
TERMS & CONDITIONS

Please carefully read these Terms & Conditions (together with the Reservation Form and Retreat Details attached here, the "Agreement") before booking The Heart of Italy Retreat (the "Retreat") with Lisa Zaloga and Here & Now Yoga LLC (collectively, the "Hosts" or "we").

DEFINED TERMS.

As used herein, the term "you" or "Guests" will mean, individually or collectively, as appropriate, all persons named on the Reservation Form. Any minor children for whom you are the parent, legal guardian or otherwise legally responsible for that are participating in the Retreat shall be named on the Reservation Form and referred to herein as "your child" or "your children," as appropriate.

PRICES

The Retreat includes the services specified in the detailed itinerary available at http://yogacheri.com/uploads/3/5/0/4/35041401/the_heart_of_italy_details.pdf (the "Retreat Details"). Services are sold as a complete package and we will not provide a breakdown of trip component costs or reduce based on your decision not to participate. All costs quoted are based on availability and subject to change. All excursions are included but participation is optional. ***Please read and ensure you understand the Retreat Details prior to booking.***

DEPOSITS & PAYMENTS

A deposit of 50% is required in order reserve your space at the Retreat, \$500 per person of which is non-refundable. After February 1, 2020, the entire 50% deposit is non-refundable. Final payment is due April 1, 2020. Payment may be made via PayPal or personal check to Here & Now Yoga LLC.

CANCELLATION BY THE HOSTS

The Hosts reserve the right to cancel your reservation if your total payment is not received on or before **April 1, 2020** and you will not be eligible for a refund of any amount. The Hosts reserve the right to cancel the Retreat prior to the start of the Retreat for any commercial reason in the Hosts' sole discretion and, in such an event, you will receive a full refund of the amount you remitted to the Hosts, but in no event will the Hosts be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses (as defined below) or claimed damages.

CANCELLATION BY GUEST

All cancellations by you must be in writing and emailed to the Hosts at cheri@cherifandozzi.com. If cancellation takes place on or prior to **February 1, 2020**, any payments made by you will be refunded, except for \$500 of your

deposit per person. If cancellation by you takes place after **February 1, 2020** the entire 50% deposit will be non-refundable. If cancellation by you takes place after **April 1, 2020**, you forfeit the entire amount remitted to the Hosts.

INSURANCE

CANCELLATION AND OTHER TRAVEL-RELATED INSURANCE PACKAGES ARE STRONGLY RECOMMENDED. You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the Retreat with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively "Losses"), either while practicing yoga or participating in any activities or excursions on or off the Retreat property. You will be solely responsible for any Losses related to your failure to procure travel insurance. The Hosts are not responsible for any Losses you incur and/or sustain.

PASSPORTS & VISAS

You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates and/or other required documentation for the countries and jurisdictions you and your children will visit during the Retreat. The Hosts are not responsible if you or your children are denied entry or exit to/from any country or location due to a lack of valid documentation.

VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY.

You acknowledge for yourself and, if applicable, your children that you and they are voluntarily participating in the Retreat with the Hosts, which may include strenuous physical activity including without limitation walking, running, swimming, jumping, yoga, and various other exercises or physical activity ("Physical Activity") on and off of the Retreat property. You acknowledge that you are fully aware of the risks and hazards connected with participation in the Retreat and/or engaging in Physical Activity, which may include the risk of serious injury or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Retreat and to allow, if applicable, your children to participate in such Physical Activities as part of the Retreat.

HEALTH AND FITNESS ELIGIBILITY.

You represent that you and, if applicable, your children are in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Retreat. You further represent that you and, if applicable, your children do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Retreat, including any Physical Activities. You will discuss and address any questions or concerns you may have about your or your children's physical or mental health with the

appropriate health care professional prior to attending the Retreat. If, at any time, you have any doubts about your or your children's physical condition or fitness to participate in any aspect of the Retreat, you (or they) will cease participation in the same and seek appropriate medical attention. **You are hereby advised that the Retreat may take place in remote areas where there is little or no access to traditional medical services or hospital facilities for serious health issues (or your or your children's particular health issues). You are further advised that any medical or evacuation expenses will be your sole responsibility.** As a result, we strongly encourage you to purchase travel insurance with appropriate coverage for your needs. We reserve the right in our sole discretion to refuse your or your children's participation in the Retreat, any Retreat classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. The Hosts also reserve the right to deny participation in the Retreat or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

ASSUMPTION OF RISK

You understand that serious accidents may occur during Physical Activities, including without limitation yoga and Retreat classes, and that participants can sustain fatal and/or serious personal injury. As stated above, the Retreat may take place in a remote location where there is little or no access to traditional medical services or hospital facilities for serious and/or particular health issues. You may also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country of residence. It is your own responsibility to familiarize yourself with all possible relevant travel information in connection with your participation in the Retreat. Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity (including yoga and the Retreat classes) which may include injury, death, property damage, and/or any other kind of Liability (as defined below), whether foreseen or unforeseen, which may occur during your participation in the Retreat. **You acknowledge that your decision to participate (and/or allow your children to participate) in the Retreat is made in full consideration of the foregoing information and that you solely and exclusively assume the risks involved with participating in the Retreat.**

In the event you or your children are injured while participating in any aspect of the Retreat (on or off the Retreat property), you agree to assume all financial obligations for any and all medical costs you incur. **You acknowledge and agree that in no event shall the Hosts and/or any host party of the hosts be liable or responsible for any losses or liabilities arising out of your or your children's participation in the retreat.**

WAIVER OF LIABILITY AND RELEASE.

In consideration for participating in the Retreat, you voluntarily assume full responsibility for and hereby release, waive, discharge, hold harmless, and covenant not to sue the hosts, its officers, members, agents, contractors, employees, volunteers, guides, and other representatives (each a "Host Party" and collectively, the "Host Parties") for any and all claims, demands, actions, causes of action, and/or losses (including but not limited to any exemplary, direct, indirect, incidental, special, consequential, punitive, or other damages, medical expenses, lost wages/income, loss of services, lost profits, property damage, pain, illness, and death) (collectively "Liabilities") whatsoever arising out of or in any way related to your (or your children's) travel to and/or participation in the retreat and/or any activities conducted in connection therewith, regardless of whether such Liabilities are caused by the negligence of any Host Party or otherwise, and regardless of whether such Liability arises in tort, contract, strict liability, or otherwise, even if any host party has been advised of the possibility of such Liabilities, to the fullest extent allowed by applicable law. You have been advised and urged to obtain travel insurance to cover against Liabilities resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other Liabilities associated with travel and your (or your children's) participation in the Retreat. You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Host Parties for reimbursement for any Liabilities suffered or occurring during your (or your children's) travel and/or participation in the Retreat.

INDEMNITY

You further hereby agree to indemnify and hold harmless the Host Parties from any and all Liabilities (including without limitation court costs and attorneys' fees) that one or more of the Host Parties may incur as a result of your (or your children's) participation in the retreat, whether caused by the negligence of any Host Party or otherwise (but excluding any gross negligence or willful misconduct of a host party), to the fullest extent allowed by applicable law.

BINDING EFFECT.

It is your express intent that this Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue any of the Host Parties.

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between you and the Hosts, and supersedes any prior agreement, regarding the subject matter herein. You acknowledge

and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Hosts Party.

FORCE MAJEURE.

If Host is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of the Hosts' reasonable control, **the Hosts will be under no liability whatsoever to you and may, at the Host's discretion by written notice to you, either cancel the Retreat pursuant to the Section above entitled "Cancellation by Host" above or take any other reasonable action.**

MISCELLANEOUS.

You hereby agree that any dispute which may arise between the parties hereto based upon, arising out of, related to or in connection with this Agreement (whether in contract, tort or statute) shall be adjudicated before a court located in New York, New York and you hereby submit to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York, New York with respect to any action or legal proceeding commenced by you, and irrevocably waive any objection you now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement.

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any

claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of New York, including its statutes of limitations, without giving effect to the conflict of laws principles thereof.

You acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.

If any portion(s) of this document is/are held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, such portion(s) shall be interpreted and/or reformed without further action of the parties hereto to render them valid and enforceable when applied to the facts at issue and the lawfulness, validity, and enforceability of such provision(s) as applied to any other facts, and the lawfulness, validity, or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

The failure or delay by the Hosts to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.

The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein.