

RETREAT TERMS AND CONDITIONS

1. Definitions

The following terms have a specific meaning:

'we', 'us' and 'our' refers to PYFW services.

'you' or 'your' refers to you, on behalf of yourself and your guests or party, collectively, the client, guest or party, potential or actual,

'website' refers to poweryogafw.com.

'product' refers to the program offered to the client

'program' refers to the product and includes the activities offered to the client

'price' refers to the price payable for the product offered

'deposit' refers to a percentage of the price, to be paid to secure a product booking

'balance' refers to the balance to be paid to purchase the secured product booking

'booking' refers to the client's booking of the product and the act of purchasing the product

'non-refundable' refers to a sum of money paid not returnable in any circumstances

'administration fee' refers to a fee charged to cover costs incurred during the booking process

'cancellation' refers to not attending the product booked, including postponing or rescheduling it

'property' refers to the property where the program is held

2. Prices and Price Changes

Prices listed are \$USD, "starting at" prices per person unless otherwise stated. Upon completing one of the online Enquiry forms, sending an email or contacting us via phone, a representative of PYFW will contact you to confirm the exact prices.

Unless otherwise specified, not included as part of the services we offer are any applicable foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger facility charges and

international transportation tax. In addition, tips/gratuities to staff, passports, visa fees, baggage and personal insurance, transport from and to airport or train station, beverages and food not listed under inclusions in the course product and all other items of a personal nature are also not included. You should retain sufficient local currency to pay for all of the above items.

We reserve the right to amend prices at any time before you have completed the payment of your product. After payment has been completed, the price of your product is confirmed and we will not apply any surcharges unless you make the change to your arrangements after booking.

3. Payment

To secure a retreat booking you will be required to pay a deposit. If the booking is cancelled, the deposit is non-refundable.

We accept Credit/Debit and Bank Transfer payments. For Credit/Debit Card payments a service fee of 3% applies for processing the payments.

Please note that all payments taken on debit or credit card will be taken in \$USD and so, if you are a client whose payment card is not denominated in \$USD, you should be aware that your card issuer will calculate the final chargeable amount at their preferred choice of exchange rate applicable on the day.

If you wish to use a different method of payment, please contact poweryogafw@gmail.com and we will be happy to assist.

4. Booking Confirmation

Upon receipt of your payments via the methods stated in (3), you will receive:

1. An email confirming your deposit payment from us within 24 hours.
2. An email outlining details of the booked program will follow.

Please check the confirmations carefully to make sure that all your booking details are correct. Contact us if your confirmation appears to be incorrect or incomplete and we will endeavor to make the necessary changes. We reserve the right to make changes to and correct errors after bookings have been confirmed. PYFW is unable to accept liability for any errors and omissions that are not highlighted to us prior to arrival, and the client remains responsible for any additional costs or changes that occur as a result.

5. Changes made by you after booking but before the training/workshop/retreat starts

Should you request a change to your booking before travel, the prices applying to the new booking will be those prices applicable on the day the new booking is made following the requested amendment.

To amend your booking, please email poweryogafw@gmail.com and we will be happy to help.

6. Changes made by you after the retreat starts

No refunds are available once a program has commenced, or in respect of any other product or activity booked or utilized.

7. Refunds Policy Retreats

Due to the financial liabilities that come with hosting a retreat, no exceptions (such as family emergencies, illnesses or work related issues) to following rules can be made:

You can cancel your participation and request a refund 90 days prior to the retreat start date. In that case, you will receive a full refund minus the deposit.

If you decide to cancel less than 90 days prior to the retreat, you cannot get a refund and you will lose your credit.

For any cancellations related to the global pandemic, we highly advise purchasing travel insurance to avoid any financial risks due to flight cancellations, COVID infection, etc. We are not liable for any cost incurred due to force majeure. Please check the travel restrictions and entry requirements to the retreat venue from your country of origin to prepare yourself for the trip.

8. Our liability to you

PYFW accepts no responsibility or liability whatsoever for any misadventure, casualty or any other force majeure or causes beyond its control. A circumstance beyond our control is one that cannot be foreseen or avoided, even after taking all due care and includes, but is not limited to, war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure flying rights, natural and nuclear disaster, fire, epidemics, health risks and pandemics and unavoidable and unforeseeable technical problems with transport, reasons beyond our control, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

If you have any complaints, concerning any services provided by PYFW you must inform us in writing by email within 28 days of your departure date from the retreat.

9. Circumstances beyond our control

No responsibility or compensation of any kind can be taken where:

9.1. We are constrained to make a significant change to your program or cancel your booking due to a circumstance beyond Power Yoga Fort Wayne's control, or you suffer any loss or damage of any description. A circumstance beyond our control is one that cannot be foreseen or avoided, even after taking all due care and includes, but is not limited to, war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure flying rights, natural and nuclear disaster, fire, epidemics, health risks and pandemics and unavoidable and unforeseeable technical problems with transport

reasons beyond our control, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events;

9.2. We are constrained to cancel your retreat booking because the minimum numbers of participants required have not been reached, in this case you will get a full refund for your booking but we will not be responsible for any of your travel costs.

9.3. We cancel your booking as a result of your failure to comply with any of the requirements of these booking conditions entitling us to cancel;

9.4. Where the change or cancellation by us arises out of alterations to the confirmed booking request by you.

10. Travel insurance

It is essential and a condition of our contract with you that you and all members of your party have suitable and comprehensive travel insurance to cover you before, during and after your trip as PYFW can be held responsible for any costs incurred by you before, during or after your trip as a consequence of inappropriate or insufficient travel insurance being purchased.

Due to our strict Cancellation Policy and your risk of loss of deposit and all other amounts paid, we strongly recommend that you purchase travel insurance to provide you with coverage for cancellations for any reason, injuries, lost luggage, force majeure, frustration of its purpose, impracticability or impossibility of performance, economic hardship or loss, and any other events that may affect the booking.

You can buy your travel insurance from any insurance provider of your choice.

The decision whether to purchase travel insurance is in your sole and absolute discretion, and you acknowledge, accept and agree that:

10.1. Your purchase of travel insurance is your sole and exclusive remedy to recover your non-refundable deposit and other payments to Power Yoga

Fort Wayne.

10.2. You fully accept all of the foregoing risks of loss even if caused by a force majeure, or if you are unable to perform for any reason, or if your stay or use of the property or any activities or other portions of the booking or your purposes or primary purpose for the booking are frustrated or rendered impossible, impracticable, difficult, costly or results in any economic hardship or losses.

You acknowledge that in some instances PYFW may require you to purchase travel insurance as a condition of the confirmation of a retreat booking, and in such instances we will notify you at the time of booking of such requirements and we will have the right to refuse a booking or revoke a booking in the event of such non-compliance.

Even in the instance that we do not ask you to show material proof of insurance, you and your party are 100% responsible for being fully covered.

For more information please contact the Insurance provider you are looking to purchase with.

Please note that for sports and wellbeing holidays that involve any physical activity whatsoever, we may insist that you provide us with a copy of the insurance policy before you partake in any of those activities. If you fail to do so, PYFW reserve the right to cancel your retreat booking without compensation or refund. Even in the instance that we do not ask you to show material proof of insurance, you and your party are 100% responsible for being fully covered.

11. Health and safety

11.1. The health and safety standards that apply to the services provided under this contract should meet the local standards applicable to the booked destinations, and PYFW monitors that local standards have been met. We are following the WHO recommendations in relations to COVID-19 containment.

11.2. During our retreats we practice Breathwork. In consideration of being permitted to participate in any related events or activities with PYFW (hereinafter collectively "the Activities"), you should acknowledge,

understand, and agree to the following:

a. Breathwork can result in intense physical and emotional release. Therefore, it is not advised for persons with a history of cardiovascular disease, including angina or heart attack, high blood pressure, use of a pacemaker, glaucoma, retinal detachment, osteoporosis, significant recent physical injuries or surgery.

b. Breathwork is not advised for persons with mental illness or seizure disorders or for persons using major medications. It is also unsuitable for anyone with a personal or family history of aneurysms. Pregnant women are advised against practicing Breathwork without first consulting and getting approval from their primary care physician. Persons with asthma should bring their inhaler and consult with their primary care physician and the Breathwork class facilitator. This work is deeply experiential. It may involve intense and energetic emotional release. Breathwork is not advised for persons who are under the influence of alcohol or drugs.

c. You agree to comply with the stated and customary guidance and norms of participation in the Activities. If, however, you observe any unusual hazard during your presence or participation, you will immediately remove yourself from participation in the Activities and bring such to the attention of the nearest official forthwith.

d. You know, understand and acknowledge that PYFW and anyone hosting a retreat with us are NOT physicians, psychologists, therapists, or healthcare professionals, and the Activities being offered are NOT intended to treat or diagnose, and does NOT include treatment for or diagnosis of, any illnesses, disease or disorders, whether physical, mental, psychological or emotional.

e. You fully understand and acknowledge that if you were not in such good health, you would not be permitted to partake in the Activities.

f. If you are pregnant or become pregnant or are post-natal, you will not participate in the Activities without first discussing the risks with your

doctor and you will only participate in the Activities if you have your doctor's full approval.

12. Special requests and medical problems

If you have any special requests or dietary requirements, you must advise us at the time of booking. We cannot guarantee that these will be accommodated, it is suggested that any requirements be highlighted upon arrival. Although we will endeavor to meet any such requests we regret we cannot guarantee to do so.

It is your responsibility to notify PYFW of any relevant and / or existing medical conditions before booking that may make you unsuitable to participate and/or impact on your participation in the booked product.

As we practice Breathwork method during retreats please note that it is not advised for persons with a history of cardiovascular disease, including angina or heart attack, high blood pressure, use of a pacemaker, glaucoma, retinal detachment, osteoporosis, significant recent physical injuries or surgery.

Breathwork is not advised for individuals with mental illness or seizure disorders or for persons using major medications. It is also unsuitable for anyone with a personal or family history of aneurysms. Pregnant women are advised against practicing Breathwork without first consulting and getting approval from their primary care physician. Persons with asthma should bring their inhaler and consult with their primary care physician and the Breathwork class facilitator.

You must also inform a representative at the property before commencing any activity or treatments of any medical conditions likely to affect it.

No refunds of any nature will be provided in the instance an activity must be cancelled in consideration for your health and safety and as always, we advise purchasing travel insurance to cover each holiday.

13. Passports/Visas and health requirements

Regardless of the passport you hold, it is your responsibility to check with the appropriate consulates to determine if any visas are required. As visa and health requirements for each Country are subject to change without notice, it is recommended that verification prior to travel be made of existing foreign visa and health requirements. We will have no liability to you if you or your party travel without the correct passport or visa or health requirement and you will have to pay to us any costs we incur through assisting you. Should you not have the correct visa to commence the booked product; it will be considered a no shown by you.

14. Your behavior

Throughout your booking with PYFW you accept full liability for any damage or loss caused by you or any of your guests.

We have no liability for consequential loss or expenses suffered caused by you or your party to the supplier's property (retreat's venue). This includes but is not limited to loss of anticipated earnings, profits, goodwill, reputation, business receipts or contracts, losses or expenses, resulting in third party claims.

15. Your responsibility

Please note you are responsible for your and your party's actions. If we believe your actions or those of your party could cause danger, upset or annoyance to other customers, guests or staff, we may terminate your booked arrangements immediately. In this event, we cannot pay compensation, make refunds or pay any expenses you suffer as a result.

16. Information accuracy

PYFW have taken all care to ensure published information and prices are accurate; however if we identify an error or omission following publication, we will inform you before confirming your booking. The revised information will then form part of your booking. If an error or omission is discovered after your booking is made, we will always try to advise you prior to your visit. Whilst very rare, in recognition that human error may arise with regards to the verbal information provided to you, these booking conditions will always take precedence in these instances.

17. Activities and treatment times

PYFW reserves the right to alter confirmed times of activities and on occasions, this can occur without prior notice to the client or PYFW. If we amend the time of an activity due to inclement weather or other circumstance, we will do our best to reorganize the program schedule or offer a comparable activity.

18. Additional booking Information

All bookings will be subject to the property's own Terms & Conditions whilst in retreat.

Bookings that include dining as part of the program are subject to restricted menu options or a specific spend allowance.

19. If you have a complaint

If you have cause for complaint whilst on your course, this must be brought to the attention of Power Yoga Fort Wayne immediately so that action can be taken to remedy the problem. Failure to report your complaint in this way may jeopardize any claim you subsequently make. Complaints must also be notified in writing by emailing studio email poweryogafw@gmail.com within 28 days of the end of the retreat.

20. Collection and use of your personal information

Personal information is collected when you contact us about a purchase either via , by email, phone, message or make a booking of a product. We may also collect personal information from you from any online registrations including but not limited to our social media pages, subscriptions, newsletters, surveys or competitions etc. Your personal information will never be collected via any channels without your expressed consent.

The user must freely and voluntarily provide the personal data that will be required for registration, which will be treated in accordance with the provisions of current regulations on data protection.

We use your personal information to enable us to provide you with the information you request about our products, to fulfil your bookings, to confirm your purchases and to ensure you are correctly billed.

We do not share your personal information with third-party organizations who are not involved in fulfilling the purchases you have made from us or as described above, nor do we collaborate with, or have relationships with, any businesses, which serve ads on websites.

To confirm your spot immediately, a \$500 non-refundable deposit per person is required.

The full payment is due one month prior to the retreat start date.

To make a payment and reserve your spot, please contact Leslie Williams:

Phone: (260) 602-7303

Email: williams3104@gmail.com

For questions, contact our team:

Sarah Evans (260)466-2979 /sevans2979@gmail.com

Leslie Williams (260) 602-7303 /williams3104@gmail.com

Rachel Wender (832) 687-6844 /rrwender@gmail.com