



ALPINE AZURE
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Terms of Service

Before booking this program, we ask that you read and sign these terms and conditions (the “**Terms of Service**”). By signing, you indicate that you understand and agree with the terms and conditions of the booking.

1. The Contractual Parties

These Terms of Service apply to all contractual relationships between Alpine Azure (“**Alpine Azure**”, the “**Program**”, “**us**”, “**our**” or “**we**”), acting as part of Chris Nassivera Coaching & Consulting, Geneva and Andrea Barrueto, Zurich, and its clients (a “**Client**”, “**Clients**”, “**Participant**”, “**Participants**”, “**you**” or “**your**”).

2. Services

Alpine Azure offers a personal growth & development program in the Swiss Alps. The Program consists of accommodation in a specific venue and a defined set of group activities, training, discussions and excursions in nature to be held at such a location. Alpine Azure is not offering and is not responsible or liable for any other travel services related to the Program, such as transport, transfers, etc.

Alpine Azure is entitled to replace venues or leaders for the Program. Replaced venues need to fulfill the same standards as the original venue and new leaders need to have similar qualifications as the original leaders. Alpine Azure aims to immediately inform Clients on respective changes. As for cancellations, paragraph 5 below applies.

Additionally, the Alpine Azure coaches offer optional individual one on one coaching for any Clients who are interested. This coaching can take place before or after the program. Should a Client choose to pursue the optional coaching, the terms and conditions of the coaching relationship will be managed via a separate coaching agreement between the coach and the client.

3. Booking

To reserve one of the places in Alpine Azure, a Client must review and agree to these Terms of Service and pay the required amount. A booking is only guaranteed when Alpine Azure has received the full amount and received the signed Terms of Service.

4. Payment Terms

The overall cost of the program include accommodation (depending on the location in a shared bedroom or individual bedroom), 3 meals per day, water, the mountain guide and all facilitated activities. Not part of the payment are travel to/from the Program, additional beverages (alcohol), food outside of main meals and insurance. 1:1 Coaching is also not included.

In order to reserve your place, the full payment is required to complete your registration. If split payment is required, please contact us to discuss possibilities.

5. Cancellations

While we always try to treat cancellation sympathetically, we reserve the right to apply the following charges.

Timing

More than 90 days in advance
61-90 days in advance
31-60 days in advance
30 days or less

Refund Terms

80% refund
75% refund
50% refund
0% refund

If you must cancel, we will try to sell your place to another customer on our waiting list. In the event this is possible, we offer you a 80% refund.

In case a Client is in default (non-payment or partial payment), Alpine Azure is entitled to cancel the booking 10 days after notification by Email.

If Alpine Azure must cancel the program for any reason, a Client may request to have the full payment transferred to a future program or request a full refund. Alpine Azure is not liable for any additional costs associated with such cancellation (travel or transport, any transaction fees, cancellations, etc.).



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6. Liability

To the extent permitted by applicable law, Alpine Azure shall not be liable for any harm or damage to a Client or its property, which may occur while the Client attends the event, or in transit to or from an event. Clients hereby understand and agree that any physical activity, including hiking, walking on a glacier and in winter snow conditions, bears a potential risk of accidents. Clients therefore agree to carry full responsibility for any risk throughout the program and to have necessary insurance (as outlined in Section 7 Insurance).

To the extent permitted by applicable law, Alpine Azure is also not liable for Participants' medical or psychiatric conditions which may develop during or subsequent to the program.

Alpine Azure is not liable for costs incurred from cancellations, delays or changes caused by COVID-19 measures (see Section 14 Covid-19), war, threat of war, terrorist actions or threats, closure of airports, civil strike, industrial action, natural disaster, technical problems to transport, staff cancellations or other events beyond our control.

7. Insurance

Participants need to have insurance for accidents and illness. This insurance must cover personal injury and emergency medical expenses in Switzerland including, but not limited to, helicopter evacuation, air ambulance and repatriation ("Necessary Insurance"). It is highly recommended having travel insurance as we cannot waive our cancellation policy or be liable for loss of your trip in the event that you are unable to travel to the program for any reason. By signing this form, you confirm that you have the Necessary Insurance for the program.

8. Health

By signing this form you confirm that you are medically, physically, emotionally and in all respects fit and able to participate in this program. Our program is not suitable if you cannot take responsibility for yourself either physically or emotionally. If there is anything you would like us to know about your health or if you have any questions regarding health requirements, contact us.

9. Safety

We take your safety and wellbeing very seriously, which is why we partner with a licensed mountain guide for our time on the glacier. However, to the extent permitted by applicable law you are ultimately responsible for your safety, which is why we ask all program Participants to sign a liability waiver before departure. It is extremely important that you obey any instructions from the leaders or the guide.

Alpine Azure reserves the right to prohibit any Client from continuing on a trip with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them or others, or if that Client's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. Our decision will at all times be final on all matters likely to affect the safety and wellbeing of the trip. All Clients must, at all times, strictly comply with all applicable laws and regulations, and Alpine Azure will not accept responsibility or liability for any Client who contravenes any laws or other regulations.

10. Privacy

We collect, use and disclose any data that you provide in compliance with our privacy policy (<http://www.alpine-azure.com/terms-of-service/>). We will only use your personal information if and to the extent that applicable law allows. We will therefore only process your personal information if: i) it is necessary for the performance of a contract with you; ii) it is necessary in connection with a legal obligation, iii) you have given your consent to such use; or iv) if we have a legitimate interest which is not overridden by your interests or your rights and freedoms.

In particular, we process your data for administrative purposes and to provide you with information and services in accordance with the contract between you and Alpine Azure.

We will treat your personal data confidential and will not disclose it to any third parties, unless in medical and further emergency situations, where we may share your personal information with doctors, authorities, related parties, and other persons in Switzerland, the EU or other countries if required or useful. Further, we may share your personal information with third parties where: we are under a legal or regulatory obligation to do so; or it is necessary in connection with legal proceedings or in order to exercise or defend legal rights. We use third parties who provide services on our behalf and may share your information with them, for example our insurance company.



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11. Applicable Law and Jurisdiction

This Terms of Service and any other agreement between Alpine Azure and its Clients as well as any non-contractual obligations arising out of or in connection with this Terms of Service are governed by and shall be interpreted in accordance with the substantive laws of Switzerland (excluding its rules on conflict of laws and excluding the UN Convention on Contracts for the International Sale of Goods).

Any dispute arising out of or in connection with this Terms of Service shall be submitted to the exclusive jurisdiction of the courts of the city of Zurich (Zurich 1), Switzerland.

12. Updating our Terms of Service

These Terms of Service are effective as of January 1, 2021.

We reserve the right to update or change our Terms of Service at any time. We shall communicate material modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted by the Client unless an objection is raised in writing within one month of notification. In the event of objection, the Client shall be free to cancel the relationship with us, subject to the cancellation fees as determined in section 5 above.

13. Severability

In the event any provision or part of this Terms of Service is found to be invalid or unenforceable, only that particular provision or part so found shall be invalid or unenforceable, all other terms and provisions shall nevertheless remain in full force and effect.

14. COVID-19

Alpine Azure will comply with all federal and local regulations. Due to the dynamic nature of the COVID-19 pandemic and the resulting impact on policy, we must accept that we live at a time during which what applies today may longer apply tomorrow. As a result, we are currently unable to confirm absolutely that the program will not be affected by COVID-19 nor are we able to provide definitive information on the protective measures that will apply during the event. Wearing a mask will almost certainly be compulsory in closed rooms, at least if the distance of 1.5m cannot be maintained. We will remain closely informed and will adapt our program policy as needed according to regulations. We will inform all participants of the respective protective measures one month in advance of the event.

15. Agreement

By signing this form, you agree to the above Terms and Conditions.

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Date

Location

Signature (Name)