowledges, represents and agrees to the following:

1. The *Jewels of the Riviera* program (the "Program") may require the Participant to participate in activities for which a minimum level of fitness is required. The Participant declares that he/she is physically fit to participate in any and all such activities and will not require assistance from the Program's directors, guides or other persons acting on behalf of Golden Bee Tours, LLC ("GBT"). The Participant declares that he/she is medically qualified for international travel and has no known medical or physical limitations which necessitate additional accommodations. Should the Participant have or incur any condition which will necessitate additional accommodations, the Participant hereby agrees to assume all costs that may arise directly or indirectly from any such conditions or limitations. GBT reserves the right to decline to accept any person(s) as a member of the tour at its own discretion.
2. The Participant is responsible for the cost of his/her own air or train or car travel to and from Nice, France.
3. While participating in the Program, the Participant will reside with the other Program participants in the hotel selected by GBT.
4. GBT has exercised careful consideration with regard to the safety and well being of the Program's participants, including the Participant. However, GBT assumes no liability for injury, damage, loss, accident, delay or irregularity in connection with the services of any airplane, automobile, train, cable car, motor coach, metro or other conveyance, or for the acts or defaults of any company or person engaged in conveying passengers in carrying out the arrangements of the Program. GBT does not accept any responsibility for losses or additional expenses due to causes beyond its control including, but not limited to, delay or changes in air transportation or other services, sickness, weather conditions, strikes and war. All such losses or expenses will be borne by the Participant.
5. GBT reserves the right to make such alterations to the published itinerary of the Program as may be deemed necessary should circumstances warrant that such alterations would be in the best interest of tour participants, or for any operational reason. If Participant adds new activities to the Program to specifically suit his/her interests, its cost(s) is (are) the Participant's responsibility; it is understood that any airfare, rail, or automobile arrangements made by the Participant is solely a matter between him/her and those companies. GBT accepts no liability for any carrier's cancellation penalty incurred by the purchase of a non-refundable ticket connected to the Program.

6. The *Jewels of the Riviera* tour Program 's purchase price is \$4,300 double occupancy of hotel room and additional \$500 for single occupancy.

Tour prices are based upon foreign exchange rates available on January 31st, 2017. In the rare event that the US dollar suffers a sudden and drastic loss against the currency at tour's destination (France), GBT reserves the right to adjust prices as may be necessary at the time. Accordingly, GBT, in receiving payments, does not undertake that the price payable will remain unchanged. Increases due to cost of land arrangements or international currency fluctuations will be passed on to travellers, provided notice of same is given prior to commencement of the tour. The Participant shall then choose between (i) remit any additional payment required under this Paragraph 6 to GBT prior to departure of the Program or (ii) choose not to join the Program and have his payments - minus \$500 of the \$1,000 deposit paid - refunded by GBT.

7. All personal items including, but not limited to, any luggage and baggage, are entirely the Participant's responsibility at all times.

8. The Participant agrees to indemnify and hold harmless GBT, its officers, directors, agents, employees, controlling persons and assigns (GBT and each such person being an "Indemnified Party"), from and against all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, or otherwise, which are related to or result from the performance by GBT of the services contemplated by or the engagement of GBT pursuant to this Risk Release and Indemnification (the "Agreement") and/or the Program and will promptly reimburse any Indemnified Party for all reasonable expenses (including reasonable counsel fees and expenses) as and when incurred in connection with the investigation of, preparation for or defense arising from any threatened or pending claim, whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by the Participant. The Participant will not be liable to any Indemnified Party under the foregoing indemnification and reimbursement provisions (i) for any settlement by an Indemnified Party enacted without its prior written consent (which consent shall not be unreasonably withheld); or (ii) to the extent that any loss, claim, damage or liability is found in a non-appealable judgment by a court of competent jurisdiction to have resulted solely from GBT's willful misconduct or gross negligence. The Participant also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Participant, its attorneys, agents or creditors related directly and/or indirectly to or arising directly and/or indirectly out of the engagement of GBT pursuant to, or the performance by GBT of the services contemplated by this Agreement and/or the Program, except to the extent that any loss, claim, damage or liability is found in a non-appealable judgment by a court of competent jurisdiction to have resulted primarily from GBT's willful misconduct or gross negligence.

9. The Participant acknowledges that the Program is limited to a maximum of twelve (12) tour participants and that they are chosen on a first-come, first-served basis upon receipt of \$ 1,000 deposit (the "Deposit") upon registration, and full payment of the balance 90 days prior to tour

date, or by July 12th, 2017. The first 12 people to pay the Deposit will have priority to participate in the Program until July 12th, 2017, the date when payment in full must be received by GBT. In the event that the Participant's Deposit is received after the first 12 people have paid the Deposit, but before said 12 people have paid the balance of the Program cost, the Participant agrees that his/her Deposit shall be held in escrow by GBT and the Participant shall be put on a waiting list in the order in which their Deposit was received. Should one of the original 12 people cancel or fail to make payment in full by July 12th, 2017, the Participant will be notified by GBT that space has become available. The Participant will then have the option to either (i) pay the full Program purchase price within 48 hours or (ii) have his/her payments returned in full - minus a service fee of \$500.

10. Cancellation/Refund Policy: If Participant cancels a tour before 90 days of tour's start date, he/she will receive a refund of all amounts paid minus \$ 500, or half the Deposit; no refund is available for cancellations made 40 days or less of tour's date, no matter what the circumstances.

If GBT cancels a tour: In the rare event that GBT is forced to cancel a tour due to unforeseen circumstances beyond its control (weather-related disasters, political turmoil, strikes, etc) that may deem travel unsafe for the Participant, or if a minimum number of people (8) is not reached, GBT reserves the right to cancel the tour, in which case no liability shall fall upon GBT. The Participant will then receive a full refund of all amounts paid.

11. e Participant acknowledges that he/she has been advised of the importance of purchasing trip cancellation insurance that will protect him/her from losing his/her payment should an unexpected situation arise before or during the Program which would prevent him/her from going on or staying in the Program. The Participant has chosen to _____ purchase OR _____ decline such insurance*.

(*Initial your choice).

12. The Participant understands that GBT may be photographing and/or filming the Program and that their image may be captured on such media. The Participant hereby _____ grants OR _____ declines GBT permission to freely reproduce his/her image in such photographic, film and/or electronic medium strictly for its promotional and/or commercial use*.

(*Initial your choice).

13. This Agreement and all issues arising out of the Program shall be governed by and construed solely and exclusively under and pursuant to the laws of the State of Florida as applied to agreements among Florida residents entered into and to be performed entirely within Florida. The Participant and GBT expressly and irrevocably (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted exclusively in the Florida State Supreme Court, County of Broward, or in the United States District Court for the State of Florida, (2) waive any objection which the Participant or GBT may have now or hereafter to the venue of any such suit, action or proceeding, and (3) consent to the jurisdiction of either the Florida State Supreme Court, County of Broward, or the United States District Court

for the State of Florida in any such suit, action or proceeding. The Participant and GBT further agree and accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the State of Florida Supreme Court, County of Broward, and agree that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it in any such suit, action or proceeding. THE PARTICIPANT AND GBT AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE PROGRAM OR ANY OTHER AGREEMENT CONTEMPLATED HEREBY. THE PARTY PREVAILING THEREIN SHALL BE ENTITLED TO PAYMENT FROM THE OTHER PARTY OF ALL OF ITS REASONABLE COUNSEL FEES AND DISBURSEMENTS.

14. GBT accepts payments by check or by credit cards through by Paypal.

15. Signature

The Participant hereby certifies and represents that he/she has read and fully understand this entire Agreement and that he/she agrees to be bound by the terms set forth above.

Participant's Signature

Print Full Name

Address

Phone Number

Dated
