

## Things you Need to Know (Terms & Conditions)

### **CANCELLATION POLICY**

Please note that because Aurafitness Retreats are limited to a small number of attendees, to allow for a more personable, intimate experience, our cancellation policy is in place to help guests and us alike work together sharing expenses that may arise from unexpected cancellations.

1. HOLD DEPOSITS ARE NON-REFUNDABLE.
2. Full balance due 30 days before start date of retreat unless otherwise noted.
3. Cancellation requests submitted within 30 days of retreat date, 50% of total amount (less deposit) will be refunded or can be applied to a future retreat.
4. Within 14 days of your retreat: sorry but no refunds given, no exceptions.
5. Any refunds allowed will incur a 3% processing fee for PayPal or Credit Cards.

No one books a retreat with the intention of canceling it, but unexpected events do occur, so please consider purchasing travel insurance (see below). It is your responsibility to read and understand our cancellation policies. Exceptions cannot be made for any reason, including weather, injury/illness, or personal emergencies. No refunds or credits for failure to attend or failure to complete the retreat, or for arriving late or leaving early.

We recommend that you purchase your own travel insurance. We encourage you to purchase trip cancellation insurance so that your trip fees will be covered should you or your family have a medical problem prior to your trip or while on the trip. Trip insurance should also be purchased to cover medical expenses in the event you have an accident while on the retreat. Most travel insurance must be purchased within 14 days of making your reservation.

We reserve the right to cancel retreats with inadequate participant interest, in which case all money paid to Aurafitness will be refunded. Notification of cancellation for this reason will occur at least 1 month prior to the retreat start date. Aurafitness cannot be held responsible for any personal expenses, such as airline tickets due to changes in itineraries or retreat cancellations.

### **COVID TRAVEL UPDATE**

Please note that if the retreat has to be postponed based on border closures then a credit for a guests' hold deposit will be issued to be used for the postponement date. If the retreat happens as scheduled, but a guest decides not to attend based on any reason other than a country's border closure, then the regular cancellation policy (stated above) will be maintained.

If international travel is still being disrupted as the retreat nears, the final balance due date will be postponed until a final decision is made at the 1-month mark before the start date.

All attendees will agree to adhere to any Covid regulations required of the location where the retreat is held.

## **DISCLAIMER**

Aurafitness, Aura Garver and all persons involved in retreats (herein after referred to as "AGENTS") act only in capacity as AGENTS for the participant in all matters connected with travel, sight-seeing journeys and transportation, and as AGENTS hold themselves free of responsibility for any damage occasioned by any cause. AGENTS will not be responsible for any damages or expenses or inconveniences caused by late departures or change of schedule, strikes or to their conditions, nor will be responsible for loss or damage to baggage or any of the participant's belongings. AGENTS shall not be responsible for personal injury, death, accident, delay, loss, damage, irregularity or property damage as a result of force majeure or for any other losses or damages incurred by any person or journey participants caused by any delay or change of itinerary or arising out of any act, including, but not limited to, any act of negligence, any person acting for or on behalf of AGENTS for transportation, accommodation or sight-seeing provider or any other person or entity rendering any of these services or accommodations being offered in connection with this journey. This agreement supersedes all previous oral or written communications, representations, or agreements between the parties. Participants assume the risk involved when participating in yoga, foreign travel, and any and all activities and/or pursuits voluntarily undertaken while participating in the retreat. Participants agree that any and all disputes between Participants and Aurafitness shall be governed by New Mexico law. Participants agree to mediate any and all disputes prior to the institution of any litigation. In the event of any litigation between the Parties to this agreement involving their respective rights or obligations, such litigation shall take place in Taos County, New Mexico and the prevailing party shall be entitled to recovery of reasonable attorney's fees and court costs of litigation. In regard to the stay during the yoga retreat, AGENTS will provide safe, careful instruction and safe premises, but ask that each participant to take personal responsibility for their own self-care and (in the unlikely case) for any injuries incurred during retreat. Modifications are given to students with specific needs. If participants are unsure of their physical ability due to previous injuries, they should seek the advise of a healthcare practitioner beforehand.

By participating in a retreat, guests acknowledge and agree to images and photos of their being and likeness being taken by Aurafitness and other participants and that such images may be shared at will online and publicly.