



# Yoga & Recovery Retreat

## TERMS OF PARTICIPATION & PURCHASE

The following Terms and Conditions apply to your participation in the Yoga & Recovery Retreat (the "Program") by RECOVERY 2.0 LLC, a California limited liability company ("Company"). Company will offer courses on yoga and meditation, with a goal of teaching you an integrated, holistic approach including elements of psychology, philosophy, spirituality and science to help others overcome addiction.

The purchase of your spot in the Program with the Company represents and constitutes your acceptance of these terms and conditions and as they may be amended. Please ensure that you read carefully and understand these Terms & Conditions prior to purchase. You are advised to check the Company's website for any changes to these Terms & Conditions. Company is unable to provide refunds for any reason if you are not able to participate in, or complete, the Program.

**Travel Arrangements:** Payment for participation in the Program includes only those activities to be provided within the Program including yoga and meditation sessions and possibly local excursions. Company is not responsible for providing you with transportation to, from the event venue. You are solely responsible for obtaining and paying for air transportation to and from your event location. You are also solely responsible for obtaining any and all necessary documents and identification passports, visas, entry documents, immunizations and/or inoculations, which may be required for you to travel. You are solely responsible for any and all other laws, regulations, orders and/or requirements, as well as any and all fees required to comply with all such requirements. Company cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements and will not provide a refund to you if you fail to do so. In addition to the above, the following is a non-exclusive list of charges which are not included as part of payment for participation in the Program: food, accommodations, gratuities (unless specifically stated to the contrary in the Program itinerary); local tour guides; laundry; telephone; beverages; and food (unless specifically stated to the contrary in the Program itinerary); airport transfers; optional excursions in country; additional activities and excursions purchased separately by you; portage at airports and train stations; travel protection/travel insurance; and all other items of a personal nature.

While Company may, in its discretion, provide you with information on airlines providing service to your event location, transportation within the area, lodgings and/or restaurants, Company makes no guarantee as to the availability of services for any such provider nor as to the quality of service or accommodation from any such provider. All such service providers are independent companies and are not owned, managed or operated by Company and are not affiliated with Company in any way. Your agreement with each such service provider is an agreement between you and said service provider only. Company is not responsible if any airline cancels, reschedules, or delays a flight for any reason and is not responsible if any hotel or other lodging cancels, loses or alters your reservation in any way. No refunds will be provided by Company for any reason, including portions of trips missed due to canceled, rescheduled or delayed flights after airport check-in, nor is Company responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection or if you are unable to stay in the hotel or other lodging you reserved.

If the services included in the retreat cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Company, depending on the circumstance, the Company will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of retreat participants, and any resulting savings will be refunded by the Company to retreat participants. During local or national holidays or special events, peak seasons, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Company cannot be held responsible for any closures, necessary itinerary changes or curtails for any reason. All activities in any itinerary provided are subject to change.

**Participation & Abstinence from Drug Use:** All aspects of the Program are conducted in English and thus, you should be able to read, speak and understand English to participate. You must be at least eighteen (18) years old to participate in the Program. Because the Program is designed principally for those in recovery from substance abuse, including but not limited to, alcohol, pharmaceuticals and/or illicit drugs (collectively, “drugs”), you agree for the purposes of participation of the Program, and not just while participating in one of the Program’s activities, you will not use or be under the influence of drugs. Should you use or be under the influence of drugs while participating in this retreat, for purposes of participating in the Program, Company may exclude you from any and all further activities offered by the Program. Further, for the benefit of other participants in the Program, Company reserves the right, in its sole and absolute discretion, to accept or reject any Program participant and to remove any Program participant whose conduct is deemed incompatible with the interests of the other participants. Company will not refund or cover

any cost or expenses incurred for termination of your participation in the Program due to the use of alcohol or drugs or due to unacceptable behavior.

The Company reserves the right to accept or reject any person as a participant; to expel any participant; to make changes in the itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the participants; and to cancel a Program at any time.

**Health Conditions & Special Accommodations:** The Program involves strenuous physical activity which may include but is not limited to gentle hiking, handling of personal baggage, yoga and meditation; Company does not employ or provide physical exams for its participants, does not employ doctors or other healthcare professionals and cannot adequately assess your physical health or condition to determine whether you can safely participate in the Program. Thus you are solely responsible for consulting with your healthcare provider to determine whether you can participate safely in the Program without affecting your health.

You must report any disability requiring special attention while participating in the Program at the time you make your reservation with the Company.

Further, yoga and meditation exercises require physical activity, which can be quite strenuous. Company is not responsible for any missed Program activities due to a participant's inability to participate in such activities.

**Refunds:** Please note that any request for refunds is subject to these Terms & Conditions; no refund will be made for any reason including unused services, unused group activity tickets, or for voluntary modifications made by the participant.

**Safety:** Please be aware that during your participation in the Program, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. Company will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While Company will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in the Program or other activities, you agree that you will be solely responsible for all risks associated with such care, payment for such care, and agree to defend, indemnify and hold Company harmless regarding any provision of medical care or the adequacy of any care rendered. Company is not responsible for such risks and dangers that may arise beyond its control. Signature of this document indicates you accept these risks and dangers and agree to hold Company harmless for such.

**Indemnity:** Company its employees, directors, officers and shareholders (collectively, "Company") is not liable for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third parties not under its control. You may see Company's name affixed to motor vehicles, on signs around hotels or elsewhere. This use of those names is for reasons of identification and does not denote ownership, supervision, or control by Company in any way. Without limitation Company is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, local ground handler or guide, financial default or insolvency of any supplier which is, to, or does supply any goods or services for this Program. Company is not liable for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default, insolvency or bankruptcy of any third party, attacks by animals, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control. Company reserves the right at its sole discretion to alter the itinerary as it may deem necessary or advisable.

**Dispute Resolution:** You agree that neither the Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under a Travel Protection Plan, or any other person.

Any dispute between the participant and the Company directly or indirectly relating to the Terms & Conditions shall be first submitted to mediation in Los Angeles, California, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be solely and exclusively by binding arbitration according to the then-current JAMS Comprehensive Arbitration Rules and Procedures and such arbitration shall be held at JAMS' offices located in Los Angeles County, California using a single agreed-upon arbitrator on JAMS roster of neutrals. In any such arbitration, the substantive (but not procedural) law of California will apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Arbitration against the Company must be commenced within one year following the date of Program completion. Neither the Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.

No person, other than an authorized representative of the Company by a document in writing, is authorized to vary, add, or waive any term or condition on its website, including any term or condition set forth in the preceding provisions.

The purchase of your spot in the Program with the Company represents and constitutes your acceptance of these terms and conditions and as they may be amended, and you agree to be bound by same.