

Terms and conditions for Healium Hot Yoga Retreats

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. Please take your time to read through these terms and conditions. By making a booking with Healium Hot Yoga, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions. A booking is accepted on the date when Healium Hot Yoga sends a confirmation email, and when you have completed the deposit payment.

Healium Hot Yoga, Healium HIIT, and Healium Restore are collectively referred to as “Healium” throughout. All “persons” are referred to as either “persons” or “travelers” throughout. Yoga Ginger LLC does business as (DBA) Healium Hot Yoga.

1. Travelers must be 18 years or older on the start date of the retreat.

2. General payment terms

All payments are processed through the Healium MindBody Online system. All prices are in US Dollars, all payments are processed in US Dollars. Receipts are sent via email to the email address provided in the traveler’s booking request. An active credit or debit card linked to MindBody Online is required at the time of your booking and at the time of your subsequent payment(s).

3. Deposit terms

In order to confirm your booking with us, you are required to pay **a non-refundable deposit** towards the total price of your trip. Deposits are \$500 unless listed as a different amount on the booking link. The non-refundable deposit secures your spot on the retreat.

4. Installment Payments

If you prefer to set up an installment payment, please indicate that preference in your booking. There is the option to pay two installments of the balance of your trip as outlined in your booking request.

5. Final Payment

Payment of the balance of the trip price is due 90 days prior to the trip start date. Exact due dates will be stated in the confirmation email that is sent after your booking is confirmed. Please email instructor@healiumhotyoga.com before the 90 day deadline if you have a circumstance that requires a payment extension. If the balance is not paid on or before the due date, we reserve the right to treat your booking as canceled.

6. Cancelation policy

You may cancel your booking in writing to instructor@healiumhotyoga.com only.

- If you cancel more than 90 days out from the retreat start date, the deposit will not be returned, however you may transfer the deposit to a future retreat. Any payments made can also be transferred to a future retreat within 18 months of the originally booked retreat’s start date.
- If you cancel less than 90 days out from the retreat start date, 50% of the deposit will be forfeited and the balance can be transferred to a future retreat within 18 months of the originally booked retreat’s start date.

7. Excluded from pricing

The price of your trip does not include: Flights/Airfare to the starting point of your trip, excess baggage charges, fees for travel documents (passports, visas, etc.), travel

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insurance, some alcoholic beverages, optional add-ons during free time, gratuities, personal expenses / shopping, souvenirs, and any other items listed on our website under “What’s Not Included.”

8. Passport, visas, entry requirements, other documents

For trips outside the U.S. (or your home country, if you are not a U.S. citizen), you must carry a valid passport and have obtained all other required travel documents (visas, permits, certificates etc.) for the country(ies) you will visit during your trip. For many countries, your passport must be valid for at least 6 months beyond the duration of the trip; please make sure to research the applicable passport requirements for each country you plan to visit. Wait times for passports can be long, so please plan early. It is your responsibility to ensure that you are in possession of all such required travel documents for your trip. Healium is not responsible if you are refused entry to a country because you lack or lose the correct travel documents.

9. Information sharing

For us to confirm your booking, you must provide us with some personal information. We respect your privacy and will not share this information unless necessary for the retreat. The exact information Healium requests may be different from trip to trip, but the types of information we may require include, but is not limited to: full name (as it appears on passport), passport information, dietary requests/restrictions, any medical conditions, injuries or physical limitations which you want us to know about and/or which may affect your ability to participate fully in some aspects of the trip.

10. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers, or other suppliers to enable us to operate the trip.

11. Requests for roommates

We will do our best to accommodate preferred roommates. If you are traveling solo and would like to share a room with someone you do not personally know, we will match you with a roommate of the same gender.

12. Optional activities

Optional activities (other than excursions which are listed on our website as “Included”) are not included in the trip price, and do not form part of the trip or these terms and conditions. You acknowledge and agree that any assistance provided by any trip leader or local guide in arranging optional activities does not render Healium liable for them.

13. Cancellation by Healium / force majeure

Every effort will be made to fulfill the obligations of the retreat offering. However, Healium reserves the right to cancel any trip or any portion for any reason, including force majeure, acts of god, natural disaster, political instability, uprising, weather, safety concerns, or any other reason Healium deems prudent. In the event that Healium must cancel the trip, the traveler will receive a complete refund of all payments made. Healium strongly recommends that you purchase travel insurance to protect against unforeseen travel delays, interruptions, and health insurance needs. Please see the section 11 below for more information on travel insurance.

14. Travel insurance

Hearium **strongly recommends** all travelers purchase travel insurance in connection with all bookings. The nature of travel is such that events outside the control of Hearium may impact travel plans. This may include border closures, government mandated quarantines, health pandemics, etc. Safe travel is our main priority, however, we are not liable for any expenses, changes to the itinerary, or medical expenses incurred by the traveler. Such costs are the traveler's responsibility. If the traveler needs a recommendation for travel insurance, please email instructor@heariumhotyoga.com. Hearium is happy to share suggestions, however is in no way liable for the service or contract provided directly between the traveler and the insurance provider.

15. Itineraries and day-of schedules

The itinerary listed for each trip on the Hearium website represents a general plan for that trip. Every effort is made to carry out the itinerary as planned. However, you acknowledge and accept that circumstances may arise which result in changes to the listed itinerary, including but not limited to: delays, changes to day-to-day itineraries, trip leaders/yoga instructors, frequency of yoga sessions, quality or location of lodging, modes or quality of transportation, etc.

16. Photos and marketing

In the course of participation in a Hearium retreat, photos or videos may be taken by participants, teachers, hosts, and professional photographers. These images may be used in any Hearium promotional materials, website, all social media platforms (i.e. Instagram), etc., unless travelers specifically request to the photographer or in writing to Hearium, to not use any material their image is depicted in. Otherwise, permission is granted to Hearium to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

17. Immunizations, travel advisories, warnings

Each traveler assumes full responsibility for verifying any requirements relating to and/or obtaining any immunizations which may be necessary or desirable for travel in the applicable country(ies) and/or region(s). The traveler is responsible for verifying their own individual health needs with their healthcare provider. Please reference <https://wwwnc.cdc.gov/travel> for more information on travel advisories and immunization recommendations. Hearium will share suggestions and best practices, however Hearium is in no way liable for the entry requirements a traveler may encounter when seeking to enter a foreign country.

18. Traveler health

Adventure travel, by nature, is high activity and at times may be physically demanding, uncomfortable, or difficult. Each traveler is responsible for understanding the itinerary and physical requirements for each activity. The traveler understands that it is their individual responsibility to determine whether participation in activities is in their own interest. The traveler's booking indicates that the traveler is in general good health and capable of either performing the activities or choosing to opt out. The traveler agrees that you will not impede other travelers' enjoyment of the trip. The traveler also confirms that they have not been recently treated for, nor are aware of, any medical condition, infirmity, or disability (whether

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physical or mental) that would create an unreasonable risk to themself or others in connection with the trip.

Furthermore, the traveler asserts that they are in compliance with any additional vaccination requirements of the destination country(ies) as shown by the CDC.gov website. Travelers are responsible for carrying and providing to local authorities and service providers proof of vaccination, proof of COVID-19 testing, proof of medical insurance, and all other government mandated forms required by authorities in the country(ies) of destination. It is the traveler's responsibility to be aware of and to comply with all local requirements and laws. Rules can and do change quickly so continued education on local destination entry and travel requirements is, before and during the trip, required on the part of the traveler.

19. Third operators, yoga instructors, independent contractors

Healium does not own, operate, or control any person or entity that provides any goods or services for the trip ("Third Party Operators"), including any lodging facilities, airline, ground or water transportation, yoga studio, tour operator, food service provider, etc. Rather, Healium contracts with Third Party Operators to provide all goods and services for the trip; and it is understood that all Third Party Operators are independent contractor(s), and not affiliates of Healium. In selecting Third Party Operators, Healium and its affiliates does their best to seek out reliable suppliers and contractors to provide the necessary travel-related goods and services. Accordingly, in the absence of gross negligence by Healium, the traveler understands and agrees that Healium shall not have any responsibility or liability for any acts or omissions of any Third Party Operators in connection with the trip. Without limiting the foregoing, Healium will not be liable for any direct, indirect, consequential, or incidental damage, liability, injury, lost cost, or expense that may be incurred (including any claim relating to personal injury, illness, death, property damage or loss, delay, or other inconvenience) arising out of or by reason of the acts or omissions of any Third Party Operator.

20. Limitation of liability

The traveler acknowledges that during a retreat they participate voluntarily in any and all activities arranged by the retreat hosts, and insofar as legally permissible, surrender his right to any cause of action against Healium arising from any loss or damage to person or property that occurs during a retreat. The traveler hereby agrees to be responsible for their own welfare and accepts any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma, or death.

The traveler hereby certifies that they are physically fit and has not been advised to not participate, by any means or in any manner, in any such activity arranged by the retreat hosts by a qualified medical professional. The traveler hereby certifies that there are no health-related reasons or problems which preclude their participation in any and all activities arranged by Healium.

The traveler hereby waives, releases, and discharges from and against any and all liability from the traveler's participation on the trip and in any and all activities arranged by the retreat hosts, including but not limited to, liability arising from the negligence or fault of Healium and/or its employees and/or its collaborators and/or its subcontractors, for death, disability, personal injury, property damage, property theft, or actions of any kind which

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may hereafter occur to the traveler including the traveler's trip to and from activities arranged by the retreat hosts.

21. Arbitration

The traveler agrees that any dispute relating to the booking, the terms and conditions, or any other issues relating to the trip (including any claim the traveler may wish to assert relating to or arising out of the trip) shall be referred to confidential and binding arbitration in Milwaukee, Wisconsin, by arbitrator(s) and pursuant to rules of arbitration subject to the mutual agreement of the parties. If the parties cannot agree on the arbitrator(s) and/or the rules of arbitration, arbitration may be compelled by petition to any court of competent jurisdiction in Milwaukee, Wisconsin. Any arbitration award shall be rendered in writing and may be entered and shall be fully enforceable as a judgment in any court of competent jurisdiction. The parties expressly waive their right to trial, including trial by jury. Each party shall bear its own attorneys' fees and costs.

22. Applicable law

This agreement (including all bookings and the terms and conditions) shall be governed by the laws of the State of Wisconsin applicable to contracts entered into and to be wholly performed therein (without giving effect to any conflict of laws principles under Wisconsin law).

23. Updating these terms and conditions

Healium reserves the right to update and/or alter these Terms & Conditions at any time. Current information can always be found on healiumhotyoga.com and any updates and/or changes will supersede any previous versions.

By booking a trip with the Healium, you acknowledge that you have read and understand the terms and conditions outlined above, and agree to be bound by those terms and conditions.