

**Yoga Retreat, Big Island, Hawaii, 3/1-3/8/2022 Policies &**

**Accident & Covid19 Waiver and Complete Release of Liability**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS YOGA RETREAT AND ALL RELATED ACTIVITIES AND EVENTS, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver, Covid19 and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my voluntary participation in this retreat and related activities and events, I hereby take the actions noted below for myself, my executors, administrators, heirs, next of kin, successors, and assigns vis-à-vis the following ENTITIES OR PERSONS: Yoga Shakti, and their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, and activity or event volunteers.

(A) I WAIVE, RELEASE, AND DISCHARGE the entities or persons mentioned in this paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that Yoga Shakti Wellness Center and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on their behalf.

(C) I ASSUME ALL RISK AND WAIVE ANY LIABILITY RELATING TO CORONAVIRUS/COVID-19. The novel coronavirus causing COVID-19, was declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend vaccinations, social distancing and have, on many locations, prohibited the congregation of large groups of people. Yoga Shakti Studio ("The Studio") has put in place reasonable preventative measures to reduce the spread of COVID-19; however, The Studio cannot guarantee that you will not become infected with COVID-19 during any participation in this event. Further, traveling and attending the retreat could increase your risk of contracting COVID-19.

By registering for the retreat, I acknowledge and agree to the following: I understand the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending this retreat and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the retreat may result from the actions, omissions, or negligence of myself and others, including, but not limited to, The Studio employees, officers, Landlord, volunteers, teachers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the retreat or participation in any of the travel, activities, classes, events, programs

or anything else offered in any aspects of the retreat. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Yoga Shakti Studio, its employees, officers, agents, representatives and Landlord of any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The Studio, its employees, agents, officers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Yoga Shakti Studio program, including this retreat.

I acknowledge that this retreat may involve physical activity and may carry with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, wildlife, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, yoga teachers, guides, facility staff, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I also understand that all activities are optional and I may choose to opt out of any and all activities.

In the event of any injury, illness or accident, the event coordinators, staff, other participants or bystanders may call 911. I hereby consent to receive medical treatment which may be deemed advisable by the paramedics on site in the event of injury, accident, and/or illness during this activity or event. I understand that I shall be solely responsible for the costs of any medical treatments. I fully assume any and all risks involved. I further agree to have or obtain health insurance.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

## RETREAT POLICIES AND TRAVEL REQUIREMENTS

**Registration Deadline is 12/31/2021.** All fees must be either paid in full or a payment plan established prior to the registration deadline. Registrations after this date may be possible; however, may incur additional cost for airfare and others, and we cannot guarantee travel on the same flight(s) as the group.

**Deposit:** A \$500 Non-Refundable Deposit is required to reserve your spot and secure the early registration price.

**Payment Plans:** All payments must be made in full prior to the retreat registration deadline unless a payment plan has been established. A Payment Plan Agreement must be signed and payments must be set up on autopay on a credit or debit card. All payment plans of 3 payments and/or 3 months duration will incur a onetime fee of \$75. All payment plans of 4 or more payments and/or 4 or more months duration will incur a onetime fee of \$150. Any declined credit or debit card payments will incur a \$25 fee.

**Cancellation:** Early Cancel by 11/30/2021: \$500 deposit is forfeited; balance above the deposit is refunded to you. Late Cancel after 11/30/2021: \$500 deposit is forfeited. In addition, If we cannot fill your place: You will forfeit the entire balance paid (we recommend travel insurance to safeguard against any circumstances that may cause you to cancel). If we can fill your place: Deposit is forfeited, but we will refund the balance of fees paid, minus a \$100 admin fee and any other potential costs incurred by Yoga Shakti in making the change.

In the event that Yoga Shakti must cancel a retreat due to unforeseen circumstances, all registration fees will be refunded. Yoga Shakti shall not be liable for any other expenses incurred as a result of such cancellation.

Special Covid19 Circumstances & Policies: Due to the potentially uncertain nature of travel due to the Covid19 pandemic, Yoga Shakti may cancel this retreat prior to the registration deadline, in which case all fees paid will be refunded. Yoga Shakti reserves the right to reschedule this retreat should travel restrictions prohibit either the arrival or free movement on the island. In the event of a reschedule, no refunds will be issued (outside the cancellation policies).

**Travel Insurance:** We strongly recommend that each person acquires Travel Insurance. Yoga Shakti shall not be responsible for any issues arising out of the travel and no refunds or credits will be issued.

**Health Insurance:** We strongly recommend that each person has Health Insurance. Yoga Shakti shall not be responsible for any health & related issues.

**Safety:** Hawaii is generally considered to be a very safe state for tourists. However, like in all cities there could be petty theft. Please use common sense caution and do not bring any valuables with you. Do not depart from the group without at least one more person present and inform the group leader of any such departure. You must have a way to be contacted by the group leader at all times.

Each participant should be aware that the retreat will be located in a tropical jungle environment and that there may be wildlife in the area. Each person is responsible for managing any special sensitivity to insects, etc., that they may have. We highly recommend that every person bring their own mosquito/insect repellent, etc. in order to make their stay as comfortable as possible.

Please note that as part of our activities there may be the option to swim in natural pools. Swimming in natural, untreated water can carry the risk of infections or other water born illnesses. Please do not swim if you have any open sores. Use caution if swimming in the ocean as there could be large waves, rough waves and dangerous rip currents.

**Condition to Travel:** You must be in good health and able to travel. Please notify us of any activity or dietary restrictions prior to your registration. We will do our best to accommodate any special needs; however, be aware that this is an active retreat with yoga, walking, hiking and other activities and we may be limited in our ability to modify the meals and/or the activities. Yoga Shakti shall not be liable for any discomfort or other issue arising out of personal limitations and/or conditions. You can, of course, opt out of any of the activities offered.

**TRAVEL REQUIREMENTS:** Current State of Hawaii travel conditions require either proof of Full Vaccination OR a negative Covid test 72 hours prior to travel. Fully Vaccinated means at least 2 weeks have passed since the 2<sup>nd</sup> shot. For latest travel requirements please visit: <https://hawaiicovid19.com/travel/>

In an abundance of caution and to keep everyone comfortable & safe, we require that everyone take a Covid19 test within 72 hours of departure and produce proof of negative results prior to departure.

I AGREE TO TAKE A COVID TEST 72 HRS PRIOR TO THE RETREAT TRAVEL DEPARTURE AND AGREE TO REFRAIN FROM COMING TO THE RETREAT IN CASE OF SYMPTOMS OR EXPOSURE. I FURTHER AGREE TO FOLLOW ANY STATE AND FEDERAL TRAVEL REQUIREMENTS PRESENT AT THE TIME OF DEPARTURE.

Please Note: No refunds will be issued if you're unable to travel due to illness or insufficient proof of negative Covid test. We recommend travel insurance- see above.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT IN FULL; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AN ACKNOWLEDEMENT OF THE RETREAT POLICIES AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Printed Name

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old). The undersigned parent or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the Accident Waiver and Release of Liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date