

TREE OF INDIA, LLC

RETREAT AGREEMENT AND RELEASE OF LIABILITY

This is a binding legal contract between you ("Participant") and Tree of India, LLC ("Tree of India" or "Organizer"). This contract concerns the following retreat:

Costa Rica Yoga Retreat: Living on Purpose

April 26 – May 1, 2027

(hereinafter referred to as "the Retreat").

1. PARTICIPANT INFORMATION

Name:

Age:

Telephone:

Email:

Street address, City, State, Zip Code:

Citizenship(s):

Passport number, issuing country, and expiration date:

Emergency Contact Information

Name:

Relationship:

Telephone:

Email:

Street address, City, State, Zip Code:

2. HEALTH INFORMATION REGARDING PARTICIPANT

Do you have any physical, mental, or other conditions that may interfere with your ability to participate safely in the Retreat or in the yoga and meditation practices we will do there, e.g., pregnancy, diabetes, anemia, knee problems, back pain, asthma, hearing or vision impairment, heart condition, limitations in mobility, medication, PTSD, claustrophobia, food allergies or sensitivities, etc.?

____ Yes ____ No

Please explain:

3. DEFINITIONS AND RULES OF CONSTRUCTION

The following definitions shall apply to this Agreement:

- a.** The term “Agreement” shall refer to this Agreement, in its entirety.
- b.** The term “Yoga” shall refer to the following activities: yoga postures, breathing exercises, chanting of mantras, and meditation.
- c.** The term “Retreat” shall refer to the retreat named above. The Retreat will include a variety of activities involving Yoga and sightseeing.
- d.** The term “Destination Country” shall refer to the country in which the Retreat is located.
- e.** The term “Participant” shall refer to the student and traveler who wishes to take part in the Retreat.
- f.** The term “Organizer” shall refer solely to Tree of India, LLC, including any yoga instructors, employees, independent contractors, guides, representatives, or other persons engaged or authorized by Tree of India, LLC to assist with or provide services in connection with the Retreat.

The following rules of construction shall apply to this Agreement unless construction in accordance with a rule would produce a result inconsistent with the manifest intent of the document:

- g.** Use of a singular word includes the plural, and vice versa.
- h.** Use of a gendered word shall include all genders.
- i.** The titles of the paragraphs in this Agreement are for reference purposes only and shall not be used in the interpretation of the provisions to which they relate.

4. EFFECTIVE DATE

This Agreement shall take effect immediately upon execution by the parties. It shall remain in effect unless amended or revoked in writing as set forth herein.

5. DEPOSIT

To reserve a space at the Retreat, Participant must review and sign this Agreement and return it to Organizer with a deposit equal to 50% of the total retreat cost ("Deposit"). The Deposit will be applied toward the total cost of the Retreat, as set forth in Paragraph 6.

All payments must be made in U.S. Dollars ("USD") and may be made by personal check or cashier's check payable to Tree of India, LLC. Participant may also request to pay by ACH bank transfer or credit card through an invoice issued by Tree of India, LLC. ACH and credit card payments are subject to the applicable processing fee, which will be disclosed to Participant before payment.

Payment of the Deposit and submission of this signed Agreement constitutes Participant's acceptance of all terms and conditions of this Agreement, including, but not limited to, the cancellation and refund policies. If Participant has already paid the Deposit or any other portion of the Retreat cost before signing this Agreement, such payment constitutes acceptance of the terms of this Agreement.

6. COST OF RETREAT

- a.** The cost of the Retreat is \$ _____ for the room and occupancy selected by Participant.

Room/Occupancy Selected:

Retreat Cost:

\$ _____

Deposit Due:

\$ _____

Remaining Balance:

\$ _____

Room assignments are made on a first come, first served basis and are subject to availability.

b. The retreat fee includes the following:

- Five nights at El Nido Uvita, with exclusive use of the retreat center.
- Daily yoga practices, including a combination of energizing and restorative practices. Yoga mats, blocks, and straps will be provided.
- Fresh, chef-prepared vegetarian meals, including a light morning offering, brunch, and dinner each day. Meals will feature locally sourced ingredients and the flavors of Costa Rica. Reasonable dietary accommodations will be made whenever possible.
- Group transportation between San José International Airport (SJO) and El Nido Uvita on the scheduled group transfer dates.
- One 90-minute sound bath session.
- Use of the pool, yoga space, and shared areas at El Nido throughout the Retreat.
- Planned group outings and transportation, including visits to the Uvita farmers market and waterfall, and Nauyaca Falls. Transportation and applicable waterfall entrance fees for the planned group outings are included.
- \$60 per participant toward gratuities for the El Nido staff and chefs.

c. The flat fee set forth above does not include the following:

- Airfare to and from San José International Airport (SJO) in Costa Rica.
- Accommodation in San José the night before the Retreat. Participants are responsible for arranging and paying for their own accommodation. Preferred pricing is available at the Hampton Inn near the airport, and Organizer will provide information upon request.
- Optional massages, spa treatments, and additional outings. These experiences are available at an additional cost and are not included in the Retreat fee.

- Food and beverages purchased off site. Packed lunches prepared by El Nido are included for planned outings when specified in the Retreat itinerary. Food and beverages purchased at restaurants or other locations, including meals associated with optional outings, are not included in the Retreat fee.
 - Additional gratuities. Gratuities for the El Nido staff and chefs are included as specified above. Additional tips for drivers, guides, or other services are the responsibility of Participant.
 - Travel Insurance. Travel insurance is required for participation in the Retreat. Participants are responsible for purchasing their own travel insurance. Organizer recommends selecting a policy that includes coverage for trip cancellation and interruption, emergency medical care, emergency medical evacuation, and protection for nonrefundable retreat and travel expenses. Participant may purchase coverage from any provider. Two providers Participant may wish to explore are World Nomads and Allianz Travel Insurance. Participant is responsible for reviewing the policy carefully to ensure that it provides adequate coverage for their individual needs and circumstances.
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7. PAYMENT

The remaining balance of the Retreat cost is due no later than **February 1, 2027**. Participant may make payments toward the remaining balance at any time prior to the balance due date.

All payments are subject to the cancellation and refund policies set forth in Paragraph 10 of this Agreement. Payment of the remaining balance confirms Participant's intention to participate in the Retreat and does not alter the cancellation or refund policies contained in this Agreement.

8. TRAVEL TO DESTINATION COUNTRY

Organizer does not arrange or provide Participant's airfare or other transportation to Costa Rica. Participant is responsible for securing and paying for airline or other transportation to San José International Airport (SJO), as well as any other personal travel arrangements before or after the Retreat.

Organizer is not responsible or liable for delays, cancellations, missed connections, lost luggage, or other issues relating to Participant's transportation to or from Costa Rica.

9. HEALTH, SAFETY, AND PARTICIPATION REQUIREMENTS

a. Participant represents that they are physically and emotionally able to participate safely in the Retreat and its activities, including yoga practices, walking, hiking, swimming, and other recreational activities that may be offered as part of the Retreat.

Participant agrees to participate in the Retreat in a respectful and responsible manner and to follow reasonable instructions provided by Organizer, retreat staff, guides, and other service providers.

b. Participant is encouraged to consult with a physician or other appropriate healthcare professional regarding their ability to safely participate in the Retreat and its activities. Participant is responsible for informing Organizer of any medical conditions, injuries, physical limitations, food allergies, dietary restrictions, or other circumstances that may affect their ability to participate safely.

Participant understands that yoga and other physical activities involve inherent risks, and that they are responsible for making appropriate choices regarding their own participation.

c. Participant is responsible for complying with all applicable entry, vaccination, health, immigration, and other requirements established by Costa Rica or any other applicable governmental authority at the time of travel.

d. Organizer reserves the right to accept or decline an applicant's participation in the Retreat and to ask a Participant to leave the Retreat if Participant engages in disruptive, unsafe, abusive, threatening, or otherwise inappropriate conduct, or violates the terms of this Agreement.

e. Organizer does not discriminate on the basis of race, color, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, marital or parental status, or any other category protected by applicable law.

f. By providing emergency contact information in Paragraph 1, Participant authorizes Organizer to contact the designated emergency contact if Organizer reasonably believes that an emergency has occurred involving Participant during the Retreat.

10. CANCELLATION BY PARTICIPANT

Due to the complexity of planning an international retreat and the commitments made by Organizer on behalf of the Retreat, refunds are available only as set forth in this Paragraph.

- a. If Participant wishes to cancel their participation in the Retreat, Participant must notify Organizer by email at oxcomyoga@gmail.com. Cancellation shall take effect on the date Organizer receives the cancellation notice.
 - b. If Organizer receives Participant's cancellation notice on or before **January 1, 2027**, all payments made by Participant will be fully refunded.
 - c. After January 1, 2027, all payments made by Participant become nonrefundable.
 - d. There shall be no refund if Participant attends the Retreat but leaves early for any reason.
 - e. Deposits and other payments made by Participant are not transferable to another applicant or participant in the Retreat.
 - f. Any refunds due to Participant under this Agreement will be made in U.S. Dollars by check to Participant within 30 days of receiving proper cancellation notice. Cashing the check by Participant shall constitute full settlement between Organizer and Participant.
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11. CANCELLATION AND CHANGES BY ORGANIZER

- a. **Cancellation by Organizer.** Organizer reserves the right to cancel the Retreat at any time if circumstances make it necessary or impractical to conduct the Retreat, including, but not limited to, insufficient enrollment, illness or inability of the designated retreat leader to lead the Retreat, natural disaster, severe weather, pandemic or public health emergency, war, terrorism or terrorist threats, civil unrest, strikes, interruption of transportation, governmental actions or restrictions, changes in law or regulation, significant changes to the relevant U.S. Department of State Travel Advisory, or other circumstances beyond Organizer's reasonable control.
- b. **Full Refund if Organizer Cancels.** If Organizer cancels the Retreat for any reason, Participant will receive a full refund of all payments made directly to Organizer for the Retreat, including the Deposit. Any refund due under this Paragraph will be issued in U.S. Dollars by check to Participant within 30 days of the cancellation. Organizer will not be responsible for any additional expenses incurred by Participant in connection with the Retreat, including airfare, transportation, accommodations, travel insurance premiums, visa or passport fees, or other personal expenses.
- c. **Changes to the Retreat.** Organizer reserves the right to make reasonable changes to the Retreat itinerary, activities, transportation, accommodations, Instructors, or other aspects of the Retreat when circumstances require. Organizer will make reasonable efforts to provide advance notice of significant changes. Changes to the itinerary or

individual activities do not constitute cancellation of the Retreat and do not entitle Participant to a refund.

d. Instructor Unable to Lead. If the designated retreat leader is unable to lead the Retreat for any reason, Organizer may arrange for a suitable replacement. If Organizer is unable to arrange for a suitable replacement, Organizer may cancel the Retreat. In such event, Participant will receive a full refund of all payments made directly to Organizer, as provided in Paragraph 11(b).

e. Participant's Other Travel Expenses. Participant understands that Organizer is not responsible for expenses incurred by Participant other than payments made directly to Organizer for the Retreat. These expenses may include airfare, transportation, accommodations before or after the Retreat, travel insurance premiums, visa or passport fees, and other personal expenses.

f. Travel Insurance. Participant acknowledges that international travel involves risks and agrees to obtain travel insurance as required by this Agreement. Participant is responsible for selecting a policy that provides appropriate coverage for their individual circumstances, including coverage for trip cancellation and interruption, emergency medical care, emergency medical evacuation, and other travel-related losses. Participant understands that travel insurance may provide protection for certain expenses and circumstances that are not refundable by Organizer.

12. TRAVEL INSURANCE REQUIRED

Participant is required to obtain travel insurance that is valid for the duration of the Retreat and related travel. Participant is responsible for selecting a policy that provides adequate coverage for their individual needs and circumstances, including coverage for trip cancellation and interruption, emergency medical care, and emergency medical evacuation and repatriation.

Participant is responsible for reviewing the policy's coverage, exclusions, limitations, and requirements and determining whether the coverage is sufficient to protect their Retreat payments and other travel expenses.

Organizer recommends purchasing travel insurance as soon as possible after making the initial Retreat payment, as certain benefits may only be available when coverage is purchased within a specified period following the initial trip payment.

Two providers Participant may wish to explore are World Nomads and Allianz Travel Insurance. Participant is welcome to purchase coverage from any provider.

13. TRAVEL DOCUMENTS, ENTRY REQUIREMENTS, AND VACCINATIONS

It is Participant's responsibility to obtain and maintain all travel documents and satisfy all entry, health, vaccination, immigration, and other requirements applicable to travel to Costa Rica and return to Participant's home country. This includes, as applicable, a valid passport, visas, health documentation, vaccination requirements, and any other documents or requirements imposed by the relevant governmental authorities.

Participant is responsible for verifying all applicable requirements before traveling and for ensuring that their documents remain valid for the duration of their trip. Organizer does not provide legal or immigration advice and is not responsible for Participant's failure to obtain required documents or comply with applicable entry or travel requirements.

Organizer is not responsible for any delays, cancellations, denied entry, additional expenses, or other losses resulting from Participant's failure to satisfy applicable travel or entry requirements.

14. ASSUMPTION OF RISK AND RESPONSIBILITY

a. Participant acknowledges that international travel and participation in the Retreat involve inherent risks and uncertainties. These may include, but are not limited to, risks associated with transportation, unfamiliar surroundings, weather, natural environments, swimming, hiking, waterfalls, uneven terrain, insects and animals, food and water, illness, access to medical care, and other activities or conditions encountered during the Retreat. Participant understands that conditions, accommodations, transportation, services, and standards of health and safety in Costa Rica may differ from those in the United States and agrees to approach the Retreat with appropriate flexibility and awareness.

b. Participant is responsible for their own safety, health, and well-being throughout the Retreat and for making their own decisions about whether and how to participate in any yoga practice, excursion, activity, or other experience. Participant agrees to follow reasonable safety instructions provided by Organizer, retreat staff, guides, and other service providers.

c. Participant understands that participation in yoga, hiking, swimming, waterfall visits, and other physical or recreational activities involves inherent risks, including the possibility of injury, illness, or other harm. Participant agrees to exercise appropriate judgment and to modify or decline participation in any activity when they believe doing so is appropriate.

- d. Participant acknowledges that Organizer may provide yoga instruction, general information, suggestions, and recommendations during the Retreat, but does not provide medical, psychological, legal, financial, or other professional advice outside the scope of Instructor's qualifications. Participant is responsible for determining whether any information or recommendation is appropriate for their individual circumstances.
 - e. Participant understands that no particular physical, emotional, personal, or other outcome from participation in the Retreat is guaranteed.
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15. WAIVER AND RELEASE OF LIABILITY FOR RETREAT

In consideration of being permitted to participate in the Retreat, Participant agrees to assume the risks associated with international travel and participation in the Retreat and its activities.

To the fullest extent permitted by applicable law, Participant agrees to release and hold harmless Organizer and its respective employees, agents, teachers, independent contractors, and representatives, and their respective heirs, successors, and assigns (collectively, the "Released Parties"), from claims arising from Participant's participation in the Retreat, including claims arising from personal injury, illness, property loss, or other damages, except to the extent caused by the gross negligence or intentional misconduct of a Released Party.

Participant understands that the Retreat may involve services and activities provided by independent third parties, including accommodations, transportation providers, guides, activity providers, restaurants, and other vendors. Organizer does not control the acts or omissions of these third parties. Participant agrees that any claim arising solely from the acts or omissions of an independent third party should be directed to that third party.

Participant is responsible for their personal belongings throughout the Retreat. Organizer is not responsible for loss of, theft of, or damage to Participant's personal property, except to the extent caused by the gross negligence or intentional misconduct of Organizer.

Participant agrees that this waiver and release is intended to be as broad and inclusive as permitted by applicable law and shall be binding upon Participant and, to the extent permitted by law, Participant's heirs, estate, personal representatives, successors, and assigns.

16. WAIVER AND RELEASE FOR THE PRACTICE OF YOGA

Participant understands that participation in yoga involves inherent risks, including the possibility of physical injury, illness, or aggravation of an existing condition. Participation in yoga is voluntary, and Participant is responsible for determining whether and how they participate in any practice, pose, movement, or instruction.

Participant agrees to listen to their body, respect their own physical limitations, and modify or discontinue any practice when they believe doing so is appropriate. Participant agrees to communicate with Instructor regarding any physical limitations, injuries, or other circumstances that may affect their participation.

Participant understands that yoga instruction does not constitute medical diagnosis, treatment, or medical advice. Participant should seek advice from an appropriate healthcare professional regarding any medical condition or concern.

To the fullest extent permitted by applicable law, Participant agrees to release and hold harmless Organizer and its respective teachers, employees, agents, independent contractors, and representatives, and their respective heirs, successors, and assigns (collectively, the "Released Parties"), from claims arising from Participant's participation in yoga classes, workshops, practices, or instruction during the Retreat, including claims arising from personal injury, illness, or other damages, except to the extent caused by the gross negligence or intentional misconduct of a Released Party.

Participant agrees that this waiver and release is intended to be as broad and inclusive as permitted by applicable law and shall be binding upon Participant and, to the extent permitted by law, Participant's heirs, estate, personal representatives, successors, and assigns.

17. PHOTOGRAPHIC RELEASE

Participant hereby grants to Organizer the right to photograph, film, or otherwise record Participant during the Retreat and to use Participant's photographic images, video, audio recordings, name, likeness, and words for promotional and marketing purposes, including on websites, social media, brochures, newsletters, and other materials related to Tree of India Yoga, Tree of India School of Yoga, and future retreats or programs.

Participant understands that they will not receive compensation for the use of such photographs, recordings, likeness, or words and waives any right to inspect or approve the finished materials in which they may appear.

Participant releases and holds harmless Organizer and its respective employees, agents, teachers, independent contractors, and representatives from any claims arising from the authorized use of such photographs, recordings, likeness, or words.

18. ALTERNATIVE DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to the Retreat or this Agreement shall first be submitted to good faith mediation in Ohio before either party initiates litigation, unless otherwise required by applicable law.

The parties shall mutually agree upon a mediator and shall share the mediator's fees and costs equally. The parties agree to participate in the mediation in good faith and to cooperate reasonably in scheduling and conducting the mediation.

If a party is residing outside Ohio at the time of the dispute, that party may participate in the mediation by telephone or video conference.

If the dispute cannot be resolved through mediation, either party may pursue any remedies available under applicable law, subject to the jurisdiction and venue provisions of this Agreement.

19. MODIFICATION OF AGREEMENT

Any modification, amendment, waiver, or revocation of any provision of this Agreement shall be effective only if made in writing and signed by the parties. Any such modification, amendment, waiver, or revocation must specifically identify the provision or provisions being modified, amended, waived, or revoked.

No oral modification, amendment, waiver, or revocation of this Agreement shall be effective.

A party's failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that provision or of any subsequent breach of the same or any other provision.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unenforceable, or illegal, that provision shall be enforced to the fullest extent permitted by applicable law or, if enforcement is not possible, shall be severed from this Agreement. The remaining provisions shall remain in full force and effect.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and Organizer regarding Participant's participation in the Retreat and supersedes all prior or contemporaneous agreements, representations, understandings, and communications, whether written or oral, relating to the Retreat.

No representation, promise, or agreement made before or outside this Agreement shall be binding unless incorporated into this Agreement in writing and signed by the parties.

If information concerning the Retreat on Organizer's website or in other promotional materials differs from the terms of this Agreement, the terms of this Agreement shall control.

22. JURISDICTION, VENUE, AND CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

To the extent permitted by applicable law, any legal action arising out of or relating to this Agreement or the Retreat shall be brought in a court of competent jurisdiction in Butler County, Ohio.

Participant consents to the jurisdiction of such courts for purposes of resolving disputes arising out of or relating to this Agreement or the Retreat.

23. SIGNATURES AND COPIES OF THIS AGREEMENT

This Agreement may be signed in counterparts, including by electronic signature, and each signed counterpart shall be considered an original. Together, all signed counterparts shall constitute one and the same Agreement.

Electronic, scanned, or photocopied signatures shall have the same force and effect as original signatures.

24. ACKNOWLEDGMENT AND SIGNATURES

By signing below, Participant acknowledges and agrees that:

- Participant has read and understands this Agreement in its entirety.
- Participant is entering into this Agreement voluntarily and has had a reasonable opportunity to ask questions about its terms.

- Participant understands that this Agreement contains assumptions of risk, waivers, and releases of liability, including provisions that may limit Participant's legal rights.
- Participant has had the opportunity to seek independent legal advice regarding this Agreement before signing and has chosen whether or not to do so.
- Participant understands that by signing this Agreement, Participant agrees to be legally bound by its terms.

SO AGREED:

Participant Signature:

Printed Name:

Date:

TREE OF INDIA, LLC

By: Jessica Lohrey, Owner

Signature:

Date:
