

Please read carefully the terms in the conditions of this contract. In completing and submitting this, you agree to be bound by these conditions, which constitute

1. Reservation

To reserve your place on one of our retreats please complete the registration form and submit together with the non-refundable deposit specific to your retreat.

2. Payment

Payment can be made by cash, check, credit card or bank wire. Final balances are due on the final payment deadline specified on the website and specific trip page (please see here for details). If payment of the balance of the retreat price is not received by International Yoga by the final balance due date we will assume that you will not be participating on the trip and cancellation charges in accordance with condition 3 will apply.

3. Cancellations

If you wish to cancel your retreat you must notify International Yoga in writing. Once we've received your notice, the cancellation will take effect subject to the following: If cancellation takes place before the final balance due date of your trip, any payments made will be refunded minus your deposit. If cancellation takes place after the final balance due date, 100% of the retreat price will be forfeited. Any amount forfeited, which has not then been paid to International Yoga by you will be recovered from you by International Yoga as a debt due and payable.

International Yoga reserves the right in its absolute discretion to refuse a participant the right to participate in a retreat for any reason.

4. Health and Fitness Requirements

You must be in good physical and mental health to participate in the retreats. Our retreats often take place in remote areas with little access to medical services or hospital facilities for serious problems. Medical and evacuation expenses will be your responsibility, which is why we strongly encourage you to purchase travel insurance. International Yoga reserves the right in its absolute discretion to refuse a participant the right to participate in a retreat on medical or fitness grounds.

5. Cancellation due to Retreat Booking Numbers

International Yoga reserves the right to cancel any retreat prior to departure in the event of under-enrollment. Should a retreat be canceled due to low enrollment you will be given a full refund of any and all payments made to International Yoga. 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 and vaccination charges, or departure, gear purchases, airport, airfare and airline taxes) <u>so be sure you have travel insurance!</u>

6. Changes, Postponement, Cancellation or Delay

International Yoga reserves the right to make changes to any aspect of the retreat if, in the absolute discretion of International Yoga, 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 political or military or terrorist or otherwise or if an act or omission of a third party prevents the retreat or the aspect of the retreat being undertaken in accordance with your booking or for any other reason considered necessary by International Yoga.

If the teacher designated is unable to lead the trip for any reason, International Yoga, in its discretion will enlist another teacher to lead the retreat. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the retreat price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. International Yoga also reserves, in its absolute discretion, the right to cancel any retreat due to any government travel warning or advice, or any change in such warning or advice. In this event, we will do all we can to transfer any payments made to a future retreat with International Yoga. If this is not possible, travel insurance may compensate you depending on the circumstances.

7. Insurance

We 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 of illness, injury, death, loss of baggage and personal items and cancellation and curtailment.

8. Force Majeure

If International Yoga is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, 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 International Yoga' reasonable control, International Yoga will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the retreat or take

any other action as specified in condition 9.

9. Assumption of Risk

You acknowledge that: by the very nature of adventure travel, they are more challenging and demanding with a commensurately higher level of risk compared with conventional vacations, and involve potential exposure to injury and in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and operational control of the retreat may 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 International Yoga; and the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure retreat

10. Permission to use Photo & Video

I hereby grant permission to International Yoga the rights of my image, in video or still, and of the likeness and the sound of my voice as recorded on audio or videotape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. By signing this release, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting. I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

11. Shared Rooming & Roommate Assignments

If you have registered for a shared rooming option but do not indicate that you are traveling with a companion, we will automatically match you with another traveler (same gender). These requests will be accommodated on a first come first serve basis. If you provide us with the name of a requested roommate we will accommodate this preference. If we are unable to match you with another traveler, 50% of the single supplement will automatically be applied to your final invoice.

12. Email Communication

You acknowledge that by registering for a retreat with International Yoga that all triprelated materials and correspondences will be delivered by email. It is your responsibility to provide a valid email address and that it is your responsibility to mark emails sent by International Yoga as a 'safe sender should any correspondence be delivered to your 'Junk or Spam' folder. International Yoga holds no responsibility if you provide an invalid or outdated address or fail to receive our trip related correspondence.

13. International Yoga Release and Hold Harmless

In consideration of International Yoga's accepting your reservation, the undersigned, to the maximum extent permitted by law does hereby release, waive, discharge, hold harmless and agree to indemnify International Yoga and its officers, employees, agents, licensees, guides and other representatives (called "Indemnified Parties") from any and all claims, damages, actions or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, lost earnings, consequential, exemplary, direct, indirect or punitive damages or otherwise which may arise out of or occur during the undersigned's travel and/or staying over, in connection with the trip, the retreat, or any activities conducted in conjunction therewith, unless caused by the gross negligence or willful misconduct of the Indemnified Parties; and regardless of the situation or circumstances giving rise to the claim the undersigned does hereby permanently waive any claims he or she has, or may at any time have, against the Indemnified Parties and the undersigned agrees, by accepting the additional inherent dangers and risks associated with travel and the retreat, not to make any claim against or seek any compensation from the Indemnified

Parties in respect of any personal injury, illness, or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the trip or the retreat.

The undersigned has been advised and urged to obtain travel insurance to cover against loss resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other losses associated with travel. The undersigned acknowledges that whether or not he/she elects to purchase or not purchase travel insurance, he/she will not look to any of the Indemnified Parties for reimbursement for any loss suffered or occurring during the undersigned's travel and/or staying over.