Yoga Hell in Heaven 2023

BALI RETREAT

AGREEMENT

**1. Personal Details**

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number:\_\_(\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

Emergency Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Number:\_\_(\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |   |   |

**2. Terms and Conditions**

These are the Terms and Conditions that will apply to your booking one of our retreats. Please read them carefully as you will be bound by them.

These Terms shall constitute the entire agreement between Yoga Hell Petaluma, and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The contract and booking are made with, and services will be provided by Yoga Hell. By booking a retreat, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

BOOKING TRIPS & THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with Yoga Hell Petaluma, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when Yoga Hell Petaluma sends a confirmation email, and when you have completed the deposit payment.

A Yoga Hell Petaluma team member will contact you within 48 hours, regarding your completed registration to confirm your participation in your selected retreat. Confirmation of your participation does not necessarily mean that your trip is confirmed to run. Yoga Hell Petaluma asks that you refrain from purchasing non-refundable travel until you receive an email confirmation from the Yoga Hell Petaluma staff. In order for our retreats to take place we require a minimum of 6 participants.

\*\*Please note that Yoga Hell Petaluma only offers retreats and related activities to those 21 years of age and over, unless accompanied by a parent or guardian.

DEPOSITS

For all advertised retreats and dates, a non-refundable, non-transferable deposit per person plus submission of our booking form is required to complete your booking.

You may book a retreat with a deposit (down payment) until 90 days prior to the retreat start date, after which full payment is required to secure your spot (if any are still available).

The remaining balance of your retreat payment is due 90 days before the retreat begins. We will notify you of the balance due date after your deposit has been processed.

If the final balance is not received by the due date, then your booking cannot be guaranteed, and Yoga Hell Petaluma reserves the right to cancel your booking and forfeit your deposit.

\*Please note deposits made on all bookings are non-refundable and non-creditable due to the requirement to purchase non-refundable and non-transferable essentials including but not limited to; accommodation reservations etc. on your behalf to secure your spot on the retreat.

Deposit payments can be transferred to another retreat taking place within one calendar year if you notify us 90 days or more before the retreat start date.

Deposits are to be paid to Yoga Hell Petaluma via Mindbody Online or in person.

REFUND / CANCELLATION

We understand that unexpected events can arise that can affect your plans.

If you cancel more than 90 days before the retreat start date, you may apply the funds to another retreat within a year.

All retreat payments become non-refundable less than 90 days before the retreat start date.

PRICING

All retreat prices shown are per person and are quoted and payable in USD.

Yoga Hell Petaluma is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Yoga Hell Petaluma reserves the right to alter the prices of any of the travel arrangements shown on our website.  You will be advised of the current price of the travel arrangement you wish to book before your contract is confirmed.

Unless stated otherwise, the price of your travel arrangement includes each and all the component parts described within your booking confirmation invoice.

Not included in the price of your travel arrangement are flights, transport, travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your retreat arrangements.  Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

FINAL PAYMENTS

For all retreats, the payment of the FINAL balance of the retreat price is due 90 days prior to the retreat start date in the currency advertised.

If a booking is made within less than 90 days, your deposit including full payment will be required at your initial sign up.

If the final balance is not received by the due date and there is no concise reason as to why, Yoga Hell Petaluma reserves the right to treat the Client’s booking as cancelled.

Please ensure Yoga Hell Petaluma is on your contact list so our emails don’t go to your junk folder!

CANCELLATION OF A RETREAT BY THE CLIENT

Any cancellation by a client must be made in writing (via email) and be acknowledged by Yoga Hell Petaluma in writing (via email).

Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

If you cancel and you have made additional payments to your deposit, your full balance (less your deposit) can be rolled over to another date of your same trip within one calendar year. If your trip is not offered again, you can switch locations and fees can be transferred.

In the case of a natural disaster, Yoga Hell Petaluma applies to the “act of god” rule and no fees will be reversed.

CANCELLATION OF A RETREAT BY YOGA HELL PETALUMA

Yoga Hell Petaluma reserves the right to cancel any retreat for any reason but will not cancel a retreat less than 30 days before the retreat start date except for unusual or unforeseen circumstances outside Yoga Hell Petaluma’s control. When a retreat is cancelled by Yoga Hell Petaluma before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

Transfer their deposit to another retreat taking place within one calendar year, or:

Receive a full refund of all monies paid under the contract as soon as possible.

Yoga Hell Petaluma is not responsible for any incidental expenses or consequential losses that the Client may have incurred because of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate retreat of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, Yoga Hell Petaluma will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, Yoga Hell Petaluma will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Yoga Hell Petaluma’s control, Yoga Hell Petaluma will in some circumstances offer compensation. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

AIRFARE

All Yoga Hell Petaluma retreats do not include national or international airfare. Yoga Hell Petaluma strongly recommends you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

TRAVEL & HEALTH INSURANCE

Yoga Hell Petaluma recommends Clients obtain travel medical insurance.

The Client acknowledges that the cost of Yoga Hell Petaluma retreats does not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance, the Client must ensure the insurer is aware of the type of travel to be undertaken.

EVACUATION PROCEDURES AND COSTS

Yoga Hell Petaluma Retreat Leaders, local guides or other representatives’ decisions will always be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any traveler from continuing a trip with no right of refund if, in our opinion, that traveler’s actions pose a threat to the safety of others, to the wildlife, themselves, or if the traveler’s actions and/or behaviors are harming the enjoyment of the trip for others.

Evacuations costs are to be covered by the person being evacuated.

TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure, and travel to retreat destinations (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey.

Retreat Details: To expedite the obtaining of travel documents and flight bookings please note that all international trip-related documents such as Retreat Planning Guides will be sent via email once the trip is confirmed to run. Yoga Hell Petaluma will aim to confirm trips within a reasonable timeframe.

Covid: You must be fully vaccinated and proof of vaccination. Unvaccinated travelers can enter Bali / Indonesia only if they are medically exempted (comorbidity diseases or other reasons that clearly state that for medical reasons they can not be vaccinated).

You need: Medical statement letter from a doctor explaining the medical/health conditions and reason for vaccination exemption.

CLIENT RESPONSIBILITY

The Client acknowledges he or she may be visiting places where the political, cultural, and geographical attributes present certain risks, dangers, and physical challenges greater than those present in their daily life. By booking a retreat with Yoga Hell Petaluma, the Client acknowledges they have considered the potential risks, dangers, and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary and is encouraged to locate or make contact prior to embarkation with their local embassy or consulate at the trip destination.

SUPPLIERS & INDEPENDENT CONTRACTORS

Hotels/accommodation, shuttle services, excursions or other elements of Yoga Hell Petaluma may be arranged by Yoga Hell Petaluma with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Yoga Hell Petaluma will always endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of Yoga Hell Petaluma will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Yoga Hell Petaluma nor any carrier is liable for independent contractors.

PHOTOS, VIDEO AND CONTENT CREATION

During participation in a Yoga Hell Petaluma retreat, photos or video may be taken by participants, guides, and professional photographers. These images may be used in any Yoga Hell Petaluma promotional materials, website, all social media platforms (i.e., Instagram), etc., unless Clients specifically request to the photographer or in writing to Yoga Hell Petaluma, to not use any material your image is depicted in. Otherwise, permission is granted to Yoga Hell Petaluma to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

RETREAT ITINERARY CHANGES

Yoga Hell Petaluma and its partners reserves the right to alter retreat programs and itineraries due to weather, road conditions or other circumstances. These programs may be changed or cancelled at any moment due the trip to assure the safety of our clients and staff. No responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules or other similar causes. Yoga Hell Petaluma and its partners do not assume responsibility for accidents or deaths that can be traced to the participants’ negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, ware, or other similar causes.

LIABILITY

Yoga Hell Petaluma is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Yoga Hell Petaluma and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Yoga Hell Petaluma and/or the relevant supplier could not even with all due care have foreseen or forestalled.

ACCEPTANCE OF RISK

The Client acknowledges that the nature of the retreat is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Yoga Hell Petaluma from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. At the time of payment, the Client is required to sign Yoga Hell Petaluma’s RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. Please read carefully.

SEVERABILITY

If any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

SUCCESSORS & ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon Yoga Hell Petaluma and the Client and their respective heirs, legal personal representatives, successors, and assigns.

Yoga Hell Petaluma LLC exist under, and is pursuant to, the laws of California, USA.

APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of California, USA.

WAIVER OF BOOKING CONDITIONS

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a client completes, submits and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, Yoga Hell Petaluma agrees to carry out the obligations as defined therein.

UPDATING OF TERMS & CONDITIONS

Yoga Hell Petaluma reserves the right to update and/or alter these terms and conditions at any time, and it is the Client’s responsibility to be familiar with them. **If you have any questions or concerns, please email us at** **lynn@yogahell.com** **or** **Jacquiekay@yogahell.com****.**

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**3. Payment**

PAYMENT TERMS AND TIMELINE:

**Immediately upon reservation (signature of this agreement): $500.00 Retreat Participant deposit** (**(nonrefundable, non-transferable) is due.**

90 days prior to the Retreat Start Date, by March 21st, 2023 the balance of the fees are to be paid in full.

CANCELLATION POLICY:

• Individual participant cancellations received in writing at least 90 days prior to the Retreat Start Date are refundable, minus the $500.0 nonrefundable participant deposit.

• Less than 90 days before the Retreat Start Date, the full balance is nonrefundable and non-transferable.

**4. What to Pack**

* At least 3 days’ worth of yoga wear
* Personal toiletries
* Refillable water bottle
* Personal medication
* Comfortable day clothes (layers for cooler mornings and night)
* Slip-on shoes are helpful to enter and exit yoga and meditation studios
* Power adapters for plugs and chargers
* Good walking shoes or lightweight hiking boots.
* Wide-brimmed hat, sunglasses, sunscreen, and lip balm are essential.
* Insect repellent
* Anti-bacterial wipes or hand sanitizer. Human contact rather than food can be the main culprit for travel related illness.
* Travel Documents
* Do not bring any jewelry or other valuables. Wear an inexpensive watch.

Packing suggestions:

Travel light. You may have to carry your own luggage at times.
Dress is very casual. Dress in layers: Bring a comfortable jacket for the early morning and night. Dressing in layers allows one to be comfortable during the cold mornings and nights, and hot middays.

Laundry: There is laundry on-site.