

Terms and Agreements Contract & Waiver for all The Elevated Camp: Joshua Tree 2021

Please take the time to understand the traveler's terms and conditions detailed below upon booking with Elevate the Globe, The Elevated Camp: Joshua Tree.

By paying a deposit (of a minimum of \$100) or paying in full, you are agreeing to these terms and conditions outlined below.

- 1. This booking is a contract.** When you book a retreat with Elevate the Globe you will be deemed to have agreed to the traveler's terms and conditions and the details regarding the trip as listed on our website - <https://elevatetheglobe.com/joshua-tree>. If you are booking the retreat for multiple people then all travelers in that booking will be deemed to have read and agreed to the traveler's terms and conditions.
- 2. Payment and Deposit.** In order to confirm a booking, you are required to either pay in full (which includes a non-refundable deposit of \$100), or pay via payment plan with a non-refundable deposit of \$100 towards the price of the trip. Full payment is due on or prior day before the retreat - June 9, 2021. We reserve the right to cancel your booking if the final payment is not paid on or before the due date.
- 3. Guest Cancellation Policy.** Guests must cancel more than 75 days in advance of the trip start date for a full refund, minus the non-refundable \$100 deposit for both pay in full and payment plans. If you book less than 75 days in advance of the trip, your payment is non-refundable.
- 4. Cancellation or Postponement by Elevate the Globe.** Elevate the Globe reserves the right to cancel any trip or part of the trip. In this event we will provide a complete refund (less any costs to Elevate the Globe which is not recoverable). If Elevate the Globe cancels a retreat for any reason, including Force Majeure, Elevate the Globe is not responsible for loss of funds in association with travel accommodations made by the guest. If Elevate the Globe postpones a retreat for any reason, including Force Majeure, and Elevate the Globe has incurred costs which are not recoverable, a credit will be given to guests
- 5. Passport, visas, and flights.** You are responsible to obtain all required travel documents for countries you will visit during our retreat. For many countries passports must be valid for at least 6 months beyond the duration of the trip. You are responsible for booking flights to the retreat if necessary. We are not responsible if you are refused entry into the country because of incorrect travel documents.
- 6. Travel Insurance.** Elevate the Globe strongly advises all guests to purchase "cancel for any reason" trip insurance. Each guest is 100% responsible for any loss, penalties, fees, or other financial consequences arising out of booking a trip or the cancellation of a trip.
- 7. Requests for a roommate.** If you are traveling with a friend and want to share a room, please email support@elevatetheglobe.com upon registration. If you are traveling solo and would like to book a Shared Cottage room we will match you with a roommate.
- 8. Extra activities & Schedule.** The Elevate the Globe, The Elevated Camp: Joshua Tree website page lists what is included and what is excluded in the price of your retreat. Optional activities are not included in the price and are not included in this agreement. Any assistance provided by a third party does not render us liable for them. The schedule, activities and any guest teachers may be subject to change.

9. **Discretion to deny bookings.** We reserve the right to reject any guest booking at any time prior to the start date if we believe the guest will be disruptive to the retreat. We will provide a full refund.

10. **Photos/Video Footage.** Any photos/video footage from the retreat which includes your image and/or name, will be granted as use for our marketing and promotional purposes on a royalty free basis.

11. **Health, Immunizations and Travel Warnings.** Each guest assumes full responsibility for researching the safety and security of countries that will be visited. Clients may visit a physician who is knowledgeable about travel and medicine to know what vaccines are recommended. By booking a trip with Elevate the Globe you confirm that you are in good health and capable of performing the activities for the trip you booked. You are also confirming that you are able to care for yourself during the trip and do not have any medical conditions that could create a risk for yourself or others during the trip.

12. **Assumption of Risk.** Elevate the Globe is dedicated to your safety on our trips however you must take responsibility for your own safety. You understand that you assume the risks and hazards inherent with 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 Elevate the Globe 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. 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. However, 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.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Elevate the Globe, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training.

13. **Limitation of Liability and Release.** You acknowledge and agree that Elevate the Globe and its parent, affiliates, subsidiaries, officers, directors, members, and employees, 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 Elevate the Globe Parties or (iii) any acts or omissions of any other parties or (iv) force majeure events. You release the Elevate the Globe 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.

14. 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.

15. Food Allergies and Allergies Notification, Acknowledgement, and Release of Liability. An environment free of allergens, including but not limited to food allergens, CANNOT be guaranteed on a Elevate the Globe retreat. Therefore, the released parties cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on Elevate the Globe retreats. The undersigned acknowledges and agrees that i) she/he is aware of such risks and that participation in the event will expose the participant to food, activities and persons that may result in exposure to allergens and injury and, in that regard and assuming such risks, the undersigned hereby fully releases and discharges the Released Parties from any and all liability and/or responsibility to the participant, the undersigned, or any third party for death and/or injuries to the participant, and/or any direct, indirect, punitive, incidental, or any damages that arise out of or relate to participant's participation in Elevate the Globe retreats and/or exposure to food allergens.

WAIVER

Release and Waiver of Liability

As consideration for being permitted by Elevate the Globe to participate in these activities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of Elevate the Globe, their affiliates, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in Elevate the Globe events.

I hereby release Elevate the Globe, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in Elevate the Globe trips.

I am medically, physically, emotionally and in all respects fit and able to participate in Elevate the Globe trips. I agree I will be fully and financially responsible for my own physical condition and well-being during the retreat and will follow the safety precautions and instructions prescribed by Elevate the Globe.

I acknowledge that Elevate the Globe may make suggestions from time to time that are intended to help me and my well-being. However I take ultimate responsibility for my choices and realize that Elevate the Globe is not a licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify Elevate the Globe instruction to suit my individual needs. I will not hold Elevate the Globe responsible for any pain or discomfort I experience during or after the retreat. I understand that the activities offered on this retreat are not a substitute for medical care. I understand that Elevate the Globe is not qualified to perform spinal or skeletal adjustments,

diagnose, prescribe, or treat physical or mental illness.

For the benefit of everyone, Elevate the Globe reserves the right to accept or reject any participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the retreat, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the retreat. Elevate the Globe will carry no responsibility or liability for any participant who leaves the retreat prior to its conclusion or for any activity undertaken by any participant which is not included on the retreat itinerary.

By agreeing to the terms outlined here I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on an Elevate the Globe trip.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules.

Signature:

Printed Name:

Date:
