

# HEALtours CLIENT CONTRACT

**\*\*Each person registering must have their own contract**

**\*\*Please print clearly in ink**

**TOUR DATE YOU'RE BOOKING:** \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email (please print clearly) \_\_\_\_\_

Are you registering with another person you plan to share a room with? \_\_\_\_\_

If so, what is their name? \_\_\_\_\_

How will you be traveling to Sedona for the tour? Flying or driving? \_\_\_\_\_

If flying, will you be renting a car or taking the AZ Shuttle to the hotel? \_\_\_\_\_

Do you have any food allergies? If so, please list: \_\_\_\_\_

\_\_\_\_\_

Emergency Medical Contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Numbers: (home) \_\_\_\_\_ (cell) \_\_\_\_\_

## TERMS & CONDITIONS

Please read the terms and conditions of this legally binding contract carefully. In completing registration for a HEALtour, you agree to be bound by these conditions, which constitute the entire agreement between HEAL Enterprises, LLC, a Colorado limited liability company (“HEALtours”) and you, the “Client.” This agreement affects the legal rights of Client and their families and must be read carefully. It must be signed by Clients eighteen years and older or by a parent or guardian of all minor Clients (those under 18 years of age). The parent or guardian (referred to in this document as “Parent”) signs and agrees for himself or herself and on behalf of the minor Client. From this point forward, the term “Client” will include both adults and minors.

**\*\*Disclaimer: The information you receive on your HEALtour is not intended to diagnose, treat, cure, or prevent any illness. The contents of the tour are for informational purposes only and are not intended to be a substitute for medical advice, diagnosis, or treatment. Never disregard professional medical advice or delay seeking treatment due to information you anticipate receiving, or receive on your HEALtour.**

### 1. Health Requirements and Assumption of Risk

This Agreement reflects the intent of Client to accept the inherent risks of the activities conducted on a particular tour, whether or not such activity is specifically identified below, and to release HEALtours from liability for any resulting injury or death. Client hereby expressly acknowledges and assumes all such risks, inherent and otherwise and whether or not described herein, and voluntarily chooses to participate in the activity, accepting responsibility for all such risks, and for injuries or other losses which may be encountered.

- a. Risks: The risks of the activities include, among others, the following:
  - i. All manner of injury resulting from walking, running, jumping, hiking, climbing, falling or fainting;
  - ii. Cuts, abrasions, torn ligaments, pulled muscles and other trauma or injury resulting from the physical exertion required by the activities;
  - iii. All injuries caused by exposure to inclement weather and inclement heat;
  - iv. All injuries caused by venomous or potentially dangerous wild animals;
  - v. All injuries caused by heavy physical exertion at high elevations including altitude sickness;
  - vi. All injuries caused by bouldering or hiking on potentially dangerous terrain with poor footing; and

- vii. All injuries caused by naturally occurring disasters including but not limited to rock slides, flash floods and animal attacks.

**It is the responsibility of each guest to be aware of their physical abilities or limitations, and to be in sufficient good health to undertake the tour. To make the most of this journey and experience each of the tour destinations optimally, you should be able to be on your feet and walk unassisted for at least two to three hours (often over uneven ground or pathways).**

Client is not required to participate in every planned and included group activity; however non-participation is not cause for a refund or partial refund. For those desiring additional exercise, your tour allows free time in the early mornings and on Wed., your free day from tour activities. I will be happy to recommend my favorite hikes to you if interested.

## **2. Registration & Deposit**

Early registration is essential to guarantee space on the tour date you desire. To register for the HEALtour of your choice, please print the 'Client Contract' on the HEALtours.com website, complete it and return via scan/email to [healtours@gmail.com](mailto:healtours@gmail.com) or mail to HEALtours, 1038C Fontmore Rd., Colorado Springs, CO 80904.

**A non-refundable deposit of \$500 per person is required at the time of booking to hold your spot on the Tour.** Once your Client Contract is returned, you will receive an Invoice via email for this payment. This is due upon receipt, and your spot on the tour is not reserved until paid. You may pay via mailed check written on a U.S. Bank, payable to 'HEALtours' (which is preferred) or with debit/credit/Paypal via the link in the email. Your deposit will be credited toward your final payment.

## **3. Final Payment**

**100% of the Tour price is due 60 days before your Tour start date and is non-refundable at that time.** You will receive an Invoice via email for this final balance (\$4499.00) approximately 90 days before your Tour. This is payable via mailed check written on a U.S. Bank, payable to 'HEALtours' (which is preferred) or debit/credit/Paypal via the link in the email.

**If you register for your Tour within 60 days of the Tour start date, your non-refundable payment in full (\$4999.00) is due at the time of booking.** You will receive an Invoice for this via email as soon as your Client Contract is returned, and is payable via the same methods as above.

If HEALtours does not receive the Final Payment for your tour by the final payment deadline, it will be assumed you will not be participating in the tour, and your spot will be released.

## **4. Discount for 2 people sharing 1 room at Los Abrigados**

If two people register together and choose to share one King Bedroom Unit at the Los Abrigados Resort, they will receive an overall discount of \$1,000.00; awarded as a \$500 reduction in tour cost per person. This will be subtracted from the Final Payment and each person will owe a balance of \$3999.00.

## 5. Cancellation Policy

All Cancellations Must Be Made In Writing via email to [healtours@gmail.com](mailto:healtours@gmail.com), and are effective upon receipt by HEALtours.

**\*DEPOSITS & FINAL PAYMENTS are non-refundable, however are transferable.** If you are unable to attend, you may transfer your deposit and final payment to another participant for the same tour date. Client shall protect its payments hereunder and all purchases of airfare with Travel Insurance and assumes all risks involved with travel including but not limited to travel industry bankruptcies, medical emergencies, climatic disruptions and any personal emergency. If Client's travel is delayed or cancelled for any reason, there shall be no refund. No refunds are given for cancellation on or after the day your tour begins, or for unused portions of the tour, for any reason.

## 6. INCLUDED IN YOUR TOUR

### Los Abrigados Resort & Spa ("Resort")

**Your HEALtour includes Seven (7) nights (Sat. – Fri.) hotel accommodations in a 1 King Bedroom Unit, complete with kitchen, living area and lovely patio/balcony.**

**Registration:** Upon receipt for final payment, HEALtours will automatically make your reservation at Los Abrigados. There is no need for you to contact the hotel ahead of your tour unless you have specific questions about the resort, etc. Your room rate, as well as all state and local taxes and a daily \$20 resort fee are all included in your final payment. Simply go to the front desk the day your tour begins and tell them you are checking in under your name with the HEALtours group.

**\*Upon check-in,** you will be required to provide the hotel with a valid debit/credit card to provide a one hundred dollar (\$100) deposit for any incidentals you incur during your stay (ie: spa services, additional room cleaning etc.)

**Resort Information:** Your stay includes WiFi, fitness center, fitness classes, recreational facilities (18 hole mini-golf, tennis and sport court), garden gas grills, pools and spa tub, fire pit, creekside park, 24 hour business center (computer/internet and boarding pass printing).

**Check-in time begins at 4pm and check-out time is 10am.** If rooms are requested prior to check-in time, early arrivals will be accommodated per availability, however, are not guaranteed. Late check-out may be accommodated per availability. Each guest room is required to have one adult (21 years of age or older) check-in and occupy the room throughout the entire stay. The Resort cannot guarantee rooms will be near each other or specific unit locations will be honored.

**Daily housekeeping services** are not included, however you will receive one mid-week cleaning and restock of supplies for free. Additional cleaning is available for a nominal fee.

**Bellman and storage facilities** are not readily available at the resort.

**As a courtesy to all guests**, the Resort asks that you do not crowd and keep the noise volume low in hallways/rooms especially after 10pm. Please be aware that excessive noise complaints may result in a fifty dollar or more (\$50+) penalty.

## **Meals**

**Your HEALtour includes ALL meals (breakfast, lunch & dinner) on the 5 Tour Days: Sun., Mon., Tues., Thurs., & Fri.**

Breakfast will be provided at Los Abrigados Resort during the morning workshop with Donna Ballenger, and lunch & dinner will be provided at the wonderful area restaurants.

There will be no menu restrictions. This is *your* vacation and HEALtours wants you to experience all Sedona has to offer. Dinner will include 2 cocktails if you wish. You are responsible for your own meals on your Sat. travel days and on Wed., your free day.

## **Tour Transportation**

**Transportation to all tour restaurants and itinerary destinations will be provided on the 5 Tour Days; Sun., Mon., Tues., Thurs. & Fri.** Participants are responsible for their own transportation to optional excursions outside of tour hours and on Wednesday, the free day of the tour.

## **7. Resort Liability/Claims**

The Client acknowledges and agrees that on behalf of itself and all of its family members, guests and invitees, shall be responsible for any and all damage to any rooms and any other portions of the Resort or Resort property and for any claims or injuries, which arise from or relate to their access, presence at and/or use of the Resort. The Resort will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the hotel prior to, during or following the Client's stay.

## **8. Governing Law/Determination of Disputes**

This Agreement shall be interpreted, construed and governed according to the laws of the State of Colorado. Any disputes that arise under this Agreement, even after the termination of this Agreement, will be heard only in the State courts located in the City of Colorado Springs, State of Colorado. Client expressly agrees to submit itself to the jurisdiction of the foregoing courts in the City of Colorado Springs, Colorado. Client expressly waives any rights it may have to contest the jurisdiction, venue or authority of any court sitting in the State of Colorado.

## **9. Indemnification**

Client hereby indemnifies, defends and holds harmless HEALtours, including but not limited to any person or entity which controls, is controlled by, or is under common control of HEALtours, and HEALtours' respective officers, employees, managers, partners and members (each an "Indemnatee") from and against any and all claims, demands, losses, expenses, and any other liabilities whatsoever, whether adjudicated or not, including without limitation, cost and attorney fees (Claims), to which Indemnatee is subjected by reason of any act or occurrence

related to or arising from Client's assumption of risk under this agreement, breach of this agreement, or Client's negligence.

#### **10. Not Included In Your Tour**

Participants are solely responsible for their travel to and from Sedona, AZ for their participation in the tour. HEALTours is not responsible for any airline or travel delays, or any cancellation or penalties incurred. Participants are also responsible for any meals and excursions on their Sat. travel days to and from Sedona, as well as on Wednesday, the free day of the tour. Participants are also responsible for any expenses of a personal nature such as laundry, spa services and shopping.

#### **11. Tour Cancellation**

HEALTours reserves the right to cancel any tour prior to start date due to conditions that are likely to be hazardous or dangerous, or due to any other adverse or threatening conditions whether political, military, sickness, weather, acts of God or if an act or omission of a third party prevents the tour or an aspect of the tour from being undertaken in accordance with your booking or for any other reason considered necessary by HEALTours.

If this occurs, your full payment will be refunded without any further obligation on the part of HEALTours. All refunds will be issued via check within 30 days of cancellation. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss of time or inconvenience which may result from such cancellation including but not limited to travel expenses to and from Sedona, gear purchases, etc.

HEALTours also reserves the right to decline to accept or to retain any person as a member of the tour; or to require a participant to withdraw from the tour at their own expense when such an action is determined by HEALTours to be in the best interest of the participant's health and safety, and that of the group in general. No refund will be made for the unused portion of any tour.

#### **12. Itinerary Changes**

In the event it becomes necessary or advisable to alter the itinerary for any reason whatsoever, without notice to the client, such alterations will be made without penalty to HEALTours. This is not cause for a refund.

#### **13. Permission to Use Photo & Video**

By participating in a HEALTour, Client hereby grants permission to the rights of their image, likeness and voice as recorded on audio or video tape without payment or any other consideration. Client understands that such image may be edited, copied, exhibited, published or distributed and waives the right to inspect or approve the finished product wherein Client's likeness appears. Additionally, Client waives the right to royalties or other compensation arising or related to the use of such image or recording. Client also understands that this material may be used in various publications, public affairs releases and promotional materials. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

#### **14. Limitation of Liability**

HEALtours acts only as the agent for the supplier with respect to hotel accommodations, restaurant meals, transportation vehicles, and tour destinations and exercises every care possible. However, I can assume no liability for injury, damage, delay, loss, accident, or irregularity in connection with the services of these tour suppliers. Neither HEALtours nor Donna Ballenger will be responsible for loss, injury, damages or expenses to persons or property due to illness, weather, strikes, local laws, hostilities, wars, terrorist acts, acts of nature or other such causes in connection with the tour or anything beyond their reasonable control. HEALtours is not responsible for transportation or other tour delays and changes, nor additional expenses or loss of time that may be incurred. All such losses and expenses will be the responsibility of the Client.

#### **15. Privacy Policy**

Any information gathered on the HEALtours website or from your Client Contract is strictly for HEALtours use and is not shared with any other entity, public or private, other than for legitimate business purposes of HEALtours.

#### **16. Severability**

This Agreement is intended to be binding, to the fullest extent of the law, on all persons signing below, and their respective successors, heirs, executors, administrators and family member. If any provision or clause of this Agreement is held or declared to be void, illegal, or unenforceable for any reason, the offending provision or clause shall, if possible, be reformed by the authority making such decision in such manner as will implement, to the fullest extent legally permissible, the expressed intentions of the parties hereto without illegality or unenforceability. If such reformation is not possible, the offending provision or clause shall be stricken and all other provisions and clauses of this Agreement shall nevertheless remain in full force and effect.

#### **17. Release**

Client (for himself/herself or on behalf of a minor), hereby agrees to release, hold harmless and discharge HEALtours, its owners, members, managers, employees, officers, and contractors ("Released Party") from all claims and liabilities in any way arising from or connected with Client's, or the minor Client's, enrollment or participation in any of the activities associated with the above tour. Client understands that by signing this document, he/she surrenders his/her rights, and the rights for the minor, to make a claim or file a lawsuit against HEALtours or any other Released Party for personal injury, property damage, wrongful death, or otherwise.

The undersigned represents and warrants that he/she has read and understands the above terms.

Client Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*Please SCAN and EMAIL your Client Contract to: [healtours@gmail.com](mailto:healtours@gmail.com) OR

MAIL to: HEALtours, 1038C Fontmore Rd., Colorado Springs, CO 80904 (2 stamps required)