



## Terms and Conditions AGREEMENT

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Please carefully read all the terms and conditions of this contract detailed below before purchasing a Malaika Yoga Retreat or Teacher Training with Malaika Yoga/ Mind. Body. Joy YTT, LLC. For and in consideration for being permitted to participate in the Retreat and/or teacher training you have selected with Company (the “Retreat” and/or “Teacher training”), you (the undersigned) agree to accept and be bound by the terms and conditions set forth herein.

#### 1 RETREAT/TEACHER TRAINING DETAILS.

Retreat or Teacher Training details for the Retreat or Teacher Training product in your cart, such as information about the destination, accommodations, departure and return dates, any included meals, any included transportation, included classes (“Retreat Classes“), and payment details and due dates can be found on the Company’s website ([www.malaikayoga.com](http://www.malaikayoga.com)) (the “Website“).

PLEASE READ AND ENSURE YOU UNDERSTAND THE RETREAT AND/OR TEACHER TRAINING DETAILS AND POLICIES DETAILED HEREIN PRIOR TO CHECKING OUT.

#### 2 REGISTRATION.

To reserve a spot for the Retreat or Teacher Training, you must add the product corresponding to the Retreat or Teacher Training of your choice to your cart and follow the checkout instructions on the Website to submit your information and non-refundable deposit specified on the Website for the Retreat/Teacher Training (the “Deposit”) (collectively, the “Registration Materials”). However, if your Registration Materials are submitted after the due date for the Deposit specified on the Website, then the total amount for the Retreat/Teacher Training specified on the Website (the “Total Payment”) must be paid to reserve your spot. You will NOT have a reserved spot for the Retreat or Teacher Training if you fail to provide all of the Registration Materials.

#### 3 CONFIRMATION AND ITINERARY SUBJECT TO MODIFICATION.

After Company receives your Registration Materials, you will receive a confirmation email. Please contact us if you do not receive a confirmation email within five (5) business days of submitting your Registration Materials. Thereafter, we may send you, and you consent to receive, correspondence related to the Retreat or Teacher Training and the Company, including the itinerary for the Retreat or Teacher Training. Such itinerary is subject to change and Company expressly reserves the right to modify the itinerary at any time due to availability of third party vendors, weather conditions, local conditions, or other circumstances out of our control (see also Section 9 below).

#### 4 ACCOMMODATION AND MEALS

You acknowledge that Company is not responsible for any issues, changes or modifications to the accommodation at our chosen location during the duration of the Retreat or Teacher Training. You acknowledge that you stay at our chosen location at your own risk. You acknowledge that you eat the food catered by the accommodation provider and do not hold Company or Company parties responsible for any losses incurred by you from as a result of illness in relation to any allergy, intolerance, special dietary requirement and/or sensitivity. You must disclose any allergies, intolerances, special dietary requirements and/or sensitivities to food to Company at the time of booking. Whilst all care will be taken during the preparation of food in accordance with any allergies, intolerances, special dietary requirements and/or sensitivities, you will not hold the Company or Company parties liable for any losses, illnesses or sicknesses incurred by you during the Retreat or Teacher Training as a result of any allergies, intolerance, special dietary requirements and/or sensitivities.

#### 5 PAYMENT TERMS.

**Total Payment.** The Total Payment is due in full ninety (90) days prior to the departure date of the Retreat or Teacher Training specified on the Website (the "Payment Due Date"). If company does not receive your total payment on or before the payment due date, company may cancel your reservation without notice.

**Deposit.** Your Deposit is non-refundable. You may request to have your deposit applied to another participant's registration for the same Retreat or Teacher Training prior to the Payment Due Date. Your deposit may NOT be transferred to another participant's registration for a different Retreat or Teacher Training.

In order to receive early-bird pricing that may be advertised on the website at any given time, your deposit and total payment must be received on or before the final date of the early bird period as advertised on the website at that time.

All pricing, unless otherwise specified, is in US Dollars. Any charges incurred from foreign currency conversion or transactions are your sole responsibility and you will not hold Company liable for any such charges.

You may be charged a fee for paying by credit card. This surcharge is in accordance with the Competition and Consumer Act and is in the amount equal to that charged by our financial provider in order to process the payment. The appropriate rates are published under the terms and conditions tab of our website.

#### 6 AIRFARES, TRANSFERS, PASSPORT, VISA AND RELATED ITEMS.

You are responsible for purchasing, booking and confirming airfares for travel to and from the Retreat or Teacher Training. Company bears no responsibility for cancelled or delayed flights or any associated losses to you as a result including delayed arrival to any country or location in order to attend the Experience or Teacher Training. You are responsible for ensuring your timely arrival to the country or location of the Retreat or Teacher Training. You are responsible for purchasing your own transfer to and from the airport at both your point of departure and at the country or location of your Experience or Teacher Training. You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, and/or other required documentation ("Documentation") for the countries, jurisdictions, parks, areas, etc. you will visit during the Retreat/Experience. Company is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.

## 7 TRAVEL INSURANCE.

We strongly recommend the purchase of travel insurance for the Retreat or Teacher Training. 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 or Teacher Training 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"). You will be solely responsible for any Losses related to your failure to procure travel insurance. Company is not responsible for any Losses you incur and/or sustain.

## 8 WEATHER

Company bears no responsibility for any losses caused by inclement weather including but not limited to tsunamis, cyclones, volcanic ash clouds or any other natural phenomena that may impact the Retreat or Teacher Training or that may impact your travel to and from the country or location of the Retreat or Experience in any way. Company will not provide any refunds, discounts or credits for late arrival or early departure from the Retreat or Training due to weather, delays, commitments or for any other reason.

## 9 CHANGES OR CANCELLATION.

Changes. Company reserves the right to make changes to any and all aspects of Retreat/Teacher Training (which may include without limitation changes to the types and/or timing of activities available during the Retreat/Teacher Training, items and/or services included with the Retreat/Teacher Training, the itinerary, and/or the nature of the Retreat/Teacher Training Classes) if, in Company's sole discretion, Company deems it necessary to do so due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Retreat/Teacher Training or any portion of the Retreat/Teacher Training, or for any other reason considered commercially necessary by Company. You will not be eligible for any refunds of any amounts based on any such changes to the Retreat/Teacher Training.

### 2. Cancellations and Rescheduling.

a By Company. Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts.

Company further reserves the right to reschedule the Retreat/Teacher Training prior to the Departure Date for any reason, including but not limited to insufficient number of registrants, any other commercial reason in Company's sole discretion, or due to a natural disaster, illness, civil unrest or any other unforeseen circumstance out of the company's control. In such event you are able to transfer the entire amount you remitted to Company, excluding the deposit, to another Retreat or Teacher Training within 24 months. It then remains in Company's sole discretion as to whether the deposit may be refunded or transferred. In no event will Company be responsible for any amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

b By You. All cancellations by you must be in writing and emailed to Company at the contact email address specified on the Website. If cancellation takes place prior to the Payment Due Date, any payments made by you will be refunded, except your non-refundable Deposit. If cancellation takes place after Payment Due Date, you forfeit the entire amount remitted to Company.

c Effect of Changes or Cancellation. In the event of any change or cancellation under this Section 9, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in Sections 9(2)(a) and 9(2)(b)) and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.

#### 10 PHOTOS, VIDEO, OTHER MEDIA RELEASE.

By and in consideration for being permitted to participate in the Retreat/Teacher Training, you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Retreat/Experience (by Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.

#### 11 VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY.

You acknowledge that you are voluntarily participating in the Retreat/Teacher Training with Company, which may include strenuous physical activity including without limitation walking, running, hiking, dancing, climbing, swimming, jumping, yoga, plyometrics, Retreat Classes, and various other exercises or physical activity ("Physical Activity"). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Retreat/Teacher Training and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Retreat/Teacher Training.

## 12 HEALTH AND FITNESS ELIGIBILITY.

You represent that you are over the age of eighteen (18) and are healthy, in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Retreat/Teacher Training. You further represent that you 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 have consulted with your physician and your physician has authorized you to participate in the Retreat, including any Physical Activities. You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to the Departure Date. Documentation from your physician confirming your clearance to participate in the Retreat/Experience can be provided upon request. If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Retreat/Teacher Training, you will cease participation in the same and seek appropriate medical attention.

You are hereby advised that the Retreat/Teacher Training 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 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 participation in the Retreat/Teacher Training, any Retreat Classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Retreat/Teacher Training or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

## 13 ASSUMPTION OF RISK.

You understand that serious accidents may occur during Physical Activities, including without limitation yoga and Retreat/Teacher Training Classes, and that participants can sustain fatal and/or serious personal injury. As stated above, the Retreat/Teacher Training 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/Teacher Training. 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 Retreat Classes) which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during your participation in the Retreat/Teacher Training. You acknowledge that your decision to participate in the Retreat/Teacher Training 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 no event will company be liable for any liabilities arising from or in connection with your participation in the Retreat/Teacher Training.

#### 14 INJURY.

In the event you are injured while participating in the Retreat, you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that in no event shall company and/or any company party be liable or responsible for any losses or liabilities arising out of your participation in the Retreat/Teacher Training.

#### 15 WAIVER OF LIABILITY AND RELEASE.

In consideration for participating in the Retreat, you voluntarily assume full responsibility for and hereby release, waive, discharge, do not hold liable, and covenant not to sue company, its officers, members, agents, contractors, employees, volunteers, guides, and other representatives (each a "company party" and collectively, the "company 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 travel to and/or participation in the Retreat and/or Teacher Training and/or any activities conducted in connection therewith, regardless of whether such liabilities are caused by the negligence of any company party or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, even if any company party has been advised of the possibility of such liabilities, to the fullest extent.

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 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 Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Retreat.

#### 16 INDEMNITY.

You further hereby agree to indemnify and to not hold liable the company parties for any and all liabilities (including without limitation court costs and attorneys' fees) that one or more of the company parties may incur as a result of your participation in the Retreat, whether caused by the negligence of any company party or otherwise (but excluding any gross negligence or willful misconduct of a company party), to the fullest extent allowed by applicable law.

#### 17 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 Company Parties.

#### 18 GENERAL.

Entire Agreement. This Agreement constitutes the entire agreement between you and Company, 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 Company Party.

Force Majeure. If Company 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 Company's reasonable control, company will be under no liability whatsoever to you and may, at company's sole discretion, by written notice to you, either cancel the Retreat/Teacher Training pursuant to section 9 or take any other reasonable action.

Interpretation. 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.

Severability. Any provision in this contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision in any other jurisdiction.

Waiver. The failure or delay by Company 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.

Headings. 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.

#### 19. PARTICIPANT ACKNOWLEDGEMENT

I have been examined by a Licensed Medical Practitioner ("Practitioner") within the past six months and have been found by such Practitioner able to perform all vigorous stretching and Yoga and/or Movement Practices, which I am to perform during my Retreat or Experience with Company.

I will follow all instructions given to me by Company, its Coaches and any Guest Coaches or affiliates at the Retreat or Teacher Training as to when, where and how to perform and not to perform the Yoga and/or Movement Practices.

I agree and acknowledge that participation in any Retreat or Teacher Training could constitute a risk of serious injury to myself, including permanent paralysis or death. I voluntarily and knowingly recognize, accept and assume this risk a warrant that I am physically fit and able to perform the physical activities at the Retreat or Teacher Training, including but not limited to Yoga and/or Movement Practices without risking serious injury, including permanent paralysis or death.

I acknowledge that neither Company, its Owners, Coaches or Employees shall be nor be deemed to be responsible or liable (whether in contract or in tort or under any statute whatsoever), for any injury, illness or other mishap I sustain arising from or out of, or in any way directly or indirectly connected with the Retreat or Teacher Training.

I understand and acknowledge that I am to receive instruction in Yoga and/or Movement practices and theory only. Company, its Owners, Coaches or Employees are not liable for, nor expected to provide any advice, training or medical assistance other than in the form of the Yoga and/or Movement Practices.

I indemnify and will at all times hereafter keep fully indemnified Company, its Owners, Coaches, Representatives or Employees from and against all actions, suits, causes of action, proceedings, claims, costs and expenses whatsoever which may be taken or made against

Company, its owners, Coaches, representatives or Employees in connection with or arising out of any such injury, illness or mishap to me.

In the event that I am pregnant, I will not attend a Retreat or Teacher Training until I have discussed the potential risks to me or my unborn child/foetus with my physician. I agree that I will follow my physician's recommendations and on behalf of myself, my heirs, spouse or other interested party do not hold Company, its owners, coaches or employees liable for any possible injury to myself or my unborn child/foetus.

The deposit paid by me at the time of booking a Retreat or Teacher Training to Company is non-refundable. Company may in its sole discretion grant refunds to me without prejudicing any of its rights.

I understand that if my behavior is disruptive to other participants and Company that Company may, in their discretion, dismiss me from further participation in the Retreat or Teacher Training.

I understand that if I am dismissed from the Retreat or Teacher Training as outlined in 19(9) any refund of payment is at the sole discretion of Company.

## 20 CHANGES IN TERMS

You acknowledge that Company may at any time and for any reason change, alter, remove or add terms to this agreement without a requirement for your consent. If any such terms are changed, altered, removed or added the Company will notify and provide you with an updated copy of such terms. Any change, alteration, removal or addition of terms will not apply retrospectively, unless expressly stated in the term. You are not eligible for any refund, discount or credit should the change, alteration, removal or addition of a term cause you any loss, damage or inconvenience.

21 YOU ARE AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THE EXPERIENCE OR RETREAT, AND ACKNOWLEDGE THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LIABILITY, WHICH CREATES A CONTRACT BETWEEN YOU AND COMPANY. BY YOUR SIGNATURE BELOW, IT IS YOUR INTENTION TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ANY OTHER LIABILITY UPON YOURSELF, TO THE EXCLUSION OF COMPANY AND ALL COMPANY PARTIES, AND TO EXEMPT COMPANY AND ALL COMPANY PARTIES FROM LIABILITY FOR, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR ANY OTHER LIABILITIES.