

Terms and Conditions

Last Revised on March 23, 2024

In the text that follows, the terms “Camino Yoga Retreats”, “we”, “us” and “our” refer to Wandering Yogi, LLC and Lotus Cove Yoga, LLC, specialized companies offering guided, custom tours of Spain. The terms “you”, “your” and “traveler” refer to the person booking travel with us and each of the persons in their group booking.

CONTRACT

We draw your attention to the terms and conditions of travel below. These terms and conditions including our Terms of Use, Tour Participant Agreement, and the terms and conditions of our suppliers form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these terms and conditions (raising any questions you may have with us). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree to them.

If you are making a booking for a group of travelers, you are responsible for sharing these Terms and Conditions with all members of the group and you are financially responsible for the booking. We will not be liable for your failure to share these Terms and Conditions with all travelers in your group. You represent and warrant that (a) you are of sufficient age to use our services and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you and the members of your group (if any) is true and correct.

VIOLATIONS BY YOU

You agree that any violation of these terms and conditions may result in (a) the cancellation of your booking or purchase, (b) your forfeiture of any monies paid for your booking or purchase, and (c) you are being denied access to the applicable travel related product or service.

CHANGES TO THESE TERMS AND CONDITIONS

The term "Website" refers to our website located at the url <https://caminoyogaretreats.com> including all pages in that domain. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes on our website at <https://caminoyogaretreats.com> which will be effective immediately on posting. If we make material changes, we will notify you. It is your responsibility to check our website periodically for changes. Your continued use of our services, including continuing to use and maintain any booking following the posting of any changes to the Terms and Conditions, constitutes your consent to these changes.

DISPUTES

We are committed to excellence in dealing with our customers so we will try to address your concerns in case any problems arise. You agree to give us the opportunity to resolve any dispute related to the Website, our customer service agents or our products and services ("Claims") by contacting us at (508) 680-2474 or (617) 922-2697. Claims related to an already completed tour should be submitted within 30 days of the tour completion date so that we may investigate them promptly. If we are unable to resolve your Claims within 30 days of your submission you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert a Claim on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms of Use as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have an arbitration conducted by telephone, based on written submissions, or at a location in Plymouth County, Massachusetts.

To begin an arbitration proceeding, you must send a letter requesting arbitration and

describing your Claims to “Wandering Yogi LLC - Claims Department” at Wandering Yogi LLC, 17 Walking Stick, Plymouth, MA 02360, and “Lotus Cove Yoga LLC – Claims Department” at Lotus Cove Yoga LLC, 219 Waterway, Mashpee, MA 02649. If we request arbitration against you, we will give you notice at the email address or street address you have provided through the site. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

CLASS ACTION WAIVER

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

GOVERNING LAW

The Terms and Conditions of this agreement shall be governed and construed under the laws of the Commonwealth of Massachusetts. Any claims against Wandering Yogi, LLC and Lotus Cove Yoga, LLC shall be brought in Plymouth County, Massachusetts or in the U.S. District of Massachusetts Court.

TYPES OF TOURS

1. **GUIDED TOURS:** Our Guided Tours depart only a limited number of times during the year on specific dates (fixed departure) that we advertise on our website and/or marketing materials. These Guided Tours are designed for individual travelers that want to meet new people and travel with the comfort and convenience that comes with being part of a guided group. It is a fantastic way to make your tour experience even more memorable.
2. **CUSTOM TOURS:** Custom Tours offer the ultimate flexibility as both itinerary and services are adapted to your specific individual or group needs. Custom Tours will be priced upon request from you in a quote (“Quote”) and may have additional conditions reflected on the Quote, including minimum group size, different payment schedule and/or cancellation fees than our published Guided and Self-guided Tours. Quotes are valid for 10 business days from the date they are issued unless specified differently on your Quote and space is subject to availability.

WHAT IS INCLUDED IN YOUR TOUR

All tours are LAND ONLY tours. They do NOT include airfare and do NOT include transportation to the starting point or from the end point of your tour.

3. **GUIDED TOURS:** Guided Tours include the following:
 - **ACCOMMODATION.** Private accommodation with ensuite bathrooms are included. At the time of booking, you will choose to either share a double room with another traveler in your booking or request a single room instead. Single rooms are extremely limited and subject to a single supplement fee. Double rooms have two (2) twin beds in them. You may request one double bed instead of the two twin beds at no extra cost and we will try to accommodate wherever possible, but this request is not guaranteed as double beds are not available in all locations. Accommodations shown on the Website and promotional materials are representative of what is available on the tours. Due to changing availability and seasonal effects, your specific accommodations will be confirmed in your final travel documents. If a change becomes necessary for any reason, the accommodation substituted will be reasonably equivalent to those shown.
 - **MEALS.** Daily breakfast is included.
 - **TRANSFERS ON ITINERARY.** All transfers specifically labeled as “included” on your itinerary are included on your tour. Please review your itinerary to confirm the transfers included.
 - **OTHER INCLUSIONS.** In addition to the items listed above, your tour may include other items/activities, see your itinerary for specifics, i.e. yoga. We also include a welcome packet with maps and directions, 24/7 Emergency Support by phone and a Pilgrim’s credential.
 - **ADDITIONAL MEALS:** In addition to daily breakfast, 3-course dinners will be provided, *please see your itinerary for the specified number of dinners.*
 - **GUIDE.** Two guides will accompany your group to help you along the way. All guides are available to respond to your needs on the spot. They will share their insights on the Camino and be your point of contact for all your tour-related needs.

4. **CUSTOM TOURS.** Custom Tours are based on the specific details for your carefully curated itinerary and are personalized to include only the services you request, which may be a combination of the services available for Guided Tours, and Optional Services (see below). The services included in your Custom Tour will be exclusively those listed as included in your Quote.

OPTIONAL SERVICES

BAGGAGE TRANSFER. You may have the option to bring on tour one (1) bag not to exceed 44 lbs. (20Kg), which will be transported for you daily between your accommodations on each walking stage of the tour. Bags over the weight limit will not be accepted. If your bag exceeds the weight limit, you will have to transfer the excess to a second bag (not included, see Optional Services).

TRANSFERS DURING A TOUR. Our tour itineraries have you walk from your accommodation in one town to the next accommodation in a neighboring town every day. For travelers that wish to walk less distance than the one between accommodations each day, we offer transfers to and from intermediate villages along the trail. These transfers can be added to your itinerary as part of a Custom Tour.

BOOKING AND PAYING FOR A TOUR

Guided Tours with a fixed itinerary, inclusions and price advertised on our website can be booked directly through our website or through our customer service agents. For Custom Tours, you must send us a booking request specifying the type of itinerary and included services that you would like us to provide. Upon receipt of your booking request, we will provide you with a Quote that includes an itinerary for your travel, listing the items included in your Custom Tour. You will be asked to review your Quote in detail upon receipt. By accepting your Quote, you are confirming that the itinerary and inclusions in it are an accurate reflection of your booking request, and you are authorizing us to book the Custom Tour for you.

Independently of the type of tour you wish to book, a deposit ("Deposit") at the time of booking is required to formalize each booking request. The amount of the Deposit may vary for each tour and will be provided to you before you submit your booking request. Upon payment of your Deposit, we will verify availability and will attempt to confirm your booking. If there is no availability for your dates, your booking request will be declined, and your Deposit will be returned to you. If there is availability, your booking will be confirmed by us.

After your booking is confirmed, you will receive your itinerary, an invoice and other important travel information. The invoice will contain a breakdown of the elements of your booking and will have your Deposit applied towards your balance. Invoices must be paid in full no later than 90 days before your tour start date. If you are making a booking for a tour within 90 days of the tour start date you must pay the full balance at the time of booking. If full payment is not received when due, we reserve the right to consider your booking cancelled. In such a case, this would be considered a cancellation by you and cancellation fees will apply as described in the Cancellation Policy section below. Once payment in full for your trip is processed, you will receive a receipt. Please review all documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible of any errors.

All travelers in your booking must sign the Retreat Participation Agreement no later than 60 days before your tour start date. If any of the travelers in your booking have not signed by this date, we reserve the right to consider your booking cancelled. In such a case, your booking will be considered cancelled by you, and cancellation fees will apply as per the Cancellation Policy. The Retreat Participation Agreement can be found at <https://www.caminoyogaretreats.com/participation-agreement>

RIGHT TO LIMIT SALES AND PARTICIPATION

We reserve the right to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to refuse any order or booking that you place with us. We also reserve the right to decline to accept or retain you as a participant in any of our tours if we deem, in our sole discretion, that accepting or retaining you would be detrimental to the tour.

PAYMENT METHODS

We accept major credit cards, cashier checks, personal checks, ACH transfers and Wire Transfers for payment. A non-refundable \$30 fee will be charged for all returned payments.

CREDIT CARD PAYMENTS

While we do accept major credit cards including Visa, Mastercard, and American Express, travelers must provide to us a click or signed authorization for every transaction. Your authorization is an agreement with us to charge your card and an acknowledgement and agreement to these Terms and Conditions including the Cancellation Policy.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask that you first call us to discuss any questions or concerns about our charges. We will work with you to resolve your concerns. Wandering Yogi LLC and/or Lotus Cove Yoga LLC retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. With respect to any chargeback related to a Self-Guided or Custom Tour, Wandering Yogi LLC and/or Lotus Cove Yoga LLC shall be entitled to assume that you completed your tour. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel booking related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any of the following chargebacks:

- Chargebacks resulting from non-cancellable bookings, whether the booking is used or not.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Wandering Yogi, LLC and Lotus Cove Yoga, LLC or a Supplier.
- Chargebacks for charges resulting from Cancellation fees resulting from our application of the Cancellation policy.

PRICE AND RATE CHANGES

Tour Prices advertised on our website and promotional materials are per person and based on double occupancy, unless indicated otherwise. All prices we advertise are accurate as of the date of publication, but we reserve the right to change any of those prices from time to time. Prices include local taxes that are estimated at the date of publication. We reserve the right to make changes to and correct errors in advertised

prices at any time before your trip is confirmed. We will advise you of any errors of which we are aware and of the applicable price at the time of booking.

For Custom Tours, the price will be reflected on your Quote and will be based on known costs on the date we issue the Quote. For Custom Tours that involve group travel, the pricing reflected on the Quote is only valid for the specified group size. If a group does not reach the size quoted, the price will be adjusted accordingly on your invoice. After full and final payment your price is locked in.

EXCLUSIONS

Any items, services and matters not referred to in your itinerary specifically as “included” are not included in the price. These include, but is not limited to, items such as checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; gratuities if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the holiday/vacation whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

DISCOUNTS AND PROMOTIONS

Discounts and promotions may be subject to specific terms and conditions published together with them, such as a different payment schedule and/or cancellation fees. By booking at the discounted or promotional price, you agree to those specific terms.

CHANGING YOUR TOUR BOOKING

Tour participation is not transferable. You may not assign your booking to another traveler. You can request to reschedule your Tour booking once for a later departure date during the same calendar year (subject to availability), provided that you send us a booking change request at least 90 days before your current tour departure date.

You may request to reschedule Airport and Inter-city Transfers by sending a booking change request no later than 72 hours before your scheduled pick-up time.

Booking change requests must be submitted in writing by email or certified mail. The booking change request date is the date we acknowledge receipt of your email or your mail postmark, respectively.

Booking change requests are not subject to a fee, but are subject to availability of the new dates and services requested and your acceptance of the price for the change to the new dates and services. If there is no availability or you choose not to accept this new price, your booking change request will be denied.

Booking change requests outside the scenarios discussed in this section will be denied. If your booking change request is denied and you are unable or unwilling to travel on your already booked tour dates, you will have to request to cancel your booking.

Booking cancellation requests are not considered booking change requests and are subject to the cancellation fees shown in the Cancellation Policy section.

ITINERARY CHANGES

The itinerary provided represents what we have planned for your tour, but it is subject to confirmation and changes in local schedules. We commit to making our best effort so that itineraries are followed as planned. However, it is possible that traffic conditions, weather, holidays, facilities opening hours, construction or circumstances outside our control interfere with the regular schedule, causing itineraries to be modified. We reserve the right to modify the itinerary at our sole discretion and you will not be entitled to compensation for these changes. We are not responsible for costs or fees you incur due to itinerary changes caused by changes in an airline's schedule or other elements outside our control.

CANCELLATION POLICY

Wandering Yogi LLC and Lotus Cove LLC's cancellation policy is in effect upon your first payment toward any tour. Cancellation requests must be submitted in writing by email or certified mail and are effective on the date your email was acknowledged as received by us or your mail postmark, respectively. Cancellations are subject to cancellation fees based on the date your cancellation is effective. Cancellation fees for Tours are shown in the respective sections below and are expressed as a percentage of the total price of the tour you purchased.

Cancellation fees for Guided Tours:

- Deposits are non-refundable, **RESCHEDULE FOR FREE:** up to 100 days before retreat start date.
- Between 90 and 45 days before departure = 30%
- Between 44 and 30 days before departure = 40%
- Between 29 and 10 days before departure = 70%
- Less than 10 days before departure = 100%

Cancellation fees for Custom Tours are equal to those for Guided Tours above, unless specified differently on your Quote.

No shows. If you do not show up for your first hotel night, you will be considered to have cancelled your trip and you will forfeit all your payments. Your bookings will be cancelled and cannot be reinstated.

We are not able to waive cancellation fees for any reason.

Cancellation by us

We reserve the right to cancel any Guided Tour because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. **In case of inadequate enrollment, we will notify you of your tour's cancellation at least 90 days prior to your tour departure date.**

If we cancel a Guided Tour, our liability is limited to a full refund of your payments to us. If a Tour in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour. If we cancel a Guided tour, we will not be liable for losses or fees that you may incur by having to reschedule or cancel travel arrangements that you purchased outside the tour itself, such as fees, travel insurance, airline or other transportation tickets. For this reason, **we strongly recommend that you wait until 90 days before your Guided Tour departure date to buy your airline tickets and making other related travel arrangements.**

For Custom Tours, when a booked tour price is contingent on a minimum number of tour participants as specified in the Quote, cancellation by one or more travelers may cause an adjustment to the remaining traveler's tour price based on the prevailing rate available at the time of cancellation. In addition, Wandering Yogi, LLC and Lotus Cove Yoga, LLC has sole discretion to cancel the tour if the minimum tour participant requirement is not met. If the minimum participant requirement is not met due to your request to remove one or more participants, and the tour is cancelled, you will be subject to the cancellation fees for Custom Tours shown above.

TRAVEL INSURANCE

Travel insurance is included in some of our retreats. Please reference your itinerary for details. If travel insurance is included it does not include cancellation insurance.

Wandering Yogi, LLC and Lotus Cove Yoga, LLC are not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans.

Wandering Yogi, LLC and Lotus Cove Yoga, LLC cannot evaluate the adequacy of the

prospective insured's existing insurance coverage. If you have any questions about your travel protection, please call your insurer or insurance agent or broker. We are happy to provide you with a copy of the travel insurance policy for review.

DESTINATIONS AND DOCUMENTATION

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports, visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements including inoculations are met. You must consult the relevant Embassy or Consulate for this information before booking and departure, as requirements may change. Your name on your travel documents must match exactly the name shown on your airline tickets and booking. U.S. citizens traveling to any destination outside of the United States will be required to present a valid U.S. passport. Wandering Yogi, LLC and Lotus Cove Yoga, LLC strongly recommend that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA citizens may require additional documentation.

Travelers that are under 18 years old on the departure date must be accompanied by an adult. Customs and Border Patrol (CBP) in the US, and foreign border officials may require custody documents or written consent from the other parent (if one parent is traveling) or both parents if he is traveling with someone else. You are responsible for checking with CBP and the embassy of your foreign destination before traveling to see what you may need.

We expressly deny any responsibility for any losses incurred if you are refused boarding onto a flight or entry into any country due to your failure to carry the correct and adequate travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Travel to certain destinations may involve greater risk than others. We urge customers to review travel prohibitions, warnings and advisories issued by the relevant governments prior to booking travel to international destinations. In the US, we recommend contacting the Travel Warnings Section of the State Department at (202) 647-5225 or www.travel.state.gov. For medical information and health advisories related to travel we recommend contacting the Centers for Disease Control (CDC) at (877) FYI-TRIP or www.cdc.gov/travel. We cannot change our Cancellation Policy or Terms and Conditions based on warnings or advisories from government agencies, or the occurrence of any terror, health or other incident in one or more of the places that

this tour is scheduled to visit. Cancellation fees will remain in effect under these scenarios.

In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID-19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. It is your responsibility to be aware of any and all requirements for admittance to a country or state, including COVID-19 requirements. Should you choose to travel to a country that has been issued a travel warning or advisory, Wandering Yogi, LLC and Lotus Cove Yoga, LLC will not be liable for damages or losses that result from travel to such destinations.

Recommended inoculations for travel may change and you should consult your practitioner 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. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge that any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss flight(s), and/or your tour. Wandering Yogi, LLC and Lotus Cove Yoga, LLC bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your booking related to improper documentation or government decisions about entry.

HEALTH AND FITNESS

Our tours are active tours and require that you are in good health and good physical condition. You will be walking for several hours each day for several days, so you should discuss with your doctor to see if the tour you have chosen is appropriate for you.

Travelers with Special Medical Conditions or Disabilities: Our walking tours are likely to be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our tours. Prior to booking you must advise us in writing of any physical, emotional, or mental condition which may require special assistance/ equipment or professional attention during the tour, so that we can assist you in considering the suitability of the arrangements and/or in making the booking. If you fail to disclose any such conditions and we find out on our own, we may refuse to allow you to participate in the tour and you will not be entitled to a refund. If you have a special condition or disability, you must bring and be responsible for all necessary items related to your condition, including bringing a paying capable

companion traveler willing to assist you. If any such condition arises after the trip is booked, you must advise us in writing immediately. Failure to advise us shall release us from any liability related to such condition.

Our tours involve international travel to foreign countries that have different accessibility standards than those required by United States law. Transportation services and lodging are operated by Suppliers and may not be compliant with accessibility standards such as the Americans with Disabilities Act (ADA). Facilities to accommodate travelers with special needs are lacking in the rural environments where our tours take place. For these reasons, we regret that we cannot provide individual assistance to travelers with mobility challenges or that are not completely independent on their own. Wandering Yogi, LLC and Lotus Cove Yoga, LLC will communicate requests to Suppliers but cannot be responsible if ADA accommodations are not available. Any accommodation provided will be at the sole expense of the traveler requiring the accommodation. Wandering Yogi, LLC and Lotus Cove Yoga, LLC assume no responsibility for your inability to participate in the tour or provide any refunds for non-participation in any part of the tour.

USE OF PERSONAL INFORMATION

Your submission of personal information is governed by our Privacy Policy. You can access our Privacy Policy at the following url: <https://caminoyogaretreats.com/privacy>

PHOTOGRAPHY and VIDEO

You agree to grant us (and any third parties with whom we may engage in joint marketing) a worldwide, royalty-free, fully paid-up license to use photographs and video of you obtained during the tour by us, solely for our promotional and/or commercial purposes in printed and electronic media. You release Wandering Yogi and Lotus Cove Yoga, its representatives, from any liability in connection with any use of such photographs and/or video.

LIMITATION OF LIABILITY

Wandering Yogi LLC and Lotus Cove Yoga LLC, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to our Tours. Wandering Yogi LLC and Lotus Cove LLC are independent contractors and are not an employee, agent, or representative of any of these suppliers. Wandering Yogi LLC and Lotus Cove LLC do not own, manage, operate, supervise, or control any transportation, vehicle, airplane,

hotel or restaurants, or any other entity that supplies services related to your tour. Carriers, hotels, and other suppliers providing travel or other services as part of the tours are independent contractors and not agents or employees of Wandering Yogi LLC and/or Lotus Cove Yoga LLC. Therefore, Wandering Yogi LLC and Lotus Cove Yoga LLC, expressly disclaims any and all liability for any personal injury, death, property damage, loss of baggage, accident, delay or irregularity, any claim for special or consequential damages, or any other loss that may be occasioned by the acts and/or omissions, whether negligent, wrongful or intentional of any such supplier including but not exclusively air carriers, hotels/motels or other lodging operators, railroad operators, bus operators, public transportation companies, sea carriers, local sightseeing companies, tour operators, tour directors ("Guides") and any employees thereof that are not under the direct supervision and control of Wandering Yogi LLC and Lotus Cove LLC when engaged in conveying the traveler or in carrying out the arrangements of the tour, or otherwise in connection therewith. Group administrators and tour directors also expressly disclaim any liability for the acts and/or omissions of any of the above entities or individuals not directly under their supervision or control. We also expressly disclaim liability for a supplier's failure to perform, intent to cancel or for supplier bankruptcy or insolvency. Be advised that the liability of carriers, hotels and accommodation providers is also limited by law, and you may want to consider purchasing Travel protection to protect yourself against any losses of injuries suffered as a result of their acts or omissions.

Wandering Yogi LLC and Lotus Cove Yoga LLC assume no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Wandering Yogi LLC and Lotus Cove Yoga LLC that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by Wandering Yogi LLC and Lotus Cove Yoga LLC.

Wandering Yogi LLC and Lotus Cove Yoga LLC likewise disclaims any liability for statements, actions, inactions of any intermediary agents such as group administrators, tour directors, travel agents or any other intermediary involved with the selling, promotion and operation of the Tours.

Wandering Yogi LLC and Lotus Cove Yoga LLC disclaims all liability for errors related to the information about air, hotel, car, tours and all other travel products and services on the Website, brochures and any other promotional information and documentation including, without limitation, the pricing, and descriptions of the products. We reserve the right to correct any errors on our website, brochures, promotional documentation, and existing bookings at any time, without notice and at our sole discretion. Should we find a pricing error on an existing booking of yours, you will be given the opportunity to cancel it without penalty before we update it to reflect the correct price.

In no case shall Wandering Yogi, LLC and/or Lotus Cove Yoga, LLC, our members, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website or any of the service or products procured through the Website, or for any other claim related in any way to your use of the Website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website or any content (or product) posted, transmitted, or otherwise made available via the Website or our promotional documentation, even if advised of their possibility.

If despite the limitation in this section, Wandering Yogi, LLC and/or Lotus Cove Yoga, LLC or our suppliers are found liable for any loss or damage arising from the above causes, then the liability of Wandering Yogi, LLC and Lotus Cove Yoga, LLC and/or our suppliers will in no event exceed in the aggregate the greater of (a) the fees you paid to Wandering Yogi in connection with the products and services or (b) One Hundred Dollars (US\$100.00).

COVID 19 RELEASE OF LIABILITY

By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the

time you book your tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by Wandering Yogi. You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to be vaccinated. You are responsible for understanding these requirements and must not rely on Wandering Yogi LLC and Lotus Cove Yoga LLC to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID-19, Wandering Yogi has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Wandering Yogi LLC and Lotus Cove Yoga LLC shall not be liable to any losses howsoever arising.

You, for yourself and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (“Releasors”), HEREBY RELEASE, AND HOLD HARMLESS Wandering Yogi LLC and Lotus Cove Yoga LLC, its members, officers, agents, and/or employees, suppliers, and other tour members (“Releasees”), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

ASSUMPTION OF RISK / WAIVER

You are aware that travel in in other nations is not like travel in the United States. Travel in more remote areas of the world, such as the areas as where our Tours take place, involve inherent risks. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicle collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other

travelers, Wandering Yogi and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical exertion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

You understand that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or even death. In order to book travel with us and participate in our Tours, you are willing to accept the risks and uncertainty involved as an integral part of travel, including the risk of infection, illness and death. Understanding the risks described in this document, you agree, and your family, heirs, and legal representatives hereby accept, to assume full responsibility for any and all risks and agree to and shall hold harmless and fully release Wandering Yogi from any and all claims associated with the trip, including, but not limited to any claims arising in any way from any injury, death, loss or harm (whether foreseen or unforeseen) third-party negligence and/or the negligence of Wandering Yogi, that occur to you or to any other person or to property during a Tour or are in any way related to a Tour. You hereby covenant not to sue Wandering Yogi LLC and Lotus Cove Yoga LLC for any such claims or join any lawsuit or action against Wandering Yogi LLC and Lotus Cove Yoga LLC. This agreement also binds your heirs, family, legal representatives, and assigns.

You agree that this release shall be legally binding upon you personally, all members of your family and all minors traveling with you, your and their heirs, successors, assigns, and legal representatives, as it is your intention to fully assume all the risks associated with this Tour and to release Wandering Yogi LLC and Lotus Cove Yoga LLC, their agents, employees, managers, members, suppliers, operators from any and all liabilities to the maximum extent permitted by law. The terms of this ASSUMPTION OF RISK / WAIVER section shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Wandering Yogi, LLC and Lotus Cove Yoga, LLC and our subsidiaries, affiliates, partners, officers, members, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any expenses, losses, liabilities, damages, judgments, settlements and

costs involved with or incurred by Wandering Yogi LLC and Lotus Cove Yoga LLC (including without limitation reasonable attorney's fees and the advancement of same) with respect to any claims, lawsuits, arbitrations or other causes of action which result, directly or indirectly from (i) your breach or violation, or threatened breach or violation, of this agreement and (ii) any damages caused by you while participating in a tour.

SEVERABILITY

In the event that any provision of this Agreement is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement. Such a determination shall not affect the validity and right to enforce any of the remaining provisions.

ENTIRE AGREEMENT

These Terms and Conditions, together with the Tour Participation Agreement and the Terms of Use constitute the entire agreement and understanding between you and Wandering Yogi, LLC and Lotus Cove Yoga, LLC, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us, including, but not limited to, any prior versions of these Terms and Conditions. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial, arbitration or any other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.