

## **Terms + Conditions for Travelers**

Please take the time to read and understand the Traveler Terms & Conditions detailed below prior to booking a trip with Katherine Green working as Kate Green Pilates. If you decide to book a trip with Kate Green Pilates, then you will be required to confirm your agreement to these Traveler Terms & Conditions as part of the booking process.

### **1. Your Booking is a Contract**

When you (sometimes referred to as a "traveler" or a "client") book a trip with Kate Green Pilates (sometimes referred to as "we" or "us"), you will be deemed to have agreed to these Traveler Terms + Conditions. Moreover, your booking, together with (a) these Traveler Terms + Conditions and (b) the details regarding the trip for your chosen destination as listed (collectively, the "Agreement") will constitute a legally binding contract between you and us. (Note: If you book a trip for multiple people traveling together, then all travelers in that booking will be deemed to have read and agreed to the Traveler Terms + Conditions, and to be parties to this Agreement.)

### **2. Deposit**

In order to confirm your booking with us, you will be required to pay a **non-refundable deposit of 50%** of the trip cost. However, if your booking is made within 91 days of the trip start date then the full amount is payable at the time of booking.

### **3. Final Payment**

Payment of the balance of the trip price is due 90 days prior to the trip start date. If the balance is not paid on or before the due date, we reserve the right to treat your booking as canceled.

### **4. Passport, Visas and Other Travel 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.

It is your responsibility to ensure that you are in possession of all such required travel documents for your trip. We are not responsible if you are refused entry to a country because you lack the correct travel documents.

## **5. Your Details**

For us to confirm your booking, you must provide us with certain personal information, if requested by us, no later than the date on which you pay the balance of the trip price. The precise information may vary from trip to trip, but the types of information we may require include, by way of example:

Full name

Date of Birth

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.

## **6. What's Included in the Price of Your Trip**

The price of your trip includes:

All accommodations as listed under "What's Included"

All meals as listed on under "What's Included"

Ground transfers to the retreat location as described on our website under "What's Included"

Yoga instruction as described under "What's Included"; and

Those additional items listed under "What's Included"

## **7. What's Excluded from the Price of Your Trip**

The price of your trip does not include:

Flights/Airfare to the starting point of your trip

Excess baggage charges

Fees for travel documents

Travel insurance

Alcoholic beverages

Optional Activities

Gratuities

Personal expenses

Any other items listed on our website under "What's Not Included"

## **8. Optional Activities**

Optional activities (other than excursions which are listed as "Included") are not included in the trip price, and do not form part of the trip or this Agreement. You acknowledge and agree that any assistance provided by any trip leader, yoga instructor or local representative in arranging optional activities does not render us liable for them.

## **9. Cancellation by Traveler**

Due to the personalized nature and upfront costs of organizing this elevated experience, all payments are non-refundable. If you cancel your booking less than 90 days prior to the scheduled trip start date (or if you fail to show up, or if you leave a trip prior to its completion for any reason), then you will not be entitled to any refund. Bookings for all trips are non-transferable. Note: As outlined in Section 13 below, we strongly recommend that you purchase travel insurance. In the instance of one person canceling from a shared room prior to the final payment, the person still attending the retreat will be charged for a single room.

## **10. Cancellation by Kate Green Pilates**

We reserve the right to cancel any trip or any portion of any trip at any time up to the scheduled trip start date. In this event, the client will receive a complete refund of all monies paid to Kate Green Pilates. In addition, we reserve the right to cancel any trip at any time if, due to natural disaster, political instability or other disruptions and/or events beyond our control ("force majeure events"), the operating of the trip would be unsafe or otherwise unviable. In the event a trip is canceled due to a force majeure event, the client will receive a refund equal to the monies paid to Kate Green Pilates less any costs incurred by Kate Green Pilates which are not recoverable.

## **11. Discretion to Reject Bookings and/or to Deny Participation by Certain Clients**

Kate Green Pilates reserves the right, in the exercise of its discretion and judgment, to reject any client booking and/or to deny participation by any client in a trip at any time prior to the trip start date, if we believe a client

poses a risk or may be disruptive to other clients or to the instructor. If a client booking is rejected and/or a client is denied participation in a trip prior to the trip start date, then that client will receive a full refund of all monies paid to Kate Green Pilates for that trip.

Furthermore, each instructor leading a trip also has the authority, in the exercise of his/her discretion and judgment, to deny participation by any client, if the instructor believes the client's continued participation will be disruptive to the overall trip experience, to the other clients and/or to the instructor. If a client is denied participation in a trip after the trip start date, then the client will forfeit all monies paid.

## **12. Itineraries**

The itinerary listed for each trip represents a general plan for that trip (including the day-by-day schedule of activities). However, you acknowledge and accept that circumstances may arise which result in changes to the listed itinerary. These changes may include, without limitation, delays and/or partial or complete changes in the following: the itinerary, trip leaders/instructors, frequency of yoga/pilates sessions, quality or location of lodging, modes or quality of transportation, etc. You understand and agree that: (i) Kate Green Pilates and/or its designees may make last-minute or on-site decisions to address changed circumstances, (ii) Kate Green Pilates does not guarantee conformity with any itineraries that have been published or furnished to you or any other clients, and (iii) Kate Green Pilates reserves the right to change the itinerary with or without notice to you. Furthermore, all instruction/classes will be provided in the manner determined by each individual instructor, in his/her discretion, and will follow that instructor's individual style.

## **13. Travel Insurance**

Kate Green Pilates strongly advises all clients to purchase travel insurance in connection with all bookings due to unforeseen circumstances. Moreover, for certain trips, travel insurance is required/mandatory. Kate Green Pilates will always focus on health and safety, however, we are not liable for any expenses, changes to the itinerary or medical expenses; costs associated with cancellations and/or delays are the traveler's responsibility. While the coverage provided by travel insurance varies based on the policy you purchase, as a general rule, this type of insurance may provide coverage for a variety of losses which a client may incur relating to a booking, including losses relating to trip cancellation, illness, injury, theft, lost or damaged property, etc.

Be aware that, except for the limited refund rights outlined in Sections 9, 10 and 11 above for various cancellation scenarios, each client is 100% responsible for any losses, penalties, fees or other financial consequences arising out of any booking or trip, or the cancellation or interruption of any booking or trip (including, by way of example, costs related to airline tickets and fees, passport fees, visa fees, medical expenses, etc.). Please note that the majority of our trip cancellations are based on circumstances outside of the actual traveler's control, occurring for example within their close families or professional field. For all of these reasons, we urge you strongly to purchase travel insurance promptly following booking.

#### **14. Photos and Marketing**

With respect to still photos and/or video footage from the trip which include(s) your image and/or name, you irrevocably grant us the right to use those photos and/or footage for marketing and promotional purposes (including, without limitation, on our website, in advertisements, marketing materials and/or on our social media platforms), on a royalty-free basis, throughout the world and in perpetuity.

With respect to any still photos and/or video footage from the trip which were shot by you and posted on Facebook, Instagram, X (formerly Twitter) or any other social media platform, you irrevocably grant us the right to re-post those photos and/or footage on Facebook, Instagram, X (formerly Twitter) or any other such social media platform, on a royalty-free basis, throughout the world and in perpetuity. We will use good faith efforts to credit you as the source of any such photos or footage that we re-post; but our failure to do so will not be a breach of these Traveler Terms + Conditions or invalidate the foregoing grant of rights. If you notify us of our failure to credit you, we will remedy that failure as promptly as practicable, in a reasonable manner (which may include the addition of credit, or the take-down of the applicable photo or footage), following receipt of your notice.

#### **15. Immunizations and Travel Advisories/Warnings**

Each client 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). Each client also assumes full responsibility for researching the safety and security conditions in the applicable country(ies) and/or region(s) during the period of scheduled travel, and being aware of any applicable travel advisories and/or warnings. Clients may also wish to consult a physician who is

knowledgeable about travel medicine and related medical issues in the country(ies) and/or region(s) to be visited.

## **16. Health Certification**

By booking a trip with Kate Green Pilates, you confirm that you are mobile and in good general health, and capable of performing the activities contemplated for the trip you have booked. You also confirm that you are capable of caring for yourself during the trip, and that you will not impede the progress of the trip or the enjoyment of other travelers. You also confirm that you have not been recently treated for, nor are you aware of, any medical condition, infirmity or disability (whether physical or mental) that would create an unreasonable risk to yourself or others in connection with the trip.

Furthermore, you assert that you are in compliance with any additional vaccination requirements of the destination country(ise). 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 and to comply with all such requirements and laws. Rules can and do change quickly so continued education on local destination entry and travel requirements up to, and during your trip, is required on the part of the traveler.

## **17. Third Party Operators and Instructors are Independent Contractors**

Kate Green Pilates does not own, operate or control any person or entity that provides any goods or services for your trip ("Third Party Operators"), including any lodging facilities, airline, ground or water transportation, yoga studio, yoga instructor(s), instructors, tour operator, food service provider, etc. Rather, we contract with Third Party Operators to provide all goods and services for your trip; and you understand that all Third Party Operators are independent contractor(s), and not affiliates or employees of Kate Green Pilates. In selecting Third Party Operators, we do our 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 Kate Green Pilates, you understand and agree that Kate Green Pilates shall not have any responsibility or liability for any acts or omissions of any Third Party Operators in connection with your trip. Without limiting the foregoing, we will not be liable for any direct, indirect, consequential or incidental

damage, liability, injury, loss cost or expense you may incur (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.

## **18. Assumption of Risk**

Kate Green Pilates is dedicated to providing a safe environment for all clients who participate on our trips. However, you must take responsibility for your own behavior and safety. Furthermore, you understand and assume the risks and hazards inherent in travel. These risks and hazards may include, without limitation, delays, injury, illness, death or other unanticipated events, and may be caused by force majeure events, the negligence of Kate Green Pilates or other persons (including third party operators), the intentional and/or criminal conduct of others or other circumstances. Certain locations are remote and require additional travel time away from city centers and towns; as such, medical attention may not always be readily available or may be of inferior quality compared to what is available at home. Also, you may be visiting places where the political, cultural and geographical environment is very different than where you live, and in some cases, these differences may present increased risks and/or challenges. Certain locations will require third-party waivers to be signed.

The assumption of risk also include the likely presence of the virus that causes COVID-19, including variants (collectively "COVID-19"). COVID-19 infection rates may be higher and vaccination rates may be lower in trip destinations than your home state or country. Furthermore, the sophistication of available treatments, doctors and hospitals for the treatment of COVID-19 may be impaired. Laws, regulations, customs and policies related to COVID-19 in the destinations where you will travel may be different than your home country.

We use reasonably available information from the U.S. government, applicable foreign governments and reports from our contacts in planning each trip itinerary, and assessing the viability of each trip itinerary as the start date approaches. Some services provided in connection with the trip, including lodging, transportation, food service and local tours and activities are obtained from independent suppliers over whom Kate Green Pilates has no control. It is your responsibility to acquaint yourself with all available and relevant travel information for your destination and the nature of your itinerary. You acknowledge and agree that your decision to travel is made after having considered this information, and you expressly assume the personal risks involved with such travel.

## **19. Limitation of Liability and Release**

You acknowledge and agree that Kate Green Pilates and its parent, affiliates, subsidiaries, officers, directors, shareholders, members, employees, successors and assigns (collectively, the "KGP Parties") shall not be liable for any direct, indirect, consequential or incidental damage, liability, injury, loss, cost or expense you may incur (including any claim relating to personal injury, illness, death, property damage or loss, delay or other inconvenience) arising out of or by reason of (i) the acts or omissions of any Third Party Operator or (ii) the negligence of any of the Kate Green Pilates Parties or (iii) any acts or omissions of any other parties or (iv) force majeure events.

You release the Kate Green Pilates Parties from any and all claims, liabilities, losses, expenses, damages, demands, actions, causes of action, lawsuits or sums of money of any kind arising out of, by reason of, resulting from and/or related to any trip you may book and/or participate in; and you understand and acknowledge that you are fully responsible for and expressly assume any and all risks, whether known or unknown, in connection therewith.

## **20. 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.

## **21. Arbitration**

You agree that any dispute relating to your booking, the Traveler Terms & Conditions, the Agreement or any other issues relating to your trip (including any claim you may wish to assert relating to or arising out of your trip) shall be referred to confidential and binding arbitration in Crown Point, Indiana, 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 Lake County, Indiana. 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 Traveler Terms + Conditions) shall be governed by the laws of the State of Indiana applicable to contracts entered into and to be wholly performed therein (without giving effect to any conflict of laws principles under Indiana law).

## **23. Updating of Terms + Conditions**

Kate Green Pilates reserves the right to update and/or alter these Terms + Conditions at any time. Current information can always be found on [www.kategreenpilates.com](http://www.kategreenpilates.com) and any updates and/or changes will supercede any previous versions.

**By booking a trip with Kate Green Pilates, you acknowledge that you have read and understand the Terms & Conditions outlined above, and agree to be bound by those Terms + Conditions.**