

# Booking Terms & Conditions for Mexico Retreat 2023

**[Last Revised & Updated: October 2022]**

Nico Productions, LLC, the parent company of Unwound Retreats is a tour operator selling cultural and travel packages. Nico Productions, LLC is defined to include its owners, agents, directors, officers, employees, representatives, and affiliates, (collectively "Unwound Retreats"). Please read the following terms and conditions carefully. These terms and conditions along with any other documents provided by Nico Productions, LLC to the participant constitute the entire agreement between the parties and the parties agree to be bound by the terms of this agreement. The terms "we", "us", "our", and "Unwound Retreats" refer to Nico Productions, LLC. The term "you" or "client" refers to the customer booking the travel package. If you do not agree to these terms and conditions, please do not book travel packages through Unwound Retreats.

If you are booking a travel package for another person you agree to inform that person(s) about the Terms & Conditions that apply to the booking you have made on their behalf, including all rules and restrictions applicable thereto and these Terms of Use. You agree to be financially responsible for booking. You also warrant that all information supplied by you or on your behalf, or by members of your party is true, current, complete and accurate.

## I. BOOKING PROCEDURES & PAYMENT SCHEDULE

You must make payment for your travel package in accordance with the following booking procedures and specific instructions provided by Unwound Retreats. At the time of confirming a booking, a non-refundable deposit of \$500 is due to secure the travel package. The remaining balance payment is due 90 days before the start date of the travel itinerary. If the booking is made within 90 days of the start date of the travel itinerary, 100% payment is due. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out below will become payable. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received.

Unwound Retreats accepts personal checks (preferred), payments through PayPal, the Paypal Payment Processor (which includes all major credit cards) on Unwound Retreats.com. Any fees and currency conversions related to payment shall be the responsibility of the client. Once the deposit or full payment is processed, we will send you a confirmation e-mail of receipt of payment.

## II. INCLUSIONS AND EXCLUSIONS

### *Included in Travel Package*

All accommodations; almost all meals as specified in the detailed day-by-day itinerary documentation, including all breakfasts; expert leaders; yoga; private sightseeing and on-site lectures; arrival and departure transfers; all local transport; and all applicable tourism taxes at time of booking.

### *Not Included in Travel Package*

Travel insurance; international airfare; costs associated with obtaining passports or entry visas; reciprocity and other border fees; airport departure taxes; any and all baggage charges; covid testing; all gratuities; meals other than those specified in the itinerary; beverages other than those noted in inclusions above or specified in the itinerary; any meals for your guide if you invite him/her to dine with you; sightseeing not included in the itinerary; personal expenses such as laundry, communication charges, Internet access; and optional activities (which are subject to availability).

## III. PRICING

Quoted travel package prices are per person, based on double occupancy except where indicated. Although not expected, published prices may be modified due to unexpected significant external factors not forecasted at the time of printing. Unwound Retreats is under no obligation to provide a breakdown in costs of any travel itinerary or services. Any modifications to a travel itinerary, including dates or number of people travelling, will require a revised proposal. Single travelers will be expected to pay a single supplemental fee.

## IV. BAGGAGE AND PERSONAL EFFECTS

Baggage and personal effects are at the owner's risk throughout the travel itinerary, and Unwound Retreats assumes no liability for lost or damaged baggage. Therefore, you are urged to purchase travel insurance that includes provisions for your baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flight.

## V. CANCELLATION BY THE TRAVELER

Any cancellation by the traveler must be requested in writing and must be acknowledged by Unwound Retreats in writing. The cancellation will become effective on the date of acknowledgement by Unwound Retreats. Cancellations are subject to the following policy:

- Cancellation made more than 60 days prior to trip departure: The deposit payment is held by Unwound Retreats.
- Cancellation made between 30 and 60 days prior to trip departure: 50% of total booking cost, inclusive of deposit, is held by Unwound Retreats.
- Cancellation made less than 30 days prior to trip departure: 100% of total booking cost, inclusive of deposit, is held by Unwound Retreats.

## VI. CANCELLATION BY UNWOUND RETREATS

Should Unwound Retreats deem it necessary to cancel the scheduled trip after payments from the traveler have been received, payment will be refunded or applied towards a future Unwound Retreat. In circumstances where the cancellation is due to external events outside our reasonable control, refunds will not include any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking, including, but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

## VII. TRIP & ITINERARY CHANGES

Unwound Retreats travel packages are carefully tailored but are subject to local laws, regulations, schedules, and closures as well as availability of local partners. Thus, unexpected changes may be made by Unwound Retreats to any given itinerary at any time before or during the trip.

## VIII. TRAVEL INSURANCE

The purchase of travel insurance is required in order to book a travel package offered by Unwound Retreats. Employees of Unwound Retreats are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. Such insurance at a minimum should cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness.

## IX. YOUR INFORMATION

In order for us to confirm your travel arrangements, you must provide all requested personal details, legal name, date of birth, passport number, passport country and expiry date, and your home address. Your booking cannot be confirmed without these details, including a copy of your Covid vaccination card and negative Covid test.

## X. INTERNATIONAL TRAVEL AND DOCUMENTATION

By offering travel packages in particular international destinations, Unwound Retreats does not represent or warrant that travel to such areas is advisable or without risk. It is your responsibility to stay informed about the areas to which you will be traveling, including any travel advisories and warnings issued by your country's government. You are responsible for protecting your own well-being and personal property before, during, and after your booked travel itinerary. Unwound Retreats will not be liable for damages or losses that result from travel to such destinations.

You must be in possession of a machine-readable passport valid for 6 months after your travel itinerary return date along with applicable visas. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. Unwound Retreats bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation/holiday related to improper documentation or government decisions about entry.

## XI. AGE & HEALTH REQUIREMENTS

All travelers must be at least 21 years of age.

Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

Covid-19 vaccination is required.

## XII. SPECIAL ACCOMODATIONS

Please notify us as soon as possible if you or any of your guests will require special accommodations, including ADA accommodations in any hotel which you may be booked. Unwound Retreats will make all reasonable efforts to accommodate this request, but cannot be responsible if ADA accommodations are not available.

## XIII. OPTIONAL ACTIVITIES

During an Unwound Retreat itinerary, there may be opportunities to participate in activities or local events, which are not included in Unwound Retreats's travel package. Unwound Retreats makes no representations about the safety or quality of these activities and events, or the standard of the independent operator running it. You accept that any assistance given by your expert leader, host, guide or local representative in arranging optional activities does not render Unwound Retreat liable for them in any way. The contract for the provision of that activity will be between you and the activity provider and Unwound Retreat will have no liability for your participation in such activities. You will be bound by the terms and conditions of the independent operator.

#### XIX. PERSONAL RESPONSIBILITY

Each traveler is expected to act responsibly and adhere to all behavior guidelines established by Unwound Retreats and its local partners. You shall hereby defend, indemnify, and hold harmless Unwound Retreats against any, and all third-party claims arising out of any conduct or omission in breach of these terms and conditions or that otherwise create liability for Unwound Retreats.

#### XV. LIABILITY RELEASE

Unwound Retreats does not own or operate any entity which provides goods or services for your booked travel package including, for example, ownership or control over hotels, airline, bus, van, or other transportation companies, local ground operators, providers or organizers of optional excursions, food service or entertainment providers, etc. Unwound Retreats is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Unwound Retreats does not own, manage, operate, supervise, or control any transportation, vehicle, airplane or restaurants, or any other entity that supplies services related to your tour. Unwound Retreats is not affiliated with any other tour operator. All suppliers are independent contractors, and are not agents or employees or representatives of Unwound Retreats. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that Unwound Retreats is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of nature, acts of God, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Unwound Retreats accepts no responsibility for lost or stolen items. Unwound Retreats reserves the right to refuse any client or potential client at its sole discretion.

## XVI. ACCEPTANCE OF RISK & WAIVER

You are responsible for purchasing a travel package with Unwound Retreats that complies with your comfort level and for participating in activities that are suitable for your fitness level and capabilities. By making a booking, you acknowledge that Unwound Retreats travel itineraries are adventurous by nature and may involve a significant amount of personal risk. You are aware that travels such as those which you are undertaking involve hazardous activities, with a risk of injury or death which may be caused by forces of nature, the negligence of Unwound Retreats, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, mechanical or other failure of airplanes or other means of transportation, structural or other defective conditions in hotels or other lodging facilities, animal interactions, or vegetation of any sort, dangers incident to recreational activities such as hiking, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments.

These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. You are also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which you are participating in this trip. You accept these risks and obligations and fully assume the risks of travel and work in this type of environment. You fully and forever release and discharge Unwound Retreats and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releases") from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by you in connection with or in any way relating to this trip, due to any cause or reason whatsoever including, without limitation, the reckless, willful or negligent actions or omissions of the Releases or any other person or persons.

## XVII. SAFETY AND COMFORT

In order to guarantee the safety and comfort of the client, Unwound Retreats reserves the right to determine the type of vehicle and number of vehicles required to execute any and all activities in the booked travel package, following local transport laws and regulations.

Where the client occupies a vehicle seat fitted with a safety belt, neither Unwound Retreats nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

#### XVIII. CULTURAL DIFFERENCES

It is acknowledged and understood that traveling to the destinations offered by Unwound Retreats will expose travelers to unique situations and experiences that may differ from those you are familiar with in your home country. We believe that these differences enhance the travel experience. Unwound Retreats will discuss these differences before your trip, but you also have a responsibility to perform your own research and act responsibly while traveling.

#### XIX. APPLICABLE LAW AND VENUE

The State of Washington law governs these Terms and Conditions to the fullest extent allowable. Any disputes in connection with a Unwound Retreats travel package or these Terms and Conditions will be initiated in the Superior Courts of the State of Washington where exclusive jurisdiction and venue reside. If a court or any other appropriate authority finds any portion of this document to be invalid, the remainder will remain in full force and effect. All client claims must be submitted in writing and received by Unwound Retreats no later than thirty (30) days after the completion of the booked travel itinerary. Client claims not submitted and received within this time shall be deemed waived and barred.

#### XXI. UPDATING BOOKING TERMS & CONDITIONS

Unwound Retreats reserves the right to update and/or alter these Booking Terms & Conditions at anytime, and it is the client's responsibility to be familiar with them. The latest Booking Terms & Conditions can always be found on the website [unwoundretreats.com](http://unwoundretreats.com) and will supersede any previous versions.