

TRAVEL AND RELEASE AGREEMENT

THIS TRAVEL AND RELEASE AGREEMENT (this “Agreement”) by and between The Road Les Traveled, LLC, Lesley Murphy, and their respective subsidiaries, licensees, affiliates, successors and assigns (collectively, the “Company”) and _____ (the “Participant”) is made and effective as of this ___ day of _____, 2023 (the “Effective Date”).

WHEREAS, as part of the Company’s Intentional Escapes: LimitLes trips series, the Company has planned a trip (the “Trip”) to Colorado from July 27 2023 to July 31 2023 including lodging, meals, and various excursions and activities;

WHEREAS, the Company has requested that all interested parties complete an application (the “Application”) in order to be considered to join the Company on the Trip, and Participant has completed the Application on his or her own behalf;

WHEREAS, the Company has accepted the Participant’s Application, and by this Agreement desires to invite the Participant to join the Trip, and the Participant desires to join in, and pay the Company for, the Trip;

NOW THEREFORE, in consideration of the above premises (incorporated herein by reference) and the mutual promises contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. COST AND PAYMENT TERMS.

a. Cost and Payment Dates. The Participant shall pay Four Thousand Five Hundred Dollars (\$4,500) to the Company (the “Purchase Price”) in order to participate in the Trip. The Participant shall pay a non-refundable deposit of \$950 (the “Deposit”) within forty-eight (48) hours of, and execute this Agreement within five (5) days of, written notice from the Company that the Participant’s application for the Trip has been accepted. The Deposit will secure the Participant’s spot on the Trip until May 31 and June 16 (the “Payment Date”), when the remaining payments are due and payable in full to the Company. After the Payment Date, and if the Participant has not paid the full Purchase Price to the Company as of the Payment Date, the Company may give the Participant’s spot on the Trip to another individual, in the Company’s sole discretion, without refund of the Deposit or any portion of the Purchase Price. The Deposit and Purchase Price cannot be returned for a full refund after purchase.

b. Manner of Payment is via Stripe, integrated directly into The Road Les Traveled website. Participants may either choose to pay by ACH bank transfer or credit card where processing fees may apply.

c. Company Services. In exchange for the Purchase Price, the Company shall arrange and provide for (1) lodging, which may or may not require the Participant to share a room with one or multiple other Trip participants (the “Residence”), (2) breakfast, lunch, and dinner, (3) yoga classes, (4) excursions and

activities, including all entry fees, (5) airport transportation on specific arrival and departure dates decided on by the Company in its sole discretion, (6) transportation to all Company-provided excursions or activities.

- d. Acceptance of Application. Participant acknowledges and agrees that he or she is the sole individual who may participate in the Trip upon acceptance by the Company of the Application.

2. PARTICIPANT COVENANTS.

a. Airfare and Airport Transportation. The Participant shall, at his or her own expense, pay and arrange for all travel and airfare to and from Denver International Airport. If the Participant is not arriving on a date and time during which the Company, in its sole discretion, has arranged for transportation from the airport to the Residence, the Participant shall, at his or her own expense, pay and arrange for all transportation necessary to arrive at the Residence.

b. Visa Fees. Participant shall be solely responsible for ensuring that all visa requirements, travel documents, passports, and any other documents or permissions necessary to travel to Colorado are valid, paid for, and effective as of the dates of the Trip. Participant shall take all actions necessary in order to ensure the foregoing, and the Company shall not be required to refund any portion of the Deposit or the Purchase Price if the Participant fails to do so.

c. Travel Insurance. Participant is encouraged to obtain travel insurance covering medical emergency and repatriation expenses, personal belongings and money, and personal accident for the duration of the Trip.

d. Additional Meals, Drinks, Purchases. Participant shall be solely responsible for all meals, drinks, and personal purchases made outside of the Company provided breakfast, lunch, and dinner during the Trip. Any purchases, excursions, activities, transportation, and other costs or expenses not planned or arranged for by the Company shall be the sole responsibility of the Participant.

e. Covid Compliance. The Company shall follow all COVID-19 protocol for entry into Colorado. Participant shall be solely responsible for any necessary travel requirements at the time of travel including, without limitation, acceptable viral tests, COVID-19 vaccination, vaccination cards and/or passports and any other similar requirements beyond the control of the Company.

3. TRAVEL RELEASE AND INDEMNIFICATION

Participant acknowledges and agrees that:

- (a) all travel undertaken by Participant in order to participate in the Trip is at Participant's sole risk;

(b) the Company makes no representation or warranty whatsoever with respect to the character, background, physical, and/or mental health of any of the Trip participants, and the Company is under no obligation to investigate the background, physical, and/or mental health of anyone with whom Participant comes in contact during the Trip;

(c) any activities that Participant may undertake while participating in the Trip, including without limitation residing with other Trip participants, carry with them certain serious risks inherent in any social activity. Participant understands that he or she is not required to participate in any activities on the Trip, but, by participating, Participant is freely and knowingly accepting all risks, known and unknown, associated with the activity, which could include sustaining personal injuries, or causing injuries to third parties;

(d) the Company has not and will not arrange for, or carry, insurance of any kind for the Participant's benefit or that of the Participant's heirs, executors, or administrators relative to the travel, activities, and excursions incident to the Trip; and

(e) he or she is solely responsible for obtaining and paying for any life, travel, accident, property, or other insurance relative to traveling to Colorado and participating in the planned activities.

Moreover, in consideration for the planning and guidance provided by the Company to the Participant during the Trip, the Participant, for him or herself, his or her heirs, including his or her minor children, executors, and administrators (collectively, the "Releasers"), hereby unconditionally and forever waives, releases, discharges, and agrees to indemnify and hold harmless the Company, its advertising/promotion agencies, travel partners, prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents associated with the Trip (collectively, the "Releasees") from and against any and all claims, actions, and/or liability, including attorneys' fees, for any injuries, loss, or damage of any kind whatsoever, including any injury, loss, or damage that the Releasers may cause to third parties, arising from or in connection with the Trip.

4. APPEARANCE RELEASE.

(a) Authorization of Use. The Participant hereby authorizes the Company, along with any photographer or videographer engaged by the Company, to make use of the Participant's name, likeness, appearance, and identity in connection with the Company's print, digital, online, and video-based marketing, promotional, and organizational materials (collectively, the "Materials"). The Participant further agrees that the Company may tape and photograph, record the voice, conversations, and sounds of the Participant during and in connection with the Trip, and that the Company shall be the exclusive owner of the results and proceeds of such taping, photography, and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use, and to license others to use, in any

manner, all or any portion thereof or of a reproduction thereof, in connection with the Materials and the Trip or otherwise. For purposes of clarity, the Participant expressly waives any and all moral rights he or she may have in connection with his or her appearance. The Participant further agrees that the Company may use and licenses others to use his or her name, likeness, and any biographical material provided by the Participant in any and all media and in the production, advertising, sale, publicizing, and other use of the Materials, and/or otherwise in connection with the Materials and in connection with the Company's affiliated services or products, throughout the world in all media, an unlimited number of times in perpetuity.

(b) Waiver. The Participant hereby waives any right of inspection or approval of his or her appearance or the uses to which such appearance may be put. The Participant understands and agrees that such appearance in the Materials or otherwise is not, and will not, be deemed employment or an engagement to perform any services and there will be no payment due in connection with the use of such appearance. The Participant agrees that the Company may use or refrain from using any such appearance in its sole discretion. The Participant acknowledges and agrees that the Company will rely on this permission, at substantial cost to the Company, and the Participant hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permission granted hereunder and to indemnify the Company and any person claiming under the Company from any liabilities, losses, claims, costs, and expenses, including attorneys' fees, arising in connection with any breach of any of the representations, warranties, or agreements in this Section.

(c) Limited License. The Participant may possess for personal use only, any intellectual property, including but not limited to pictures or video recordings, provided to the Participant by the Company. The Participant may not sell or use any materials or intellectual property obtained from the Company for commercial use.

5. TRADE SECRETS.

Trade Secret Protection. The Company has taken reasonable precautions to protect confidential information, including the know-how, suppliers, and technical information of the Trip, all of which is confidential and proprietary to the Company. For purposes of the Agreement as it relates to the Trip, the Parties specifically acknowledge that all confidential information related to the Trip has economic value and should be protected from disclosure to the public in general, and prospective competitors in particular.

6. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed in all respects by the laws of the State of Arkansas.

(b) Survival. The representations, warranties, covenants, and agreements made herein by the parties shall survive the closing of the transactions contemplated by this Agreement.

(c) Attorneys' Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, should the Company prevail, it shall be awarded its reasonable attorney fees, and costs and expenses incurred.

(d) Entire Agreement. This Agreement, and any other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regards to the subjects hereof and no party shall be liable or bound to any other in any other manner by any representations, warranties, covenants, and agreements except as specifically set forth herein and therein.

(e) Severability. In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Company, upon any breach, default, or noncompliance by the Participant under this Agreement, shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default, or noncompliance or any acquiescence therein, or of or in any similar breach, default, or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character by a party, any breach, default, or noncompliance under this Agreement, or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing, and shall be effective only to the extent specifically set forth in such writing. All remedies, under this Agreement, by law or otherwise afforded to any party, shall be cumulative and not alternative.

(g) Force Majeure. The Company shall not be liable or responsible to the Participant, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Company's control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) shortage of adequate power or transportation facilities; and (h) other similar events beyond the control of the Company, such as the failure of Company's travel partners to perform its contractual obligations in providing lodging, activities, and meals associated with the Trip.

In the event a Force Majeure event occurs and results in a cancellation of the Trip, Company shall refund the Deposit and Purchase Price to Participant, less all

of the following amounts which Company shall be entitled to retain: (1) any non-refundable costs Company has incurred or paid to its travel partners, vendors, or other suppliers associated with the Trip at the time of the cancellation; and (2) any reasonable labor costs Company has incurred or paid to its officers, directors, employees, agents, and independent contractors in connection with the Trip at the time of the cancellation.

(h) Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

By: _____

Name: Lesley Murphy

Its: Sole Member _____

PARTICIPANT:

By: _____

Name: _____