

# CAPE TOWN MAY 2020 RETREAT TERMS AND CONDITIONS

## TERMS OF SERVICE

This page will answer your questions regarding the terms and conditions regarding this retreat with Maha Yoga LLC, AND KARIN KUHN (henceforth referred to as "MY&KK"). It is your responsibility to fully understand the terms and conditions for this retreat as set out on [www.maha-yoga.com](http://www.maha-yoga.com) (henceforth referred to as "the website"). Should you have questions regarding the terms and conditions we are available for consultation and would be happy to clarify any areas in advance of signing a contract with Maha Yoga LLC.

## PAYMENT TERMS & CANCELLATIONS

### 1. Retreat Pricing

All prices are per person and are set well in advance of the retreat start date. What is included and excluded in the price is specified on the website. All prices are set and non-negotiable.

### 2. Deposit & Payment Terms

Reserve your spot with a **non-refundable \$1000 deposit** per person. On **January 2<sup>nd</sup> 2020** the final balance will be charged.

### 3. Retreat Payment

Payment can be made by credit card via the website or by calling (808) 870 7577. If full payment is not received by January 2<sup>nd</sup> 2020 we reserve the right to cancel your reservation and fill your spot and retain the \$1000 deposit paid.

### 4. Payment Changes

If it is necessary to make changes to previously submitted payments, please email Karin or call (+1) 808 870 7577.

### 5. Strict Cancellation Policy

The Retreat requires a min of 10 people to be "green lit" to go. The deadline for this will be January 2<sup>nd</sup> 2020. You will be notified in writing. Should the retreat be cancelled by MY&KK you will receive all monies paid.

If YOU wish to cancel your retreat you must notify Karin in writing. Your refund amount will be determined according to the terms outlined below. Exceptions to our cancellation policy cannot be made for ANY reason, including weather, terrorism, civil unrest, health changes, personal emergencies, or otherwise. There is no refund for arriving late or leaving a trip early.

#### **Refund policy:**

- More than 90 days prior to start date – 100% of monies paid less deposit
- 90 – 76 days prior to start date – 50% all money
- 75 - 61 days prior to start date - 35% of all monies paid
- 60 days or less from start date - no money will be refunded

## 7. Retreat Cancellations

MY&KK are not responsible for any expenses or damages incurred as a result of retreat cancellation including preparation costs, airline tickets, travel documents or other expenses. MY&KK reserves the right to cancel any retreat prior to departure in the event that there are less than 10 people booked, in which case you will be given a full refund of any and all payments made to Maha Yoga LLC.

You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damages (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 and vaccination charges, or departure, gear purchases, airport and airline taxes).

## **TRAVEL INSURANCE & DOCUMENTS**

### 8. Travel Insurance

For those attending retreats requiring airfare, we highly recommend purchasing individual travel insurance. Your deposit is 100% non-refundable. Basic travel insurance will protect you for the full amount paid due to cancellation reasons covered by the policy, such as illness or injury. Should you need to cancel for any reason not covered by the policy (family or work commitments, pre-existing medical conditions, pregnancy, etc.), a "Cancel for Any Reason" add-on will reimburse you for a percentage of the prepaid, forfeited, non-refundable payments or deposits. This includes your airfare, deposit and any additional payments, if applicable. By submitting your deposit, you agree that if you choose to forego purchasing travel insurance, you assume 100% of the financial risk for any payments made to Maha Yoga LLC, as well as additional travel expenditures.

### 9. Travel Documents and Immunizations

It is the responsibility of each traveler to obtain all required travel documents including Visas unless otherwise noted. It is your responsibility to determine what visas are required. It is also your responsibility to purchase correct immunizations. Please contact your nearest travel clinic for the latest requirements.

## **ROOMMATES**

### 10. Roommate Assignments

Accommodation Rates are per person for shared accommodation. If you wish to secure a private room we will present you with different rooming options and the relevant pricing.

## **ACKNOWLEDGEMENT**

### 11. Assumption of Risk

I acknowledge that I have voluntarily enrolled to participate in this retreat. I agree to this release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability MY&KK and any employees, guides, agents or

representatives ("the releasees") for any personal injury, death, property damage or loss or any nature suffered by me as a result of participation in any activity on the retreat. I release from liability MY&KK for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

The terrain, natural areas and the ocean are subject to natural forces which result in obstacles and hazards. In some instances activities that contain water can be cold and/or turbulent and extended immersion can be life threatening. Risks can include but are not limited to:

- i) Isolation: Retreats may be in wilderness and natural areas which may not be regularly patrolled, communication may be difficult and rescue and medical treatment may not be available for hours.
- ii) Animals: Retreats may include hiking in natural areas which may result in encounters with wild animals and insects which may injure or kill.
- iii) Weather: conditions vary from retreat to retreat and may include but rapid and/or extreme changes presenting significant challenges.
- iv) Environmental Risks and Hazards: varying from retreat to retreat and may include but are not limited to: rapidly moving, deep or cold water; insects, snakes and predators, including large animals; falling and rolling rock; lightning, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without warning. Possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration and other mild or serious conditions.
- v) Activities: varying from retreat to retreat and may include but are not limited to: hiking, backpacking and climbing in a wide variety of environments including on rock, snow and ice; bicycling on trails and roads with a wide range of surface conditions and traffic volume; rock climbing, climbing on climbing apparatus and ropes courses, using zip-wires and rope swings; white-water rafting, river kayaking, paddle boarding, sea-kayaking and canoeing; swimming, snorkeling and surfing; fishing.

Throughout the retreat, participants are responsible for their own safety.

I acknowledge the enjoyment and challenge I receive from the activities of this Retreat and emotional experiences resulting from personal growth exploration, and I voluntarily assume all risks associated with these activities and freely waive any and all legal rights that I may have against the releasees.

## **PHYSICAL TRAINING RELEASE OF LIABILITY**

### 12. Express Assumption of Risk

I, the undersigned, am aware that there are significant risks involved in physical training, including but not limited to, the physical training inherent to all yoga exercise activities, and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present

for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical training, including this yoga program. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release MY&KK, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training.

### **ALLERGEN ENVIRONMENT**

#### 13. Food Allergies and Allergies Notification, Acknowledgement, and Release of Liability

An environment free of allergens, including but not limited to food allergens, CANNOT be guaranteed on this Retreat. Therefore, the released parties cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on this Retreats. The undersigned acknowledges and agrees that i) she/he is aware of such risks and that participation in the event will expose the participant to food, activities and persons that may result in exposure to allergens and injury and, in that regard and assuming such risks, the undersigned hereby fully releases and discharges the Released Parties from any and all liability and/or responsibility to the participant, the undersigned, or any third party for death and/or injuries to the

participant, and/or any direct, indirect, punitive, incidental, or any damages that arise out of or relate to participant's participation in this retreat and/or exposure to food allergens.

## **MEDIA**

### 14. Permission for Capture and Use

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. For valuable consideration received, I grant to MY&KK the absolute and irrevocable right and unrestricted permission concerning any captured media that she/he has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish in whole or in part, individually or in connection with other material, in any and all publishing platforms now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she/he so chooses. I release and discharge MY&KK from any and all claims and demands that may arise out of or in connection with the use of the media, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, Videographer, Interviewer, Editor, as well as the person(s) for whom he/she captured the media. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

## **WAIVER**

### 15. Release and Waiver of Liability

I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of MY&KK, their affiliates, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in this retreat. I hereby release MY&KK, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in DBY retreats.

I am medically, physically, emotionally and in all respects fit and able to participate in this Retreat.

I agree I will be fully and financially responsible for my own physical condition and well-being during the retreat and will follow the safety precautions and instructions prescribed by MY&KK.

I acknowledge that KK may make suggestions from time to time that are intended to help me and my well-being. However I take ultimate responsibility for my choices and realize that KK is not a licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify ND&KK's instruction to suit my individual needs. I will not hold MY&KK responsible for any pain or discomfort I experience during or after the retreat. I understand that the activities offered on this retreat are not a substitute for medical care. I understand that KK is not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat physical or mental illness.

For the benefit of everyone on this Retreat, we reserve the right to accept or reject any participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the retreat, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the retreat.

MY&KK will carry no responsibility or liability for any participant who leaves the retreat prior to its conclusion or for any activity undertaken by any participant which is not included on the retreat itinerary.

By agreeing to the terms outlined here and elsewhere on the Maha Yoga website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on this retreat.

#### QUESTIONS?

If you have any questions regarding our policies, please contact Karin via email or call (+1) 808 870 7577

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