

## RICH HIGGINS BEER IMMERSIONS TERMS AND CONDITIONS

By registering for a Rich Higgins Beer Immersion, you agree to be bound by these Terms and Conditions. Please be sure to carefully read these terms and conditions and make sure you understand the customer responsibilities and the limitations to Rich's liability.

Your deposit and signature on the registration and release form represent your acceptance of the terms and conditions.

### DEFINITIONS

An "Immersion" is the term used to describe a tour package that is listed for purchase on the Rich Higgins Beer Immersions webpage at [www.richhiggins.com](http://www.richhiggins.com), with an itinerary that occurs over a specific date range, and which is centered in a specific city.

A specific city listed with an Immersion, e.g. "Brussels" Immersion or "Antwerp" Immersion or "Cologne/Köln" Immersion, is the city from which that Immersion's daily itinerary begins, and the city which Rich recommends as the location for a customer's self-arranged lodging.

Any person who pays for, joins, participates, partakes in all of or just a portion of a Beer Immersion is termed a "participant."

The city names of "Cologne" and "Köln" may be used interchangeably in Beer Immersions terms, conditions, policies, and marketing.

### PAYMENT TERMS

Deposit: At time of reservation of an Immersion, 30% of the participant's Immersion purchase is due as a deposit. Deposits are refundable, less a \$50 fee, up to 60 days from the start date of the Immersion. Within 60 days of the start date of the Immersion, the deposit is non-refundable.

Payment of deposit indicates customer acceptance of all Terms and Conditions as listed on [www.richhiggins.com](http://www.richhiggins.com).

Final Payment: The remaining 70% of the price of a participant's Immersion purchase is due 30 days before the starting date of the Immersion. The final payment is non-refundable. Rich will send an invoice for final payment within 14 days of the due date. If final payment is not received by the due date, a participant's reservation will be cancelled and deposit will be forfeited and cannot be applied to another Immersion.

Immersion prices are quoted as a package, and partial refunds will not be given for unused meals, tours, or other activities and travel services.

If you must cancel your reservation, notify Rich in writing as soon as possible.

### PAYMENT CURRENCY AND METHODS

All payments shall be submitted electronically by PayPal. Rich will send a PayPal link to customers for payment. Payers must access PayPal to pay by bank account, major credit card, or debit card, however, registration of a customer PayPal account is not necessary.

Rich collects all payments in US Dollars. Immersion prices are quoted in Euros but are invoiced in US Dollars, as calculated using XE.com's published exchange rate at time of invoicing.

Invoices are available in other currencies upon request, subject to an additional 3% currency conversion fee. (Rich does not charge an added conversion fee for invoices in USD, but PayPal unfortunately charges him 3% USD for payments in other currencies, which he passes-on to the payor. If your credit card does not charge foreign transaction fees, you may receive a better, fee-free exchange rate by paying in USD with your credit card. Choice of payment currency is up to the payor.)

### WHAT TO EXPECT

Each Beer Immersion and its itinerary is primarily focused on experiencing beer culture and ascertaining knowledge about beer culture. This involves visits to multiple establishments, including restaurants, cafes, bars, pubs, breweries, and beer museums, and excludes typical tourist attractions such as art museums, cathedrals, and parks.

There is no private transportation provided on Beer Immersions. Travel will be done by a combination of walking and public transit, including train and bus. Participants must be comfortable riding on public transit. Rich will lead the group at all times during the Immersion day, and will ensure that the Immersion group is all together on the proper transit routes and vehicles, with fares properly paid.

Rich Higgins Beer Immersions are active tours that involve walking (for up to 45 minutes, as when walking to a brewery) and standing (for up to 120 minutes, as on a brewery tour). Walking surfaces can include cobblestones, paved roads, slight inclines, and grass or dirt paths (occasionally). Walking surfaces may be wet or uneven. Please wear sensible walking shoes during the Immersion.

It is essential to showing up at each Immersion day's meeting place on time! The Immersion itineraries are packed with activities, appointments, and logistics, all of which Rich has pre-arranged. Punctuality is essential to allow the Beer Immersion group to complete the itinerary and for participants to get the most out of their time and money spent on the Beer Immersion. Helpful tips for punctual meet-ups include: pre-plan the route and transportation method from your lodging to the meeting point, discuss with Rich the proper directions to the meeting point, check the weather forecast, know and follow the directions, use smart phone map app, be comfortable taking buses/taxi/Lyft/Uber, don't oversleep and don't be hungover.

Keep an eye on the weather forecast and plan for rain and wind (and maybe snow, in colder months). Rich will endeavor to keep the Immersion group out of the rain, wind, and snow, but there will be times when the value of visiting a certain brewery or restaurant outweighs the downside of a wet walk in the elements to get to that brewery or restaurant. Please be prepared for walking outside in rain, snow, and wind. Rich will only make large itinerary adjustments for weather in the case of truly inclement weather.

Immersion lunches and dinners will generally consist of typical cuisine of the region, which includes meats, cheeses, and other ingredients unsuitable to a variety of exclusionary diets, including vegan, "paleo," raw, gluten-free, etc. Participants following vegetarian and pescatarian diets will generally find suitable, if limited, options at each lunch and dinner.

At the time of registration, please disclose any health issues or concerns about participating in Beer Immersions.

It is advisable to arrive into Europe at least two days prior to an Immersion to adjust to the time zone change and allow for travel delays.

#### PERSONAL CONDUCT AROUND ALCOHOL, REMOVAL FROM IMMERSIONS

Rich Higgins Beer Immersions involve enjoyment and consumption of beer. Participants are expected to act responsibly at all times, including during any consumption of alcohol. Proper personal conduct around alcohol is required.

Rich Higgins reserves the sole right to remove or exclude any person as an Immersion participant at any time, including while the Immersion is underway. A customer may be removed from further participation if, in Rich's sole judgment, the individual's actions impede the operation of Beer Immersions, pose a threat to the enjoyment or welfare of any Immersion participant, or are unsuitable for group travel. Such behavior or condition may include infectious sickness, drunkenness, inability to remain awake and alert, or a behavior or action that is unsafe, disrespectful, disruptive, or otherwise not conducive to education or to respectful interaction with other participants, vendors, or suppliers.

In the event that a participant is removed from an Immersion for improper behavior or conduct, or if a participant is fatigued or unwell from overindulging during previous Beer Immersion activities and is unable to attend or join the Immersion in a punctual manner and in sufficient condition, that participant forfeits his or her right to request a refund for any payments to Rich for Immersion activities missed, and Rich has no obligation to refund that participant's money. The participant's further transportation costs, airline penalties, and any other expenses will be the responsibility of the participant. In the case of participant removal or exclusion due to symptoms of infectious sickness, which puts the welfare of the Immersion group at risk, a participant is eligible for a refund of 50% of the participant's payments for any remaining, unused portions and activities of the Immersion.

#### CANCELLATIONS & REFUND POLICY

All customer payments, including deposits, are non-refundable, except in case of medical or family emergency, natural disaster, or disruptions from political- or terrorism-related activity. If an Immersion is cancelled by Rich prior to its departure, you are entitled to a complete and prompt refund.

Once an Immersion begins, no refund will be provided if you arrive late, withdraw from an Immersion prior to its ending, get removed from an Immersion or excluded from certain activities, or if you skip or miss any group meals or activities as stated on the Immersion itinerary. No refund is given for any part of the tour in which you choose not to participate, nor for which you are removed or excluded due to misconduct. If you must cancel your reservation, notify Rich in writing as soon as possible.

Rich will send an invoice for final payment within 14 days of the due date. If final payment is not received by the due date, a participant's reservation will be cancelled and deposit will be forfeited and cannot be applied to another Immersion.

In the event that a participant voluntarily departs from a tour, that participant forfeits his or her payments to Rich and Rich has no obligation to refund that participant's money. Further transportation costs, airline penalties, and any other expenses will be the responsibility of the participant.

Rich reserves the right to cancel a tour for any cause. If an Immersion is cancelled by Rich prior to its departure, you are entitled to a complete and prompt refund. Refund of payments made constitutes full settlement, and releases Rich Higgins from any further liability. Rich Higgins is not responsible for any additional expenses incurred by tour participants preparing for a canceled tour, such as nonrefundable airline tickets or passport fees.

#### WHAT'S INCLUDED, WHAT'S NOT INCLUDED

Beer Immersion prices *include and are limited to the following purchases and costs on Immersion days*: lunch, dinner, all beers for immediate consumption, soft drinks, drinking waters at lunch and dinner, tour admissions, tasting fees, gratuities, and public transit specifically included in Immersion itineraries, plus one coffee and one pastry during the daily coffee and pastry break. When all-day transit passes are furnished during the Immersion day, participants are welcome to use those free of charge for the remainder of the day/evening after that Immersion day's end.

Beer Immersion prices *do not include*: overnight lodging, airfare or other transportation to Belgium or Germany, transportation to/from an Immersion city outside of Immersion days, transportation to the daily Immersion meeting point (usually a train station or restaurant in Immersion city's center), transportation from the daily Immersion end point (usually a restaurant in Immersion city's center), beer or food not for immediate consumption (e.g. bottled beers to take home after Immersion), merchandise and memorabilia (e.g. clothing purchased at a brewery), wine, spirits, cocktails, cider, mead, passports, visas, medical care, nor any and all costs or purchases outside of a Beer Immersion day. Travel days between different cities' Beer Immersions are not considered part of an Immersion (e.g. a travel day between a 2-day Brussel Immersion and a 2-day Antwerp Immersion).

#### MEDICAL CARE & HEALTH CONDITIONS

Participants must disclose any medical or health conditions well before departure. Rich has the right to exclude any participant at any time during a Beer Immersion if he feels the participant is incapable and/or if a participant's continued participation will jeopardize the participant or the Immersion. If a participant has willfully not disclosed a medical or health condition that Rich determines requires the participant's exclusion from any or all Immersion activities, the participant is not eligible for refund for missed activities.

In the case of participant removal or exclusion due to injury or medical condition which develops during an Immersion, a participant is eligible for a refund of 50% of the participant's payments for any remaining, unused portions and activities of the Immersion.

Rich Higgins assumes no liability regarding provision of medical care during Beer Immersions. Rich is not responsible for the costs of any medical treatment a participant may require during a Beer Immersion. Under no circumstances is Rich responsible for the quality of medical care, or lack thereof, available to participants during a Beer Immersion. It is recommended that participants review their medical insurance policies to be aware of benefits, coverages, care providers, and costs in Europe.

### IMMERSION ITINERARIES, PASSES & FARES

Approximately four week prior to the start of an Immersion, Rich will send participants a detailed Immersion itinerary and other information. Any bus or train tickets, including all-day passes, will be distributed to you during the Immersion, and not prior.

Rich reserves the right to make changes to the itinerary, activities list, and locations, when necessary due to unforeseen circumstances, such as business closure, transit strikes, and other forces out of his control, or to be able to take advantage of last-minute opportunities that improve the Immersion.

### MINIMUM AGE, PREGNANCY

All participants of Rich Higgins Beer Immersions must be 21 years of age or older. Pregnant women are not allowed as participants of Rich Higgins Beer Immersions.

### SMOKING POLICY

No smoking is allowed during group meals and beer tastings indoors or outdoors, including in cafes and bars that normally allow smoking and in which the cafe's or bar's other customers are smoking. To encourage an atmosphere in which all Beer Immersion participants may best taste and perceive their beer and/or food, smoking by Immersion participants is not allowed, in an effort to avoid interference by second-hand smoke.

### TRAVEL INSURANCE

It is strongly recommended that each Immersion participant purchase travel insurance, which can protect against a variety of travel disruptions or cancellations, including those due to medical emergency for self, family members, or business associates that may cause a participant to cancel Immersion participation. Travel insurance is available from a variety of insurers, and is also a benefit of many major credit cards. Inquire with your insurer or credit card benefits guide.

### PASSPORTS & VISAS

A current, valid passport is required of each participant for travel to Belgium and/or Germany. Ensure that your passport is valid for at least 6 months after the last day of your planned travel. (Passport control agents can refuse your entry into their country if they have concern that your passport may expire anytime near the end of the visa.) In the United States, it can take over a month to get a new passport. (U.S. passport applications and renewals must remove glasses for their passport photo. The #1 reason for new passport application delays is photos with eyeglasses.)

Each participant is responsible for ensuring that he or she has the proper travel documents and must research whether visas or passports are required before his or her travel.

### PHOTOGRAPHY & VIDEO

Rich reserves the right to take photographs and video, including of participants, during the Immersion. By registering for a Rich Higgins Beer Immersion, a participant thereby gives to Rich Higgins the irrevocable right to use photography and video recordings of the participant for promotional purposes, free and clear of copyright, licensing, or final approval. Immersion participants assign all right, title, and interest they may have in any and all media in which their name or likeness might be used to Rich Higgins.

#### APPLICABLE LAW

Any disputes concerning or relating to this contract, any other Immersion literature, or the Immersion itself, shall be governed by the laws of the State of California in the United States. Any claims against Rich must be brought in the Federal or State Courts located in the State of California, to the exclusion of the Courts of any other state and country.

#### LIMITATIONS OF LIABILITY

Rich Higgins assumes no responsibility howsoever caused for injury, loss or damage to person or property in connection with any service resulting from acts of God, detention, annoyance, delays, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, food- or beverage-related illness, sanitation problems, lack of medical care, consumption of alcoholic beverages, risks associated with impure food or impure water, dangers associated with animals or recreational activities, and discrepancies or changes in transit over which he has no control.

Rich Higgins Beer Immersion activities, such as transportation and service of food and beverages, are provided by independent suppliers. Rich Higgins hereby gives notice that he acts only as the agent for the suppliers of Beer Immersion activities, including the providers of foodservice, means of transportation and/or all other related travel services. Rich is not liable for any negligent or willful act or failure to act of any supplier, supplier's owner, or supplier's representative, or of any other third party. By utilizing the services of the suppliers, you agree that you will look to such suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that Rich Higgins shall not be liable.

As a participant on a Rich Higgins Beer Immersion, I fully and clearly understand that I will be consuming alcohol during the Immersion and I accept full responsibility for my behavior, well being, and health throughout the tour, which may involve locations, modes of travel and activities that are all unfamiliar, including but not limited to pedestrian travel on busy streets, cobblestones, train platforms and stations, public buses, trains and trams, stairs, restaurants, bars, cafes, and wet brewery floors strewn with hoses and other hazards. I further realize that brewery tours may involve beer tasting before, during, and/or after the tour; and that the tour may involve walking through unfamiliar, narrow and/or steep corridors, gangways, stairways, and driveways. I also realize that breweries may be operational during certain visits and that this presents additional hazards including heat and steam, hot pipes and boiling kettles, reduced visibility, cold temperatures, and pressurized containers. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well being and health during the Beer Immersion. I release Rich Higgins from all liability should any harm come to me.

#### SELLERS OF TRAVEL UNDER CALIFORNIA LAW

Rich Higgins is registered with the State of California as a registered Seller of Travel, #2130300-40. California law requires certain sellers of travel to have a trust account or bond. Rich Higgins has a trust account dedicated to his Beer Immersion travel services.

#### NOTICE TO PARTICIPANTS LOCATED IN CALIFORNIA

Rich Higgins is a participant in the Travel Consumer Restitution Fund, a payments for Rich Higgins Beer Immersion travel services may be covered by the Travel Consumer Restitution Fund. In the event of Rich Higgins's failure to make a refund to a customer who has sustained a

loss, a customer located in California at the time of sale of Rich Higgins Beer Immersion travel services have a right to make a claim on California's Travel Consumer Restitution Fund.

Covered losses shall be limited to those incurred in a transaction with a registered seller of travel who at the time of sale was a paid-up participant in the Travel Consumer Restitution Fund. Payments from the restitution fund shall be limited to restitution for sums paid for transportation or travel services and shall not include any other amounts, including, but not limited to, payment for lost wages, pain and suffering, emotional distress, travel insurance, lost luggage, or any consequential damages. The person aggrieved shall not be entitled to receive attorney's fees in connection with a filed claim or on appeal.

A claim with the Travel Consumer Restitution Corporation (TCRC) can be made online at <https://www.tcrcinfo.org/FileAClaim.aspx> , or a claim packet may be downloaded and mailed to the address on the claim form along with a check payable to the TCRC. Claims must be filed within one year after the scheduled date of completion of travel. A person aggrieved may recover from the Travel Consumer Restitution Fund an amount not to exceed \$15,000 per person aggrieved, not to exceed the amount paid to the participant by or on behalf of the person aggrieved for the transportation or travel services.

RICH HIGGINS BEER IMMERSIONS  
REGISTRATION AND RELEASE FORM

In order to register for a Rich Higgins Beer Immersion, you must sign this Registration and Release Form, which indicates your understanding and acceptance of the above Terms and Conditions, including all limitations of liability.

Please email or mail your signed registration and release form to Rich at the time of registration. Electronic signatures will have the same effect as original signatures. (Please fill out a separate form for each participant.) Email to [rich@richhiggins.com](mailto:rich@richhiggins.com) or mail to Rich Higgins, 582 Jersey St., San Francisco, CA 94114 USA.

Both the signed registration and release form, and a 30% deposit, are necessary to secure your place on a Beer Immersion.

Participant Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address (including postal code and country): \_\_\_\_\_

\_\_\_\_\_  
Telephone Number and Country Code (for reaching you in case of changes and emergencies before and during Beer Immersions):

Country Code (if not United States phone): \_\_\_\_\_ Phone Number: \_\_\_\_\_

*I hereby acknowledge all of the Terms and Conditions on the previous pages and hereby release and discharge forever Rich Higgins from and against any and all liability arising from my participation in Rich Higgins Beer Immersion(s). I agree that this release shall be legally binding upon me personally, all members of my family, my and their heirs, successors, assigns, and legal representatives.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_