

Yoga Retreat to the Keys CONTRACT – February 2023

This contract is between _____ and Keys Yoga and Wellness, LLC
and Yoga Cure. Participant's Name

Welcome! **Yoga Retreat to the Keys** begins on **Friday February 17th 2023 at 4pm** (EST) and concludes on **Monday February 20th, 2023, at 10am** (EST).

Shared room accommodation in a private residence is included whereby the address will be disclosed upon consent and liability waiver receipt.

Meals included: dinner on Friday, breakfast, lunch and dinner on Saturday and Sunday, and breakfast on Monday. You will be *required* fill out a preference sheet where you agree to disclose any allergies upon entering this agreement and Keys Yoga and Wellness, LLC is released from all liability regarding those allergies.

This is a drug and tobacco free retreat.

Transportation to and from the event is not included. We are located 20 minutes from the Key West airport, 3-1/2 hours from the Fort Lauderdale Airport and 3 Hours from the Miami airport. You may indicate on your registration form if you'd like to carpool from the airport and your information will be shared with others.

BOOKING:

Your booking is not considered definite, and no contract will exist until we receive a \$500 deposit (\$100 of which is non-refundable up to January 17, 2023) and you agree to these terms and conditions. We do not share customer details with any third parties.

PAYMENT:

Rates vary based on room selection. Payment must be made in full by January 17, 2023 otherwise your reservation will be cancelled and you will not be permitted to attend the retreat. A deposit of \$500.00 US is due at the time of reservation to book your space. All payments, including the \$500 deposit, are non-refundable after January 17, 2023

TRAVEL ARRANGEMENTS:

All travel arrangements are your responsibility and at your own cost. We shall not be held liable for any consequences arising from delays or cancellations in any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the retreat, as well as, excursions are at your own cost, unless otherwise specified.

TRAVEL INSURANCE:

Travel insurance is highly recommended. If you choose to buy insurance, we require that your travel insurance covers the activity of this retreat, as well as, unexpected cancellation, sickness, losses and all the usual risks.

HEALTH:

It is your responsibility to let your instructor(s) know if you have any injuries and to be mindful at all times of your own body's capability during the retreat. If you experience any injury or discomfort during any activity during the retreat, then you must desist immediately. It is also your responsibility to consult a doctor to check that you are sufficiently fit and healthy to undertake yoga/movement classes and other physical activities that you may choose to do while on the retreat.

CANCELLATION BY YOU:

You (or any member of your party) may cancel your booking at any time, providing that the cancellation is made by the person submitting the booking form and is notified to us in writing. Cancellation will take effect the day such notification is received by us. If another person can be found to take your place, then we may offer you this exchange *at our discretion*. In the event of cancellation, there will be no refunds. Bookings are for the stated period of the retreat. There are no refunds for an unused portion of the retreat.

AMENDMENTS BY US:

Occasionally, changes may have to be made (e.g., teacher, class times or other arrangements), which we reserve the right to do at any time. If your accommodation must be changed, we will do our best to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure.

CANCELLATION BY US:

We reserve the right in any circumstances to cancel a retreat. If for any *reason Keys Yoga and Wellness, LLC* or Yoga Cure and their instructors suspect you may be under the influence of any drug or alcohol or if you threaten the safety of yourself and/or others, you will be asked to leave the retreat immediately with no refund. Our retreats require a minimum of 75% of the participants to have booked 30 days prior to the start date. If this minimum number is not reached we reserve the right to cancel and refund the money to you.

WEATHER RELATED CANCELLATIONS:

If there is a storm or hurricane, no refunds will be given unless:

The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or A "mandatory evacuation order has been given for the Tropical Storm/ Hurricane Warning" area of residence for the retreat. The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund: Any unused portion of fees from a guest currently registered or any unused portion of fees from a participant that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and Any advance fees collected or deposited for a participant that is scheduled to arrive during the "Hurricane Warning" period.

GROUP BOOKINGS:

Where a booking is made on behalf of several individuals the booking is conditional on the person(s) paying having authorization from all the individuals named on the booking form to enter into this contract. The terms of this contract will apply to each member of the group as though they had paid for their own retreat individually and directly to us.

NO LIABILITY FOR POSSESSIONS:

It is your responsibility to ensure that your possessions are kept safe at all times. This includes hired cars or other hired equipment.

COMPLAINTS:

If you have a problem during your retreat, please inform the organizer immediately and he/she will endeavor to put things right. Please note that we cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

PRIVACY POLICY:

We do not share customer details with any third parties. Any personal information that you provide to us will be used only for the service you requested. This information is used only for administration of the site system and in the compilation of statistics used by us to assess the use of the site. This privacy policy does not cover the links within this site linking to other sites.

PHOTOGRAPHY:

I, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably authorize Keys Yoga and Wellness, LLC and Yoga Cure to use photographs of me and or my property and authorize them and their assignees, licensees, legal representatives and transferees to use and publish (with or without my name) photographs, pictures, portraits or images in any and all forms and media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), for any product or services, or other lawful uses as may be determined by the photographer, company or studio name here. I further waive all rights to review or approve any uses of the images, any written copy or finished product. I am of full legal age and have read and fully understand the terms of this release.

OUR LIABILITY TO YOU:

- (a) We accept responsibility for ensuring that the retreats are supplied as described and that the services we are contractually obliged to provide are to a reasonable standard.
- (b) We do not accept any liability for cancellations, delays or changes caused by war, threat of war, terrorist actions or threats, closure of airports, civil strife, industrial action, natural disaster, technical problems to transport, staff cancellations, unforeseen changes in your personal circumstances or other events beyond our control.
- (c) We are not liable for any injuries you may incur during Yoga/movement classes, paddleboarding or snorkeling, and other activities are undertaken at your own risk. We are not liable for any medical or psychiatric conditions, which may develop during or after the retreat. We are not liable for loss of, or damage to, your personal Property.

RELEASE:

I understand that Yoga Cure is acting solely as a promoter and collecting payments for the Yoga Retreat to the Keys facilitated by Keys Yoga and Wellness, LLC. By signing this Waiver and Release of Liability (Agreement), I waive and release Keys Yoga and Wellness, LLC, Yoga Cure, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement while at the retreat.

This waiver and release is intended to and does release Keys Yoga and Wellness, LLC and Yoga Cure from all liability for damages or injuries on account of or in any way related to or growing out of my negligence or the negligence of third parties.

I further covenant and agree not to institute any claims or legal action against Keys Yoga and Wellness, LLC and Yoga Cure for any claim released by this Agreement.

I commit to resolving any conflicts with peace and civility. I fully understand the offering, consequences of and sign this LIABILITY WAIVER AND PERMISSION knowingly, freely, and willingly. I am at least eighteen (18) years of age.

PARTICIPANT'S SIGNATURE:

PARTICIPANT'S NAME (PRINTED):

DATE