

Terms and Conditions for Pre-Paid Services/Activities

Please Fax Signed Copy to (646) 390-6045

Participants Responsibility

You (the participant) assume all risks associated with participating in a Concierge in Umbria, LLC ("CIU") independent itinerary. Itineraries may include walking and/or climbing in difficult terrain with steep ascents and descents. On a CIU independent itinerary, you are likely to encounter uneven cobblestones, farmland, stairways without handrails, unpaved walkways, dirt roads, and stone steps. Some activities are not regulated by any industry safety standards and you assume all risk. You should come properly attired for any type of weather conditions that may exist. You are responsible for monitoring your own dietary restrictions and alcohol consumption. You are also encouraged to check with your health insurance provider to ensure that your coverage extends to international travel. All responsibility for product purchases made during a Concierge in Umbria independent itinerary rests with you and the product vendor.

CIU Responsibility

We (CIU) have arranged for all services/activities described in the itinerary (pre-paid and otherwise) through independent providers who have no legal affiliation with us. We do not own or operate the equipment, vehicles or facilities used for these services/activities and assume no responsibility for the negligent act and/or omissions of the provider. We shall not be liable, in any way, for any injury, damage or loss as a result of an accident related to the service/activity.

Prices and Arrangements

Quoted pre-paid prices in US dollars include planning, handling and operational charges, and are based on current rates of exchange, tariffs and taxes as of January 2008. CIU reserves the right to increase prices to cover increased costs, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Gratuities to service providers (drivers, guides, etc.) and admission tickets are not included in the price unless specified on the itinerary.

Cancellations

Upon receipt of payment, your reservation is considered firm. Our acceptance of payment assumes you and all members of your party agree and accept these terms and conditions. Should you cancel your reservation, in whole or in part, 14 or more days prior to the date of service, 30% of the price of each cancelled service is non-refundable. Cancellations within 13 days of the date of service are nonrefundable. Modifications and/or substitutions to a reservation are allowed at the sole discretion of Concierge in Umbria.

Service Cancellation

Should we cancel any pre-paid services/activities for any reason; a full refund will be provided without any further liability whatsoever. At all times, CIU reserves the right and sole discretion in determining whether an activity is cancelled. If a service is cancelled by CIU prior to completion, any refund will be determined by CIU taking into account the amount of itinerary services or activities completed. In the event of cancellation, you will be notified, if possible, via telephone at least one hour prior to the start time. We are not responsible for any transportation or other costs incurred when a service/activity is cancelled.

Itineraries & Participation

All activities will begin promptly at the scheduled time, and it is possible for an activity start to be delayed and/or the duration to vary for reasons beyond our control. Please consider this when scheduling coinciding activities. There is no refund for those who miss an activity due to late arrival. Transportation is included only when it is specifically mentioned. When transportation is not included, you must arrive at the specified meeting point by your own means. Due to circumstances beyond our control, certain facilities or areas may be closed or inaccessible. Activities, which include meals, may experience a menu change. In these cases, CIU reserves the right to make adjustments to minimize your inconvenience.

Dispute Resolution

You and we expressly agree that any disputes arising out of these terms and conditions shall be resolved applying Massachusetts law exclusively by the American Arbitration Association in Boston, Massachusetts. Resolution shall be decided by one neutral arbitrator. Costs of arbitration and enforcement and attorney's fees are borne by each party, except for filing / administrative fees which are paid by the party bringing the action. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents relating to the specific matter only, at the hearing. CIU must receive notice of any dispute in writing.

Release of Liability, and Indemnification

You are aware of the risks associated with Concierge in Umbria pre-paid services/activities and freely accept and fully assume all risks and the possibility of personal injury or loss resulting therefrom. You agree to hold harmless and indemnify CIU from any and all liability for any personal injury or loss resulting from your booking a Concierge in Umbria pre-paid service/activity.

Accepted: _____

Date: _____