

# *Tuscan Table*

## **Tuscan Table Terms and Conditions**

**Tour Prices:** Prices are based on double occupancy and are per person. Single reservations may be available, but only with a price adjustment. Prices will be subject to change without notice due to currency fluctuations and other non-controllable costs. Once payment is received in full, there may be no change without the prior approval of Tuscan Table, LLC (Tuscan Table). Tuscan Table reserves the right to lawfully accept or refuse any person as a student of any class, event or activity.

**Deposit:** A deposit of \$ 1000.00 US, which is non-refundable, must be made to secure a position as a student. By transmitting a deposit to Tuscan Table student hereby agrees to these Terms and Conditions without modification or amendment. Reservations will be confirmed on a “first come, first serve” basis upon receipt of deposit and a signed reservation form.

**Final Payment:** The balance of the class cost is due at Tuscan Table at least 45 days prior to the first day of class. If the balance is not received by that due date, reservations will be subject to forfeiture of the deposit and cancellation.

**Travel Insurance:** Please consider the purchase of travel insurance. It is nominal and highly recommended.

**Cancellations and Refunds:** Payments made to the Tuscan Table (such as deposits and final payments) are non-refundable and cannot be applied to other classes. If Tuscan Table cancels an entire class a refund will be made. There will be no refunds for any unattended or not used classes or events. For any reason (including not having a sufficient number of students) Tuscan Table reserves the right to cancel any class, change the events or classes, or substitute comparable accommodations or services.

**Pick-up and Departure:** When local transportation is included, one scheduled pick-up upon arrival to the local venue and one scheduled transportation from the local venue will be included, provided that such transportation is to and from a Tuscan Table approved airport and is made at a pre-arranged time and place, with no exceptions. Private local transportation may be arranged, if possible, for an additional fee.

**Travel Documents:** Each student shall be responsible to insure that he or she has the necessary travel documents (e.g., a valid passport, visa or any other documents required by the respective countries) to allow travel to and from the venue.

**Acts of God/Weather Conditions:** Due to various changes in climatic conditions, Tuscan Table reserves the right to augment the classes and events to accommodate these variables. Tuscan Table and its employees, officers, directors, members/owners, agents and representatives (which individuals and entities are hereafter referred to as Representatives) shall not be liable for any expense or liability resulting from an act of God, civil or military disturbance, acts of the public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, the elements, labor disputes, strikes, lockouts, disruption of supplies or transportation, impossibility due to the operation of law, or any other cause beyond the reasonable control of Tuscan Table.

**Limitation of Liability:** Tuscan Table and its Representatives disclaim liability and shall not be liable or responsible for the acts or omissions of any of the service, accommodation or transportation vendors or suppliers and any third party over whom Tuscan Table has no reasonable control, whether such acts or omissions are negligent or willful. Student agrees that Tuscan Table and its Representatives shall not be liable for any damages, claims, costs, losses, causes of action or expenses (whether resulting in property damage, personal injury, delay or otherwise) arising out of or relating to the acts or omissions of such vendors, suppliers or third parties.

**Waiver of Rights and Release of Liability:** Student understands that there are inherent risks, hazards and dangers associated with travel and participation in classes, events and activities held in a foreign country, which may result in personal illness or injury and/or property damage. In consideration of participating in the classes, events and related activities of Tuscan Table, student on behalf of him or herself and student's estate (including his or her personal representative and heirs) does hereby assume such inherent risks and further does hereby release and forever discharge Tuscan Table and its Representatives with respect to or resulting from any and all claims that may exist now or in the future that arise out of or result from the attendance or participation in such classes, events or related activities. Not by way of limitation, such release and assumption of risk shall apply to personal injury or property damage that may occur or result from class participation, transportation, acts or omissions of vendors and suppliers, or the conduct of Tuscan Table and its Representatives. Student, on behalf of him or herself and student's estate (including his or her personal representative and heirs) hereby voluntarily releases, waives, holds harmless, discharges and agrees to defend and indemnify Tuscan Table and its Representatives from any and all claims, actions or losses for property damage, bodily injury, wrongful death, loss or services or otherwise which may arise out of student's participation in the Tuscan Table classes, events or activities or the rendering of services that enable student to participate in one of such classes, events or activities.

**Miscellaneous:** Student agrees that the Tuscan Table reserves the right to take or make photographs, video, film or other images or records of any of its classes, events and activities, and student hereby agrees that the Tuscan Table and its assigns is granted the perpetual right to use such images or recordings of student throughout the world and in

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**1121 Jordan Lane ● Napa, CA 94559-1432 ● Toll Free: 866-639-4856**  
**reservations@tuscantable.com**

any media, now known or hereafter devised, which use shall not be subject to further consent by student. Tuscan Table shall be under no obligation to use such rights. All disputes or litigation between Tuscan Table and/or its Representatives and student shall be solely venued in the Circuit Court of Milwaukee County, Wisconsin, and student hereby consents to the personal jurisdiction of that court.

I agree to all terms, conditions and Waiver of Rights and Release of Liability of the Tuscan Table, LLC.

Signed,

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Date:

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