

~ RESERVATION FORM ~

Riviera & Barolo-Truffle Tour

~ Each person must fill out this Form.

~ Each person must also sign and date *both* pages of the Terms & Conditions. If there is more than one person, please obtain a copy of the Terms & Conditions from our website.

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Name as it appears on Passport \_\_\_\_\_  
Passport # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip \_\_\_  
Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_  
Email: \_\_\_\_\_

**Roommate:**

- ◇ Sharing with \_\_\_\_\_ ◇ Need a roommate!
- ◇ Requesting a private room (**\$997 supplement required**)

**Emergency contact while out of USA:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

**LIST ANY SPECIAL FOOD REQUIREMENTS:**

**TO REGISTER SEND THE FOLLOWING:**

- ◇ Completed Reservation Form
- ◇ Terms & Conditions: *both* pages signed & dated
- ◇ Check for deposit of \$1000 USD

*WINE KNOWS TRAVEL, INC.*  
a California corporation

**TERMS AND CONDITIONS FOR TRAVEL**

The following is a binding agreement (“Agreement”) between Wine Knows Travel, Inc., a California corporation (“Wine Knows”), and the tour participant (“Participant”). Participant agrees that the following terms and conditions apply as part of the consideration for taking this tour.

1. **Smoking.** For the comfort and safety of others this is a non-smoking tour.
  
2. **Physical Requirements.** The tour often requires climbing two or more flights of stairs, walking distances of up to 1/2 mile (800 meters) at a moderate gait and negotiating cobble-stone streets and other irregular surfaces including dirt, gravel and/or wet surfaces. Participants will be required to carry their own hand luggage and personal items on day trips. All participants warrant they are in reasonable physical health without physical limitations that would prevent participation in the activities as described or require special accommodations for transportation or lodging from Wine Knows or any third party hired or provided by Wine Knows. Concerns over any aspect of the tour’s physical requirements should be addressed with Wine Knows before placing the trip deposit.
  
3. **Foreign Laws Apply.** Participants acknowledge that they will be traveling outside the USA and the laws of other countries may vary from county to county and that USA Federal and/or State laws, regulations and standards that apply to such areas as consumer protection, building safety, and accommodation for those with physical challenges or disabilities are not applicable. Participants further acknowledge that it is beyond the ability and control of Wine Knows to provide accommodations and/or transportation that meet USA Federal and/or state Disability, building construction or consumer protection laws, regulations and standards while traveling to or at tour destinations and locations.
  
4. **Deposit.** A Deposit of \$1,000.00 US is due at the time of booking. A second installment payment of \$1000.00 US is due by January 20, 2012. The third installment is due by March 16, 2012. Final payment is due by July 3, 2012. There will be a \$100.00 US charge for late payments.
  
5. **Refund Policy.** A non refundable fee of \$250.00 US, applies for all cancellations. Cancellations received prior to February 1, 2012 will be fully refunded less the cancellation fee. A 70% refund of the remaining funds will be made to those who cancel between February 2, 2012 and March 31, 2012. A 50 % refund of the remaining funds will be made to those who cancel between April 1, 2012 and May 31, 2012. A 25% refund of the remaining funds, if any, will be made to those who cancel between June 1, 2012 and July 1, 2012. There are no refunds for cancellations after July 1, 2012. Trip cancellation insurance is strongly recommended and can be purchased from a travel agent for a nominal premium. Cancellation date is determined by

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the date notice of cancellation is received by Wine Knows Travel Inc. at the place of notice below.

**6. Package Tour/Itinerary changes.** Participant acknowledges that the tour is sold as a package hence there can be no refunds for accommodations, meals, transportation, services or activities that are not utilized. There maybe changes in itinerary due to unforeseen circumstances. However Wine Knows will make its best effort to ensure that any substitution will be of like quality.

**7. Currency Fluctuations.** All prices listed are based upon currency valuations at the rate of exchange existing on July 1, 2011. Prices will be adjusted in the event of a material change in the currency exchange rates as determined by Wine Knows in its sole discretion.

**8. Release of Liability/Waiver.** Participant expressly agrees that Wine Knows Travel, Inc., and its officers, directors, employees and agents are hereby released from liability for any loss, damage, injury or expense arising out of any accident to person or loss of or to personal property (theft or otherwise), due to the negligent act or omission by Wine Knows, its officers, directors, employees and agents or any third party hired, retained or referred by Wine Knows.

**9. Luggage.** Participant expressly agrees her/his main suitcase will not be larger than 24 inches.

**10. General Provisions.**

**(a) Entire Agreement/Other Representations:** This Agreement, the Brochure and any attached Addendums constitute the final, complete and exclusive statement of the terms under which the tour is provided and supersedes all prior and contemporaneous understandings. Participant acknowledges there is no reliance on any representation or warranty outside those expressly set forth in this Agreement, attached amendments and the brochure.

**(b) Severability:** If a court or arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

**(c) Full Understanding:** Participant acknowledges that this Agreement, and any amendment thereto and the Brochure describing the tour sets forth the full and complete understanding. Any other agreement, written or oral, is without force and effect.

**(d) Choice of Laws/Venue:** This Agreement shall be interpreted and construed in accordance with the laws of the State of California, as may apply and any action, arbitration or

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mediation brought in equity or law to recover damages or enforce its terms shall be brought in the Superior Court of the State of California, County of San Diego or the United States District Court for the Southern District of California.

(e) **Arbitration**: Any dispute including the enforcement or interpretation of this Agreement, except for injunctive relief as set forth in Section 9 (f) below, including an action at law for damages, shall be submitted to binding arbitration under the laws of the State of California pursuant to C.C.P. §§ 1280-1294.2. **NOTICE TO PARTIES: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE REGARDING THE ENFORCEABILITY OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL OR COURT TRIAL EXCEPT FOR MATTERS INVOLVING INJUNCTION.**

(f) **Injunctive Relief**: Because a breach may cause irreparable harm for which money is inadequate compensation, this Agreement may be enforced by injunctive relief including Temporary, Preliminary or Permanent Injunction in a court with jurisdiction as described above in Section 9 (d) without regard to the arbitration clause above.

(g) **Attorney's Fees**: If either party brings an action or proceeding against the other at law or to enjoin, enforce or declare its rights including the cancellation or recession of this Agreement, prevailing party shall be entitled to reasonable attorney's fees and costs incurred in connection therewith.

(h) **Binding Effect**: The terms and conditions of this Agreement shall continue to be binding upon both parties thereto, their successors and assigns. No amendment shall be binding unless in writing.

(i) **Notice**: All notices are to be served to each Party at the address listed below.

WINE KNOWS TRAVEL, INC.  
a California Corporation

PARTICIPANT

By: \_\_\_\_\_

By: \_\_\_\_\_

June Forkner-Dunn/CEO

\_\_\_\_\_

3360 Fredas Hill

Print Name

Vista, CA 92084

\_\_\_\_\_

Phone: 760.842.8812

Print Address

Facsimile: 760.842.8812

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Email: dunn@wineknowstravel.com

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Phone

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Email

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