

Terms and Conditions

In exchange for us providing you with an exceptional retreat opportunity described fully under the retreats tab at amberkleid.com (“Our Webpage”), you agree to the following terms and conditions of this Contract (“Terms and Conditions”) for the specific yoga retreat destination, dates, and pricing that you select on Our Webpage (the “Yoga Retreat”).

1. Yoga Retreat Attendance

To attend the Yoga Retreat, you must:

- Agree to pay the Yoga Retreat purchase price per person specified on Our Webpage in US Dollars and accept all other Terms and Conditions in this Contract,
- Complete and submit the online registration form for the Yoga Retreat on Our Webpage, and
- Submit a \$1000.00 nonrefundable, non-transferable deposit through the online booking system on Our Webpage towards the full price of the Yoga Retreat (“Deposit”) or submit your payment in full.

2. Early Bird Rates and Balance Due Dates

Your deposit pays towards the full rate of the Yoga Retreat.

To qualify for our Early Bird discount of \$200 (“Early Bird Discount”) for Yoga Retreat pricing, you must either pay in full or make your Deposit by the early bird deadline as listed on Our Webpage (the “Early Bird Deadline”), and agree to pay the balance of the Yoga Retreat price by the balance due date listed on Our Webpage (the “Final Payment Due Date”). For those who do not qualify for the Early Bird Discount, you must pay in full or make your Deposit and agree to pay your balance of the Yoga Retreat price on or before the “Final Payment Due Date”. If you are paying after the Final Balance Due Date your payment must be in one full charge rather than a separate Deposit and Balance payment charge.

If you make a Deposit, as a courtesy, we will notify you at least one week before we charge your card for the Yoga Retreat balance due in case you need to update or change the card used for payment. If your credit card issuer declines our charge for the balance-due payment, we will reach out to you. If we are unable to reach you or resolve the payment issue within a reasonable time not to exceed two weeks, we reserve the right to forfeit your spot on the Yoga Retreat without refunding your Deposit.

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3. Travel and Health Insurance

We do not offer or include trip or health insurance in any Yoga Retreat purchase but recommend that you obtain trip and health insurance for the Yoga Retreat because you will be 100% responsible for any loss, penalties, fees, or other financial consequences relating to trip or travel cancellation or interruption, theft or loss of belongings, and all health coverage abroad. We do not offer refunds for trip, travel or medical issues that arise before or during a Yoga Retreat.

We recommend that you purchase cancel for any reason (or "CFAR") trip insurance, which offers the highest level of protection. Please note that to get CFAR coverage you will have to purchase a base travel insurance plan and add CFAR coverage within a certain time, usually 14 days, after your first trip payment (typically the retreat deposit). You need to verify coverage with your insurance company because the deadline for adding CFAR will depend on the travel insurance company, and not all companies offer it.

We recommend that you purchase your own travel insurance policy for the full duration of the Yoga Retreat, all corresponding travel expenses, and medical care abroad, including illness, injury, death, loss of baggage or personal items, and cancellation or curtailment. If you cancel due to unforeseen illness or personal emergency before the Yoga Retreat (including COVID 19, pregnancy, surgery, or injury whether personal or of a family member), miss part of the Yoga Retreat due to travel delays, lost luggage or have delayed luggage, or require medical care abroad, your personal travel insurance policy can usually cover this but we cannot offer refunds for any of these reasons.

4. Guest Cancellation Policy

If you wish to cancel your Yoga Retreat, you must notify us by email. Once we have received the notice, cancellation will take effect subject to the following conditions:

- If cancellation takes place before the final balance due date listed on Our Webpage, your payments can be refunded only if you (refunded in full) or we (refunded minus the \$1000.00 non-refundable, non-transferable Deposit) can find someone to take and pay for your spot.

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4. Guest Cancellation Policy Con't

o If you are in a double room and registered for the Yoga Retreat with a friend, your friend/roommate has the right to decline your request to fill your spot in the room with an unknown Yoga Retreat guest, in which case you will not be eligible for a refund.

o We highly recommend that you find your own replacement to take your spot because we cannot look for replacements until we have sold all of the spots for our Yoga Retreat and you should not wait until full sale of the Yoga Retreat for us to find a replacement guest so that you can qualify for a refund. If you find someone to take your spot your replacement must complete and submit the online registration on Our Webpage, pay in full for the Yoga Retreat directly through the online booking system on Our Webpage, and accept all of the Terms and Conditions of this contract associated with the Yoga Retreat purchase, including COVID policies, liability waivers, and travel and health insurance recommendations. If and when payment for the new guest is processed, and waivers are signed, we will issue a refund of 100% of your original payment (including the otherwise non refundable, non transferable Deposit).

o However, if you prefer to have us fill your spot through paid ads, newsletters, and our extensive client list, we will put you on a refund waitlist in the order that we received your request. After all remaining spots for the Yoga Retreat are reserved and prepaid and the Yoga Retreat is at full capacity as intended, any future additional incoming room sales will be directed to refund guests seeking cancellation and partial refund from the refund waitlist in the order of requests received. Once payment for the replacement guest is processed, and waivers are signed, we will issue a refund minus your original non refundable, non transferable Deposit to your bank or credit card.

- If your cancellation request takes place after the Final Balance Due Date, you will forfeit 100% of the Yoga Retreat price, and we will issue no refund.

- No refunds will be given for failure to attend or complete the Yoga Retreat without written notice and adhering to this policy. We reserve the right to recover from you any amount due after Deposit, which you have not paid to us by the Final Payment Due Date. There are no refunds or discounts given for arriving late or departing early or for guests who choose not to partake in meals, yoga classes, or excursions.

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5. Our Cancellation, Postponement, or Changes of Yoga Retreat

We reserve the right to cancel any Yoga Retreat prior to departure in the event of under-enrollment. Should a Yoga Retreat be canceled due to low enrollment we will fully refund any and all payments you have made to us for the Yoga Retreat minus a credit card fee of 3%. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expense, or damage (either direct, indirect, or consequential) or for any loss of time or inconvenience that may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport, airfare, and airline taxes).

For all Yoga Retreats, if a force majeure event (e.g. pandemic, natural disasters, travel restrictions, strikes, trade disputes, fire, breakdowns, government or political action, acts of war or terrorism, acts of omissions of a third party or for any other reason whatsoever outside of our reasonable control) causes a Yoga Retreat to be canceled, we will have no liability whatsoever to you and may, at our option, by written notice to you, either cancel or postpone the Yoga Retreat. In this case, we will not refund payments when they are due to causes beyond our control but may offer a rescheduled Yoga Retreat date in some instances. If the rescheduled Yoga Retreat date does not work for you, then you must seek reimbursement through your own travel insurance policy. For this reason, Travel Insurance to protect your Yoga Retreat investment is strongly encouraged.

We also reserve the right to make changes to any aspect of the Yoga Retreat if, in our absolute discretion, it is necessary to do so due to conditions that are likely to be hazardous or dangerous to the best interest of our Yoga Retreat group's safety 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 any aspect of the Yoga Retreat being undertaken in accordance with the booking or for any other reason that we consider necessary.

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6. Passports, Visas, Immunizations, and Flights

It is your responsibility to obtain all required travel documents including but not limited to Passports, Driver's Licenses, Visas, and Immunization Records associated with any destination. For many countries, passports must be valid for at least 6 months beyond the duration of the trip. You are also responsible for booking flights to the Yoga Retreat. We are not responsible and will provide no refund if you are refused entry into the country because of incorrect travel documents that are your responsibility.

7. Roommate Requests

If you provide the name of a requested roommate at registration, we will accommodate this preference. If you are traveling alone and would like to book a shared room, we will strive to room you with another guest of the same gender if the retreat is co-ed. These requests will be accommodated on a first come first serve basis and cannot always be guaranteed. If we are unable to match you with another traveler, you may need to upgrade to a private room at a 50% reduction of the cost increase for the price of a Single Room, thus securing a Single Room at a price point halfway between a single and a double room.

8. Extra Activities & Yoga Retreat Schedule

Our Webpage will list what activities are included in the price of your Yoga Retreat. We are not responsible or liable for the consequences of any optional or extra activities, assistance, excursions, cab rental fees, meals, or treatments that you purchase from a third party and that are not included in the Yoga Retreat price.

9. Photography/Videography

We will be taking photographs and videos of the Yoga Retreat for marketing and promotional purposes. You consent to us taking those photographs and videos and grant us the royalty-free right to use them for those purposes. If you would like to be excluded from photography/videography during the event, please let us know ahead of time and we will do our best to accommodate you.

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10. Health, Immunizations, and Travel Warnings

You assume full responsibility for researching the safety and security of countries that we will visit. You are advised to visit your physician to know what vaccines are recommended. By booking a trip with us, you confirm that you are in good health and capable of performing the activities on the trip you booked. You are also confirming that you are able to care for yourself during the trip and do not have any medical conditions that could cause risk for yourself or others during the trip.

11. COVID-19

We will provide no refund or other reimbursement to you if you are unable to participate in the Yoga Retreat due to illness such as COVID 19 prior to trip departure or during the Yoga Retreat but reimbursement can typically be sought from most travel insurance policies. If you test positive for Covid while on Yoga Retreat, you agree to obtain your own private room off the premises to quarantine. For these reasons, you should inquire as to your coverage regarding Covid with your travel and health insurance carriers. We recommend wearing a mask in airports and on public transport.

12. Misconduct and Early Departure

For the benefit of everyone, we reserve the right to accept or reject any participant at any time without liability, and in the event we determine, in our sole and exclusive discretion, that you are disruptive to the harmony of the Yoga Retreat, we may expel you from the Yoga Retreat, without any obligation to pay a refund or any other amount whatsoever. Moreover, we have no responsibility or liability to you if you leave the Yoga Retreat prior to its conclusion or for any activity that you undertake, which is not included on the Yoga Retreat itinerary.

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13. Fitness and Health

You acknowledge that you are medically, physically, emotionally, and in all respects fit and able to participate in a Yoga Retreat. You also agree that you will be fully and financially responsible for your own physical condition and well-being during the Yoga Retreat, and will follow the safety precautions and instructions that we prescribe. However, you have the ultimate responsibility for your choices and realize that we are not a licensed medical provider and that you must consult your doctor.

We will offer modifications for different yoga experience levels, but it is your responsibility to listen to your body, modify, and rest as needed. You will not hold us responsible for any pain or discomfort you experience during or after the Yoga Retreat.

14. Assumption of Risk

Although we are dedicated to your safety on every trip, you must take responsibility for your own safety and assume the risks and hazards inherent with travel and physical activities at the Yoga Retreat, including the practice of vigorous forms of yoga. These risks and hazards may include, without limitation, delays, injury, illness, death, loss of or damage to your property, exposure to food allergens, and may be caused by force majeure events, the negligence of other persons (including third party operators), and the intentional misconduct of other persons. Certain locations are remote and require additional travel time away from city centers and towns. As such, medical attention may not always be readily available or may be of different quality compared to what is available at home. Also, you may be visiting places where the political, cultural, and geographical environment is very different from where you live, and in some cases, these differences may present increased risks and/or challenges. We use reasonably available information from the U.S. government, applicable foreign governments, and reports from our contacts in planning each trip itinerary and assessing the viability of each trip itinerary as the start date approaches. However, it is your responsibility to acquaint yourself with all available and relevant travel information for your destination and the nature of your itinerary. You acknowledge and agree that your decision to travel is made after having considered this information, and you expressly assume the personal risks involved with such travel and related activities.

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15. Indemnification and Hold Harmless

In consideration of us accepting the your reservation to participate in the Yoga Retreat and your recognition and assumption of risks associated with the Yoga Retreat, to the maximum extent permitted by law, you accept financial responsibility for accidental injury and hereby release, waive, discharge, and agree to indemnify, defend and hold harmless Kleidoscope Yoga LLC and anyone acting on its behalf, including its principals, managers, employees, agents, and other representatives (called "Indemnified Parties") such as co-teachers or other service providers 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 and any attorneys' fees and costs incurred defending against these claims or enforcing this Contract that may arise out of or occur during your travel and/or staying over, in connection with the trip, the Yoga Retreat, or any activities conducted in conjunction therewith, including yoga practices, massages and spa treatments or healing sessions, exposure to food allergies or allergens, and guided tours and excursions with third party outfitters, unless caused by the gross negligence or willful misconduct of the Indemnified Parties.

YOU SHALL NOT PARTICIPATE IN ANY YOGA RETREAT WITH KLEIDOSCOPE YOGA LLC WITHOUT FIRST ACCEPTING ALL OF THE FOREGOING TERMS AND CONDITIONS. PLEASE SIGN AND DATE BELOW TO INDICATE YOU AGREE TO THE TERMS AND CONDITIONS OF THIS RETREAT CONTRACT.