And Go Ventures LLC
dba Spanish and Go
3916 N Potsdam Ave PMB 825
Sioux Falls SD 57104
United States

LIABILITY WAIVER, RELEASE AGREEMENT, AND RETREAT TERMS

Effective September 2026

By signing this document, I, _____, acknowledge that I am participating in a Spanish language and cultural immersion retreat experience in Mexico (the "Retreat") organized by And Go Ventures LLC dba Spanish and Go ("Spanish and Go"). I understand that the Retreat may involve walking, food and cultural activities, transportation by taxi, shuttle, public transit, funicular, trajinera, bicycle, and other means, excursions, uneven terrain, weather exposure, and other activities associated with travel in Mexico.

In consideration of permission to participate in the Retreat, I acknowledge and agree:

1. VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK

I am voluntarily participating in the Retreat. I understand that travel and Retreat activities involve inherent and other risks, including accidents, illness, food-related illness or allergic reaction, falls, crime, transportation incidents, weather-related hazards, injury, emotional distress, loss or damage to personal property, and death. I knowingly and voluntarily assume the risks associated with my participation, whether known or unknown, to the fullest extent permitted by law.

2. PARTICIPANT RESPONSIBILITY AND SAFETY

I am responsible for my own conduct, safety, health, and personal belongings during the Retreat. I agree to follow reasonable rules and safety, health, security, and logistical instructions provided by Spanish and Go and its staff, contractors, guides, and service providers.

3. HEALTH AND DISCLOSURE

I confirm that I do not know of any medical, physical, psychological, dietary, allergy-related, mobility, or other condition that would make my participation unsafe without reasonable planning or accommodation. I agree to inform Spanish and Go before the Retreat of any condition or limitation that may materially affect my safe participation or require advance planning. Spanish and Go does not provide medical advice and cannot guarantee that every activity or location will be suitable for every participant.

4. REQUIRED TRAVEL MEDICAL INSURANCE

I am responsible for obtaining and maintaining travel insurance that includes emergency medical coverage for the duration of the Retreat and for providing proof of coverage before participating. Spanish and Go strongly recommends, but does not require unless otherwise stated in writing, trip cancellation/interruption coverage and emergency medical evacuation/repatriation coverage. I am responsible for medical, evacuation, transportation, and other expenses not paid by my insurer.

5. EMERGENCY MEDICAL AUTHORIZATION

If I am unable to provide consent during a medical emergency, I authorize Spanish and Go and its representatives to contact emergency services and to arrange reasonable emergency medical evaluation,

treatment, or transportation on my behalf. I understand that Spanish and Go cannot guarantee the availability or quality of medical services and that I remain financially responsible for all related costs.

6. ITINERARY AND SERVICE CHANGES

I understand that Retreat schedules, activities, instructors, guides, restaurants, transportation, accommodations, venues, and other components may change because of weather, closures, availability, safety considerations, transportation disruptions, local conditions, or other circumstances. Spanish and Go may make reasonable substitutions or itinerary changes when necessary, provided it acts in good faith to preserve the overall nature of the Retreat. Reasonable itinerary or provider changes do not, by themselves, create a right to a refund.

7. THIRD-PARTY PROVIDERS

Hotels, restaurants, transportation companies, guides, activity providers, venues, and other third parties used during the Retreat may be independent contractors and are not necessarily employees or agents of Spanish and Go. To the fullest extent permitted by law, Spanish and Go is not responsible for acts or omissions of independent third-party providers that are outside Spanish and Go's reasonable control.

8. PARTICIPANT CONDUCT AND REMOVAL

Spanish and Go may remove a participant from the Retreat if, in its reasonable judgment, the participant engages in threatening, harassing, abusive, illegal, seriously disruptive, or unsafe conduct; is dangerously intoxicated or impaired; endangers themselves or others; materially interferes with the Retreat experience of others; or repeatedly refuses to follow reasonable safety or conduct instructions. A participant removed for such conduct is not entitled to a refund and is responsible for any additional lodging, transportation, or other costs resulting from removal.

9. MISSED ACTIVITIES, LATE ARRIVAL, AND EARLY DEPARTURE

No partial refund or credit is due for activities, meals, lodging nights, transportation, classes, excursions, or other Retreat components that a participant voluntarily skips or misses because of late arrival, early departure, personal travel disruption, illness, personal preference, or removal under Section 8, except where Spanish and Go expressly agrees otherwise in writing.

10. PASSPORTS, VISAS, ENTRY REQUIREMENTS, AND LAWS

I am responsible for ensuring that I have a valid passport and any visa, immigration permission, entry document, or other authorization required for travel to and participation in the Retreat in Mexico. I am responsible for complying with applicable laws and regulations. Inability to attend because of missing or invalid travel documents does not alter the cancellation and refund policy below.

11. RELEASE OF LIABILITY

To the fullest extent permitted by applicable law, I release and discharge Spanish and Go, And Go Ventures LLC, and their owners, employees, agents, and representatives from claims for injury, loss, or damage arising from the inherent risks of the Retreat or from ordinary negligence connected with my participation. This release does not apply to liability that cannot lawfully be waived, including liability arising from gross negligence, reckless conduct, or intentional misconduct where such liability is non-waivable under applicable law.

12. INDEMNIFICATION

To the fullest extent permitted by law, I agree to indemnify and hold harmless Spanish and Go, And Go Ventures LLC, and their owners, employees, agents, and representatives from third-party claims, losses,

liabilities, damages, or reasonable attorneys' fees arising from my own unlawful, intentional, reckless, or materially negligent acts or omissions during the Retreat.

13. AGE AND CAPACITY
I certify that I am at least 18 years old and have legal capacity to enter into this Agreement. If Spanish and Go separately agrees in writing to permit a minor participant, the minor's parent or legal guardian must execute any required agreements on the minor's behalf.

14. GOVERNING LAW AND VENUE
This Agreement is governed by and construed under South Dakota law, without regard to conflict-of-laws principles, except where another jurisdiction's mandatory law applies and cannot lawfully be waived. To the extent legally permissible, disputes arising out of or relating to this Agreement or participation in the Retreat must be resolved exclusively in state or federal courts in Sioux Falls, South Dakota. I consent to their jurisdiction and venue.

15. SEVERABILITY
If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law, and the affected provision will be enforced to the maximum extent legally permissible.

16. ENTIRE AGREEMENT; ELECTRONIC SIGNATURES
This Agreement, with the applicable Retreat purchase terms expressly incorporated into it, constitutes the agreement between the participant and Spanish and Go on the matters addressed here and supersedes prior inconsistent statements on those matters. It controls over conflicting abbreviated summaries on Spanish and Go sales pages, FAQs, emails, or other marketing materials unless Spanish and Go and the participant later agree in writing to different terms. Electronic signatures and electronic acceptance have the same effect as handwritten signatures to the extent permitted by law.

MEDIA AND PHOTOGRAPHY POLICY

Spanish and Go regularly photographs and records portions of its Retreats for educational, editorial, documentary, social-media, website, and promotional purposes. Photography and video recording are a normal part of the group Retreat experience.

Permission for ordinary group or incidental promotional media use is a condition of participation unless Spanish and Go and I agree in writing to an exception. If I wish to avoid being photographed or recorded, I may contact Spanish and Go at hola@spanishandgo.com to discuss an accommodation.

Subject to any such written exception, by signing this Agreement, I expressly authorize And Go Ventures LLC dba Spanish and Go to photograph and record me incidentally or as part of ordinary group and Retreat activity scenes, and to reproduce, publish, and use those images and recordings in its educational, editorial, website, social-media, and promotional content, without additional compensation. This permission does not include the focused or featured uses described below.

Spanish and Go will not use individual interviews, video testimonials, focused close-ups, posed individual portraits, recordings prominently featuring my voice, or other material in which I am a primary or featured subject for advertising, promotional campaigns, sales materials, thumbnails, or similar marketing without my separate express consent.

I may decline individual interviews, testimonials, posed portraits, or other recordings focused specifically on me at any time.

OPTIONAL FEATURED MEDIA CONSENT

Please select one. Featured-media permission is optional and does not affect my eligibility to participate in the Retreat.

☐ I consent to Spanish and Go's use of the focused or featured photographs, video, audio, testimonials, and recordings described above in advertising, promotional campaigns, sales materials, thumbnails, and similar marketing, without additional compensation.

☐ I do not consent to these focused or featured marketing uses.

If neither box, or both boxes, are selected, no featured-media permission is granted.

PAYMENT AND REFUND POLICY

17. DEPOSIT

A $475 USD deposit reserves a Retreat spot and forms part of the total price. It is refundable less a 3% payment-processing deduction if a participant cancels within 30 days of paying it and Spanish and Go receives the cancellation more than 30 days before the Retreat start date. The deposit is non-refundable after 30 days from payment, or immediately if the participant registers 30 days or less before the Retreat start date.

18. PAYMENT PLAN OPTIONS

Payment plans of up to three monthly installments may be available for the remaining Retreat balance, with a 4% payment-plan fee on that balance. The fee is non-refundable once charged. All installments must be completed at least 90 days before the Retreat start date. If an available plan cannot be completed by that deadline, a shorter plan or payment in full is required.

Selecting a payment plan does not convert the Retreat into a month-to-month service. If a participant cancels before completing a payment plan, future scheduled installments will be stopped as soon as reasonably practicable, and any refund of amounts already paid will be determined under Section 19 below. A participant may not attend the Retreat unless all amounts then due have been paid in full.

19. CUSTOMER-INITIATED CANCELLATION POLICY

Cancellation requests must be submitted in writing to hola@spanishandgo.com. The date Spanish and Go receives the written cancellation determines the applicable refund tier.

Deposit: The deposit is governed by Section 17 above.

Remaining Balance / Additional Payments:

(a) If cancellation is received 60 days or more before the scheduled Retreat start date, payments made toward the remaining balance will be refunded, less a 3% payment-processing deduction from the amount otherwise refundable.

(b) If cancellation is received 30–59 days before the scheduled Retreat start date, 50% of payments made toward the remaining balance will be refunded, less a 3% payment-processing deduction from the amount otherwise refundable.

(c) If cancellation is received fewer than 30 days before the scheduled Retreat start date, the deposit and all payments made toward the remaining balance are non-refundable.

The 3% deduction applies only to customer-initiated refunds to offset non-refundable transaction costs. If a discount code was used, only amounts paid qualify for refunds. Spanish and Go strongly recommends trip cancellation/interruption insurance against losses from unexpected personal cancellation.

20. RETREAT DATE CHANGES AND TRANSFERS
A participant may request one transfer to a different available Retreat date in writing at least 60 days before the original Retreat start date. The replacement Retreat must begin within one year of the original start date, and a $75 USD change fee applies. After transfer, later cancellation or refund eligibility is measured against the original Retreat start date, not the replacement date.

21. CANCELLATION BY SPANISH AND GO FOR REASONS WITHIN ITS CONTROL
If Spanish and Go cancels a Retreat before it begins for reasons within its reasonable control, including failure to meet minimum enrollment or a business decision not to operate it, participants may transfer all amounts paid to another available Retreat or receive a full refund of all amounts paid to Spanish and Go. No 3% payment-processing or Spanish and Go vendor-cost deduction applies. Spanish and Go is not responsible for airfare, additional accommodations, or other independently purchased travel expenses.

22. FORCE MAJEURE AND CIRCUMSTANCES BEYOND REASONABLE CONTROL
If circumstances beyond Spanish and Go's reasonable control—including severe weather, natural disasters, earthquakes, hurricanes, wildfires, epidemics or public-health emergencies, government actions or restrictions, civil unrest, strikes, war, terrorism, transportation disruptions, closure of venues, utility failures, or other events that make the Retreat impossible, impracticable, or unsafe—materially affect the Retreat, Spanish and Go may reasonably modify the itinerary, substitute activities or providers, reschedule the Retreat, offer an alternative Retreat, or cancel it.

After cancellation under this Section, participants may transfer payments to a rescheduled or alternative Retreat. Spanish and Go will refund payments to participants unable or unwilling to accept that option, less any documented, non-recoverable third-party costs already committed specifically for that participant or Retreat. The 3% customer-initiated refund deduction will not apply. Spanish and Go is not responsible for participants' independently purchased airfare, accommodations, or other travel expenses. Participants are strongly encouraged to maintain appropriate trip cancellation/interruption insurance for these risks.

23. ACKNOWLEDGMENT
I certify that I have read and understand this Agreement, including the liability release, assumption of risk, payment-plan terms, cancellation policy, and refund rules. I understand that I am giving up substantial legal rights by signing this Agreement, and I sign it freely and voluntarily.

SIGNATURE

Participant: _____

Date: _____