

## Breathe Together in South India

Please read carefully the Yoga Retreat Terms and Conditions. In completing and submitting this form, you agree to these conditions which constitute the agreement between Just Breathe, LLC ("Yoga Studio") and you. Jennifer Prugh is your yoga instructor on this retreat ("Instructor").

### Yoga Retreat Terms and Conditions

#### 1. Reservation

Please ensure the Participant Information Form is completed and submitted to aurelia@breathetogetheryoga.com for the trip within 10 days of receipt of this document. Registration is not confirmed until your Participant Information Form and deposit are collected.

#### 2. Price

All prices are quoted in U.S. dollars. While the Yoga Studio will do everything possible to maintain our listed prices, if it is necessary to levy a surcharge or adjust the price due to currency fluctuations or other causes beyond their control, the Yoga Studio reserves the right to do so, and notification will be given before the commencement of the retreat.

#### 3. Payment

Payments must be made by credit card, check or cash. Please make your final payments by November 5, 2024. If payment of the balance of the retreat price is not received by Yoga Studio by the required time we will assume that you will not be participating on the retreat and cancellation charges in accordance with Section Four will apply.

#### 4. Cancellations

If you wish to cancel the retreat you must notify the instructor in writing. The deposit is non-refundable and non transferable.

If cancellation takes place more than 90 days prior to the retreat's start date, participant will receive 100% refund less the deposit. The deposit is nonrefundable and non transferable.

If cancellation takes place less than 90 days prior to the retreat's start date, 100% of the retreat price will be forfeited, unless cancellation is as a result of Force Majeure (as described in Chapter 11) or other good cause.

#### 5. Health and Fitness Requirements

You must be in good physical and mental health to participate in the retreat. You are advised to consult with a physician to ensure that you are in adequate health to safely participate in the retreat. Yoga retreats often take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Medical and evacuation expenses will be your responsibility. Instructor strongly encourage you to purchase travel insurance. Additionally, Yoga Studio reserves the right in its absolute discretion to refuse a participant the

right to participate in a retreat on basis of medical, mental, or fitness concerns. Do not consume alcohol or smoking during the initial days of your trip; and avoiding it completely can be beneficial for your health during the trip.

#### **6. Cancellation due to Retreat Booking Numbers**

Yoga Studio reserves the right to cancel any retreat prior to departure in the event that there are too few people booked in which case you will be given a full refund of any and all payments made to Yoga Studio. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport, flight, hotel, and vaccination costs.) Yoga Studio recommends you have travel insurance.

#### **7. Changes, Postponement, Cancellation or Delay**

Yoga Studio reserves the right to make changes to any aspect of the retreat if, in its absolute discretion, it is necessary to do so due to conditions that are likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether weather related, floods, earthquakes, political, military or terrorist or otherwise or for any other reason considered necessary by instructor. This includes any material change in any government travel warnings or global threats levels.

If the designated trip leader is unable to lead the trip for any reason, instructor, at their discretion, will enlist another teacher of substantially similar qualifications to lead the retreat.

In the event of any change, modification, cancellation, postponement or delay, you acknowledge that you will have no right of refund of the retreat price in whole or in part and no right to claim compensation for any injury, loss or damage or expenses incurred by you.

#### **8. Insurance**

Studio and Instructor strongly recommend the purchase of travel insurance and it is your responsibility to ensure that you are adequately insured for the full duration of the retreat in respect to illness, injury, death, loss of personal items, cancellation, and curtailment. The impact of COVID-19 on travel means that certain elements of any departure are beyond the control of Yoga Studio This may include border closures, government mandated quarantines, etc. Yoga Studio will always focus on health and safety, however, we are not liable for any expenses, changes to the itinerary or medical expenses; costs associated with cancellations and/or delays are the traveler's responsibility. While the coverage provided by travel insurance varies based on the policy you purchase, as a general rule, this type of insurance may provide coverage for a variety of losses which a client may incur relating to a booking, including losses relating to trip cancellation, illness, injury, theft, lost or damaged property, etc. Please contact your insurance carrier for specific questions and of your coverage. Depending on your plan, travel insurance can help cover your expenses if you get delayed, your baggage is lost, you end up in the hospital, or other circumstances involving that may change your travel plans.

## 9. Travel Documents and Vaccinations

It is your responsibility to learn about and obtain all required travel documents, passports, visas, vaccinations, and all other government mandated forms required etc. for travel to the chosen destination. Yoga Studio is not responsible for any delays or cancellations due to your lack of proper travel documents.

## 10. Force Majeure

If Instructor is prevented (directly or indirectly) from performing any of their obligations under this agreement by acts of God, weather, floods, earthquakes, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside instructor's reasonable control, instructor and Yoga Studio will be under no liability whatsoever to you and may cancel or modify the retreat.

## 11. Assumption of Risk

You acknowledge adventure travel is more challenging and demanding with a commensurately higher level of risk compared with conventional vacations, and it involves potential exposure to injury and that, in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety, road conditions, infrastructure and service provisions generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part. You acknowledge that operational control of the retreat will be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Yoga Studio or instructor. You further acknowledge that Yoga Studio is running this retreat.

The assumption of risk also includes the likely presence of the virus that causes COVID-19, including variants (collectively "COVID-19"). COVID-19 infection rates may be higher and vaccination rates may be lower in trip destinations than your home state or country. Furthermore, the sophistication of available treatments, doctors and hospitals for the treatment of COVID-19 may be impaired. Laws, regulations, customs and policies related to COVID-19 in the destinations where you will travel may be different than your home country. I acknowledge that COVID-19 infections have been confirmed in every state in the United States and throughout the world. I acknowledge that there is a risk that I may be exposed to COVID-19 if I participate in any activities at the physical location of the Yoga Studio. I acknowledge that such participation may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I acknowledge that the Yoga Studio is not responsible if I become exposed to COVID-19, while participating in such activities on the retreat. **I therefore assume the full risk and responsibility for any harm that may result if I am exposed to COVID-19 by participating in any such activities on the retreat.**

## 12. Release and Waiver of Liability

In consideration of Yoga Studio accepting your reservation, you release, waive, discharge, hold harmless and agree to indemnify the instructor, Yoga Studio and its officers, employees,

independent contractors, agents, other representatives, and trip leader(s) from all claims, actions or losses for personal injury, emotional trauma, property damage, wrongful death, loss of services, and economic loss, as well as consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur in connection with the retreat (including without limitation, any extracurricular activities you may engage in during the retreat, whether or not sponsored by instructor) unless caused by the gross negligence of the Indemnified Parties.

### **13. Photography**

Yoga Studio reserves the right to use photographs or videos from the retreat for promotional purposes. By making a reservation on this retreat, you agree to allow your image to be used for promotional purposes. If you prefer for your image not to be used, please notify instructor, in writing, before the retreat begins.

If you have any questions with regard to the retreat or this Agreement, please feel free to contact the instructor.