**Waiver, release of liability and return policy**

Please read this release carefully. It is our intention to be as clear, transparent and comprehensive as possible. Once you read the entire Terms and Conditions, please sign your name (electronically) and check the box. By doing so, you are agreeing to our terms and conditions.

**Inherent Risks**

All possible activities and excursions on trips including but not limited to yoga, hiking, boating, city tours, water excursions, biking, and cooking may involve known and unanticipated risks that could result in serious physical or emotional injury or death.

**My Responsibilities**

I represent that I am qualified, in good health, and in proper physical condition to participate in the activities on the Yoga Retreat to Villa Gioianna. I am ultimately responsible for my own safety. If I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such situation to the group leader, or staff. I specifically acknowledge that decisions made by leaders in cities and wilderness settings, and that such decisions are made based on often imprecise, momentary, and subjective perceptions that are subject to errors in judgment and cannot and should not be associated with fault at a later time.

**Medical/Dietary Needs and Concerns**

I promise to notify trip staff of all of my medical and dietary needs prior to enrollment. I agree to bring any necessary medications and dietary supplements.

**Authorization to Act in Case of Emergency**

Maria and Dawn are in no way responsible for participant’s health during their stay at Villa Gioianna retreat. In case of emergency involving me, or my child if applicable, I understand that Maria and Dawn will make every effort to contact the individual listed as the emergency contact person. In the event that we. cannot reach this contact person, I hereby give permission to the medical provider Maria and Dawn select to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for me or my child as the case may be.

**Talent Release Agreement**

I hereby assign and grant the right and permission to use and publish the photographs, film, videotape, electronic representations, or sound recordings made of me or my child as the case may be at all activities, and I hereby release Dawn and Maria from any and all liability from such use and publication. I further authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, or distribution of such photographs, film, videotapes, electronic representations, or sound recordings without limitation at the discretion Dawn and Maria, and I specifically waive any right to any compensation I may have for the foregoing.

**Release and Waiver of Rights, Including for Claims of Negligence**

I, for myself and my heirs, assigns, personal representatives, and next of kin, hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Dawn De Marco and Maria DiSanti, and their respective successors, and, if applicable, owners and lessees of the premises on which any activity takes place (collectively the “Released”), from any and all claims, demands, or causes of action in any way connected with my participation in this activity or my use of equipment or facilities, including any such claims which alleged negligent acts or negligent rescue operations.

**Indemnity**

I further agree that if, despite this agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, losses, liability, damages, or other costs which any may incur as a result of such claim.

**Itinerary Changes**

Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of all participants, or because of known causes that could impede or be hazardous.

**Travel Changes and Fees**

Dawn De Marco and Maria DiSanti are not responsible for changes in participants’ travel plans. Such changes include, without limitation, medical issues, family matters, and changes to air travel because of mechanical issues, weather, or missing connections. If changes in plans result in ground transportation issues in any destination, we will NOT organize private transport, participants must pay the fees. In addition, extra fees may occur for travel in the case of special customized trips.

**Travel Insurance**

It is **highly recommend** all participants purchase travel insurance to cover their trip to any destination. You are, free to obtain travel insurance from any company you choose. Dawn and Maria cannot take responsibility for any events that may or may not occur that would include refunds of any kind.

**Uncontrollable or Unforeseen Acts**

With regard to travel to and from any destination and the conduct of activities while at any destination, Maria and Dawn. shall not be liable for any loss or damage to you resulting (i) from an act of God; (ii) from mobs, riots, or civil disturbances; (iii) from acts of war, aggression, or public enemies; (iv) from the staff, guides, during the trip; or (v) from strikes or other labor difficulties. It may not be possible to obtain such refunds, in which case your payments are non-refundable. You will have the option of canceling your participation in the trip. You may also agree to continue your participation in the trip as it may be modified as a result of such uncontrollable or unforeseen act. In addition, if you have purchased trip insurance Dawn and Maria shall not  be liable for any loss or damage to you resulting from the bankruptcy, insolvency, dissolution, liquidation, winding up, cessation of business, merger, placement into receivership, or business decisions (including denial of claims) of your insurer.

**Theft**

Dawn and Maria assume no responsibility for theft or loss of personal belongings for the duration of the trip at any location or involving any circumstance.

**Travel, Weather, or Other Natural Disasters**

Dawn and Maria do not take responsibility or offer discounts in the event of a power outage or an evacuation due to weather or natural disasters. We do not discount for travel delays or cancellations. Travel insurance is to cover those possible losses.

**Payment Policy**

- **Initial deposit of $600.00 is non-refundable is due by February 8, 2019**

- First depositors receive first choice of rooms based on room availability at time of deposit.

**Payment options:**

- Paid in full, **not including initial deposit**

Single occupancy $2850.00                                 due May 1, 2019

Double occupancy $2550.00                                due May 1, 2019

Or 3 payments of:

**Single occupancy:** **Double occupancy**:

$950.00 $850.00 due March 15, 2019

$950.00 $850.00 due April 26, 2019

$950.00 $850.00 due June 1, 2019

**Final payment is due on June 1, 2019**

**Cancellation Policy**

- In the event a participant needs to cancel, it is mandatory for the participant to notify Dawn and Maria as soon as possible.

 - 50% of payments are refundable up to **90 days** before departure date, **excluding initial deposit**

 - **89 days prior to departure date, payment is non-refundable**

- Full payment is refunded if the trip is cancelled due to low enrollment.

**Personal Capacity**

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I HAVE SIGNED IT FREELY AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, THE REMAINING TERMS SHALL CONTINUE IN FULL FORCE AND EFFECT.

 Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_