

**TERMS AND CONDITIONS FOR:
REStore 3.0 São Miguel, Azores
October 1-8, 2023
Liz Montigny**

Aqua is a private eco village made up of beautiful Villas and located just 800 yards from the beach “Praia do Pópulo”. Here you will awake in the morning with the sea breeze on one side and the view of the picturesque green mountains on the other side. It is in the comfort, sophistication and simplicity of each villa that you find the perfect symbiosis between land and sea

What’s Included:

- Seven luscious nights at the stunning AQUA villas (with early check in on arrival day).
- Twenty-one (21) delicious meals as indicated on the itinerary!
- Daily group gatherings
- Transportation to and from João Paulo II airport (São Miguel)
- Welcome reception
- All transfers while on retreat program
- *Ribeira Quente—Beach and then Dona Beja at night.
- *Furnas--Terra Nostra Botanical Gardens-Featuring swimming Hot Springs & Jacuzzi
- Gratuities
- Wi-Fi

What’s Not-Included

- We are not responsible for your round-trip flight from your home to São Miguel, Azores.
- Alcoholic beverages (except wine at dinner time), non-included drinks, souvenir shopping and laundry services are not included.
- Also not included are: items of a personal nature such as, gifts, toll calls, excess baggage, medical costs, the costs of hospitalization and evacuation from remote areas, travel insurance and additional expenses arising from the delay or extension of a trip due to weather, political disputes, sickness, failure of transportation, or other causes beyond our control.
- Gratuity for any additional massage services is not included.
- Other non-included items would be: any other activities, and tours not included in our package.

*Itinerary subject to change without notice.

Payment

A non-refundable deposit of \$500.00 USD with your trip registration form is needed to hold your spot. Final payment is due: August 1st, 2023. All payments are by Visa or MasterCard, Paypal, money order or cashier's check, made out to “(Perfectly Planned LLC)” All payments must be received in the office on or by August 1st, 2023. We cannot

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make exceptions to this policy. You can set up a payment plan with Perfectly Planned LLC.

Cancellation and Refunds

Deposit is non-refundable. Any cancellation received in writing from 90 days will result in a loss of 50% of the trip price. Any cancellation between 59 days and the trip departure will result in a total loss of funds. We reserve the right to cancel the trip if it is not meeting the trip minimum (if we do so your deposit is refunded). Trip cancellation insurance is strongly recommended if there is a possibility that you might have to cancel your trip. All cancellations must be made to (Anna Soares) in writing and any refund requests must be made in writing to (Anna Soares) within 30 days of the return date. Please send written requests to: (15 Lake St, Somerset, MA 02726).

Perfectly Planned reserves the right to cancel any trip prior to departure for any reason whatsoever, including an insufficient number of participants or logistical problems (e.g. acts of God, war, strikes, etc.), which may impede trip operations. The refund of all payments as described in the paragraph below shall release Perfectly Planned LLC from any further liability. A trip cancellation due to insufficient numbers would normally occur at least a month prior to departure, unless acts of God, war, strikes or other events impede our departure causing large numbers of participants opt to cancel participation on the journey in the last days before departure.

Perfectly Planned LLC must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled date on which we embark. If a trip is cancelled due to forces beyond our control (acts of God, war, labor strikes, earthquake, flooding, etc.), Perfectly Planned LLC will promptly refund the portion of the trip cost not advanced to suppliers. Perfectly Planned LLC will use its best efforts to recover advance payments as promptly as possible, and will refund to you the amount recovered, if any. However Perfectly Planned LLC does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceeding in foreign lands. This policy applies to a trip cancellation by client choice following any necessary increase in trip costs.

PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

ASSUMPTION OF RISKS

I _____(registration name), acknowledge that I have voluntarily applied to participate in the retreat designated above. I am voluntarily participating in the retreat with knowledge that travel involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. I also understand that certain conditions abroad vary and may not be the same as in the US. (for example, air conditioning may not be as "cold"). I understand and accept all the conditions of traveling abroad. I assume the risk of negligence on the part of (Perfectly

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Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny), their affiliated organizations and their employees, teachers, volunteers or other agencies in connection with said retreat.

I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY CLICKING THE (ACCEPT) CHECK BOX ON THE REGISTRATION FORM.

RELEASE

AS LAWFUL CONSIDERATION for being permitted by (Perfectly Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny), to participate in such retreat and accompanying activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue (Perfectly Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny), or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the retreat.

(Perfectly Planned LLC & Liz Montigny Coaching,) shall not be liable, directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to the following causes: acts of God, pandemics, epidemics, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft, negligence including negligence of (Anna Soares & Elizabeth Montigny), default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

I therefore release and discharge (Perfectly Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny), and their agents, employees, teachers and volunteers from and against any and all liability arising from my participation in the retreat even though that liability may arise out of negligence or carelessness on the part of (Perfectly Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny), or their affiliate agents, employees, teachers or volunteers.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall (Perfectly Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny) be liable to any retreat participant for more than the land cost of the retreat applied for on this document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under the "Cancellation and Refunds" section below. All applications are subject to acceptance by (Perfectly Planned LLC & Liz Montigny Coaching), (Anna Soares & Elizabeth Montigny). Upon acceptance of my application, this agreement shall be deemed to have been entered into at (Somerset, MA) and shall be construed according to the laws of the State of (MA). In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be (Somerset), (USA), (MA).

I HEREBY ACCEPT THE ABOVE THREE PARAGRAPHS AND VERIFY THIS STATEMENT BY CLICKING THE (ACCEPT) CHECK BOX ON THE REGISTRATION FORM.

Itinerary at a Glance*

Day 1

Sunday, Oct 1

Your journey begins when you have arrived on the beautiful island of Sao Miguel in the Azores.

You will have time to rest and settle in. Our first evening together, you will join Liz Montigny and the rest of your RESTore friends for a special welcome reception & dinner. You most likely will be filled with excitement and will not want to sleep, but once you step inside your room for the night, your bed will be calling your name!

Days 2-5

Monday - Thursday
Oct 2 – 6

Prayer*

Masterminds

Adventures in the afternoon:

Visit to Nossa Senhora da Paz (Our Lady of Peace Chapel)

Terra Nostra Botanical Gardens

Dona Beja

*Prayer based on Catholic spirituality.

Day 6

Friday, Oct 7 --Free Day

Day 7

Saturday, Oct 8

Ribeira Quente—Beach, late lunch/early dinner then visit Dona Beja (hot thermal springs/bath)

Day 8

Sunday, Oct 9

Mass—optional

Afternoon Departure for Boston

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I have read and agree to all the terms outlined.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents of this agreement. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself (Liz Montigny Coaching & Perfectly Planned LLC) and I sign it of my own free will.

EXECUTED THIS _____ DAY OF _____ 20____

SIGNATURE _____

PRINT NAME AS SIGNED _____