



Empowered to Love Marriage Event Guest Agreement

IMPORTANT NOTICE TO GUESTS. THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY FAMILYLIFE TO, AND ACCEPTED BY, EACH GUEST, SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW.

NOTICE: THE ATTENTION OF EACH GUEST IS ESPECIALLY DIRECTED TO SECTION VII AND ITS SUB-PARAGRAPHS, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF EACH GUEST TO ASSERT CLAIMS AGAINST FAMILYLIFE, ITS AGENTS AND EMPLOYEES, AND OTHERS.

This FamilyLife Empowered to Love Marriage Event Guest Agreement (the “FamilyLife Agreement”), is between the person (“Guest” – referencing every person under a registration) and FLTI, an Arkansas nonprofit corporation d/b/a FamilyLife (“FamilyLife”).

I. PARTICIPATION IN THE EVENT

In order to participate in the 2023 Empowered to Love Event (“Event”), each Guest must agree to the terms of this FamilyLife Event Guest Agreement. By booking a reservation through FamilyLife for the Event by the person(s) named thereon as Guests, each Guest acknowledges having read, and understands all terms, conditions, and provisions of the FamilyLife Agreement and agrees to be bound thereby.

THIS FAMILYLIFE AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON EACH GUEST’S RIGHTS. IT IS A LEGALLY BINDING CONTRACT WHICH APPLY TO EVERY REGISTERD GUEST AND BECOMES EFFECTIVE UPON THE BOOKING OF A RESERVATION FOR THE 2023 EMPOWERD TO LOVE EVENT. All rights, exemptions from liability, defenses and immunities of FamilyLife under this FamilyLife Agreement shall also inure to the benefit of FamilyLife’s employees, servants, agents, independent contractors, and affiliated or related companies, who shall have no liability in tort, in contract or otherwise which is greater than or different from that of FamilyLife.

II. MEDIA RELEASE

A. **Event Media.** Each Guest understands and agrees that FamilyLife, including its affiliates, agents, staff, and others acting on its behalf, has the exclusive right to create photographs, video and/or audio recordings, and other portrayals of the Event and Guests (collectively, “Event Media”).

B. **FamilyLife Uses.** Each Guest understands and agrees that FamilyLife may, in its sole discretion, use the Event Media in any medium of any nature for any FamilyLife purpose. Specifically, FamilyLife may transcribe, broadcast, perform, stream, distribute, edit, print, sell, license to others for use, and publish the Event Media or portions thereof for purposes of trade, advertising, sales, and publicity in relation to the Event and in any other FamilyLife products or activities, including without limitation radio and television broadcasts; website and social media postings; Event streaming and all-access passes; audio, video, audiovisual, electronic, or print formats; publicity and promotional materials; books and resources; live events, and any other activities or outreaches of FamilyLife or its affiliated organizations (collectively, “FamilyLife Uses”).

C. **Guest’s Grant of Rights and Release.** Each Guest hereby grants unrestricted permission and release of rights to FamilyLife to include Guest’s name, voice, likeness, image, and biographical facts in the Event Media for any FamilyLife Uses. Guest understands and agrees that this release of rights is granted on a perpetual, worldwide, and royalty-free basis, and Guest shall have no claim to any residual or other compensation.

D. Ownership of Event Media and FamilyLife Uses. Each Guest understands and agrees that FamilyLife will solely own and control all worldwide copyright and intellectual property rights in the Event Media and any FamilyLife Uses of the Event Media, free from any claims by Guests or any person deriving any rights or interest from Guest. To the extent Guest has any rights, Guest hereby assigns to FamilyLife any copyrights or other rights requiring assignment in the Event Media, and Guest waives any moral rights (droit moral) to the Event Media.

III. EVENT FARE, DEPOSITS, AND PAYMENT PLANS

A. **Event Fare.** Rates are per person based on double occupancy and include the four-night hotel fare, daily breakfast, one Dinner Banquet, entertainment and all concert activities. All rates contained in this FamilyLife Agreement are in USA Dollars (USD).

B. **Fee Increases.** Taxes, and other Additional Fees are subject to change. In the event the Hilton Sandestin Resort imposes a surcharge related to an increase in taxes, or resort fees, FamilyLife will require Guest to pay such surcharge to FamilyLife, and FamilyLife will then pay the Hilton Sandestin Resort.

C. **Other Charges Not Included in Event Fare.** Guest shall pay separately for transportation costs to and from the Hotel, optional cancellation insurance, any items of a personal nature such as laundry, telephone calls, and food and beverages not provided in section A.

D. **Deposits and Booking Fees.** Each Guest must pay a deposit in the amount of \$150.00 and a booking fee in the amount of \$35.00. Refunds of deposits and booking fees are subject to the terms and schedule contained in Section IV-B.

E. **Payment Plans.** Guest may choose to pay for their reservation in full at the time of booking or to use a payment plan. Guest choosing the payment plan option must pay the \$150.00 deposit at the time of booking. Each guest's booking fee (Section III D) will be added to the total fare and the guest shall pay the remaining balance in equal monthly payments by automatic credit card draft. The first payment is charged to the Guest's credit card one (1) month after the date of booking and continues on approximately the same day of the month until the fare is paid in full. If an automatic payment is unsuccessful after five attempts in five successive days, the payment plan will have failed and the reservation will be subject to cancellation unless reinstated with payment. It is the sole responsibility of the cardholder to contact FamilyLife and restart the agreed upon payment plan. All delinquent payments are payable at that time in order to reinstate the reservation.

F. **Credit Card Administrative Fees.** FamilyLife will assess the cardholder an administrative fee of \$35.00 for each declined charge or changes to the charge plan, as in the case of a Guest requiring that FamilyLife stop payments from occurring on one card and start payments on a different card.

IV. CHANGES IN BOOKINGS

A. **Authorization to Change Bookings.** Any changes in bookings may be made only by the person making the reservation (the "Lead Guest").

B. **Schedule of Booking Change Fees.** For booking changes, the following additional fees apply:

CHANGE	FEE
Change of an accompanying Guest in the same room	\$50.00 Per Person
Change in the Lead Guest (transfer of reservation)	\$100.00
Adding A guest to an existing reservation	\$100.00 + Event Fare and all Additional Fees
Room change (guest moves from one room to another)	\$100.00 per change

V. CANCELLATION POLICY

Each Guest acknowledges that the following FamilyLife Cancellation Policy supersedes the cancellation policies of the Hilton Sandestin Resort.

A. **Cancellation Procedure.** To cancel a reservation, Lead Guest must provide written notice to FamilyLife at the following address: FamilyLife, Attn: Empowered to Love Event Cancellations, Dept 3735, 100 Lake Hart Drive, Orlando, FL 32832.

B. **Cancellation for Failure to Appear.** If all Guests under a single reservation fail to appear for registration, regardless of the reason, or Guest fails to make the agreed upon payments, the reservation will be subject to cancellation, at FamilyLife's sole discretion.

C. **Schedule of Cancellation Fees.** Each Guest expressly acknowledges the additional costs, expenses and damages incurred by FamilyLife related to cancellation by a Guest, re-booking, potential lost revenue, and finding replacements are difficult if not impossible to calculate in advance. In addition, Guest agrees that the cancellation fees shown in the table below (which constitute liquidated damages) are the amounts retained by FamilyLife that represent a fair, reasonable and agreed upon determination of those damages and expenses.

TIME OF CANCELLATION	CANCELLATION FEE
Within 15 days of purchase	100% Booking Fee
From 15 days of purchase through October 15, 2022	100% Booking Fee + 100% Deposit
From October 16, 2022 to December 15, 2022	100% all Additional Fees + 25% Event Fare
From December 16, 2022 to January 15, 2023	100% all Additional Fees + 50% Event Fare
From January 16, 2023 to Event Start	100% all Additional Fees + 100% Event Fare

D. **Travel to/from Hotel.** Guest is solely responsible for all travel arrangements and related expenses connected to Guest's travel to/from the Hotel, including but not limited to airline tickets, rental cars, hotel reservations, taxes, change and/or cancellation fees. Guest may, at Guest's sole discretion and expense, obtain personal travel/cancellation insurance related to travel to/from Hotel.

VI. INSURANCE

A. **Travel Insurance.** FamilyLife does not provide travel/cancellation insurance. It is the sole responsibility of each Guest to determine whether to purchase travel/cancellation insurance, and such decision must be made within fourteen (14) days from the date of reservation. As a courtesy, FamilyLife provides information on Travel Guard insurance but Guest's selection of travel insurance provider and any costs associated with such insurance are the sole responsibility of the Guest. Insurance provider will bill Guest directly.

VII. LIMITATIONS OF LIABILITY

LIABILITY RELEASE AGREEMENT (18 years of age or older)

I (herein "Participant"), wish to participate in the Empowered to Love Event (herein the "Activity") sponsored by FamilyLife®, a ministry of Campus Crusade for Christ, Inc., a California non-profit religious corporation, d.b.a. "Cru" (herein "Ministry").

Ministry and Participant agree that the Activity poses potential Risks. "Risks" include, but are not limited to, the following: Encountering or experiencing sickness, illness, disease (including exposure to the novel coronavirus, COVID-19), accident, injury or damage to Participant's person or personal property, or even death both during Activity and while traveling by plane, bus, train, car, truck, van or any other vehicle to and from the Activity location; Any and all inherent risks associated with travel or participating in Activity; Loss or destruction of Participant's

personal property; Head trauma; Broken bones; Injury to or loss of limbs; or Medical complications related to a pre-existing condition of which Ministry was unaware.

For and in consideration of Ministry allowing Participant to participate in the Activity and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Participant and Participant's spouse, personal representatives, assigns, heirs, distributees, guardians and next of kin (herein the "Releasors") release, waive, discharge and covenant not to sue Ministry and its officers, employees, and agents (herein the "Releasees"), from all liability to the Releasors, on account of injury to Participant or death to Participant or injury to the property of Participant, whether caused by the negligence of Releasees or otherwise, while Participant is participating in the Activity. Participant and Ministry understand this agreement is valid only for the date(s) Participant actually takes part in the Activity within the date(s) listed on the registration and is not valid beyond the Activity dates.

Participant is fully aware of the Risks and other hazards inherent in the Activity and voluntarily assumes the Risks and all other risks of loss, illness, damage, or injury that may be sustained by Participant while participating in the Activity.

Participant acknowledges that as a part of this Release he/she shall be 100% liable to pay for all medical expenses resulting or to result from any injury incurred during, or as a result of, participation in the Activity.

Participant warrants that he/she has fully read and understands this Liability Release Agreement and voluntarily signs the same, and that no oral representations, statements or inducements apart from the foregoing written agreement have been made to Participant. I understand and agree that the law of the State of Florida will apply to this waiver.

E. **Cancellation by Speakers or Artists.** In the unlikely event that a speaker, artist or musician is unable to attend or to perform during the Event, FamilyLife shall not be liable to any Guest for any loss to the Guest or others. FamilyLife shall work to maintain the same level of quality in the program experience and may, at its sole discretion, engage a replacement speaker or artist or musician and/or change, postpone, or terminate any portion of the entertainment program. In such case, FamilyLife shall have no liability to any Guest for any loss, damage or expense whatsoever by reason of such change.