



## YOGA RETREAT TERMS AND CONDITIONS

### 1. Booking

(a) Your booking is not considered definite and no contract will exist until we receive a \$500 deposit from you and you agree to these terms and conditions via signature at the bottom. (b) We do not share customer details with any 3rd parties.

### 2. Payment

(a) The price is the exact amount to be received by us in US Dollars.  
(b) The full payment amount is due on or before July 17th, 2023. This payment can be made in check (made out to Breathe Yoga & Pilates) and either dropped off prior/after a class with Lizzie, or mailed to 115 W Union St, Morganton, NC 28655.

### 3. Your Travel Arrangements

All travel arrangements are your responsibility and at your own cost. We shall not be held liable for any consequences arising from delays or cancellations in any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the retreat are at your own cost, unless otherwise specified. If you arranged an airport pick up with Lizzie, and Should you miss the airport pick up time from EDI Airport, you will be responsible for your transportation, at your own cost (without reimbursement). Should you rent any sort of vehicle, and should there be any accidents involving you and other people on the retreat/others in general, Lizzie Warfield Yoga LLC is not held liable for any damages or costs.

### 4. Travel Insurance

(a) Travel insurance is **highly** recommended. If you choose to buy insurance we require that your travel insurance covers the activity of this retreat as well as unexpected cancellation, sickness, losses and all the usual risks — we recommend purchasing the “**Cancel for Any Reason**” plan, to cover all possible situations. You should bring the policy with you in case of an emergency. We encourage you to visit [www.insuremytrip.com](http://www.insuremytrip.com) for more details.

### 5. Your Health

(a) It is your responsibility to let your Yoga Instructor know if you have any injuries and to be mindful at **all times** of your own body’s capability during the retreat. If you experience any injury or discomfort during any activity during the retreat, then you must desist immediately.  
(b) It is also your responsibility to consult a doctor with an understanding of yoga to check that you are sufficiently fit and healthy to undertake yoga classes and other physical activities that you may chose to do whilst on the retreat.  
(c) Please advise us of any mental or physical health conditions and dietary requirements before you book. If you have health conditions and dietary requirements that may be affected by the activities offered on our retreats, we reserve the right to advise you to desist and in the interests of your wellbeing, or others, we may decline your stay at our retreats.  
(d) Whilst all measures are taken to ensure a high standard of health and safety, we will be in the countryside, as well as the city, where the land may be uneven and we shall not be responsible for any injuries caused by uneven terrain.



(e) Women who are 12 to 28 weeks pregnant should provide a letter from their health practitioner specifying that they are fit to travel and able to engage in the activities that we provide. We would prefer pregnant women to have done a little yoga before they arrive.

#### 7. Cancellation by you

(a) You (or any member of your party) may cancel your booking at any time, providing that the cancellation is made by the person submitting the booking form and is notified to us in writing via email. Cancellation will take effect the day such notification is received by us. If such cancellation is made, there will be a \$200 administration fee per person withheld, earned when paid. If such a cancellation is made within 90 days before the start of the retreat, the cancelling party will be in full penalty of the retreat cost and not receive any refund. If they have not paid in full at that point in time, they may potentially be banned from any future retreats with Breathe Yoga & Pilates/Lizzie Warfield Yoga LLC. If cancelling party purchased travel insurance, they may file a claim through that provider.

(b) Bookings are for the stated period of the retreat. There are no refunds for an unused portion of the retreat. If the reason for cancellation is covered under the terms of your Insurance Policy, you may be able to make a claim on your insurance.

#### 8. Amendments by us

Occasionally, changes may have to be made (e.g., yoga teacher, class times or other arrangements), which we reserve the right to do at any time. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure.

#### 9. Cancellation by us

We reserve the right in any circumstance to cancel a retreat. If our minimum number is not reached by 90 days prior to the retreat start date, we may cancel and refund the money (in full) to you.

#### 10. Our liability to you

(a) We accept responsibility for ensuring that the retreats are supplied as described and that the services we are contractually obliged to provide are to a reasonable standard. We do not accept responsibility for bringing any amenities you will need for traveling, nor items needed for your participation in the yoga practices — including, but not limited to, yoga clothes, yoga mats, blocks, straps, or any other props.

(b) We do not accept any liability for cancellations or retreat costs, which are non-refundable. The traveler assumes the risk of all circumstances that may frustrate the purpose of the trip or that makes travel impossible or impracticable, including but not limited to illness, family emergency, war or threat of war, terrorism, closure of airports, civil strife, industrial action, natural disaster, apocalypse, pandemic, unforeseen changes in your personal circumstances or other events beyond our control, etc.

(c) We are not liable for any injuries you may incur. Yoga classes are undertaken at your own risk. We are not liable for any medical or psychiatric conditions, which may develop during or subsequent to the retreat. We are not liable for loss of, or damage to, your personal property.



#### 11. Group Bookings

Where a booking is made on behalf of several individuals, the booking is conditional on the person(s) paying having authorization from all the individuals named on the booking form to enter into this contract. The terms of this contract will apply to each member of the group as though they had paid for their own retreat individually and directly to us. Each individual traveler must still sign and complete their own Registration Form/Terms and Conditions.

#### 12. No Liability for possessions

(a) You will be given your own personal key to your room while staying at the retreat center. It is your responsibility to ensure that your possessions are kept safe at all times. This includes hire cars or other hired equipment.

#### 13. Complaints

If you have a problem during your retreat, please inform the organizer immediately and he/she will endeavor to put things right. Please note that we cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

#### 14. Privacy Policy

We do not share customer details with any 3rd parties. Any personal information that you provide to us will be used only for the service you requested. This information is used only for administration of the site system and in the compilation of statistics used by us to assess the use of the site. This privacy policy does not cover the links within this site linking to other sites.

#### 15. Photography

I, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably authorize Lizzie Warfield Bunge/Breathe Yoga & Pilates/Lizzie Warfield Yoga LLC to use photographs of me and or my property and authorize her and her assignees, licensees, legal representatives and transferees to use and publish (with or without my name) photographs, pictures, portraits or images in any and all forms and media and in all manners, including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), for any product or services, or other lawful uses as may be determined by the photographer or studio name here. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product. I am of full legal age and have read and fully understand the terms of this release.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



## TRAVEL INSURANCE

Travel insurance is **highly** recommended, to protect your investment in your retreat experience. We recommend purchasing the “Cancel for Any Reason” insurance plan; even though this tends to be the most expensive travel insurance plan (roughly \$200), this will be the only plan that could truly cover you, should ANYTHING happen prior to 24 hours of the retreat.

Please note that should you choose not to purchase travel insurance, and you cancel 90 days or sooner to the start of the retreat date (the day your final payment is due), you will not receive **any** refund from Lizzie Warfield Yoga LLC. Should you cancel prior to 90 days before the retreat start date, you will be refunded whatever you have paid, minus the \$200 admin fee, per person.

There will be no exceptions to these terms, or any other terms in this registration form.

For more information, please visit [www.insuremytrip.com](http://www.insuremytrip.com). Please be sure to get the proper insurance for the total retreat cost, including any additional excursions you may wish to participate in. Flight insurance is also highly recommended — you could include it with this insurance, or purchase it through the airline you purchase your flights through.

**Please note that to qualify for “Cancel for Any Reason” travel insurance, you MUST purchase it within a limited number of days of making a deposit on the retreat — usually within 10-21 days of making a deposit on your retreat/trip.**

**You are recommended to purchase this immediately, to make sure that you have this insurance.**



## LIZZIE WARFIELD YOGA LIABILITY WAIVER

Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Email: \_\_\_\_\_

Have you practiced yoga previously? YES / NO

If so, for how long? \_\_\_\_\_

Have you had any injuries that may affect your practice? YES / NO

If so, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that yoga requires and includes physical movements. I realize that yoga also provides relaxation, stress relief, stress education and awareness. As with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. **If I experience any pain or discomfort, I will notify the instructor, adjust my posture and listen to my body.** I will not push my body too far and will ask for support from the teacher if needed. Yoga is not a substitute for medical care or diagnosis. Yoga can work well in conjunction with traditional medical care. I will practice yoga only after discussing it with my doctor and gaining their approval. I affirm that I alone am responsible to decide whether to practice yoga. I hereby agree to irrevocably release and waive any claims that I have now or hereafter may have against LIZZIE WARFIELD.

I, hereby agree to the following:

1. That I am participating in yoga classes offered with LIZZIE WARFIELD, where I will receive information and instruction about yoga. I understand that yoga requires physical exertion, which may be strenuous and may cause physical injury. I am fully aware of the risks involved.
2. I understand that it is my responsibility to consult with a physician prior to and in reference to my participation in yoga classes. I warrant and represent that I am physically fit and have no medical condition that would prevent my full participation in yoga.
3. In consideration of participating in yoga, I agree to assume full responsibility for any risks, injury or damages, which I might incur as a result in participating yoga.
4. I knowingly and voluntarily waive any claim I might have against LIZZIE WARFIELD for injury or damages that I may sustain as a result of participating in this program.
5. I, my heirs or legal representative forever release, waive, discharge and covenant not to sue LIZZIE WARFIELD for any injury or death caused by their negligence or other acts.

I have read the above release and waiver of liability and I fully understand its contents. I fully and voluntarily agree to the above terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## REGISTRATION AND EMERGENCY CONTACT INFORMATION

### Personal Information

Full Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Please describe any dietary restrictions or any additional information we may need to know about your health while traveling:**

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### Emergency Contact

Full Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Work: \_\_\_\_\_ Email: \_\_\_\_\_