

**Life with Tania d/b/a Wanderlust Sisters:
Santa Marta, Colombia: Digital Nomad Stay**

This Digital Nomad Stay (DiNS) Agreement (“Agreement”) dated _____ is made between _____ (First and Last Name) (hereinafter referred to as “Participant”) the DiNS organizer, **Tania Maduro** (collectively “Organizer”) regarding the **Santa Marta, Colombia Digital Nomad Stay** at Santa Marta, Colombia (the “DiNS”).

Your attendance at the DiNS, as further defined below, is wholly voluntary, and subject to the terms and conditions contained within this Agreement.

DiNS Standards and Requirements

By agreeing to and reserving a place to attend the DiNS, you represent, warrant, and agree to the following:

- You are at least 21 years of age.
- You have read and agreed to the DiNS Terms and Conditions. _____ **(initial)**
- The information you submit in your application registration form is true, accurate, and complete, and you will maintain and update this information during the term of this Agreement so that it remains true, accurate, current, and complete.
- You will not exhibit prohibited behaviors listed with the separate Terms and Conditions.
- You will not violate any applicable laws, rules, regulations, or ethical codes.
- You will not impersonate any person or entity or make any false statement regarding your employment or affiliation with any person or entity.
- You will respect and adhere to local laws and ordinances of the United States of America and the Country of Colombia.

Article 1 – PARTICIPANT INFORMATION

Name & D/O/B _____

Have you filled out the application form: **Yes** **No**

Article 2 – HEALTH INFORMATION REGARDING PARTICIPANT

Do you have any physical, mental or other conditions that may interfere with your ability to safely participate in the DiNS or in the outdoor activities, yoga, meditation, massages, swimming, waterfall and other sight-seeing activities we will do there? (Examples may include heart conditions, asthma, pregnancy, back, neck or knee pain, etc.) Please also advise of any food allergies and allergies to any medications.

Yes, please see “Application Form” **No**

Article 3 - DiNS DETAILS AND PRICES

The details of the DiNS are as follows:

Name of DiNS: Building Sisterhood in Colombia

Type of DiNS: You will be immersed in a 14 or 28 day experience with the opportunity to explore yourself and build relationships with other women.

Dates: First Two Weeks Option: February 28th, 2025 - March 14, 2025 or Last Two Weeks Option: March 14th - March 28th, 2025 or Full Month Option: February 28th, 2025 - March 28th, 2025

Location: Santa Marta, Colombia

Fees: The cost of the DiNS ranges based on the length of stay you chose, two weeks starting at **\$1,100.00 USD** and going up to **\$1,800.00 USD** for the full month. This flat fee includes the following: 14 nights of accommodation; breakfast Monday through Friday; general refreshments, beverages, and other activities dependent on the time frame you come, refer to the calendar on the website <https://lifewithtania.com/digital-nomad-march-2025/#itinerary>. Additional information regarding this DiNS can be found in the promotional material provided.

The flat fee set forth in this Article does not include the following: anything not expressly listed above; airfare and any other travel costs to reach the DiNS; costs associated with passports, visas and customs; taxes; medical, travel or trip cancellation insurance; medical examinations and testing required for travel; vaccinations; optional meals; personal expenses (e.g. shopping or any excursions outside of group planned activities, transportation to non-group activities)/

Included Transportation: Transportation to and from scheduled excursions.

Article 4 – RESERVATION AND PAYMENT

At the time of your reservation at the DiNS, the Participant must review and sign this Agreement and return it to the Organizer with a non-refundable deposit of **10% of option, ie \$110 deposit for two week stay or \$180 deposit for full month stay.** (“Deposit”). This deposit counts towards the total cost of the DiNS, which is set forth in Article 3 above, depending on which option the Participant chooses.

All payments under this Agreement shall be made online on the dedicated booking WeTravel page at <https://tri.ps/aVx5i>. Participant must pay the applicable flat fee referenced in Article 3 by January 20th, 2025.

Article 5 – GUEST CANCELLATIONS

Participants need to purchase travel insurance. Travel insurance is not included in the cost of this trip. The Organizer will not be responsible for any additional fees paid by the Participant to any third parties, such as travel companies, airfare, etc. The Organizer shall provide for partial refunds as long as the request is made at the earlier of 30 (thirty) days before the scheduled trip starting February 28th. The

final date for a refund to be requested shall be January 27th, 2025. Upon a timely request, the partial refund shall be half of what has already been paid, but no more than **\$500.00 USD, not including the non-refundable deposit of 10%**. The refund will be paid out either as a bank check from Life with Tania or online via PayPal.

If conflict arises, the reserved party will be able to transfer their reservation to another party. The new party will then have to submit the **10%** deposit. The transferring party will not be afforded a refund as they are not formally requesting a refund, rather they are simply making a reservation transfer and the new reserved party will take place of the initial party at the DiNS.

Article 6 – HOST CANCELLATIONS

The Organizer reserves the right to cancel the DiNS up to thirty (30) days prior to the start of the DiNS, for any reason, in the Organizer’s sole and exclusive discretion. The Organizer reserves the right to make changes to any aspect of the DiNS or cancel at any time due to too few reservations, conditions at the destination including but not limited to, weather or other natural disasters, pandemics, interruption of transportation or a change in the U.S. State Department Travel Advisories (found at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>). The organizer will not be responsible for any additional fees paid by the Participant to any third parties, such as travel companies, airfare, etc. For additional information, please refer to the DiNS Terms and Conditions.

I have read and agree to Articles 3, 4, 5 and 6 _____ (Initial)

Article 7 – PROHIBITED BEHAVIORS

The Participant agrees not to use the DiNS for any unlawful purpose or any purpose prohibited under this article. The Organizer shall have the right to ask any Participant to leave the DiNS at any time if they are disruptive or violating any provision of this agreement.

Article 8 – PRIVACY POLICY

The Participant acknowledges that any Participant information, included but not limited to, personal information, transcripts, surveys, and recordings, if the Company reasonably believes that disclosure (i) is necessary to comply with a legal process; (ii) would potentially mitigate the DiNS liability in an actual or potential lawsuit; (iii) is necessary or appropriate to protect the DiNS’s rights or property, or the rights or property of any person or entity, or (iv) is necessary to deter illegal behavior (including, but not limited to, fraud), may be disclosed by the DiNS. This can be revoked at any time with written notice to the Organizer. The Organizer does not sell or give personal information on any guest unless required by law. The Participant further acknowledges that they are prohibited from sharing private information learned about the other Participants, the Organizer or their employees.

Article 9 - DISCLAIMERS:

The Participant acknowledges that their participation in the DiNS may involve risks. The participant accepts full responsibility for the consequences of their use or non-use of information provided by the Organizer during the DiNS. It is the Participant’s responsibility to familiarize themselves with all

possible risks involved and to use their own judgment and due diligence before using the information and practices they receive from the Organizer during the DiNS. Participant agrees and acknowledges that the Organizer is not liable for any harm that may come to them due to their participation in the DiNS.

The Participant hereby agrees to release, forever discharge, and hold harmless the Organizer and their employees, agents, teachers, instructors, independent contractors, suppliers and other representatives, and their heirs, successors and assigns (“Released Parties”) from liability and any claims relating to or caused by the Participant’s attendance and participation at the DiNS. The Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors and assigns.

The Participant further releases the Organizer and other Released Parties for any claim, demand, dispute or other legal action which may arise from the Participant’s dispute with any other Participant. Participant acknowledges that the Organizer is not responsible for the safekeeping of the Participant’s personal property while at the DiNS.

Article 10 – JURISDICTION AND CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. All questions as to this Agreement’s validity and enforceability and the construction of its provisions, as well as all disputes arising out of this Agreement shall be interpreted under the laws of the State of Connecticut.

Article 11 – DEFINITIONS

The following definitions shall apply to this document:

- a. The term “Agreement” shall refer to this Agreement, in its entirety.
- b. The term “DiNS” shall refer to the Travel with Tania DiNS named above.
- c. The term “Participant” shall refer to the individual and traveler who wishes to take part in the DiNS.
- d. The term “Claims” shall include any and all liabilities, claims, demands, actions, damages, rights of action and causes of action, of whatever kind or nature, including those known or unknown and foreseen or unforeseen, relating to the Participant’s participation in the DiNS.
- e. Use of headings in this agreement are for reference purposes only and in no way affect the provisions themselves, nor shall they be used in the interpretation of the provisions to which they relate.
- f. Use of a singular word includes the plural, and vice versa.
- g. Use of a gendered word shall include all genders.

Article 12 – LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, the DiNS SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, DATA OR REVENUES, OR OTHER INTANGIBLE LOSSES, RESULTING FROM ANY PARTICIPANT ATTENDANCE OR SERVICES RENDERED BY THE DiNS.

Participant shall defend, indemnify and hold the Company, its affiliates and its and their officers, directors, employees, consultants, representatives and agents (collectively, the "Indemnified Parties") harmless from any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against an Indemnified Party related to: (a) any breach of any representation, warranty, covenant or agreement made or to be performed by Participant according to this Agreement; (b) Participant's refusal to pay for services provided by the DiNS; and (c) Participant's active engagement with the DiNS. This section shall survive expiration or termination of this Agreement.

I, (print name) _____, have read, understand and agree to the above terms and conditions.

Signature: _____.

Date: _____.