

CAMINO YOGA RETREATS

Terms and Conditions

This document outlines the Terms and Conditions (the "Terms") for all retreats organized by Wandering Yogi, LLC d/b/a Camino Yoga Retreats ("Camino Yoga Retreats," "we," "us"). These Terms govern the commercial and business relationship between you (the "Participant," "you") and Camino Yoga Retreats.

1. The Complete Agreement

These Terms, together with the Retreat Participation Agreement, our Privacy Policy, and the official Retreat Description webpage for your chosen retreat, form the entire legally binding contract between you and Camino Yoga Retreats. The specific details of your Retreat, including the final price, payment schedule, and itinerary, are set forth in the Retreat Description webpage. That Retreat Description, as it exists at the time of your booking, is hereby incorporated by reference into these Terms. In the event of a direct conflict between these Terms and the Retreat Description, these Terms shall control.

2. Types of Retreats

2.1. Guided Retreats: Our guided Retreats depart on specific, fixed dates as advertised. They are designed for individual travelers wishing to travel with a group.

2.2. Custom Retreats: Custom Retreats offer a flexible itinerary and services adapted to your specific needs. Custom Retreats are priced via a formal quote ("Quote") which is valid for 10 business days unless specified otherwise. A Quote may include additional conditions, such as a minimum group size or a different payment and cancellation schedule than our standard Guided Retreats. The services included in your custom Retreat will be exclusively those listed in your Quote.

3. Inclusions and Optional Services

3.1. Land Only Retreats: All Retreats are "Land Only." The price does not include airfare or any transportation to the Retreat's starting point or from its ending point.

3.2. Inclusions for Guided Retreats: Unless otherwise specified in the Retreat Description, Guided Retreats include:

- **Accommodation:** shared accommodation with bathrooms. Single rooms are limited and subject to a single supplement fee. Double rooms typically have two twin beds; requests for one double bed are subject to availability and not guaranteed.

Accommodations shown in promotional materials are representative only; the final lodging will be confirmed in your travel documents and will be of a reasonably equivalent standard if a change is necessary.

- **Meals:** Daily breakfast and a specified number of dinners as detailed in your itinerary.
- **Transfers:** All ground transfers specifically listed as "included" in your itinerary.
- **Guides:** Two guides to accompany the group.
- **Baggage Transfer – Walking/Camino Retreats Only:** Transport of one (1) bag, not to exceed 37 lbs. / 16.7Kg, (or as designated by the transporter), transported for you daily between accommodations. Bags over the weight limit will be refused. Provider is under no duty or obligation to find alternate transportation for overweight bags, and you will be solely responsible for any additional fees that may apply. Any modifications to the weight limit will be set forth in the Retreat description or itinerary.
- **Miscellaneous:** Emergency phone support, a Pilgrim's credential (where available), and any other activities (e.g., yoga, meditation) specified in your itinerary.

3.3. What's Not Included (Exclusions). Your Retreat price includes only those items specified as "included" in your official itinerary and Retreat Description. Unless explicitly listed, the following are not included: airfare; transportation to the Retreat's starting point or from its ending point; passport and visa fees; trip cancellation insurance; travel insurance (medical); gratuities; most lunches and beverages; and any items of a personal nature such as laundry or phone calls. Furthermore, the Retreat price does not cover any costs you may incur if you leave the Retreat early for any reason, including expenses for your return journey home.

3.4. Optional Services – Fee Based: The following services are not included in the standard retreat price but may be available for purchase as part of a Custom Retreat or as an add-on if specified:

- **Intermediate Transfers:** For travelers on walking Retreats who wish to walk less distance, transfers to and from intermediate points along the trail may be available for purchase; restrictions and additional fees apply.

[4. Booking, Payments, and Pricing](#)

4.1. Deposit: To reserve your place, you must make a non-refundable deposit at the time of booking. The amount of the Deposit may vary for each retreat and will be provided to you before you submit your booking request.

4.2. Payment Plan: If you select a payment plan, the remaining balance is due in installments as specified on the Retreat Description page. It is your responsibility to make

payments by the due dates. Final payment must be paid in full no later than 90 days before your retreat start date.

4.3. Late or Missed Payments: If you fail to make any payment by its due date, we reserve the right to treat your booking as cancelled by you. In this event, the cancellation charges in Section 5.1 will apply.

4.4. Third-Party Payment Platform: All payments are processed through a secure third-party platform (currently WeTravel). You are subject to that provider's own terms and privacy policy. Camino Yoga Retreats is not liable for the performance, data security, or any errors of our third-party payment processor.

4.5. Credit Card Payments and Chargebacks. By making a payment to Camino Yoga Retreats, you agree to be bound by our Terms and Conditions, including our cancellation and refund policies. We understand that disputes can arise, and we encourage you to contact us directly to resolve any issues. However, you agree that you will not initiate a chargeback for any non-refundable fees (such as the initial deposit). You agree that we will assess cancellation fees for improper chargebacks and returned checks in accordance with our policy. In the event that you initiate an improper chargeback or your payment is returned, you agree to pay for all costs incurred by Camino Yoga Retreats to dispute the chargeback (or return), including a \$30 fee for all returned checks, a \$200 fee for all improper chargebacks, reasonable attorneys' fees, and the original amount of the reversed transaction.

4.6. Changes to Your Booking. Your booking is non-transferable and cannot be assigned to another person. You may, however, request to reschedule your Retreat once to a later date within one year of the start date of the cancelled Retreat, subject to availability. All such requests must be made in writing at least 100 days before your original departure date. While we do not charge a fee for this request, you will be responsible for any price difference for the new Retreat date. If your change request is denied due to a lack of availability or if you decline the new price, your only option is to either proceed with your original booking or cancel it in accordance with our cancellation policy.

4.7. Discounts and Promotions. From time to time, we may offer discounts and promotions for our retreats for which special terms and conditions may apply. If you register for any such retreat, you agree to the specific terms and conditions for promotional and discounted retreats, which may differ from our standard terms and conditions and policies.

[5. Cancellation and Refund Policy](#)

5.1. Cancellation by You: You must notify us in writing to cancel. The following terms and charges apply:

- Initial deposits are non-refundable under all circumstances (except if we cancel due to low enrolment or decline your booking).
- You may reschedule for free up to 100 days before the Retreat start date.
- Between 99 and 45 days before departure = 30% of Retreat price is non-refundable
- Between 44 and 30 days before departure = 40% of Retreat price is non-refundable
- Between 29 and 10 days before departure = 70% of Retreat price is non-refundable
- Less than 10 days before departure = 100% of Retreat price is non-refundable.

From time to time, in our sole discretion and on a case-by-case basis presenting unique circumstances, we may choose to offer a refund or credit all or part of an amount that is otherwise non-refundable under these Terms (for example, if we are able to fill your cancelled spot with another participant without incurring any losses). Any such accommodation is a one-time courtesy, is not guaranteed, is subject to a fee, and does not create an obligation to offer similar terms to you or any other participant in the future, nor does it modify these Terms.

5.2. Cancellation by Camino Yoga Retreats:

- **For Low Enrollment:** If we cancel a Retreat due to insufficient enrollment 90 days or more before the start date, we will provide a full refund of all monies paid to Camino Yoga Retreats or apply your deposit to another retreat of your choosing (depending on availability). We are not responsible for any incidental expenses you may have incurred (e.g., non-refundable flights) if we cancel a retreat for any reason at any time; for these reasons, we recommend that you purchase trip cancellation insurance at the time of your booking.
- **For Participant Unsuitability:** As detailed in the Participation Agreement, we reserve the right to review your health information after booking and cancel your registration if we determine the Retreat is not suitable for you. In this event, we will provide a full refund of all monies paid to Camino Yoga Retreats, including your deposit.

5.3. Force Majeure: If a Retreat is cancelled due to a Force Majeure Event (as defined in the Participation Agreement), no refunds are guaranteed, and we reserve the right to assess fees for any shortfalls in recovery from third parties. The remedies outlined in the Participation Agreement will apply.

6. Travel Insurance

As stated in the Participation Agreement, if we require that you independently obtain travel insurance, you are required to purchase and maintain comprehensive travel insurance for the entire duration of the Retreat according to the Retreat description specifications. We recommend that all participants obtain trip cancellation insurance to cover unforeseen cancellations.

7. Disclaimers and Disclosures

7.1. Website Accuracy: We endeavor to ensure all information on our website is accurate, but occasional errors may occur. We reserve the right to correct any pricing or descriptive errors. We are not required to honor an incorrect price and will offer you the option to pay the correct price or cancel for a full refund. All pricing and descriptions are subject to change.

7.2. No Guarantee of Outcomes: We make no guarantees about any specific personal, spiritual, emotional, or physical results you may experience.

7.3. Personal Property: You are solely responsible for your personal belongings. We are not liable for any loss, theft, or damage.

7.4. Compliance with Local Laws: You are responsible for adhering to all local laws and customs in the destination country.

7.5. Itinerary Modifications. The itinerary provided for your Retreat represents our intended plan, but it is subject to change. We reserve the right to modify the itinerary at our sole discretion due to local conditions, weather, safety concerns, or other circumstances beyond our control. We will make a commercially reasonable effort to provide a comparable substitute for any modified activity or accommodation. You are not entitled to a refund or compensation for such necessary changes, and Camino Yoga Retreats is not responsible for any additional costs you may incur as a result, such as fees related to airline schedule changes or other independent travel arrangements.

7.6. Travel Documents, Advisories, and Entry Requirements. You are solely responsible for securing and maintaining all necessary travel documents, including a valid passport (valid for at least six months beyond your retreat end date), visas, and any required health certificates or inoculations. We strongly urge you to review travel advisories and entry requirements issued by relevant government agencies, such as the U.S. State Department and Center for Disease Control. Camino Yoga Retreats is not liable for any losses you incur due to your failure to have proper and valid travel documentation, and no refunds will be issued if you are denied boarding or entry to a country. Furthermore, our cancellation policy

remains in full effect regardless of any government-issued travel advisories or warnings for your destination.

8. Dispute Resolution, Choice of Law, Venue, Time Limits, and Waiver of Class Actions

These Terms and Conditions, and any claim, dispute, or controversy arising out of or relating to these Terms, your use of our website or services, or our collection, use, or disclosure of your personal information (each, a “Dispute”), shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

- (e) **Mandatory Good-Faith Resolution Period.** Before commencing any lawsuit, the party asserting the Dispute shall provide the other party with written notice describing the nature of the Dispute. The parties shall then use good-faith efforts to resolve the Dispute for a period of thirty (30) days following receipt of the notice. Participation in this thirty (30) day resolution period is a condition precedent to filing suit.
- (e) **Small Claims Matters.** To the fullest extent permitted by law, if a Dispute falls within the jurisdictional limits of the small claims session of the District Court in Plymouth County, Massachusetts, such Dispute shall be brought exclusively in that small claims session. Each party irrevocably submits to the jurisdiction of that court and waives any objection based on improper venue.
- (e) **All Other Matters.** Any Dispute that does not fall within the small claims jurisdictional limit shall be brought, to the extent allowable by law, exclusively in the state courts of the Commonwealth of Massachusetts sitting in Plymouth County. You and Camino Yoga Retreats agree not to commence any such Dispute in any federal court, and each party irrevocably submits to the exclusive jurisdiction of the state courts located in Plymouth County, Massachusetts.
- (E) **Time Limit to Initiate Claims.** YOU AND CAMINO YOGA RETREATS AGREE THAT ANY AND ALL DISPUTES MUST BE COMMENCED IN THE APPROPRIATE FORUM, AS DESIGNATED HEREIN, WITHIN **ONE (1) YEAR** FROM THE DATE THE CLAIM AROSE. **ANY DISPUTE OR CLAIM FOR WHICH A LEGAL ACTION IS NOT COMMENCED WITHIN THIS ONE-YEAR PERIOD SHALL BE DEEMED WAIVED AND FOREVER BARRED.** THIS PROVISION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE MASSACHUSETTS LAW.
- (e) **Waiver of Class and Representative Actions.** YOU AND CAMINO YOGA RETREATS AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER SIMILAR PROCEEDING. YOU EXPLICITLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY SUCH ACTION.

9. Governing Agreements

All legal terms governing your participation, including Assumption of Risk, Limitation of Liability, Release & Waiver, and Dispute Resolution, are detailed in the Retreat Participation Agreement, which you must also read and sign to register for a retreat.

All travelers in your booking must sign the Retreat Participation Agreement and provide any further information required by Camino Yoga Retreats no later than 60 days before your Retreat start date. We reserve the right to consider your booking cancelled if you fail to complete this requirement, and cancellation fees will apply as per the Cancellation Policy.