

TERMS & CONDITIONS FOR EARTHLIGHT’S GROUP TRIP TO HAWAI’I WITH SAMUEL

In addition to Frank, Lea, and Stuart, the maximum number of people for this trip is forty-seven (47).

INCLUDED IN THE COST OF YOUR TRIP

- All meetings with Samuel
- 8 nights double occupancy at the 5-Star Fairmont Orchid Hotel in Waimea, Hawai’i
- Transportation and entry fees for Pu’uhonua O Hōnaunau National Historical Park, and South Point, the point that is further south and any other point in the US.
- 8 vegan breakfasts with gluten-free options
- Gratuities on all included breakfasts

NOT INCLUDED IN THE COST OF YOUR TRIP

- Airport/hotel transfers
- Tips for any services not listed as included above such as housekeeping, bus driver, personal food, etc.
- Any other items not specifically listed as “included” in these Terms & Conditions, or in EarthLight’s promotional material for this trip.
- Travel Insurance—we highly recommend that you purchase trip insurance for this trip. If you do an internet search on “travel insurance” you will find a lot of options. Please see the sections below **Trip Insurance** and **Covid Related Information** for more information on this.

TRIP BEGINNING and ENDING INFORMATION

While the Island of Hawai’i’s two international airports: Kona International Airport (KOA) and Hilo International Airport (ITO), you most likely want to fly into the the Kona International Airport which is about 22 miles from the Fairmont Orchid. The Hilo international Airport is on the other side of the island and about 75 miles from the Fairmont Orchid.

- The first group meeting is on the morning of October 31, 2022.
- The last group meeting (may be the group high ritual) is on the morning of November 6, 2022.
- The last night of the group trip at the Fairmont Orchid is November 6, 2022.
- The last included meal is breakfast on November 7, 2022.

AIRFARE INFORMATION

Airfare to/from Hawai’i is neither included nor available through EarthLight.

AIRPORT/HOTEL TRANSFERS

Because of the many different times that airlines arrive in Hawai'i, we have decided not to include airport/hotel transfers with this trip.

YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS

By registering for this trip, you acknowledge that you have read, understood, and fully accept all the terms and conditions contained in this document.

ELIGIBILITY: THIS IS NOT A VACATION!

By signing up for this trip you're agreeing to actively participate in the meetings and work we'll be doing with Samuel.

PAYMENT INFORMATION

ALL PRICES INCLUDE A 3.67% DISCOUNT FOR PAYING BY CASH, CHECK, OR MONEY ORDER

EarthLight will accept payment(s) for this trip by cash, check, and money order, as well as Visa, MasterCard, Discover and American Express credit/debit cards. All payments made by credit card will be 3.67% more than the listed (discounted) prices.

PLEASE NOTE: Unless noted otherwise, all prices listed herein and on the registration form are the discounted cash/check price.

HOW TO REGISTER

(Please be aware of the cancellation fees listed below.)

You may register by either:

- paying for your trip in full—\$3,800*, or
- using EarthLight's payment plan in which case your deposit includes a \$50 administration fee.

Payment Plan Payment Schedule:

- With registration—\$1,000 (includes \$50 payment plan fee)*
- May 15, 2022—\$570*
- June 15, 2022—\$570*
- July 15, 2022—\$570*

- August 15, 2022—\$570*
- September 15, 2022—\$570*
- Total— \$3,850* (includes \$50 payment plan fee)

The fastest way of securing your place on this trip is to register with a credit card for the full payment or the first installment of EarthLight's Payment Plan.

When you register, if you don't want to use the Payment Plan you may pay your deposit by credit card and then send a check to EarthLight for the remaining balance. If EarthLight receives the remaining balance within 10 days of your registration, you will not owe the payment plan administrative fee of \$50.

You may hand-deliver your payment to 147 Kentucky Ave., Lexington, KY, 40502, but if we're not home when you deliver your registration, it won't be considered received until we actually have your payment in hand. As always, you can still make your payment by regular or overnight mail.

If you are paying by credit card, you do not receive the discounted price and will pay 3.67% more than the listed (discounted) prices.

*EarthLight has negotiated with the hotel so that they will honor our 2019 rates for anyone in our group arriving up to three nights early. The payments listed above do not include any additional amount owed to us due to your arriving before the group trip officially begins. Money for extra nights is due in full when the extra nights are confirmed. See **EARLY ARRIVALS** section below.

EARLY ARRIVALS

We've noticed during recent group trips with Samuel that some people like to arrive before the official start of the trip. **The hotel has made special arrangements for us by providing special discounted room availability for the three nights before the trip begins.** The non-refundable cost of the rooms for this period, including taxes if you pay by check is \$320.77 per room per night if you pay by check (\$279 room cost plus \$41.77 taxes) or \$332.54 per room per night if you pay by credit card. **NOTE: in addition to** the room costs for the extra nights there will also be a resort fee if you pay by check of \$22.95 per day per person including taxes, or \$23.79 per day per person if you pay by credit card.

To receive this discounted room rate you'll need to book and pay in full for the room through EarthLight either at the time you register or later by contacting Frank at 859-338-0746 or frankearthlight532@gmail.com. Once EarthLight reserves these rooms on your behalf we are obligated to pay the hotel in full which is why the cost of these extra nights are not refundable should your plans change.

Neither Frank, Lea, Stuart, nor EarthLight shall be responsible for your satisfaction with any aspect of those arrangements.

SPECIAL ARRANGEMENTS

If you have a medical condition that requires special attention, please let us know ahead of time so that we can do our best to make sure your needs are met. For example: do you require a wheelchair/specially accessible vehicle when we go to sites?

ROOMMATES

At Samuel's request, accommodations on his group trips are available only on a double-occupancy basis. (Single rooms are NOT available. Please don't ask.) If there are an odd number of male and female participants without roommates, we'll try to put you each in a separate single room at no additional cost to you. However, if we're not able to do that, it may be required that individuals of different genders share a room.

You can sign up without a roommate. If you do, we will pair you with another person of the same gender, if available, by the time the final rooming lists are required by the hotel.

ROOMS TYPE AND BED REQUESTS

The room type available to group participants are Garden View rooms with one king bed and Garden View rooms with two queen beds.

When you register, you'll be asked to choose a room with either a king bed, or two queens. If you choose a room with a king bed, please be sure your roommate is agreeable with this.

Rooms will be allocated on a first come/first-served basis so there is a possibility your bed preference may not be available. If that occurs, we'll let you know right away. If because of this you decide not to register, we'll refund payments you have made without charging a cancellation fee.

ADA ACCESSIBLE ROOM REQUESTS

In addition to the standard group rooms, you can request an ADA Accessible rooms. Please do not sign up for an ADA Accessible room if you do not have a roommate who has agreed to that room type.

Rooms will be allocated on a first-come/first-served basis, so there is a possibility an ADA accessible room may not be available. If, because of this, you decide not to register, we'll refund payments you have made without charging a cancellation fee.

Pandemic related information

Hawai'i COVID Information

As of the writing of this information, Hawai'i has dropped its mask mandate, and those arriving from the US mainland no longer have to show proof of vaccination or a negative test to avoid sequestering themselves for five days. However, international travelers will still face travel limitations.

We will try to keep those registered for the trip advised if this information changes.

Hawai'i's FAQ concerning travel during the pandemic can be found here:

<https://hawaiicovid19.com/travel/faqs/>

EarthLight COVID Information

EarthLight will follow all Covid protocols and do all we can to keep everyone healthy, we ask that you do your part as well.

Several people in our group are immunocompromised, so we are requesting that people stay properly masked during all group activities. We want to do our best to ensure that the group stays as healthy as possible during the trip, so we thank you in advance for honoring this request.

We are **not** restricting the trip to those who are vaccinated and boosted, but we do hope you will be current on your vaccinations and boosters unless you have a valid reason not to be.

Remember that if Lea gets sick that will mean no Samuel and his and our plans for opening the FireGate will not be possible to complete. So, please do what you can to help ensure we all have good health during this trip.

Thank you!

COVID Waiver of Liability & Assumption of Risk

The novel coronavirus, COVID-19 and any of its variants, is a worldwide pandemic and is highly contagious. EarthLight cannot prevent you from being exposed to, contracting, or spreading COVID-19 or its variants while taking part in Samuel's group trip. Therefore, if you take part in this trip you may increase your risk of contracting or spreading COVID-19 or its variants. And you waive and release EarthLight, Frank, Lea, and Stuart from any and all claims relating to your being exposed to, contracting, or spreading Covid-19 or any of its variants.

WAITING LIST

If the forty-seven available slots on this trip sell out, you can ask that your name be placed on the waiting list by completing the online registration form and making your initial deposit. We will send you more information about this process. If a space does not become available, your payment will be refunded in full. If a space does become available, you will be notified.

LATE REGISTRATION

Because our rooming list is due to the hotel no later than September 28, 2022, the latest registrations can be accepted, if space is available, is noon, September 27, 2022. In order for a late registration to be accepted, payment in full (and all registration information) must be received before noon eastern time on that day.

POSTDATED CHECKS

Please don't send postdated checks. Any postdated check we receive will, at our discretion, either be deposited (our bank accepts postdated checks) or returned to you, in which case you may owe late fees if your acceptable payment is late.

RETURNED CHECKS

If your check is dishonored, we will charge you a \$35 fee which is due within 14 days of the date we are notified of the check being dishonored. This additional \$35 will be considered a part of the cost of your trip.

GRACE PERIOD AND LATE PAYMENT FEE

If you are paying by way of the payment plan, you are allowed a grace period of five (5) days after the date payments are due. A fee of \$25.00 will be charged for each payment that is actually received by us after the grace period expires (regardless of the date of the postmark).

Any late payment fee shall be due within 15 days of the original due date. Such fee will be considered a part of the cost of this trip.

AUTOMATIC CANCELLATION FOR LATE PAYMENT OR FOR NONPAYMENT

If a trip payment has not been received by us within 5 days after the end of the grace period (10 days after the date the payment was due) or, if a returned check fee or late fee has not been paid when due, and no other arrangements have been made with us, your registration for this trip may automatically be canceled and your space vacated. If your registration is automatically canceled, all money you have paid will be refunded, less any cancellation fee and/or administration fee (for those using the payment plan) as described in the "Cancellation Information" section of these Terms and Conditions. We would hate for this to happen, so please contact us if you are having problems making a payment!

TRIP INSURANCE

Trip insurance is not included in the cost of this trip. Therefore, we highly recommend that you purchase insurance covering this trip, including insurance for cancellation, trip interruption, lost luggage, transportation home in the event of illness or injury, as well as health coverage. We've

noticed that since the COVID pandemic, travel insurance prices have gone up considerably, so please research the cost and availability sooner rather than later. If you need to cancel your participation in this trip, EarthLight will not be able to refund any amount of your payments other than as specifically set out herein. If you require medical care while on this trip and the related service providers require payment, you will need to arrange for payment. Please do not count on EarthLight or the other trip participants to take care of this for you!

Also, please check your personal health insurance to determine if it will cover you for medical needs during the trip since we are traveling in the United States. If your personal medical insurance does provide coverage, you may be able to reduce the amount of medical coverage you obtain and reduce the cost of your policy.

NOTE: Many travel insurance policies no longer provide coverage for loss due to illness from Covid or its various strains. Here is a [link to a Forbes article](#) that discusses the best pandemic travel insurance. We have not reviewed any of these companies so we are not recommending them one way or another. We also have found that Allianz Travel insurance policies are available that cover losses related to Covid.

Also, for an added cost there is “cancel for any reason” coverage that covers 50–75% of loss no matter why there is cancellation. These generally provide coverage even if cancellation is due to Covid related issues.

Finally, if you have been ill, have a chronic condition, or are just worried about becoming sick before you purchase trip insurance, there is coverage available for pre-existing conditions. HOWEVER, most of these policies require you to purchase the insurance within a few days of making your first payment to EarthLight (as few as 7 days after payment). Though some provide coverage as long as it is purchased before your last payment. Please be sure to look for these details.

It is important to look into travel insurance right away.

CANCELLATION INFORMATION

Please be sure you are committed and able to pay for this trip before signing up.

Cancellation is effective on the date we receive your notification. If you phone us to cancel and get voice mail, please leave a message stating that you are canceling your participation in the trip, the date, and your phone number. We will get in touch with you as soon as we can. Cancellation fees on the dates given to us by our suppliers, are as listed below. If you paid by cash, check or money order any amount to be refunded will be by check. If you paid by credit card your refund will be made by crediting your credit card the amount you are due. If you leave a voice message and do not CLEARLY state that you are canceling from the trip, the date when your cancellation is effective will be the date that your cancellation is clearly received by EarthLight.

Cancellation fee upon registration:

- When paying by Cash, Check, Money Order—\$500.00*
- When paying by Credit/debit card—\$518.35*

Cancellation fee beginning/Amount of fee/Total cancellation fees:

• With registration	\$500.00*	\$500.00 *
• June 15, 2022	\$660.00*	\$1,160.00 *
• July 15, 2022	\$660.00*	\$1,820.00 *
• August 15, 2022	\$660.00*	\$2,480.00 *
• September 15, 2022	\$660.00*	\$3,140.00 *
• October 15, 2022	\$660.00*	\$3,800.00

***Added to the cancellation fees** are all administration fees, late fees, and returned check fees that are due or have been paid. The cost of any additional nights prior to the night of October 30 **will be added** to these amounts.

These cancellation fees are based on the discounted price, if you paid by credit card, your cancellation fee will be based on the non-discounted payments you have made.

If you must cancel please email or text us at: email: Frankearthlight532@gmail.com or text: 859 338-0746 **even if you have also called.**

NO TRANSFERS OF REGISTRATION

If you cancel your registration or drop out of the trip your registration will be null and void, and may not be, and cannot be transferred to anyone else. Even if you have to cancel and someone else takes your space, we'll not be able to refund any of your payments other than as laid out in the cancellation plan above. Please protect yourself with trip cancellation insurance.

REINSTATEMENT

In the event you cancel your registration (or are automatically canceled for late payment or nonpayment), you can be reinstated, if space is available. In order to be reinstated, you must pay:

- Any fees that were owed at the time of your cancellation,
- A \$50 reinstatement fee (\$52 if paid by credit/debit card),
- Either the total cost of the trip, or the total amount due under the payment plan at the time of reinstatement, less the actual trip costs withheld by EarthLight when you canceled.

You will not receive credit against the cost of the trip for any administration fees, late fees, or returned check fees you paid prior to cancellation.

NO SHOWS

If you are a no-show, or leave during the group trip, EarthLight will be unable to provide you any refund.

EMERGENCY CARE AND EMERGENCY CONTACT PERSON

EarthLight requires all registrants provide emergency contact information with their registration. Frank, Lea, Stuart, and the service providers EarthLight has contracted with are not trained in first aid or to provide medical care. In the event of an accident or illness we will do our best to see that first aid is provided. However, Frank, Lea, Stuart, and the service providers contracted with by Earthlight are not responsible for providing (or for the costs of providing) first aid, medical transportation, medical care or communications with caregivers. Frank, Lea, and Stuart will, however, attempt to contact the person listed as your emergency contact in order to inform them about what has happened, where you are being treated, and how to contact the health care provider working with you, if that information is available. Please make sure that your emergency contact person has a copy of all appropriate information including: any travel insurance you purchase, your personal health insurance papers, your itinerary, and any other necessary paperwork.

FRANK, LEA, STUART & EARTHLIGHT, INC.

Any references to “Frank, Lea, and Stuart” are to Frank Schultz, Lea Schultz, and Stuart Waldner, the owners and sole employees of EarthLight, Inc., a Kentucky corporation.

IF EARTHLIGHT MUST CANCEL

Unfortunately, we’ve not been able to obtain insurance coverage in the event EarthLight must cancel this trip for any reason including the inability of Lea/Samuel to participate in some or all of the trip.

Therefore, unless the hotel is willing to renegotiate their contract, in the event Lea is unable or becomes unable to take part in the trip or to finish the trip, the trip will still take place, or continue, without Lea’s/Samuel’s participation. In that event we will refund the portion of your registration fee that was designated to pay for your time with Samuel, or the pro rata portion if Lea/Samuel begin the trip but are unable to complete it. If that occurs either Frank or Stuart will remain with the group and the trip will continue as scheduled. Of course without Samuel being there, there would be no group meetings or rituals.

In the event the trip must be cancelled and the hotel is willing to renegotiate their contract, EarthLight will not take part in the trip, but because the rooms at the hotel are non-refundable, you are welcome to continue to go to Hawai’i on your own and use the room, resort fee, and breakfasts that have been pre-paid. Any remaining site visits will be cancelled and any portion of what you have paid that is refunded to us will be refunded to you.

Certainly, we all hope this does not happen.

WEATHER

Weather conditions on the Big Island of Hawai'i in November are generally warm with periods of rain.

PRIVACY

By paying the deposit you are granting EarthLight, Inc. the right to transmit to our service providers any of your personal information that they request including: full name and contact information.

DISCLAIMERS

Due to the possibility of our provider's schedule changes and other unforeseen occurrences, there can be unexpected schedule changes; there always are. EarthLight, Inc., its owners, employees, officers, directors, helpers, and volunteers shall not be liable for any loss, damage, or added expense resulting from personal injury, sickness, property damage, accident, delay, unmet expectations, inconvenience, change in schedule or accommodations, or other irregularity that may occur due to: a) wrongful, negligent, willful, or arbitrary acts or omissions on the part of any organization(s) or individual(s), including those supplying services to the group during this trip; b) defects or failures of any conveyance, equipment, or instrumentality or accommodation; c) acts, omissions, failures to act, or any other occurrence beyond its/their control and, d) acts of God/Goddess/All That Is, fire, acts of government or other authorities, wars, civil disturbances, riots, strikes, thefts, pilferage, epidemics, quarantines, acts of terrorism, or dangers incident to the air, land, and sea travel. Arrangements for this trip have been made through generally acceptable suppliers, and each participant agrees to hold Frank, Lea, Stuart, and EarthLight, Inc. harmless for any failure of this trip, or any part of it, to meet their expectations. The liability of Frank, Lea, Stuart, and EarthLight, Inc., if any, shall be limited to each individual's cost of this trip or the amount retained by EarthLight, Inc. from each individual's payment for this trip, whichever shall be less. Under no event, shall EarthLight, Inc. be liable for consequential or punitive damages. Whew!!