



NOONA'S NOONCHI - TOUR RELEASE

Thank you for participating in the *Meet You in Korea Tour*, solely owned and overseen by Noona's Noonchi Inc., a Korean company based in Seoul, Korea. As you know, Noona's Noonchi seeks to promote wellness and positive health choices by utilizing Korean media content. On this tour, we also hope to enhance your own mental health journey with the warmth (Jeong, 정) of the beauty of Korea and its culture, history, food, and people.

We (Noona's Noonchi, Inc., or hereafter "NN" or "we") will do our best to ensure your satisfaction and safety. To do so, we ask that you ("participant" or "you") agree to abide by certain conduct and arrangements necessary for your participation, as outlined below.

- 1. Terms and Conditions.** You agree to all Terms and Conditions of the tour, as published on the website here: <https://noonasnoonchi.com/noonas-noonchi-tours-terms-and-conditions/>.
- 2. Capacity to Participate.** You may be required to provide identification to prove your legal identity and age and emergency contact information. You warrant that you are in good health and suffer from no physical or mental condition that could create an unreasonable risk of harm to yourself or to other participants. If you have specific conditions, disabilities, or other issues that could limit your participation or impact other participants, you have a duty to disclose such issues to NN staff in advance at the time of registering for the tour. NN assumes no liability for permitting your participation and reserves all rights to discontinue your participation.
- 3. Voluntary Participation and Assumption of Risk.** We highly encourage travel insurance. You understand that participation in any activity offered on this tour is entirely voluntary, and you assume all risk for participating in any such activity. While we may provide information and warning of any strenuous or at-risk activity, you are responsible for being aware of, being informed of, and taking all related precautions. You also assume all risk for any adverse reaction, illness, injury, damage, expense, or loss related to your participation. If you have specific limitations or concerns, you are responsible for notifying NN staff immediately. Outside of guided tour hours, you assume all risk related to your conduct or participation, even if you engage in activities with other NN staff, participants, or other individuals.
- 4. Promotional Release.** You grant NN and its agents a worldwide, sub-licensable, royalty-free, irrevocable license to use NN's or participant's comments, photographs, videos, or digital likeness for promotional, educational, and/or commercial purposes. You further agree that you grant other tour participants permission to take and post photos or videos of you in public places where no reasonable expectation of privacy exists. You will also not unreasonably withhold removing from social media or any commercial platform, any photos or videos taken of another participant. Photos or videos taken by participants are the property of that participant, and credit in a manner desired by that property owner should be given upon request.
- 5. Consumption of Alcohol.** Participants who are legally allowed to drink may choose to consume alcohol at their own discretion, risk, and liability and must hold NN unconditionally harmless from all risks or issues related to alcohol consumption. If participant becomes inebriated



and behaves in such a way as to cause discomfort or harm to any other participant, NN reserves the right to preclude participant from any or all activities without any refund or recourse.

6. Health Exposure and Medical Treatment. You acknowledge that participating in tour events may put you at risk for contracting COVID-19 or other infections and that you voluntarily assume all risks and liabilities for such infections. You authorize NN to aid in providing you with medical treatment, whether resulting from an emergency or otherwise, and hereby release NN from any and all actions in tort for provision of such medical attention. Nothing here will be construed to create an actual or implied duty for NN to provide or seek such medical treatment. You further accept all financial responsibility for any personal medical expenses or treatment which may result from your participation in this tour and hereby release NN from any potential claim related to such expenses.

7. Release of Claims and Indemnification. Participant, on behalf of participant and participant's successors, agents, or assigns, hereby forever and unconditionally releases NN, its owners, officers, employees, agents, successors in interest, and insurers from any and all claims, actions, damages, liabilities, losses, costs, expenses, and attorney's fees related to participant's presence and participation on this tour. Participant agrees to pay any and all costs, fees, and expenses arising from any act or conduct of participant that results or could result in damage or injury to any person, including but not limited to any third-party or NN employee or agent. Participant further agrees to indemnify and hold NN harmless from and against any such act or conduct which results or could result in damages of any kind.

8. Cancellation. NN reserves the right to cancel the tour for any reason, even after the tour has commenced. In the event that the tour is partially or fully canceled from any act of God or unforeseeable event, NN will, at its own discretion, refund a portion of the monies paid or take other corrective action. Participants will have no other recourse than that provided by NN, but NN will make best efforts to find a satisfactory solution for affected participants.

9. Enforcement of Agreement. We partner with professional tourism companies, so you agree that any issues that you may have related to transit, lodging, food and drink and tour activities must be addressed directly and solely with those providers. You agree to submit yourself to the jurisdiction of Korea and its laws, for which this agreement is enforced and interpreted, and agree that all disputes with NN related to the tour must first be resolved with NN's contractor prior to being resolved with NN. Any issues with NN must first be considered through mediation and then through final and binding arbitration, as all parties agree to waive their rights to petition to and be adjudicated by the courts. You explicitly waive all rights to any claims against Noona's Noonchi LLC, with all potential and actual claims being made only to NN, the Korea-based entity.

I, the undersigned participant, agree to all above provisions of this agreement and agree to conduct myself and treat others with respect and responsibility while on this tour.

Date

Full Legal Name

Signature