

# **CROATIA YOGA RETREAT** Please note the final page has summary for you September 19 - 28, 2021 Dubrovnik – Zadar Island Hopping – Plitvice Lakes – Zagreb

**TERMS & CONDITIONS FOR TRAVELERS** When you (sometimes referred to as a "traveler" or a "client") book a trip with Guru Mitar / Linh James (sometimes referred to as "we," "us" or "Organizer"), 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 on our website (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 be parties to this Agreement.)

## **PROCESSING FEE/DEPOSIT**

To confirm your booking with us, you will be required to pay \$700 **NON-REFUNDABLE PROCESSING FEE** towards the total price of your trip.

**Making Payment indicates that you have read and agree to the terms presented** If your booking is made within 90 days of the trip start date, then the full amount is payable at the time of booking.

**PAYMENTS Can be made by Venmo, cash, or check without additional fees. Paypal & Credit card Fee 3%**

\$700 Processing fee/ Deposit **Non-Refundable**

\$3,500 Upper Deck Per Person Double Occupancy after March 31, 2021 Add \$200

\$3,100 Lower Deck Per Person Double Occupancy after March 31, 2021 add \$200

\$1,000 First 1st Payment Due June 3, 2021

Final Payment July 9, 2021

**For Early Pricing discount FULL PAYMENT is due June 3, 2021**

If the payments are not paid on or before the due date, we reserve the right to treat your booking as canceled.

## **CANCELLATION BY TRAVELER**

If you wish to cancel your booking, you may do so any time up to **June 3, 2021**, we will refund all amounts paid **EXCEPT for the initial processing fee/deposit which is non-refundable**. If you cancel your booking after June 3, 2021 then you will **not be entitled to any refund**. Bookings for all trips are non-transferable.

Exception: in the event we need to move the retreat to 2022 due to COVID and you are not able to attend in 2022 you will be refunded \$500 of the \$700 Processing fee/ Deposit

**Your payment confirms you agree to the non-refundable cancellation policy.**

## **CHANGES, POSTPONEMENT & CANCELLATION BY US**

We reserve the right to make changes to any aspect of the retreat if, it is necessary to do so due to conditions that are likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political, military, terrorist, pandemic, or otherwise or if an act or omission of a third party prevents the retreat or the aspect of the retreat being undertaken in accordance with your booking or for any other reason considered necessary by us. 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.

In addition, we reserve the right to cancel the retreat 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 us less any costs incurred by Guru Mitar/Linh James which are not recoverable. **Note: Again, we strongly recommend that you purchase travel insurance.**

**WHAT'S INCLUDED IN THE PRICE OF YOUR TRIP** The price of your trip includes:

- All accommodations as listed on page 5 also on our website under “What’s Included”
- All meals as listed on page 5 also on the website under “What’s Included”
- Yoga instruction as described on our website under “What’s Included”; and
- Those additional items as listed on page 5 also on our website under “What’s Included”
- Ground transfers to the retreat location as described on our website under “What’s Included”

*Please note: Round trip airport to hotel transfers will be provided only one valid on departure and arrival at same date and time as the group. Transfers may be purchased for an additional charge.*

**WHAT'S EXCLUDED FROM THE PRICE OF YOUR TRIP** The price of your trip does not include:

- Airfare & Excess baggage charges, Fees for travel documents (passports, visas, etc.), Travel insurance
- Beverages, Gratuities, personal expenses, and Optional Activities outside of scheduled itinerary
- Any other items listed on our website under “What’s Not Included”

**Leaving Sept 18 LAX - MUNICH - DUBROVNIK**

LH 453 18SEP LAXMUC 5:20P 1:35P+1  
LH 1710 19SEP MUCDBV 2:50P 4:15P

**Returning Sept 28 ZAGREB - FRANKFURT - LAX**

OU 410 28SEP ZAGFRA 7:45A 9:15A  
UA 8845 28SEP FRALAX 10:30A 1:05P

**TRAVEL INSURANCE**

Currently, travel insurance is not required however please note countries are changing their policy on this. In the event travel insurance becomes required by the country then you are required to purchase travel insurance.

We **strongly recommend the purchase of travel insurance to protect you and your investment** we recommend you purchase a comprehensive “Cancel for Any Reason” policy. It is your responsibility to ensure that you are adequately insured for the full duration of the retreat in respect of illness, injury, death, loss of baggage and personal items, and cancellation and curtailment. There are many travel insurance companies to choose from **please make sure Coronavirus Cancellation Covered & Coronavirus Medical Covered COVID is included.**

In the event, you are ill and cannot attend your retreat, or for any other reason that you can’t attend, you will need to submit a claim to your trip insurance company for reimbursement (**reimbursement subject to the approval/terms of your specific policy**). There are no refunds from Linh James (Guru Mitar) on your retreat payment. **Please consult an insurance professional and understand your policy coverage limits so there are no surprises for you.**

**PASSPORT AND VISA**

For US Passport holder, you must carry a valid passport; your passport **must be valid for at least 6 months beyond the duration of the trip.** It is your responsibility to ensure that you are in possession of the required travel documents per your Passport country. **We are not responsible if you are refused entry because you lack the correct travel documents.**

**REQUESTS FOR ROOMMATE MATCHING**

We **make no promise or guarantee that we can match you with a roommate (for the double occupancy rate) on any given trip.** If you are traveling solo but do not want to pay the higher price for “single occupancy,” then you should notify us at the time of booking. We will do our best to match solo travelers with a roommate of the same gender to accommodate the request for the lower “double occupancy” rate. However, if we are unable to match you with a roommate as of the due date for final payment, **then you will be charged the Single occupancy rate of an additional \$1,500.** If we can match you with a roommate after the final payment (including the “single surcharge”) has been made, then we will happily refund the “single surcharge” to you.

## **PHOTOGRAPH & VIDEO RELEASE**

I understand photos & videos are being taken throughout the trip by the organizer I give permission for my photo/videos to be released. I understand that my image or videos may be edited, copied, published, or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. Photographic, audio, or video recordings may be used for the following purposes, conference presentations, educational presentations or courses, informational presentations, on-line educational courses, educational videos, promotional advertising, sales materials.

## **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.

## **HEALTH AND FITNESS REQUIREMENTS: You must be in good physical and mental health.**

**Please note this adventure is NOT recommended for those in wheelchairs or with limited mobility.**

By booking, 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 can care 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. We reserve the right in its absolute discretion to refuse a participant the right to participate in a retreat on medical or fitness grounds.

Please Note: Due to specific mooring conditions and requirements in some Croatian ports, ships are moored side by side. This makes it necessary to cross from one ship to the other where there are gaps in between each ship. Special care must be taken at all times when crossing between the vessels and guests do this at their own risk. Crew assistance will be given to those needing and requesting it.

You will encounter some uneven surfaces, cobble streets, stairs, and steep slopes. Some hiking may be required to access some sites.

**Participation in classes and activities is optional throughout the retreat.**

## **COVID-19**

The health and safety of everyone is our top priority. You agree that you will follow all safety guidelines recommend at the time of travel. **You also agree you understand we cannot provide you with what these guidelines are today as they are continually changing.**

### **THEY MAY INCLUDE:**

- A Negative COVID test
- Face Masks
- COVID Vaccination

**Due to uncertainties surrounding COVID-19 we reserve the right to update or amend COVID-10 related terms and conditions.** Additionally, in making your booking you accept that we may need to postpone this trip to 2022 due to COVID-19.

## **ASSUMPTION OF RISK**

You acknowledge that: by the very nature of travel, they are more challenging and demanding with a commensurately higher level of risk compared with conventional vacations, and involve potential exposure to injury and in the countries and regions in which travel is undertaken, standards of accommodation, transport,

health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part.

We are dedicated to providing a safe environment for all clients who participate in 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. 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 maybe of inferior quality compared to what is available at home. Also, you maybe visiting places where the political, cultural, and geographical environment is quite 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.**

**THIRD PARTY OPERATORS** (“Third Party Operators”), including any lodging facilities, airline, ground or water transportation, yoga studio, yoga instructor(s), tour operator, food service provider, etc. 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. 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 the Organizer, you understand and agree that the Organizer 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.

**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 Los Angeles County, California, 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 Los Angeles County, California. 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.

### **LIMITATION OF LIABILITY AND RELEASE**

In consideration of accepting your reservation, the undersigned, to the maximum extent permitted by law does hereby release, waive, discharge, hold harmless and agree to indemnify Organizer from any and all claims, damages, actions or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, lost earnings, consequential, exemplary, direct, indirect or punitive damages or otherwise which may arise out of or occur during the undersigned’s travel and/or staying over, in connection with the trip, the retreat, or any activities conducted in conjunction therewith, unless caused by the gross negligence or willful misconduct of the Indemnified Parties; and regardless of the situation or circumstances giving rise to the claim the undersigned does hereby permanently waive any claims he or she has, or may at any time have, against the Indemnified Parties and the undersigned agrees, by accepting the additional inherent dangers and risks associated with travel and the retreat, not to make any claim against or seek any compensation from the Indemnified Parties in respect of any personal injury, illness, or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the trip or the retreat. The undersigned has been advised and urged to obtain travel insurance to cover against loss resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other losses associated with travel. The undersigned acknowledges that whether or not he/she elects to purchase or not purchase travel insurance, he/she will not look to any of the Indemnified Parties for reimbursement for any loss suffered or occurring during the undersigned’s travel and/or staying over.

# Croatia September 19 - 28, 2021 Dubrovnik – Zadar Island Hopping – Plitvice Lakes – Zagreb

Roommate Request     Special Request Vegetarian     Special Request Vegan

Other food allergies or religious dietary restrictions \_\_\_\_\_

## Cancellation & Refund Policies \* After June 3, 2021 you will not be entitled to any refund

Exception: in the event we need to move the retreat to 2022 due to COVID and you are not able to attend in 2022 you will be refunded \$500 of the \$700 Non-Refundable Processing fee/ Deposit

\$700 Processing fee/ Deposit **Non-Refundable**

Please purchase TRAVEL INSURANCE  
If you need assistance, please let us know.

\$3,500 Upper Deck Per Person Double Occupancy after March 31, 2021 Add \$200 \_\_\_\_\_ Promotional Rate

\$3,100 Lower Deck Per Person Double Occupancy after March 31, 2021 Add \$200 \_\_\_\_\_ Promotional Rate

\$1,000 First 1st Payment Due June 3, 2021

**For Discounted Early Pricing FULL PAYMENT is Due June 3, 2021  
EXTENDED JUNE 14, 2021**

Final Payment July 9, 2021

\$1,500 additional Single Occupancy **We make no promise or guarantee that we can match you with a roommate (for the double occupancy rate).** If we are unable to match you with a roommate as of the due date for final payment the Single Surcharge will be added. If we can match you with a roommate after the final payment, then we will happily refund the "single surcharge" to you.

## INCLUDED:

- Deeply soulful Yoga, Meditation & Chanting
- Guided sightseeing tours
- Local English-speaking guide in each city
- All boat fees & sightseeing tours including admission fees
- Government tax & service charges
- Meals as indicated (**excluding drinks**) (B-Breakfast L-Lunch D-Dinner)
- Selected deluxe accommodation - upgrades available Accommodations based on Twin/Double share rooms
- Private air-conditioned transportation, to and from airport, and inner-city travel. *Note: You must be traveling at the same time as the group, otherwise additional fees apply.*

## SCHEDULE

Day 1, arrive Dubrovnik, (WR)  
Day 2, Dubrovnik - Mljet - Korcula (B, L)  
Day 3, Korcula - Hvar (B, L)  
Day 4, Hvar - Bol - Split (B, L)  
Day 5, Split - Trogir - Sibenik (B, L)  
Day 6, Sibenik - Sali (B, L, Captains Dinner)  
Day 7, Sali - Zadar (B, L)  
Day 8, Zadar - Plitvice Lake (B)  
Day 9 Plitvice Lake - Zagreb (B)  
Day 10 Zagreb - home (B, D)

## EXCLUDED:

- Airfares
- Travel insurance
- Airline extra luggage fees
- Optional activities outside of scheduled itinerary
- Personal expenses & additional drinks
- Tips and gratuities

## INCLUDED ACCOMMODATIONS:

19 -26 SEP 2021 (7 nte) Dubrovnik – Zadar  
MS Premier or similar

26 - 27 SEP 2021 (1 nte): Plitvice Lakes:  
HOTEL JEZERO or similar

27-28 SEP 2021 (1 nte): Zagreb:  
HOTEL, WESTIN or similar

**I have read this agreement and understand it contains a *release of all claim's* language for injuries and damages. I agree that neither I, my heirs, assigns nor legal representative will sue or make any claims of any kind whatsoever against Linh James (Guru Mitar).**

Dated: \_\_\_\_\_

Participant Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

I have read all 5 pages and agree.

**I voluntarily sign or type my name evidencing acceptance of the provisions of this agreement**

Linh James Organizer Date \_\_\_\_\_

Signature \_\_\_\_\_