

## **Trip Participant Terms and Conditions**

### **TO RESERVE TODAY**

To make a reservation, complete the registration form at [www.ringtospaexperience.com](http://www.ringtospaexperience.com) and provide your contact details and deposit. We accept VISA, MasterCard, and American Express credit and debit cards for the deposit. Early reservation is recommended to ensure your space on this program. You may also email us at [events@ringtospaexperience.com](mailto:events@ringtospaexperience.com).

### **LAND COST**

Prices are listed in U.S. dollars and are priced per person, based on a person sharing a room with another. While we do our best to maintain the listed price, because our prices are set over a year in advance, we reserve the right to increase costs due to circumstances beyond our control, tariffs, taxes and VAT received after prices are published and to reflect fluctuations in foreign exchange markets. The land cost is based on a minimum of 2 guests, and may increase significantly on a per person basis for solo travelers.

### **WHAT IS INCLUDED**

- Comprehensive educational program by content experts and professional on-site guides
- All accommodations and meals outlined in the itinerary
- All ground transportation within the itinerary unless otherwise indicated
- All sightseeing as specified in the itinerary
- Entrance fees
- Gratuities to porters, drivers, and guides
- Baggage handling for one checked piece and one carry on piece per person
- The assistance of an OP Agency trip manager for comprehensive logistical and customer service management on the trip
- The assistance of an OP Agency professional travel team to assist with pre-trip questions, travel arrangements, including flights, extra hotel nights, and other services.
- Comprehensive pre-departure information about the destination and what to expect on the trip, including a suggested reading list

### **WHAT IS NOT INCLUDED**

- U.S. domestic or international airfare or other transportation from your home to the starting point of the trip and from the end point of the trip to your home.
- Airport transfers in North America or airports not included in Trip Itinerary
- Travel and trip cancellation insurance
- Passport, visa, airport departure and excess baggage fees
- Meals not specified in the itinerary; food and beverages not part of the included meals
- Personal items such as telephone, laundry, room service, alcoholic or other beverages not specified as included
- Gratuities for non-group services
- Expenses you may incur resulting from delays due to bad weather, road conditions, sickness, government action, and flight delays
- Potential Surcharges: Trip prices are based on tariffs, currency values, and other costs in effect at the time of publication. All reasonable efforts to maintain published prices will be exercised, however, you may face a surcharge in the event of changes in tariffs, taxes, fuel costs, or other circumstances beyond that occur after publication. Any such surcharge shall be at actual cost and shall be communicated to you in writing with reasonable advance notice prior to departure.

- Expenses incurred in making individual travel arrangements in conjunction with the trip, sightseeing not included in the itinerary
- Vehicle Damage Excess: Any costs associated with damage to rental vehicles used during track or road sessions.
- Circuit Damage & Track Fees: Costs for circuit repairs (e.g., Armco/barrier damage), towing fees, or track closure fees resulting from an incident.

### **PAYMENT SCHEDULE**

\$500 refundable deposit is due upon application. The deposit shall remain refundable until April 30, 2026, after which date the deposit becomes non-refundable. The balance is due in full within 10 days of the non-refundable deadline: on or before May 10<sup>th</sup>, 2026. If full payment is not received within ten (10) days of the non-refundable deadline (i.e., by May 10, 2026), the deposit shall be forfeited and the reservation shall be released to the waitlist on a first-come, first-served basis. Acceptable forms of payment for the deposit are Visa, MasterCard, or American Express credit or debit cards. Final payment may be made by credit card, debit card, check or wire transfer. If reservation holders request any modifications involving a pricing change to an existing reservation within 90 days of the Trip's departure, full payment will be required upon confirmation. If any final payments remain outstanding (i.e. as a result of additional amounts owed due to modification of an existing paid reservation, including optional upgrades) and are not received at least 90 days prior to departure, that reservation is subject to cancellation without refund.

### **NO-GO DATE**

The Trip will move forward to production stage provided minimum revenue requirement is met by committed payment by "Non-Refundable" guests. If all prospective guests including the waitlist have been exhausted within [10] days of the time all final payments are due (May 10<sup>th</sup>, 2026) and the minimum threshold is not achieved to justify the expenditure on suppliers such as rental cars, hotels, transports, fees, reservations, etc (costs to complete), both parties agree to forfeit the trip and return all deposits and committed funds to participants.

### **CANCELLATION AND REFUNDS**

All cancellations must be submitted in writing (email) to Osbourne Purdie, LLC dba OP Agency ("OP Agency"). Per person cancellation fees are based on the date of the cancellation notice reaching OP Agency. Cancellation by you more than 120 days prior to departure; refund of full Trip price less \$500 deposit and 50% administrative fee (total \$750). Cancellation by you between 119-91 days before departure: 25% of Trip price is forfeited. Cancellation by you between 90-61 days, 50% of the trip price is forfeited. Cancellation by you within 60 days of departure: no refund of Trip price. Cancellation by you on day of departure or after trip departs: no refund. No refund for unused portions of Trip, including, but not limited to, missed meals, hotel nights and sightseeing. Any penalty imposed by an airline or other tour service provider for cancellation, including for airline service between points on the Trip, is your responsibility. Your decision not to participate in the Trip due to State Department warnings, illness, death of a family member or any other reason will be deemed a cancellation. If a flight or other delay prevents you from joining the Trip on the Trip departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future trip, but you may join us later in the Trip if you wish. Cancellation of program by Hearst Magazine Media, Inc. ("Hearst") and OP Agency: full refund. Reservations are not transferable without the explicit approval of the Hearst and OP Agency. NOTE: Neither Hearst nor OP Agency accepts liability for any airline, train or other transport cancellation penalty incurred by the purchase of a non-refundable airline or train ticket to the trip departure city or return.

### **INSURANCE**

We strongly recommend the purchase of trip cancellation insurance, which is available for coverage of expenses in conjunction with cancellation due to illness or accident, and medical insurance. Baggage insurance is also recommended. In the event that you must cancel your participation in a travel program,

trip cancellation insurance may be the only source of reimbursement. We will send you a brochure from Travel Insurance Services, or you may obtain coverage through a company of your choice.

### **SINGLE ROOMS**

A limited number of single rooms are available at extra cost on a first-come, first-served basis, but availability cannot be guaranteed. Please understand that, in some hotels, single rooms are very small. The premium you pay is for privacy, not spaciousness. If you would like a roommate, we will do our best to find you one. If we are unable to find a suitable roommate, you will be charged a higher single rate.

### **A NOTE ABOUT THE ITINERARY**

While every effort will be made to carry out the program as planned, the nature of travel is unpredictable, and we must be prepared for changes. The itinerary as described is subject to modification by OP Agency.

### **FITNESS TO TRAVEL, ACTIVE ELEMENTS, AND DRIVING REQUIREMENTS**

To enjoy your travels to the fullest, you should be in good physical and mental health. This trip incorporates high-performance driving activities including track driving, sports car operation, and high-speed driving experiences.

- **Driver Eligibility:** All drivers must be at least 21 years of age and hold a full, valid driver's license from their country of residence. You must be legally permitted to drive in Germany, Belgium, and The Netherlands.
- **Safety Briefing & Mandatory Instruction:** Every rental includes a mandatory safety briefing. Professional instruction is required for all track rentals (minimum 1 lap for Touristenfahrten or 1 hour for Track Days) to ensure understanding of circuit rules and vehicle dynamics.
- **Protective Gear:** Helmets are mandatory for all track sessions.
- **Renter Responsibility:** Motorsport is inherently risky. You acknowledge you are in control of the vehicle and responsible for driving within your limits. Defensive driving is mandatory; irresponsible or dangerous driving may result in immediate termination of the rental without a refund.

Any physical or mental condition requiring special attention, diets, or treatment must be reported in writing when the reservation is made (or at such later time when you become aware of such a condition). We reserve the right to decline to accept or retain any person as a participant to the extent permitted by applicable law should such a person's health, mental condition, physical condition, or attitude jeopardize the operation of the travel program or the enjoyment of other participants. All health information is protected and treated as confidential.

You are responsible for familiarizing yourself with the level of activity and driving skill that will be involved in your trip and assessing your ability and willingness to participate. Any such activity is entirely optional.

### **Driving Qualifications and Requirements:**

- You must possess a valid driver's license from your country of residence
- You must be legally permitted to drive in Germany and Belgium which may require obtaining an international license.
- You must be at least 21 years of age (or such other minimum age as specified in the Trip Program Exhibit)
- You must have sufficient driving experience and skill to safely operate high-performance vehicles
- You must comply with all track-specific safety requirements, including use of helmets and safety equipment as required
- You must follow all instructions from driving instructors and track officials
- You acknowledge that driving activities involve inherent risks including vehicle accidents, mechanical failures, loss of vehicle control, and track hazards

In some cases, on-site providers may require you to sign an additional waiver/release to participate in driving activities that involve additional risks or require a certain fitness level. In these cases, we do our best to share these waivers with you in advance of the trip. By signing below, you are representing that that you are physically and mentally able to understand the risks of high-performance driving, both foreseeable and unforeseeable; to safely participate in the selected activities and services; and of sufficient intelligence and maturity to understand and follow safety protocols for vehicle operation and track driving.

## **PASSPORT AND VISA REQUIREMENTS**

You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements.

## **VEHICLE LIABILITY AND INSURANCE**

Participants are responsible for the following financial obligations related to vehicle use:

- Security Deposits: While most rentals do not require a pre-paid deposit, the right is reserved to request a security deposit ranging from €1,000 to €20,000 based on age, experience, residency, or the rental of "Supercar" category vehicles.
- Vehicle Damage Excess (Deductible): In the event of an accident, the renter is liable for actual damage costs up to a maximum capped amount, known as the Excess. Standard Excess levels for track use are:
  - Class 1 Vehicles: €40,000
  - Class 2 Vehicles: €50,000 - €75,000
  - Class 3 Vehicles: Up to €200,000
- Third-Party and Circuit Costs: The vehicle excess does not cover damages to third parties or the circuit. Separate excess amounts apply:
  - Public Roads: €5,000 per claim.
  - Nürburgring/Trackdays: €10,000 per claim (covers barriers, towing, and track closure fees).
- Excess Reduction (Buydown): Participants may elect to pay an additional daily fee for an Excess Buydown program to reduce their maximum liability.
- External Insurance: Renters may source 3rd-party track day insurance (e.g., Gullwing). In this case, the renter must pay the Rental Agency for damages upfront and seek reimbursement from their insurer afterward.
- Repairs and Valuation: All repairs use original manufacturer parts. For vehicles under 24 months old, a "loss of value" (Wertminderung) fee may be applied to the final bill for significant damages.

## **LIABILITY DISCLAIMER**

Hearst's Trip Program is managed by OP Agency, a professional travel company, hired as an independent contractor. OP Agency and Hearst act only as agents for the participant with respect to all transportation, hotels, and all matters of reservations and trip operation. The hotels and other suppliers providing travel or other services through the travel program are independent contractors and not agents or employees of Hearst or OP Agency.

Hearst and OP Agency do not guarantee the accuracy of and disclaim all liability for any errors or other inaccuracies relating to the information and description of the travel products and services (including, without limitation, photographs, hotel quality and amenities, and general product descriptions, etc.).

Hearst and OP Agency further are not liable for the acts, defects, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or their agents, or representatives or for any loss, personal injuries, death, property damage, delay, irregularity, or other damages or expenses, including, without limitation, direct, indirect, punitive, incidental, special or consequential damages, resulting therefrom whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if Hearst and OP Agency and/or their respective suppliers have been advised of the possibility of such damages.

Hearst and OP Agency have no liability and will make no refund in the event of any losses or delays arising from sickness, pilferage, strike, fire, riot, emergency, acts of terrorism, weather conditions, force majeure or other causes beyond their direct control, including, without limitation, any acts of any government or authority. All such losses or expenses shall be borne by the program participant.

If, regardless of the above limitation, Hearst or OP Agency or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with the travel program, then Hearst, OP Agency, and/or their respective suppliers' liability will in no event exceed, in the aggregate, the greater of (a) the service fees paid in connection with the travel program, or (b) One-Hundred Dollars (US\$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose. The limitations of liability provided in these Terms and Conditions inure to the benefit of the Hearst, OP Agency, and/or their respective suppliers.

Hearst and OP Agency further are not liable for the acts, defects, or negligence of vehicle suppliers. You agree to release and hold harmless Hearst and OP Agency from any and all liability for injuries or death occurring in relation to this trip, including high-performance driving

BY OFFERING RESERVATIONS FOR TRAVEL TO INTERNATIONAL DESTINATIONS, NEITHER HEARST NOR OP Agency REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

We reserve the right to cancel any trip prior to departure in which case the entire payment will be refunded without further obligation on our part. If a trip in progress must be interrupted or cancelled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Trip. If we cancel a Trip, we are not liable for any other costs, damages, or refunds for any loss, delay, disappointment, or expense.

We likewise reserve the right to decline to accept or retain any trip participant at any time without being under any obligation to assign any reason therefor. In the event of the exercise of this right, we shall be under no liability to such person(s) except to refund such amount as our absolute discretion deems reasonable to attribute to the uncompleted portion of the trip.

Baggage is carried at the owner's risk entirely. It is understood that air, ship or train tickets when issued shall constitute the sole contract between the participant and carrier concerned. The airlines and all other transportation companies involved in this trip are not to be held responsible for any act, omission, or event during the time the participants are not on board their plane or conveyances.

All services are subject to the laws of the country in which they are rendered.

The participant agrees on behalf of herself/himself, her/his dependents, heirs, executors, administrators

and assigns to abide by the above conditions and to release and hold harmless, Hearst and OP Agency, and each of their respective representatives from any and all liability for any delays, damage, loss, injury or death occurring in relation to this trip. The participant further agrees to defend and indemnify Hearst, OP Agency, and their respective suppliers and each of their respective officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- 1. your breach of these Terms and Conditions or the documents referenced herein;**
- 2. your violation of any law or the rights of a third party;**
- 3. your violation of any supplier rules or restrictions; or**
- 4. your gross negligence, fraud or willful misconduct.**

PHOTOGRAPHY AND VIDEO: Participant agrees that Hearst and OP Agency (and/or their respective affiliates) may record Participant by any means including, without limitation, electronic recording, film, videotape, audio tape, live-stream and photography and Participant hereby grants to Hearst and OP Agency (and their respective affiliates) the gratis right to use, publish, display and broadcast Participant's name, likeness, voice, quotes, and images in whole or in part, by any and all formats now known or hereinafter developed throughout the world including, without limitation, in advertising materials, promotional materials, social media, commercial tie-ups and live-streaming productions. Participant also releases Hearst and OP Agency (and their respective affiliates) from any and all claims and causes of action Participant may have now or in the future based upon defamation, misappropriation, invasion of privacy, right of publicity or similar claims, and Participant agrees not to institute any legal action based on any of the grounds specified herein.

## **PARTICIPANT RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER**

### **Read Carefully: Responsibility Statement and Liability Disclaimer**

OP Agency acts only as an agent for the respective suppliers of goods and services (e.g., hotels, airlines, railroads, bus companies, local trips, etc.) by making arrangements for transportation, accommodations, and other services. Neither Hearst nor OP Agency control, own, or operate these suppliers. The suppliers are independent contractors of OP Agency. Neither the Hearst nor OP Agency shall be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers. Hearst and OP Agency reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of trip participants.

Hearst and OP Agency also reserve the right, without penalty, to withdraw the trip announced, to decline to accept any person as a participant in a trip, or to require any participant to withdraw from the trip at any time, when such action is determined by trip staff to be in the best interests of the health, safety or general welfare of the trip group or the individual participant, subject only to the requirement that the recoverable portion of the total amount paid that corresponds to the cost of unused services and accommodations be refunded, if any. Participants are encouraged to purchase airline tickets no sooner than 60 days before the trip begins to avoid airline cancellation penalties if a trip is canceled or otherwise modified subsequent to the participant's purchase of those tickets. Hearst and OP Agency accept no liability for the purchase of non-refundable airline tickets to the trip departure city and return. Baggage and personal effects are at all times the sole responsibility of the participant. Participants are encouraged to purchase travel insurance.

Dates, schedules, program details, and costs, although provided in good faith based on information available at the time of publication of the brochure or catalog, are subject to change and revision.

**AS A CONDITION OF ACCEPTANCE OF ANY APPLICATION, EACH APPLICANT MUST AGREE TO THE STATEMENT SET FORTH BELOW:**

The undersigned has read carefully the Responsibility Statement and Liability Disclaimer set forth above, the schedule of activities for this trip, as well as the terms and conditions of application and participation as set forth in the trip brochure(s), and recognizes and accepts any risk associated with the trip and the conditions, including the refund policy, set forth in the trip brochure(s). The undersigned further acknowledges that there are many risks and uncertainties inherent in any travel trip, including but not limited to the hazards of various modes of transportation, forces of nature, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, and damage to person or property due to the negligent acts or omissions of suppliers, trip staff or others. In consideration of, and as part payment for, the right to participate in the trip, the undersigned, on behalf of himself, his dependents, heirs, executors, administrators and assigns, hereby waives, releases, and discharges Hearst, its directors, shareholders, officers, employees, representatives or agents, and OP Agency and its officers, directors, shareholders, employees, and agents, (Releasees) from liability, claims, demands, injuries, damages, consequential or indirect damages, actions or causes of action for personal injury, death, property damage or loss suffered by any person in connection with this trip, even if caused by the active and passive negligence or omission of trip staff, suppliers, or other related persons or entities, and, further indemnifies, holds harmless and promises not to sue the Releasees from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of a Releasee or otherwise. In addition, by registering for this trip, the applicant certifies that he or she is mentally and physically capable of full participation in this trip.

Civil Code Section 1542 Waiver. Participant has read and has agreed to waive the rights available to him or her under Section 1542 of the California Civil Code, and any similar statute, code, law and/or regulation of the United States, or any state thereof, to the full extent that it may waive all such rights and benefits pertaining to the matters released herein. Section 1542 provides in pertinent part as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

In connection with such waiver and relinquishment, Participant acknowledges that he or she is aware that he or she may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which he or she knows or believes to be true. Nevertheless, it is the intention of Participant, through this release, to release all matters that are subject to this release, and all claims relative thereto, which now exist, may exist, or heretofore have existed. In furtherance of such intention, the release herein will be and remain in effect as a full and complete release of claims with notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto. In entering into the release provided for in this Agreement, Participant recognizes that no facts or representations are ever absolutely certain; accordingly, Participant assumes the risk of any mistake, and if he or she should subsequently discover that any understanding of the facts or of the law was incorrect, Participant will not be entitled to set aside this release by reason thereof, regardless of any mistake of law or fact.

Binding Arbitration: In lieu of litigation in court and jury or court trials, each of which is expressly waived, and without waiving the Responsibility Statement Liability Disclaimer, any and all disputes and claims concerning, relating or referring to this Binding Arbitration clause, Responsibility Statement and Liability Disclaimer and/or to these Terms and Conditions, any brochure or other literature concerning a Trip or the Trip itself, shall be resolved exclusively by an individual binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American

Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in New York, New York. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any such individual dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, Participant is waiving his or her right to a trial by jury.

Class Action Relief Waiver: Without waiving the Responsibility Statement Liability Disclaimer, Participant hereby agrees that except as provided in the last sentence of this paragraph, he or she may bring claims against Hearst and/or OP Agency only in his or her individual capacity. Even if the applicable law provides otherwise, Participant agrees that any arbitration or lawsuit against Hearst and/or OP Agency whatsoever shall be litigated by Participant individually and not as a member of any travel group, class, or as part of a class or representative action, and Participant expressly agrees to waive any law entitling him or her to participate in a multi-claimant or class action. If Participant's claim is subject to arbitration, the arbitrator shall have no authority to arbitrate claims on a class action basis. Participant agrees that this section shall not be severable under any circumstances from the Binding Arbitration clause set forth above, and if for any reason this Class Action Relief Waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration.

Limitation of Liability and Damages: In no event will Hearst or OP Agency be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the trip, even if advised of the possibility of such damages.

**By registering for a Hearst travel program, the participant agrees to the Responsibility Statement and Liability Disclaimer and the Terms and Conditions herein and that the participant acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.**

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Date

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Signature

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Print Name