



RETREAT BOOKING TERMS

The following terms and conditions (our “**Retreat Booking Terms**”) govern the reservation, purchase, and use of all Travel Services (as defined below) offered for sale by International Yoga, LLC (“INTERNATIONAL YOGA”).

All bookings of Retreats are also subject to the Terms and Conditions of the Supplier of the Travel Services incorporated in your reservation. By placing a reservation with INTERNATIONAL YOGA, you agree to abide by all the Terms and Conditions of the applicable Suppliers, and to be bound by the limitations therein. If a Supplier’s Terms and Conditions are ever in conflict with our Retreat Booking Terms, INTERNATIONAL YOGA’s Terms will control all issues relating to the liabilities and responsibilities of INTERNATIONAL YOGA.

Please read these Retreat Booking Terms carefully, ask us any questions you have about them, and/or consult an attorney if desired before you agree to be bound by them. Traveler acknowledges that they have taken note of these Retreat Booking Terms before making a booking and have accepted the same by checking the box marked “I ACCEPT” during the reservation process. Without this acceptance, the processing of a booking is not possible.

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1. Definitions.

- i. This agreement and its terms and conditions are herein referred to as our “**Retreat Booking Terms**” this “**Agreement**”
- ii. “**INTERNATIONAL YOGA**” and/or “**we**” or “**us**” refer to International Yoga, LLC.
- iii. The “**Site**” is our website, located at <http://www.internationalyoga.com>
- iv. “**Travel Service(s)**” or just “**Service(s)**” encompass: Retreat packages; guided yoga practices; tour guide services; accommodations, including hotel rooms, resorts, or other lodgings; various activities and excursions offered during a Retreat; ground transportation, including private drivers and train journeys; airport transfers; internal flights; and any other travel or travel related products offered or sold by INTERNATIONAL YOGA and described in your Retreat Itinerary.
- v. The term “**Retreat**” is defined as any package of Travel Services, offered or sold by INTERNATIONAL YOGA.
- vi. “**Traveler**” shall apply to each and any of the following: a party participating in an offered Retreat and/or the party who purchases (or attempts to purchase) a Retreat for themselves and/or others, including their Parent (or Legal Guardian) who accepts these Terms and Conditions on their behalf if the party participating in the Retreat is not of legal age or cannot otherwise enter into a binding legal contract on their own behalf.
- vii. Travel Service Supplier (“**Supplier(s)**”) are any third-party providers of Travel Services.

2. Eligibility. The Services offered by INTERNATIONAL YOGA are available for purchase by all North American residents who have the requisite power and authority to enter into and perform the obligations under this Agreement. No unaccompanied minors (those under 18 years of age) will be accepted. The Lead Passenger (the Traveler who submits a Retreat reservation for others) must be over the age of 18 to purchase an INTERNATIONAL YOGA Retreat and agree to these Retreat Booking Terms. If travelling with a minor, the minor's parent or guardian accompanying them must accept full responsibility for the minor at all time during their Retreat.

3. Modification of Our Retreat Booking Terms. Our Retreat Booking Terms may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Retreats booked prior to the amendment or modification. It is therefore essential that you consult and accept our Retreat Booking Terms at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with INTERNATIONAL YOGA or reviewed our Retreat Booking Terms.

4. Prices and Pricing Errors. Only items and fees *explicitly* advertised as included in the price of a Retreat will be included as part of that Retreat's advertised price. We use commercially reasonable endeavors to publish and maintain accurate prices and information for Services included in our retreats. Suppliers provide the price, availability and other information related to their Services. In the event, however, that a Service is listed or provided to us at an incorrect price or with incorrect information due to typographical error or other error in pricing or information received from a Supplier, we retain the right to refuse or cancel any reservation placed for such Service, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase

and your reservation is canceled because of incorrect Supplier provider information, we will promptly issue a credit to your credit card account in the amount of the charge. We expressly reserves the right to correct any advertised pricing errors and/or on pending bookings. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

No claim by Traveler relating to the price of a Retreat will be considered once the reservation is effective. All prices are quoted in US dollars (US\$) unless otherwise delineated. Rates for Travel Services are based on tariffs and exchange rates in effect at the time of posting and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, price of fuel, services and labor sometimes increase the cost of Travel Service arrangements.

5. Bookings. To make a booking with INTERNATIONAL YOGA, please complete the Retreat registration form, click the box indicating you agree to these Retreat Booking Terms, and submit together with the non-refundable deposit via our Site.

6. Payments.

Payment can be made by cash, check, credit card or bank wire. Final balances are due on the final payment deadline specified on the site and specific trip page. If payment of the balance of the Retreat price is not received by us by the final balance due date, we will assume that you will not be participating on the Retreat and cancellation charges in accordance with Section 7 below will apply.

7. Cancellation and Alteration Policies.

i. Cancellations by Traveler

At the time we receive written notice from Traveler that you wish to cancel your Retreat for any reason (including Coronavirus related concerns) the following fees will apply:

<u>Date of Cancellation</u>	<u>Cancellation Charge</u>
BEFORE the final balance due date	Loss of entire <u>non-refundable deposit</u>
AFTER the final balance due date	Loss of 100% of the Retreat price and all other payments

Please note:

- a. A no show passenger is treated as a cancellation and forfeits all payments made as well.
- b. Any amount forfeited, which has not then been paid to International Yoga by you will be recoverable from you by International Yoga as a debt due and payable.
- c. When part of a booking is cancelled, the remaining parties may have to pay additional charges (e.g. under-occupancy, or single room supplements).

ii. Cancellations and/or Alterations not attributable to Traveler

- a. Force Majeure, Hazardous Conditions, and other Situations out of our Control

Particularly as a result of causes beyond our control (ie. weather and travel conditions, travel bans or other government mandated travel restrictions, political or environmental changes, equipment failure, flight schedule changes or rescheduling of air routes and times, referred to herein jointly as “Force Majeure”), changes and/or cancellations may need to be made to confirmed bookings.

Further, 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.

While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value. This may include cancelling or postponing an entire Retreat and transferring all payments made by traveler to a future Retreat of traveler's choosing. INTERNATIONAL YOGA further reserves the right to adjust the Travel Service or change the modes of ground transport, change the quality of accommodations or otherwise change the Travel Service without prior notice. We accept no liability for loss of enjoyment as a result of these changes. Any additional charges incurred arising from the postponement, delay or extension of a Retreat due to Force Majeure or hazardous circumstances will be the Traveler's responsibility. INTERNATIONAL YOGA will attempt to provide Traveler advanced notice of any changes to your Retreat to the extent commercially possible.

b. Right to Substitute Teacher

If the teacher designated is unable to lead the Retreat for any reason, INTERNATIONAL YOGA may, in its discretion, enlist another teacher to lead the retreat. In the event of any alteration, 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.

c. Cancellation due to insufficient 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), *so be sure to purchase travel insurance!*

8. Issuing Travel Documents. Travel Documents will be emailed when you first register until the days in advance of departure date. Please be sure to mark International Yoga as 'safe sender' to ensure these do not end up in your Spam Folder. Should you change your email address before your departure date, you are required to advise us of the change. If a Traveler provides incorrect information to INTERNATIONAL YOGA, we do not assume any liability if the Retreat is adversely affected or made impossible by the non-receipt of travel documents.

9. Health and Fitness Requirements. Our Retreats are physically active and interactive, so you must be in good physical and mental condition to participate in them. Our retreats often take place in remote areas with little access to medical facilities or hospital services for serious problems. As such, a particular Retreat may not be appropriate for all ages or for individuals with certain medical conditions or disabilities. INTERNATIONAL YOGA may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

10. Travelers with Special Needs or Disabilities.

If you have special needs (e.g., dietary restrictions, traveling with seeing eye dog, etc.) you must contact all relevant Suppliers for your Retreat ahead of time and verify that special needs can be met. Depending on their terms and conditions, your reservation may be refunded, canceled or modified if special handicapped needs cannot be met. INTERNATIONAL YOGA make no guarantee as to the ability of any Supplier to meet the special needs of disabled Travelers.

Also:

- Traveler should be aware that different countries have its own standards of accessibility for persons with disabilities. Before you travel, visit travel.state.gov/destination and enter a country or area to find information for mobility-impaired travelers in the Special Laws & Circumstances Section
- Consult with your physician before traveling to identify health care needs during your Retreat.
- If your health insurance plan does not provide coverage where you are travelling, we strongly recommend supplemental medical insurance and medical evacuation plans.
- Carry sufficient prescription medication to last your entire Retreat, including extra medicine in case of delay. Some prescription medications that are legal in the United States may be illegal in your destination. See <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html> for the specific area where you will be traveling or contact the local embassy or consulate for more information if necessary.
- Always carry your prescriptions in their labeled containers, not in a pill pack.
- Carry medical alert information and a letter from your health care provider describing your medical condition, medications, potential complications, and other pertinent medical information.
- Get official documentation of your “special needs”. Your physician should give you a letter stating you are disabled and in what way you are disabled. If you need special equipment of any kind, oxygen, a walker, paper disposables such as underpants, have this included. If possible, have them add the statement that you have been checked and found free of any communicable disease, particularly HIV Aids. Also have your doctor include the medications prescribed for you. Be sure the medication or drugs you carry on your person or in your luggage match what is on the list.
- Many doctors are now using a rubber stamp to prevent forgery of their signatures. Be sure the document you get from your doctor receives this stamp to assure everyone your letter is authentic. Make several copies of the letter and carry the original with you at all times. If your doctor does not have the anti-forgery stamp, go to a notary or similar official.
- Traveler certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Retreat. Travelers who have physical conditions wherein they must take medication daily should have back up medication in case the medication gets lost, or is rendered unusable.
- If Traveler’s condition potentially requires EpiPens or other emergency tools, it is Traveler’s responsibility to bring their own and a back up supply. Traveler understands that in the event of injury to Traveler, or exacerbation of Traveler’s medical condition, INTERNATIONAL YOGA may not be held responsible.

INTERNATIONAL YOGA reserves the absolute right to decline a booking at their discretion. Travelers agree to accept the authority and decisions of the employees of INTERNATIONAL YOGA, including our teachers and agents, while on your INTERNATIONAL YOGA Retreat. If in the opinion of such person the health, or conduct, of a Traveler before or after departure appears likely to endanger the safe, comfortable and efficient progress of a Retreat, the Traveler may be excluded from all or part of the Retreat.

11. Insurance. Should you have to cancel your Retreat because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, trip cancellation insurance may protect some or all deposits and payments for trip costs. Trip cancellation and interruption penalties are significant. Purchasing trip cancellation insurance at a much later date may limit some of the coverage as

to pre-existing or other conditions. INTERNATIONAL YOGA strongly recommends the immediate purchase of travel cancellation insurance including emergency medical evacuation, flight delay, baggage and repatriation.

Due to the Coronavirus pandemic, we further recommend the trip cancellation insurance purchased is a policy that allows Traveler to “cancel for any reason” as the pandemic is ongoing and many types of trip cancellation policies do not allow cancellation for Coronavirus related reasons. It is Traveler’s responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler’s sole responsibility to research, evaluate and purchase appropriate coverage. Traveler agrees that INTERNATIONAL YOGA is not responsible for any uninsured losses.

12. International Travel: Passports, Visas, and Travel Safety. It is Traveler’s sole responsibility to verify they have all the necessary visas, transit visas, passports, and vaccinations prior to travel and have paid any required reciprocity fees for their destination. A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire trip.

Many international destinations require a passport valid until at least six (6) months beyond the scheduled return date. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or accessed online at <http://travel.state.gov/content/passports/en/passports.html>, or directly from the destination country's website. Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all Travelers when making a booking and appearing in their travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on their passport, visas, etc.

Immunization requirements vary from country to country and even region to region. Up-to-date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release INTERNATIONAL YOGA from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>.

WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION OR IMMUNIZATIONS. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

13. Accommodations. INTERNATIONAL YOGA provides the Accommodations for its Retreats through third-party Suppliers and retains no ownership or management interest in those Accommodations. We do not guarantee the amenities of the Accommodations nor the performance of these third-party Suppliers. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

Prices of Accommodations are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation.

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.

Accommodations and living standards may vary from country to country and region to region. INTERNATIONAL YOGA makes no guarantees about Accommodation living standards. Any additional costs, i.e. upgrades etc., will be borne by the Traveler.

Some Accommodation Suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by us for your Accommodation booking.

14. Activities/Excursions Offered During Retreats. It may happen that certain activities and/or excursions referred to or described in your Retreat Itinerary or other promotional materials are no longer provided by the local provider for climatic reasons, in the event of Force Majeure, outside of the local tourist season, or when the minimum number of Travelers required for providing a given activity is not reached (examples: group sports, children's clubs). In the early or late season some activities and/or excursions may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. The opening hours of bars, restaurants, and nightclubs, etc., may be irregular and dependent on the management of the establishment in question. INTERNATIONAL YOGA cannot be liable for activities unavailable due to any of the reasons listed above or for any other reason outside of our control.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY AND/OR EXCURSION MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTERNATIONAL YOGA SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY AND/OR EXCURSION.

15. Marketing Materials and Illustrative Photos. INTERNATIONAL YOGA endeavors to illustrate the Travel Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Travel Services pictured at the time of a scheduled Retreat.

16. Local Customs, Laws, and Travel Risks. Retreat may expose Traveler to different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that they must be prepared to cope with the unexpected, with local customs and shortages, the vagaries of weather, and travel in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold INTERNATIONAL YOGA harmless for any such problems experienced while participating in their Retreat.

Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety. INTERNATIONAL YOGA does not guarantee your safety at any time, and assumes no responsibility for gathering and/or disseminating information for you relating to risks associated with your destinations. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO THOSE DESTINATIONS.

An ongoing risk that Traveler needs to be aware of is the global COVID-19 pandemic. Traveler understands that there are potential dangers incidental to their participation in the Retreat, including travel to and from the Retreat, in that they may be exposed to or infected by COVID-19, and that such exposure or infection may result in personal injury, illness, quarantining, permanent disability, and even death. Traveler KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES, and assume full responsibility for their participation in the Retreat.

While we will do our best to enact procedures to limit exposure to the virus, social distancing and other recommended protection measures may not always be possible. As such, until the pandemic is under control, we will need Travelers to sign our "AGREEMENT FOR TRAVEL DURING THE CORONAVIRUS/COVID-19 PANDEMIC". Travel during the pandemic with INTERNATIONAL YOGA is not possible without Traveler signing our COVID-19 travel agreement.

17. Notices. Any notices required or permitted hereunder shall be given:

i. If to INTERNATIONAL YOGA, via email to:

info@internationalyoga.com

ii. If to Traveler, at the email or physical address provided by Traveler during the registration process.

iii. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

18. Seller of Travel Registration Information. INTERNATIONAL YOGA is registered with the California Department of Justice. CST#2135876. Registration as a seller of travel does not constitute approval by the State of California. California law requires certain sellers of travel to have a trust account or bond. This business has a bond with Surety Bonds Direct for \$100,000.

This business is a participant in the Travel Consumer Restitution Corporation (TCRC). You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the Seller of Travel, not to exceed \$15,000. Please note that if you were outside of California at time of purchase, such transactions are not covered by the TCRC.

A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: 415-927-7698.

19. Limitation of Liability. IN NO EVENT SHALL INTERNATIONAL YOGA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF INTERNATIONAL YOGA HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER

LEGAL THEORY. IN NO EVENT SHALL INTERNATIONAL YOGA'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO INTERNATIONAL YOGA UNDER THIS AGREEMENT.

INTERNATIONAL YOGA OFFERS VARIOUS TRAVEL SERVICES PROVIDED BY THIRD PARTY SUPPLIERS. INTERNATIONAL YOGA RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY SUPPLIERS. TO THE FULLEST EXTENT PERMITTED BY LAW, INTERNATIONAL YOGA DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY SUPPLIERS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

20. Disclaimer of Warranties. The inclusion or offering of any Services by INTERNATIONAL YOGA does not constitute any endorsement or recommendation of such products or services. UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY INTERNATIONAL YOGA ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, INTERNATIONAL YOGA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH INTERNATIONAL YOGA. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

21. Indemnification and Release. You hereby release INTERNATIONAL YOGA and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Travel Services, Traveler's participation in a Retreat, including but not limited to, any interactions of any kind arising in connection with or as a result of this Agreement or your use of the Site. This is a general release of all claims, whether known or unknown, suspected or unsuspected, and **specifically waives the rights provided in California Civil Code Section 1542**, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Traveler hereby also agrees to indemnify, defend and hold harmless INTERNATIONAL YOGA from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against INTERNATIONAL YOGA regarding, resulting, or arising from Traveler's participation in a Retreat or Traveler's booking of Travel Services.

22. Force Majeure. INTERNATIONAL YOGA shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond INTERNATIONAL YOGA's reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, political unrest, natural or nuclear disaster, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of INTERNATIONAL YOGA or deemed by INTERNATIONAL YOGA to constitute a danger to the

safety and well-being of Travelers. INTERNATIONAL YOGA reserves the right to cancel any Services due to Force Majeure.

23. Disputes: Mandatory Binding Arbitration, Class Action Waiver. Any disputes or claims relating, or referring to, a Retreat should be submitted to INTERNATIONAL YOGA in writing no later than 30 days after the end of your Retreat. You and INTERNATIONAL YOGA shall attempt in good faith to resolve any dispute or claim concerning, relating, or referring to a Retreat, Services sold by us, the Site, any literature or materials concerning our Services, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a “Dispute”) through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in San Francisco, California and presided over by one (1) arbitrator. The arbitration shall be administered by JAMS or a similar ADR organization pursuant to JAMS Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitrator’s decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney’s fee for having to compel arbitration. Nothing herein will be construed to prevent any party’s use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party’s right to compel arbitration of any dispute. YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND INTERNATIONAL YOGA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION.

24. Governing Law, Venue, and Jurisdiction. These Terms and Conditions and the relationship between you and INTERNATIONAL YOGA will be governed by U.S. law, particularly the laws of the State of California, without regard to its conflict of law provisions. You and INTERNATIONAL YOGA agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco, California with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or any other Dispute related to these Retreat Booking Terms not covered by our Binding Arbitration clause. Traveler and INTERNATIONAL YOGA agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in San Francisco, California, and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court.

25. Attorney’s Fees, Costs, and Expenses of Suit. If any act of law or equity, including an action for declaratory relief, is brought to enforce, interpret or construe the provisions of this Agreement and/or the included Mandatory Binding Arbitration Agreement, the prevailing party shall be entitled to recover actual reasonable attorney’s fees, costs, and expenses.

26. Medical Emergencies. The quality of medical personnel and facilities vary from country to country, and region to region, and cannot be controlled by INTERNATIONAL YOGA. Hospital facilities may be unavailable and evacuation can be prolonged, difficult and expensive. INTERNATIONAL YOGA is not responsible for the costs of any medical treatment you may require during a Retreat and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Retreat. YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS AND EVACUATIONS YOU MAY REQUIRE OR RECEIVE DURING YOUR RETREAT. Traveler releases INTERNATIONAL YOGA from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

27. Legal Compliance and Proper Conduct. Traveler understands that their participation in a Retreat may be terminated during the Retreat if Traveler is disciplined by any civil or criminal authorities, Accommodation or conveyance Suppliers, or if INTERNATIONAL YOGA, in its sole discretion,

determines that Traveler's conduct is incompatible with the interests, safety or welfare of other Travelers, Suppliers, guides, their employees, or independent contractors. In this event, Traveler is responsible for arranging and paying for their own substitute travel and Accommodations.

28. Use of Information and Image. INTERNATIONAL YOGA may occasionally use statements and testimonials provided by Travelers, and/or Travelers' photographs, in marketing materials, on the internet (including social media), and in print publications and advertisements to promote INTERNATIONAL YOGA. You fully consent to such use of your statements and/or photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to you, and grant INTERNATIONAL YOGA a non-revocable license for said use and waive the right to inspect or approve the finished product wherein your likeness appears.

29. Assignment. Traveler may not assign his rights or obligations hereunder without the prior written consent of INTERNATIONAL YOGA.

30. Severability and Survivability. If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Traveler and INTERNATIONAL YOGA agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of this these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

31. Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. INTERNATIONAL YOGA does not guarantee it will take action against all breaches of this Agreement. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

Updated Feb 16, 2022