

Trip Participant Agreement -3 pages

1. Terms of service

Tuscany Retreats trips include only the specific transportation listed in the retreat itinerary of the trip, breakfast and lunch meals, yoga classes, accommodations, all cultural and adventure excursions listed in the itinerary. Trips never include listed optional services, tips, travel insurance, documentation, travel preparation or airfare.

2. Reservation

To reserve your place on one our trips please complete the registration form with the deposit specific to your trip.

3. Payment

Payment can be made by check or credit card. Please contact us by email to obtain instructions for payment by check. Final balances are due 10 weeks before the start date of the trip. If final payments are not received on time, Tuscany Retreats reserves the right to cancel your reservation and accept new reservations for your space.

4. Cancellation policy

If you wish to cancel your retreat you must notify Tuscany Retreats in writing. Once we've received your notice, cancellation will take effect subject to the following: If cancellation takes place more than 90 days prior to retreat start date you will be refunded retreat payments but forfeit the entire deposit. If cancellation takes place between 90 to 60 days prior to start date, No refund on retreat payments but 25% of retreat payments can be applied to a future retreat and the entire deposit is forfeited. Less than 60 days, no refund of retreat payments, full deposit forfeited.

5. Changes/Trip Cancellations

Tuscany Retreats reserves the right to make any changes deemed necessary by our team, trip leaders, teachers or partners. In the rare case of a cancellation on the part of Tuscany Retreats we will offer a transfer to another trip or a full refund of your funds. Tuscany Retreats is not responsible for any expenses or damages incurred as a result of trip cancellation including preparation costs, airline tickets, travel documents or other expenses.

Tuscany Retreats reserves the right to cancel any trip prior to departure in the event that there are too few people booked in which case you will be given a full refund of any and all payments made to Tuscany Retreats. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation

(including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

6. Travel Insurance

Tuscany Retreats requires each trip member to purchase individual travel insurance for their trip. Travel insurance information is available on our website.

7. Travel Documents

It is the responsibility of each traveler to obtain all required travel documents including Visas and other travel documents unless otherwise noted.

Information regarding necessary documentation is provided per trip on our website or you can contact us for more detailed information regarding your trip requirements.

8. Acknowledgment of Risks – Assumption of Responsibility

Although Tuscany Retreats has taken reasonable steps ensure safety, I acknowledge that this activity has risks, including certain risks which cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can cause loss or damage to the Participant including accidental injury, illness or in extreme cases, permanent trauma, disability or death and also can cause damage to or loss of property. The following describes some, but not all, of those risks.

Activities vary from trip to trip and may include but are not limited to: hiking, backpacking and climbing in a wide variety of environments including on rock, bicycling on trails and roads with a wide range of surface conditions and traffic volume; rock climbing,, river kayaking, sea-kayaking and canoeing; swimming, snorkeling and fishing.

Tuscany Retreats trips can involve adventure travel to remote places, oftentimes many hours from medical facilities. Transportation, evacuations and medical care can be significantly delayed; communication can be delayed, limited or not available.

Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes and predators, including large animals; falling and rolling rock; lightning, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without warning. Possible injuries and illnesses include hypothermia, sunburn, heatstroke, dehydration and other mild or serious conditions.

Throughout the trip, participants are responsible for their own safety.

I acknowledge and understand that Tuscany Retreats trips include risks of injury or death to participants. I understand the description above of these

risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. I acknowledge that participation in this activity is purely voluntary, no one is forcing participation and participation is elected with full knowledge of the inherent risks.

I assume and accept full responsibility for any injury, death, loss of personal property, and expenses suffered as a result of those inherent risks and dangers identified above, and those inherent risks and dangers not specifically identified and as a result of my negligence in participating in this activity.

10. Release and Waiver of Liability

DECLARATION OF HEALTH. By accepting this Tour Participant Agreement I represent that I have no physical conditions or medical precautions which would adversely affect my ability to take part in the yoga program or other physical or cultural activities offered on Tuscany Retreats trips. I fully understand that my participation in the yoga program or other activities could be injurious to my health and I voluntarily assume all risks related to such activities.

PERSONAL RELEASE. By agreeing to the terms outlined here and elsewhere on the Tuscany Retreats website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a Tuscany Retreats trip, including but not limited to damages as a result of unexpected occurrences including those from weather, local political situations, wildlife or uncontrollable acts of God, including the risk of death. I release Tuscany Retreats including its owners, directors, employees, guides, yoga teachers and partners, owners of the property TorrePietro where I will be staying, from liability for personal injury, illness, emotional damage, incurred travel expenses or property damage I may incur as a result of participation on this trip.

For the benefit of everyone on your trip, Tuscany Retreats 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 trip, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the trip. Tuscany Retreats will carry no responsibility or liability for any participant who leaves the trip prior to its conclusion or for any activity undertaken by any participant which is not included on the trip itinerary.