

Stubborn Brothers Brewing Bavarian Tour



This Agreement is between BayernTrips, LLC, and a Michigan Limited Liability Company of Ironwood, Michigan 49938 and
First and last name(s) (Participant(s)) of Complete Mailing address

OCTOBER 2021 BAVARIA TOUR CONTRACT

Please Check:

- ☐ \$2399* per person, double occupancy, or
☐ \$3160* for single occupancy

Pricing: Price displayed is minimum 20/maximum 30 participants

Services Include:

- Lodging for 9 nights
- Breakfast Daily
- Lunch or Dinner each day, with two drinks included (0.5l beer, 0.2 l wine, or small soft drink or water) and gratuity for the included food/beverages.
- Public transportation (Regional trains - BayernTicket or MVG PartnerTicket) to/from Group events beginning at Munich Airport on ending in downtown Munich. We will depart the airport no later than 11:00 AM.
- Private Bus transportation for 3 of the days.
- ICE train ticket from Bamberg to Munich
- Weyermann Malt Factory Tour, Neuschwanstein Castle Tour, historical walking Tour of Bamberg & Munich
- 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!*

1. PAYMENT TERMS & IMPORTANT DATES

- **Initial Booking:** Space is on a first come/first served basis. Complete this registration form and we will return it to Vonja from Bayern trips. **Your signed contract and nonrefundable deposit holds your space.**
- January 4, 2021 Deposits are due \$500 nonrefundable. Initial deposits are to be made with a check only to First Class Travel and mailed to 139 N Main Street Shawano WI 54166
- Airfare and Insurance rates will be available in early January and are additional.
- **July 31, 2021:** Full Payment is due and any cancellations past this date are non-refundable.

If BayernTrips cancels the tour for any reason, such as pandemic-related travel restrictions, you will receive a 100% refund of all monies received by BayernTrips (*Credit Card and transaction fees are likely non-refundable*).

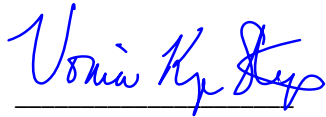
Variable Pricing:

Number of Participants:	20-30
Per Person, for 2 people sharing a room with 2 beds	\$ 2,300
1 Person in a room with 1 bed	\$ 3,160

Please remit payment to:

First Class Travel
139 N Main St
Shawano, WI 54166
United States
(715)526-4585

FOR BAYERNTRIPS, LLC



Vonja K. Stephens
BayernTrips, LLC
Tel: 1-888-MUNICH-0

2. 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 (nor Stubborn Brothers Brewery or First Class Travel, nor any of its employees or owners) 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](#) and/or Stubborn Brothers Brewery or First Class Travel, 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 last minute changes often occur and I agree to be flexible. If less than 11 people sign up for the tour, private transportation may be substituted with public transportation and the schedule modified as necessary.
- E. 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 (nor Stubborn Brothers Brewery or First Class Travel) and will be treated as a cancellation as spelled out above.
- F. 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.
- G. I understand that there is lots of walking! I certify that I can handle walking (possibly 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.
- H. 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.
- I. I understand that I must carry my own luggage. I certify that I will carry my own luggage, sometimes up a minimum of four flights of stairs or more.
- J. I agree that [BayernTrips LLC](#) and/or Stubborn Brothers Brewery & First Class Travel may use my image in various advertising campaigns and that my contact information may be given to future prospective guests.

- K. Other than marketing assistance, I understand that Stubborn Brothers Brewery plays no role in the organization of the trip.

3. PRIVACY NOTICE

- A. We will not sell your data and we have never had a security breach. This Privacy Policy doesn't apply to any third-party websites, services or applications, even if they are accessible through our website or through our links or recommendation.
- B. **Why we collect your data:** Your full legal name is needed to reserve a room for you at the hotels we provide, and we have to provide accounting data to the US and German government.
- C. **What data we collect/receive:** We need your full legal name, email address, mailing address, and date of birth. Sometimes we also have your phone number.
- D. **How we share your information:** Our hotel partners will have your name and sometimes your date of birth. We must share this data with our accounting agencies, one in the USA and one in Germany. After you complete a trip, we add you to our newsletter mailing list (which you can opt out of at any time) and we may send your name, city & state of residence, and email address to prospective guests. You may opt out of that at any time.
- E. **Social Media:** We often post pictures or videos our group activity to social media sites like Facebook, twitter, Instagram, etc. You can ask at any time to not be included in group photos that we take. At the end of trip, we sometimes send a list of emails to TripAdvisor asking you to write a public review of our trip.
- F. **How long we keep your data:** In most cases, we keep your data for a minimum of 7 years.
- G. **How we store your data:** We use a cloud-based service (currently DropBox) to store our data which allows us to access from our local PC and mobile devices. Our US Accountant has access to one of our Dropbox folders which contains the data he needs. We also use DATEV (a European cloud-based accounting system) to share accounting data with our German accountant.
- H. **Automatic Data Collection:** We may collect certain information automatically through our Website or other methods of web analysis, such as your Internet protocol (IP) address, cookie identifiers, mobile carrier, mobile advertising identifiers, MAC address, IMEI, Advertiser ID, and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type and language, geolocation information, hardware type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, the amount of time you spend on each page, information about the links you click and pages you view within the Services, and other actions taken through use of the Services such as preferences.
- L. **Your rights:** You can ask to see the information we have about you.

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.

_____ Name (Printed)	_____ Participant's Signature	_____ Birthdate
_____ Name (Printed)	_____ Participant's Signature	_____ Birthdate
_____ Date	_____ E-Mail Address	_____ Telephone