

AGREEMENT

This Agreement is between BayernTrips, LLC, a Michigan Limited Liability Company of PO Box 279, Ironwood, Michigan 49938 and _____ (Participant(s)) of _____.

[PLEASE PRINT FULL NAME(S) AS IN EACH PASSPORT AND INCLUDE MAILING ADDRESS]

Mustard Club 1516

July 16, 2016 – July 24, 2016

STARTS: MUNICH AIRPORT TERMINAL 2

- \$1,282* per person, double occupancy, or
 \$1,815* for single occupancy

* Estimated Price – Prices vary depending on the number of final participants – see attached table below. Displayed price is based on 16-20 participants.

Services Include:

- 8 nights of Lodging
- 2 meals per day – breakfast, plus lunch or supper, one beverage.
- Admission/Transport to Eagle's Nest (Kehlsteinhaus) and NS-Documentation Center
- Boat trip on Königsee in Berchtesgaden & Regensburg
- Admission Bavarian State Exhibition "Bier in Bayern"
- Escorted Walking Tour of Passau & Munich Old Town
- Transportation to/from Group events – a combination of busses, trains, subways, and trams may be used. If you choose to go on your own or miss a group meeting time/location, you must pay your own fare!

OPTIONAL: PRE TRIP

JULY 14, 2016 – JULY 16, 2016

STARTS: MUNICH AIRPORT TERMINAL 2

ENDS: MUNICH AIRPORT TERMINAL 2

- \$ 651*per person, double occupancy, or
 \$ 781* for single occupancy

* Variable Pricing depending on final number of participants. Price displayed is maximum price, using the train. At 10 people, we will use a private bus and include stops at Kloster Andechs, the Wieskirche and back to meet the main group on July 16, likely to rendezvous at Brauerei Unterl in Haag in O.B.

Services Include:

- 2 nights of Lodging
- 2 meals per day – breakfast, plus lunch or supper, one beverage.
- Transportation: < 10 Train or > 10 Bus
- Admission to Neuschwanstein and Hohenschwangau Castles

OPTIONAL: Raft Trip

Saturday, July 23, 2016

- Raft Trip Saturday, July 23, 2016

Services Include:

- Estimated Cost: € 150 per person.
- Confirmation expected in early Jan 2016 and you will be asked to pay for this item separately within 10 days. This item is non-refundable. USD-EUR exchange will be determined by prevailing rate at that time.
- Includes: Live Music on board, Brotzeit on board, Beer & Soft Drinks on board, warm lunch, transport to and from Raft.
- *Note: This is a highly sought after activity and books up quickly. The raft also departs if it is raining although a rain cover will be erected. There is some chance, however, that the raft company will cancel the trip for water levels being too high or too low, or in case of severe thunderstorms. In the case that the raft company cancels, you would receive a refund*

OPTIONAL: POST TRIP

JULY 24, 2016 – JULY 26, 2016

STARTS: MUNICH HAUPTBAHNHOF

ENDS: FRANKFURT AM MAIN FLUGHAFEN

- \$ 634*per person, double occupancy, or
 \$ 844* for single occupancy

* Variable Pricing depending on final number of participants. Price displayed is maximum price

Services Include:

- 2 nights of Lodging
- 2 meals per day – breakfast, plus lunch or supper, one beverage.
- ICE ticket from Munich to Mainz
- KD Ship ticket Mainz-St. Goar
- Train ticket St. Goar – Bacharach – Mainz
- S-Bahn ticket to Frankfurt Airport

1. VARIABLE PRICING

	5 or less	6 - 10	11 - 15	16 - 20	21-25	26-30	31-35	36-40
Main	\$ 2,711	\$ 1,800	\$ 1,496	\$ 1,282	\$ 1,203	\$ 1,151	\$ 1,113	\$ 1,085
	\$ 3,244	\$ 2,333	\$ 2,029	\$ 1,815	\$ 1,737	\$ 1,684	\$ 1,647	\$ 1,619
Pre	\$ 651	\$ 606	\$ 504	\$ 453	N/A	N/A	N/A	N/A
	\$ 781	\$ 727	\$ 604	\$ 543	N/A	N/A	N/A	N/A
Post	\$ 634	\$ 518	\$ 479	\$ 460	N/A	N/A	N/A	N/A
	\$ 844	\$ 689	\$ 637	\$ 612	N/A	N/A	N/A	N/A

2. PAYMENT TERMS & IMPORTANT DATES

- A. Initial Booking: To reserve your space, the down payment is \$600.00, per person. If you opt for the Isar Raft trip, the applicable amount (Est. €150) will be transferred to the DER Tour, the Agent sponsoring the raft tour. That amount is then absolutely non-refundable after Jan 15, 2016, if the raft trip is, indeed, successfully booked.
- B. March 15, 2016: Any remaining rooms will be released and the final headcount will be made public and pricing finalized based on the table above.
- C. April 1, 2016: Final payment is due. If you cancel between 4/1/2016 and 5/31/2016, your total loss is limited to \$600 per person.
- D. June 1, 2016: Any cancellations between 6/1/2016 and 7/1/2016 will be refunded just \$250 per person
- E. July 1, 2017: Any cancellations received after 7/1/2016 will receive no refund.

Any amendments to the above policy must be in writing and signed by BayernTrips, LLC to be considered valid.

Although not expected, if BayernTrips cancels the trip for any reason, 100% of all monies paid by the participant to BayernTrips (minus credit cards fees, if applicable) will be promptly refunded.

Please remit payment with your contract to: BayernTrips LLC
c/o WoodTrust Bank
500 First Street, Suite 1000
P.O. Box 1725
Wausau, WI 54402 USA

3. RELEASE:

- A. The undersigned Participant, in exchange for permission to participate in the trip, voluntarily signs this agreement. Participant has the right to have this reviewed by any advisors including an attorney prior to signing it. Participant states that he or she understands that there are many risks inherent in the trip including but not limited to the risk of terrorist events, airplane and other transportation related accidents, criminal attacks, and that he or she fully accepts those risks. Participant understands and agrees that BayernTrips, LLC does not guaranty or warrant that the trip will be a safe trip.
- B. Participant fully understands the risks and the scope of activities involved in the trip and voluntarily assumes all risks of participation in the trip, including the risk of catastrophic injury and death, and damage or loss of property. Participant hereby waives and disclaims all liability due to any cause whatsoever against all those listed in paragraph 3A.
- C. In consideration of acceptance on the trip, Participant himself or herself, and on behalf of his or her heirs, successors, assigns and personal representatives agrees to indemnify, hold harmless, release and forever discharge BayernTrips, LLC, its members, managers, employees, volunteer, agents, promoters, owners from any and all claims and expenses, even if through negligence, including reasonable attorney's fees, for any injury, loss, or damage to personal property, including catastrophic injury or death, related to the trip events, or suffered by the Participant including those related to travel to and from the destinations within the trip. This shall include but not limited to any and all claims and expenses resulting from, or arising in connection with, any trip event, while engaged in the trip.
- D. I understand that I must obtain a valid Passport and any necessary Visas, enforcements, etc. Failure to present valid travel documents, or failure to pass through security, immigration, etc. is no fault of BayernTrips, LLC and will be treated as a cancellation as spelled out above.
- E. I understand that if I choose not to participate in a group event or miss the group meeting time/place I will not be entitled

to any refund for the missed activity.

- F. I understand that there is lots of walking! I certify that I can handle walking (upwards of 8 miles throughout a day), can stay on my feet for up to four hours inside and outdoors in all types of weather, and can climb stairs without an issue. And, I won't complain about it!
- G. I understand that I must be on-time for group events and that changes of schedule may be given verbally with short notice. If I miss a meet-up time, I will bear all the costs and inconvenience of catching up with the group.
- H. I understand that I must carry my own luggage. I certify that I will carry my own luggage, sometimes up a minimum of three flights of stairs or more.
- I. I agree that BayernTrips may use my image in various advertising campaigns and that my contact information may be given to future prospective guests.

4. GOVERNING LAW AND VENUE:

Unless preempted by federal or international law, this agreement shall be governed by Michigan law. Any action shall be barred unless commenced within 2 months from the date the trip begins. The parties consent to venue in Gogebic County, Michigan.

I have read and understand this Release of All Claims.

Participant's Signature

Name (Printed)

Participant's Signature

Name (Printed)

Date

E-mail Address