



Art of Seeing, LLC Terms and Conditions

Liability & Responsibilities

By attending an Art of Seeing Workshop, Adventure, Tour or other Event (collectively referred to herein as “workshop”) you are accepting certain risks. You acknowledge that participation in a workshop and its related activities involves some inherent risk of injury, illness, death, loss or damage to personal property which may be caused by acts of nature or actions of others. In consideration of, and as part of the payment for your participation in a workshop that Ken Lee and Art of Seeing, LLC or their assigns may be conducting, you agree to completely assume all such risks and release Art of Seeing, LLC and Ken Lee from all claims of loss or liability arising from your participation in the workshop. You acknowledge that by traveling to areas that may be remote, foreign, mountainous, wilderness, wild rivers, remote deserts, and may not be developed or maintained to the standards you are accustomed, may involve certain additional risks, dangers, and inconveniences including, but not limited to, terrorism, forces of nature, wild animals, poor lodging accommodations, vehicle malfunction, poor condition of roads, walkways, trails, or other unknown risks. You agree to assume all such risks. You acknowledge that medical services and facilities may not be readily available during all or part of the workshop, including medical care, presence of physicians, and medication. We assume no liability for medical care. We assume no liability for dietary requirements you have.

You are responsible for studying all pre-trip information; for bringing all equipment, personal items, and appropriate clothing; for conforming to standards of dress and hygiene; and for acting in a manner considerate of fellow participants, locations and environments, guides and models. We reserve the right to cancel any activity and to accept or reject any person as a member of any activity. The workshop leader’s judgment shall be the ultimate determination of an individual’s ability to participate in, or continue to participate in, any activity or program.

You acknowledge that group travel invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. Group participants must allow for flexibility and changes deemed necessary by the program leader or professional guides. You also understand that published itineraries are not a guaranteed schedule of activities, events, or participation, but only a guideline and example. There may be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that will cause further changes in timing, locations, and activities. Understanding this, you further agree that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

By registering for a workshop, you assume sole responsibility for selecting an activity appropriate to your physical abilities and interests. By accepting our terms of service, and by your deposit, you certify that you do not have any physical or other considerations of disability that would create a risk for you or other participants. We reserve the rights to request a doctor’s statement of good health.

Your registration signifies your full understanding and agreement that you release and hold harmless Ken Lee and Art of Seeing, LLC, its officers, agents, partners, sponsors, associates, sub-contractors, from any and all liability, actions, causes of actions, claims, debts, and demands of every kind whatsoever, known or unknown which may arise in connection with your participation in any activities arranged by them without limitation.

Arbitration

You agree to have any claim, controversy, or dispute relating to the enforcement or interpretation of this document or arising or relating to your registration, participation, or attendance at a workshop, submitted to binding arbitration under the rules and regulations of the American Arbitration Association. The arbitration shall take place in Seattle, Washington. You hereby waive your right to bring an action before a judge or jury in any court and you understand that you have given up your rights to discovery and appeal. Any award rendered in any arbitration may be made a judgment by any court of competent jurisdiction. You understand that if you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the State of Washington laws and civil procedures.

Cancellation or Change of a Workshop

While Art of Seeing, LLC will make every attempt to operate a trip we advertise, we do reserve the right to cancel or change a trip, at any time due to insufficient bookings or reasons beyond our control that might create unsafe or undesirable travel conditions for the participants. In such cases, a full refund will be issued. However, the financial liability of Art of Seeing, LLC shall be limited to the amount paid to Art of Seeing, LLC for the Workshop only and shall not be extended to cover any other associated travel costs incurred such as non-refundable air tickets, visa fees, clothing, equipment, other transportation costs, medical expenses, travel insurance premiums, or any other expense. For workshops outside of the US, tuition may be adjusted after you have registered, based on local currency fluctuation.

Cancellation & Refunds

Deposits are NOT refundable but may be transferrable to another Art of Seeing workshop for up to 24 months from date of cancellation in accordance with the following schedule:

Regardless of when you cancel, if we fill your spot*, you will receive a refund of all fees paid less your deposit and \$150 processing fee. If we cannot fill your spot, the amount of your refund is based upon the cancellation date:

- Cancellation 120 days or more from workshop start date: 100% refund of fees paid less deposit and \$150 processing fee. Deposit transferrable up to 24 mos.
- Cancellation 90 – 120 days from workshop start date: 50% refund of fees paid less deposit and \$150 processing fee. Deposit forfeit.
- Cancellation less than 90 days from workshop start date: No refunds.

**canceled spots are filled after the workshop reaches full capacity*

All cancellations must be made in writing. Refunds will be paid by the same method that the original payment was made.

Payments made for private workshops that you arrange with us are not refundable.

Note: there are some non-refundable workshops for which the above terms do not apply, and for these workshops we do not offer a refund of any payments made under any circumstances. This will always be noted clearly on the Workshop page of our website.

Use of Name and Likeness

We reserve the right to take photographs or videos during the operation of any workshop or part thereof and to use the resulting photography in whole or in part for promotional purposes, including, but not limited to: advertising and publicity both in print and electronic media. By booking a reservation with Art of Seeing, LLC, participants agree to allow their images to be used for such purposes; participants who prefer that their image not be used must identify themselves to the tour leader at the commencement of their trip.

International Travel Documentation

You are responsible for ensuring that you have the proper travel documents and immunizations. You should check with the respective consulate(s) or visa agencies to determine whether visas are required. Valid passports are required for international travel.

Insurance

We encourage and recommend that you purchase travel insurance. Such insurance often provides coverage for losses suffered in the event of trip cancellation and interruption, travel delay, loss of baggage and travel documents, baggage delay, medical emergencies and accidental death. **Some workshops may require that you purchase travel insurance as a condition of participation,**

Third-Party Services

You understand that we rely upon third party tour organizers, transportation providers, hotel operators and food providers to provide the services associated with the Workshops. All tickets, coupons, reservations, etc. are subject to the terms and conditions and other policies of the third-party service provider. We cannot control the actions of such third-parties and do not assume responsibility for unanticipated events that may occur, including, without limitation, travel delays, lost luggage, cancellations, overbooking, and other reservation errors. You should build some flexibility into your schedule in case we need to extend the length of the Workshop or make other reasonable scheduling changes to accommodate unanticipated events such as travel delays, lost luggage, cancellations, overbooking and other reservation errors. You will not be entitled to a refund in the event of unanticipated events requiring scheduling changes. You further agree to hold us harmless from and against any liability for injury, death, damage, loss, accident, delay or irregularity that might occur in connection with any services provided by third parties.