

Destination Designed Terms & Policies

Program Agreement

PLEASE CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS CONTRACT DETAILED BELOW BEFORE PURCHASING A RETREAT, TRAVEL EXPERIENCE OR TRAVEL PROGRAM (HEREINAFTER, "PROGRAM") THROUGH DESTINATION DESIGNED AND/OR ITS AFFILIATED PARTNERS, INCLUDING, BUT NOT LIMITED TO, A PROGRAM'S DESIGNATED TOUR LEADER (HEREINAFTER, "COMPANY"). FOR AND IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE SERVICES YOU HAVE SELECTED WITH COMPANY, YOU (THE UNDERSIGNED) AGREE TO ACCEPT AND BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. **PROGRAM DETAILS.** Program details for your desired trip of inquiry, such as information about the destination, accommodations, departure and return dates, any included meals, any included transportation, included classes or curriculum, and payment details with due dates can be found on the Company's website (www.destinationdesigned.com) (the "Website") or via direct correspondence with the Company after initial "Inquiry" is made via the Company's Website "Inquire about this trip" function. PLEASE READ AND ENSURE YOU UNDERSTAND THE RETREAT DETAILS AND POLICIES DETAILED HEREIN PRIOR TO PAYING YOUR DEPOSIT TO THE COMPANY (AND/OR DESIGNATED TOUR LEADER).
2. **REGISTRATION.** To reserve a spot for the Program, you must contact the Company via the Website to submit an inquiry including your email address and your desired Program. The Company will then respond prompting the following actions; from you we must receive the following three items; a signed release of liability and agreement to the Company's Terms and Conditions, a completed "Passenger Intake Form" available on the Website and a non-refundable deposit as specified on the Website for the Program of interest (the "Deposit") (collectively, the "Registration Materials"). However, if your Registration Materials are submitted after the due date for the Deposit specified on the Website, then the total amount for the Program specified on the Website (the "Total Payment") must be paid to reserve your spot. You will NOT have a reserved spot for the Program if you fail to provide all of the Registration Materials.
3. **CONFIRMATION AND ITINERARY SUBJECT TO MODIFICATION.** After Company receives your Registration Materials, you will receive a confirmation email. Please contact us if you do not receive a confirmation email within five (5) business days of submitting your Registration Materials. Thereafter, we may send you, and you consent to receive, correspondence related to the Program and the Company, including the itinerary for the Program. Such itinerary is subject to change and Company reserves the right to modify the itinerary at any time due to availability of

third party vendors, weather conditions, local conditions, or other circumstances out of our control (see also Section 7 below).

1. PAYMENT TERMS.

1. **Total Payment.** The Total Payment is due in full sixty (60) days prior to the departure date of the Program specified on the Website (the "Payment Due Date"). **IF COMPANY DOES NOT RECEIVE YOUR TOTAL PAYMENT ON OR BEFORE THE PAYMENT DUE DATE, COMPANY MAY CANCEL YOUR RESERVATION WITHOUT NOTICE.**

2. **Deposit.** Your Deposit is non-refundable. You may request to have your deposit applied to another participant's registration for the same Program prior to the Payment Due Date. Your deposit may NOT be transferred to another participant's registration for a different Program.

2. **PASSPORT, VISA AND RELATED ITEMS.** You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, and/or other required documentation ("Documentation") for the countries, jurisdictions, parks, areas, etc. you will visit during the Program. Company is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.

3. **TRAVEL INSURANCE.** We strongly recommend the purchase of travel insurance for the Program. You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the Program with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively "Losses"). You will be solely responsible for any Losses related to your failure to procure travel insurance. Company is not responsible for any Losses you incur and/or sustain.

4. CHANGES OR CANCELLATION.

1. **Changes.** Company reserves the right to make changes to any and all aspects of Program (which may include without limitation changes to the types and/or timing of activities available during the Program, items and/or services included with the Program, the itinerary, and/or the nature of the Program Classes/Curriculum) if, in Company's sole discretion, Company deems it necessary to do so due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Program or any portion of the Program, or for any other reason considered commercially necessary by Company. You will not be eligible for any refunds of any amounts based on any such changes to the Program.

2. Cancellations.

1. **By Company.** Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts.

2. Company further reserves the right to cancel the Program prior to the Departure Date in the event an insufficient number of

registrants are confirmed for the Program or for any other commercial reason in Company's sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Company, but in no event will Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

3. **By You.** All cancellations by you must be in writing and emailed to Company at the contact email address specified on the Website. If cancellation takes place prior to the Payment Due Date, any payments made by you will be refunded, except your non-refundable Deposit. If cancellation takes place after Payment Due Date, your refund is as follows; In the event of a cancellation 30-59 days prior to the departure of our trip, 50% of the total trip cost will be forfeited and non-refundable. In the event of a cancellation 0-29 days prior to the departure of our trip, 100% of the trip cost will be forfeited.
4. **Effect of Changes or Cancellation.** In the event of any change or cancellation under this Section 7, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in Sections 7(b)(i)(2) and 7(b)(ii)) and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.
5. **PHOTOS, VIDEO, OTHER MEDIA RELEASE.** By and in consideration for being permitted to participate in the Program, you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Program (by Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.
6. **VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY.** You acknowledge that you are voluntarily participating in the Program with Company, which may include strenuous physical activity including without limitation walking, running, hiking,

dancing, climbing, swimming, jumping, yoga, Program Classes, and various other exercises or physical activity (“Physical Activity”). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Program and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., altitude sickness, heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Program.

7. **HEALTH AND FITNESS ELIGIBILITY.** You represent that you are over the age of eighteen (18) and are healthy, in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Program. You further represent that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Program, including any Physical Activities. You have consulted with your physician and your physician has authorized you to participate in the Program, including any Physical Activities. You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to the Departure Date. Documentation from your physician confirming your clearance to participate in the Program can be provided upon request. If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Program, you will cease participation in the same and seek appropriate medical attention. **YOU ARE HEREBY ADVISED THAT THE PROGRAM MAY TAKE PLACE IN REMOTE AREAS WHERE THERE IS LITTLE OR NO ACCESS TO TRADITIONAL MEDICAL SERVICES OR HOSPITAL FACILITIES FOR SERIOUS HEALTH ISSUES (OR YOUR PARTICULAR HEALTH ISSUES). YOU ARE FURTHER ADVISED THAT ANY MEDICAL OR EVACUATION EXPENSES WILL BE YOUR SOLE RESPONSIBILITY.** As a result, we strongly encourage you to purchase travel insurance with appropriate coverage for your needs. We reserve the right in our sole discretion to refuse your participation in the Program, any Classes/Curriculum, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Program or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.
8. **ASSUMPTION OF RISK.** You understand that serious accidents may occur during Physical Activities, including without limitation yoga and Program Classes/Curriculum, and that participants can sustain fatal and/or serious personal injury. As stated above, the Program may take place in a remote location where there is little or no access to traditional medical services or hospital facilities for serious and/or particular health issues. You may also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country of residence. It is your own responsibility to familiarize yourself with all possible relevant travel information in connection with your participation in the Program. Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity (including yoga and Program Classes/Curriculum) which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during

your participation in the Program. YOU ACKNOWLEDGE THAT YOUR DECISION TO PARTICIPATE IN THE PROGRAM IS MADE IN FULL CONSIDERATION OF THE FOREGOING INFORMATION AND THAT YOU SOLELY AND EXCLUSIVELY ASSUME THE RISKS INVOLVED WITH PARTICIPATING IN THE PROGRAM. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM.

9. **INJURY.** In the event you are injured while participating in the Program, you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that IN NO EVENT SHALL COMPANY AND/OR ANY COMPANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM.
10. **WAIVER OF LIABILITY AND RELEASE.** IN CONSIDERATION FOR PARTICIPATING IN THE PROGRAM, YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE COMPANY, ITS OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES, AND OTHER REPRESENTATIVES (EACH A “COMPANY PARTY” AND COLLECTIVELY, THE “COMPANY PARTIES”) FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (INCLUDING BUT NOT LIMITED TO ANY EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, MEDICAL EXPENSES, LOST WAGES/INCOME, LOSS OF SERVICES, LOST PROFITS, PROPERTY DAMAGE, PAIN, ILLNESS, AND DEATH) (COLLECTIVELY “LIABILITIES”) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE PROGRAM AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. You have been advised and urged to obtain travel insurance to cover against Liabilities 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 Liabilities associated with travel and your participation in the Program. You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Program.
11. **INDEMNITY.** YOU FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY PARTIES FROM ANY AND ALL LIABILITIES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS’ FEES) THAT ONE OR MORE OF THE COMPANY PARTIES MAY INCUR AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE (BUT EXCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A COMPANY PARTY), TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.
12. **BINDING EFFECT.** It is your express intent that this Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns

and personal representative, if you are deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** any of the Company Parties.

13. GENERAL.

- 1. Entire Agreement.** This Agreement constitutes the entire agreement between you and Company, and supersedes any prior agreement, regarding the subject matter herein. You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Company Party.
- 2. Force Majeure.** If Company is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Company's reasonable control, **COMPANY WILL BE UNDER NO LIABILITY WHATSOEVER TO YOU AND MAY, AT COMPANY'S SOLE DISCRETION, BY WRITTEN NOTICE TO YOU, EITHER CANCEL THE PROGRAM PURSUANT TO SECTION 7 OR TAKE ANY OTHER REASONABLE ACTION.**
- 3. Choice of Law and Jurisdiction** Every lawsuit, litigation, claim or controversy, concerning, derived or related directly or indirectly of this contract, or the trip itself, will be brought and resolved solely in Lima, Peru, through arbitration, according to the Arbitration Regulations of the Arbitration Center of the Lima Chamber of Commerce; to whose rules, administration and decisions the parties are unconditionally subjected; declaring to know them and accept them in their entirety. In any such proceeding, Peruvian law will apply.
- 4. Interpretation.** You acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.
- 5. Severability.** If any portion(s) of this document is/are held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, such portion(s) shall be interpreted and/or reformed without further action of the parties hereto to render them valid and enforceable when applied to the facts at issue and the lawfulness, validity, and enforceability of such provision(s) as applied to any other facts, and the lawfulness, validity, or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.
- 6. Waiver.** The failure or delay by Company to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.
- 7. Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein.

14. **YOU ARE AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THE PROGRAM, AND ACKNOWLEDGE THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LIABILITY, WHICH CREATES A CONTRACT BETWEEN YOU AND COMPANY. BY YOUR SIGNATURE BELOW, IT IS YOUR INTENTION TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ANY OTHER LIABILITY UPON YOURSELF, TO THE EXCLUSION OF COMPANY AND ALL COMPANY PARTIES, AND TO EXEMPT COMPANY AND ALL COMPANY PARTIES FROM LIABILITY FOR, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR ANY OTHER LIABILITIES.**