

RETREAT CONTRACT

TERMS OF SERVICE

It is your responsibility to fully understand the terms and conditions for the retreat. Please read carefully what is and is not included in your retreat package and view all encompassing on 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 us.

PAYMENT TERMS & CANCELLATIONS

1. RETREAT PRICING

All prices are per person and are set well in advance of the retreat start date.

2. STRICT CANCELLATION POLICY

If you wish to cancel your retreat, you must notify ALOGA WELLNESS PRIVATE LIMITED (“The Host”) via email at hello@alogawellness.com. If you booked your retreat through a third party agent, you must notify them first. If you cancel your retreat up to 30 days before the starting date you will get a 100% refund, minus any acceptable admin charges incurred in the processing of your booking. If you cancel your retreat up to 29 days of the starting date we offer you the possibility of changing the retreat starting date once, or instead a 50% refund. 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 retreat early.

3. TRANSFER POLICY

Reservations cannot be transferred from one retreat to another.

4. RETREAT CANCELLATIONS

The Host reserves the right to make any changes deemed necessary; including, but not limited to: advertised excursions, arranged transportation, advertised meals, etc. In the rare case of a Retreat cancellation, The Host will offer a transfer to another retreat (if possible) or a full refund of your payment. The Host is not responsible for any expenses or damages incurred as a result of retreat cancellation including preparation costs, airline tickets, travel documents or other expenses. The Host reserves the right to cancel any retreat prior to the starting date, 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 The Host. 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).

ACKNOWLEDGEMENT

5. ASSUMPTION OF RISK

I acknowledge that I have voluntarily enrolled to participate in this retreat. I acknowledge and understand the potential risks involved in the practice of Yoga, including but not limited, to the practice of yoga physical postures, meditation and others. I acknowledge the potential risks associated with receiving or participating in ayurvedic treatments in all its forms. I acknowledge the potential risk associated with traveling to the retreat and from the retreat, including but not limited to organized tours, excursions or any other activities that involve the use of transportation or similar. I, the undersigned, am aware and assume the risks associated with all the above activities, and any other activities included in the retreat package, including but not limited to injury or death of myself or any of my companions.

In consideration of The Host allowing me to participate, 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 any liability The Host and any teachers, employees, guides, agents, or representatives (“the releasees”) for any personal injury, death, property damage or loss or any nature suffered as a result of my participation in any activity on the retreat. I release from liability The Host for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

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 Host and 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 the retreat-s activities.

INSURANCE

7. TRAVEL INSURANCE

I acknowledge my responsibility to obtain the necessary travel insurance prior the arrival to the retreat. The insurance will be valid for the duration of the retreat and cover all medical emergencies, hospitalization costs and death.

MEDIA

8. 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 The Host 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



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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 The Host 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

9. 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 assets of The Host, their directors, their affiliates, teachers, 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 The Host's retreats. I hereby release The Host, 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 The Host's retreats.

I am medically, physically, emotionally and in all respects fit and able to participate in The Host's retreats. 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 The Host. I acknowledge that The Host 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 The Host is not licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify The Host's instruction to suit my individual needs. I will not hold The Host responsible for any pain or discomfort I experience during or after the retreat.

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Uttarakhand, India, without regard to its conflict of laws rules.

Date:

Retreat date:

Client's full name



ALOGA WELLNESS PLC

Client's passport number

Client's permanent address

Client's signature