

RESERVATION FORM

TOAST TRIP — TAMIL NADU, INDIA JANUARY 29 — FEBRUARY 14, 2025

Thank you for joining the 2025 Trip to India!

Prices for the trip as follow:

Double room \$11,900

Please note: If we are unable to match you with another participant for a double room, single room prices will apply. Double room occupancy is on a first-come, first-served basis. Maximum number of guests on the trip is 8. Double rooms will always have 2 beds.

Single room \$13,500

To pay, mail a bank check in U.S. dollars payable to **Toast at Home & Away**, along with this reservation form to:

Nancy Doyle
P.O. Box 14
Fishers Island, NY 06390

___ Enclosed is my check for the deposit of \$2000*

___ Enclosed is my check for full payment

___ Enclosed is a signed Terms and Conditions of Participation

Upon receipt of payment and the signed Terms and Conditions of Participation, you will receive a confirmation of your reservation via email.

** Your deposit of \$2,000 reserves your spot on the trip until September 18, 2024, at which time, full payment is due.*

Would you like a single room? _____

Or double room? _____

If reserving a double room, please choose:

I will share a room with

I would like a roommate assigned if available _____

Please note: As a condition of acceptance of any application, each applicant must pay the deposit or full fee by the applicable due dates. Reservations will not be confirmed until Provider receives payment as well as a signed Terms and Conditions of Participation. The undersigned has read the description of activities set forth in Provider's promotional materials and/or website, and is interested in becoming a Participant.

Name

Signature

_____ Date _____

**TERMS AND CONDITIONS
TOAST AT HOME AND AWAY - TRIP TO TAMIL NADU
JANUARY 29 – FEBRUARY 14, 2025**

As a condition of acceptance of any reservation for our Trips, each applicant must agree to and sign the statement set forth below. By signing below, the applicant affirms he/she has read the itinerary of activities for the Trip as well as the Terms and Conditions of Participation set forth below, and recognizes and accepts any risks thereof. The undersigned also understands and hereby agrees for himself/herself as well as his/her dependents, heirs, executors, and administrators, and assigns to abide by and accept the conditions set forth under the Terms and Conditions below, and to release and hold harmless the Trip Provider, its tour operators and any of their officers, trustees, agents, licensees or representatives from any and all liability for delays, injuries, or death, or for the loss of or damage to his or her property however occurring during any portion of, or in relation to, the above indicated tour. By signing below, the undersigned has carefully read, understood and agrees to the Terms and Conditions. By submitting the Reservation Form, Signed Terms and Conditions of Trip Participation and payment, you express your intent to participate in the Trip.

TERMS AND CONDITIONS OF TRIP PARTICIPATION

Parties

This agreement is between you ("Participant") and Toast At Home And Away, LLC, a New York Limited Liability Company whose principal place of business is 342 Peninsula Road, #14, Fishers Island, NY 06390 ("Provider"). Any officers and employees of Provider will be identified as representatives of Provider. Provider also uses the services of a number of third party vendors to provide transportation, lodging, and food services ("Third Parties") who are in no way employed,

associated or affiliated with Provider. Provider does not own or operate any of the accommodations, services, or facilities used, but merely arranges the use of these services as an agent of Participant. All Third Parties are independent contractors who are not agents, employees or affiliates of Provider and over whom Provider has no control.

Scope of Services

The Trip is designed to expose travelers to the culture and food of Tamil Nadu, India. The Trip is led by chef-instructor and travel guide Nan Doyle, who has carefully chosen the people, places and sites on the visit. The Trip involves excursions in and around villages, cities, and the countryside. These excursions are designed to give you access to enrich your understanding of this region of India. The activities included are listed on the Provider's website. Unless otherwise expressly indicated by Provider in writing, any other excursions or other tours that you book on your own during the Trip are not a part of the Trip. For any such excursion or tour, your contract will be with the operator of the excursion or tour and not with Provider. Provider is not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the Third Party.

Reservation and Payment Schedule

Early reservation is suggested, as space is limited. Places are available on a first-come, first-serve basis.

Reservations are guaranteed once Provider receives all of the following from the prospective Participant:

- 1) a complete Trip application, 2) affirmation of review and agreement to the Terms and Conditions of Trip Participation set forth herein, 3) and payment in full.

Participant shall send Reservation forms, signed Terms and Conditions, and payments to Provider at P.O. Box 14, Fishers Island, NY 06390 **no later than September 18, 2024**, unless discussed with Provider. If Participant signs up later than September 18, 2024, full payment is due upon registration. Payment shall be in United States currency. For clients coming from outside of the United States, payment must be with a money order in United States currency at the rate of exchange applicable at the time full payment is made, or a wire transfer, with an additional \$45 transfer fee. Provider can accept credit card payments, however a 4% bank fee will be applied and collected at the time of payment. Upon receipt of your deposit or payment in full, Provider will send you a confirmation. Participant will receive information by email with details on itinerary, transfers, important information, recommended equipment, and dress, etc. You understand and agree that by submitting your application, you will be bound by the terms and conditions of the Trip as set forth herein. If you act on behalf of a business or organization, you represent and warrant that you have the authority to bind that business organization to these terms and your agreement to these terms will be treated as the agreement of the business or organization.

Pricing

The quoted price of the Trip as stated on the Toast Trips website includes accommodations in a double room or a single room; and all meals and activities listed under "What's Included" on the website. The quoted price is based on current costs and foreign exchange rates and is therefore subject to change. Due to changes in exchange rates, fuel costs, supplier costs and taxes, Provider reserves the right to alter the price shown in any marketing material, including Provider's website, not to exceed a one per cent increase. Provider will inform you of any such changes prior to finalizing your reservation.

Receipt of full payment guarantees your cost and will not be subject to the above-stated price increase. Toast Trips is not responsible for any other expenses incurred by you in: 1) preparing to attend the Trip including airfare and other transportation to and from the location of the Trip, hotel and travel expenses for places and times outside the scope of the Trip; 2) souvenirs, laundry, local, domestic or long-distance telephone calls 3) snacks and meals not listed in the Website description and/or itinerary; 4) tips to food services and hotel services during the Trip.

Deposits

Participant may hold a spot for the Trip upon payment of a deposit of \$2,000.00 U.S. dollars. Full payment is due on or by September 18, 2024. Guaranteed reservations and pricing are confirmed only upon payment in full and submission of a signed Terms and Conditions form. Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the possible cancellation of pending reservations and forfeiture of the deposit amount.

Limitations and Release of Provider Liability

Travel can incur unforeseen dangers or unexpected events. Therefore, the Trip will involve activities that can be potentially dangerous. Some of these activities may include driving on busy roads; walking on uneven village paths, and down steep steps; and participating in crowded festivals. Appropriate footwear is necessary.

1. Participant acknowledges that he/she is informed and understands there are significant risks and dangers involved with such activities. By registering for this Trip, Participant affirms he/she has read the itinerary of activities for the Trip as described in the Trip website, asked

Provider any questions that he/she may have about these activities, and accepts any risks thereof. By booking this Trip, Participant agrees to assume all risks including negligence of Provider and/or Third Parties and agrees to release and indemnify Provider for any and all claims. Participant further stipulates and agrees in consideration of monies paid, agreements contained in this document, and participation in Provider's Trip, to completely release, acquit, and forever release and discharge Provider, personal representatives, employees, officers, successors, heirs and assigns of and from any and all actions, claims, demands, obligations causes of action, damages, costs, loss of service, expenses and attorney fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of any Trip activities for any injury, loss of property, property damage, illness, paralysis or death, loss of consortium, emotional distress, loss of companionship, loss of income, occurring to Participant or Participant's guests during the Trip whether based on tort, contract, or any other theory of recovery, including negligence, of Provider;

2. Provider is not responsible for any personal belongings left behind, lost, damaged or stolen during the Trip or thereafter;
3. Provider is not responsible for the actions of Third Parties including those Provider uses as guides, drivers, servers and like for any negligence, breach of contract, breach of duty or for any accidents or injuries that occur while Participant is engaged with a Third Party. Participant further agrees to release and hold harmless Provider and any of its officers, trustees, agents, licensees or representatives from any and all liability for delays, injuries, or death, or for the loss of or damage to his or her property however occurring during any portion of, or in relation to, the Trip;

4. Provider is not responsible for problems Participant may have due to travel delays, restrictions or cancellations, medical problems, custom regulations, natural disasters, acts of terrorism, acts of war, or actions of any other carriers. Provider is not responsible for airline accidents or loss of luggage. Participants expressly agree to hold harmless and release from liability Provider, its tour operators and other associated agents and agree they have no control over and are not responsible for cancellations and or losses caused by accidents, loss, detention, annoyance, sickness, loss of enjoyment, upset or disappointment, weather, delays and expenses arising from the same; strikes, armed conflict, force majeure, failure of transportation to arrive or depart as scheduled, quarantines, disturbances, restrictions or regulations, discontinuance of advertised schedules, refusals to issue visas, and other causes over which we have no control. The Trip shall not be liable, directly or indirectly, for any injury, death or damage for any reason whatsoever, including but not limited to acts of God, detention, war, quarantine, weather, terrorism, civil disturbance, strike, changes in government regulations, airline.

Participant's Responsibilities and Warranties

Participant understands and hereby agrees for and on behalf of Participant and Participant's dependents, heirs, executors, and administrators, and assigns to abide by the Responsibilities listed in this section.

1. Participants must arrange their own travel to and from the starting point of the Trip. Participant is responsible for ensuring such travel arrangements.

2. Participants must arrange and carry valid and current travel documents appropriate for the location of the Trip.
3. Provider highly recommends that Participant provide his/her own travel insurance, including trip cancellation insurance
4. The Trip activities require a certain degree of physical fitness. It is the Participant's responsibility to ensure that he/she has the level of fitness and health to participate in these activities. Participant warrants and represents he/she has no medical problems that might interfere with Participant's participation in Provider's program. Participant further warrants and represents that he/she has fully disclosed to Provider any and all health and/or medical conditions which may affect Participant's participation as well as made arrangements for any and all medications which Participant may need for participation in Trip activities;
5. Participant warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself/herself;
6. Participant agrees and affirms that any medications are legal and are prescribed to Participant;
7. Participant acknowledges that participation in Trip activities is voluntary and involvement is done with full knowledge of the activities and the risks involved.

Participant stipulates and agrees to fully indemnify and hold forever harmless Provider from:

1. Any action, claim, demand, obligation, cause of action, damages, costs, loss of service, expenses, and compensation of any kind or nature whatsoever brought by any other Participant or other Third Party against Participant arising out of any actions of Participant and/or Participant's guest or family member accompanying Participant during or in relation to the Trip; and
2. Any and all claims, demands or actions which may hereinafter or at any time be made or brought against Provider by any person or entity who has made, or agreed to make payments on Participant's behalf for any medical expenses or any other obligations incurred by Participant as a result of property damage, bodily and personal injuries, illness, paralysis and or death to Participant or any members of Participant's family arising out of Provider's activities.

Use of Likeness and Intellectual Property Rights

It is likely that your personality, photographs and images will be captured in the photographs of other Trip participants and/or Provider. By participating in the Trip, Provider will assume you agree to have your picture taken and used by any other Participant and/or Provider including in Provider's promotional materials, unless Participant otherwise notifies Provider in writing prior to the Trip start date. Furthermore, Participant hereby agrees to indemnify and hold harmless Provider for any claims arising out of any subject matter contained in any of Participant's photographs, including any claims for violation of any and all intellectual property rights.

Provider Policies on Cancellations, Terminations and Refunds Cancellations

All cancellations by Participant must be in writing. In the event Participant cancels the Trip for any reason, the terms under Refunds below apply. In the unlikely event that Provider cancels for a medical, family emergency, or a similar catastrophe, Participant will not receive a refund. However, Participant will receive 50% credit for a future Trip. It is highly recommended that Participant purchase travel insurance, such as [travelguard.com](https://www.travelguard.com) or similar.

Refunds: Refunds will only be issued in the event that your travel insurance policy does not reimburse you, and only in accordance with the terms set below. In order to receive the refunds below, Participant must provide proof to Provider of travel insurance paperwork. In the event that Participant's insurance does not cover the cancellation, the following policy applies:

- Cancellations received before September 18, 2024: 100% of Trip Price or Deposit refunded minus \$1,000 fee.
- Cancellations received between September 18 and October 16, 2024: 50% of Trip Price refunded minus \$1,000 fee.
- Cancellations received after October 16, 2024: No Refund. 10% discount applied to 2026 India Trip.

Terminations: Provider reserves the right to terminate Participant's contract and remove from the Trip at any time without a refund any Participant and/or guest of Participant who is engaged in illegal or disruptive behavior as deemed by Provider.

Jurisdiction and Venue

This contract is deemed to have been executed in Fishers Island, New York in the United States of America. It shall be construed and enforced in accordance with and governed by the laws of the State of New York without regard to conflicts of law principals. Any dispute, claim, or other matter arising under this contract, or arising from activities of the Trip, shall be governed by New York law and the laws of the United States. The parties hereto expressly agree to be subject to personal jurisdiction in New York and venue in New York, NY. The application of UCITA and United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Entire Agreement:

This Terms and Conditions of Participation along with the information on the Reservation form constitutes the entire agreement between you and Provider and supersede any and all prior or contemporaneous oral or written communications, proposals and representations with respect to Trip. To the extent the terms of any Toast at Home and Away policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall control.

The failure of Toast at Home and Away, LLC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, Participant nevertheless agrees that the court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect and that the invalidity of any portion of these terms and conditions shall not affect the validity and enforceability of the remaining terms of the contract.

I, THE UNDERSIGNED PARTICIPANT, HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS, THE RIGHTS AND RESPONSIBILITIES, AND RELEASES THEREIN.

SIGNATURE OF ADULT PARTICIPANT

PRINTED NAME

DATE OF EXECUTION

IMPORTANT - PLEASE FILL OUT AND RETURN THE QUESTIONNAIRE BELOW

Your name, as it	
Passport #	
Mailing Address:	
Email:	
Day/Evening phone:	
Cell phone:	
Emergency contact name & number:	
Health insurance provider and policy	
Birthdate:	

Health, and Diet

Are you in good physical shape?	
Do you have mobility issues?	
Any injuries?	

Medical conditions?	
Allergies?	
Are you on any medications, and	
Serious dietary restrictions,	
Do you drink alcohol?	

Travel Experience:

Have you been to India	
If yes, where and when?	
Have you been on a group trip before, and if so, with whom, where, and for what duration?	

Do you mind if I share your email address with the group?	
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Is there anything else we should know about you?	
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This is the end of the questionnaire form. Thank you so very much!