

## Terms & Conditions

Nourish – Retreats for the Mind, Body & Soul (hereinafter “Nourish”) is committed to offering programs for mind, body and soul enhancement (hereinafter the “Program” or “Programs”)

All Programs trips are subject to these Terms and Conditions, and all Clients signing up for a Program will be bound by these Terms and Conditions.

### Reservations & Pricing

All pricing is in U.S. dollars unless otherwise stated. At the time of reservation, a \$700 US deposit is required, and the balance is due 90 days prior to the departure date. All bookings made within 90 days of departure will require full payment at time of booking.

### Cancellation

Should a Client cancel a booking, the following fees apply:

Days Prior to Departure	Cancellation Fee
61 to 90 days	30% of the cost of the Program
31 to 60 days	50% of the cost of the Program
0 to 30 days	100% of the cost of the Program

### Passports/Visas

Nourish does not arrange airline travel to the Program location. Please note that passport & visa requirements may vary depending on the destination and the nationality of a Client. Nourish will provide, to the best of its ability, the most accurate information, however, it remains the responsibility of each Client to ensure that they have the appropriate travel documents based on their nationality and travel destination. Costs for Passports and Visas are not included in the cost of the Program and are the responsibility of each Client. Nourish will not be liable or responsible for any costs that arise from inaccurate, incomplete or missing travel documents that would prohibit travelers from entering a country as part of a scheduled trip.

### Clients

All Clients must be a minimum of 18 years of age.

### Insurance

Insurance coverage is not included in the cost of the trip. It is strongly recommended that all Clients have personal accident and cancellation insurance prior to attending the Program.

### Traveller Health & Responsibility

It is the Client’s responsibility to consult with their Doctor prior to departure to ensure they are in sufficiently good health to travel and participate in a Program as well as receive all required vaccinations.

Nourish reserves the right to refuse accepting or retaining any Client whose health or actions, in Nourish's sole judgment, affects the operation of Program or the welfare or enjoyment of other Clients. Clients that are removed from a Program will be sent home at their own expense.

### **Release and Assumption of Risk**

Client represents that client is at least eighteen (18) years of age. Further, Client understands and agrees that: (I) Participation in the services is voluntary; (II) The services may require intense physical activity; (III) And that such participation carries with it certain and inherent and unavoidable risks.

### **Itinerary Changes/Cancellation by Nourish**

Nourish reserves the right to modify or vary elements of the Program based on changing circumstances or situations at the destination. Nourish reserves the right to cancel any Program in its sole discretion, including, but not limited to the fact that there may be too few participants registered for the Program, or a travel advisory has been issued for the destination or any Act of God preventing travel.

### **Limitation of Liability, Release & Indemnity**

By accepting these terms and conditions, except where provided or required by law and as such cannot be excluded, Clients agree not to sue Nourish in respect of, and forever release Nourish from any and all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with a Program, including, without limitation, permanent disability and death, emotional distress, loss of services, financial support, aid, consortium or companionship, and any damage to or loss of property, including if caused in whole or in part by the conduct or negligence of Nourish except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Nourish or its employees, guides, shareholders, officers or directors. Nourish disclaims all responsibility and liability for the action or non-action of any hotel, excursion operator independent contractor or any unrelated third party (each an "Independent Contractor"). The services provided by Independent Contractors are subject to the laws of the place where the services are provided, and any supplemental conditions imposed by the Independent Contractor. The liability of Independent Contractors may be limited by local tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements. Nourish is not responsible for, and the Client agrees to hold harmless, defend, and release Nourish for any improper or non-performance of any services forming part of the contract which are wholly attributable to the fault or misconduct of the Client, any other trip participant, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Program; unusual and unforeseeable circumstances beyond the control of Nourish and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Nourish and/or the relevant supplier could not, with all due care have foreseen or forestalled.

Both parties shall be released from their respective obligations in the event of national

emergency, war, riot, Act of God, civil commotion, malicious damage, flood, storm, fire, adverse weather, failure of utility services or transport network, default of any supplier or subcontractor, industrial dispute or strike, or any other act, omission, event or accident beyond the control of Provider or the Client.

Clients agree to permit Nourish, or its designate, to use any photographic or film, voice and testimonial records of a Program for purposes including, but not limited to, promotional and/or commercial materials, without any remuneration or compensation to the Client, and assign all right, title and interest they may have in or to any media in which their name or likeness might be used by Nourish.

This Limitation of Liability, Release and Indemnity is binding on a Client, and their legal personal representatives. Any claim or dispute arising out of or relating to this Limitation of Liability, Release and Indemnity or its interpretation, the Program, or the Client's relationship with Nourish will be resolved exclusively in the courts of the Province of Ontario and will be governed exclusively by Ontario law.

**All Nourish Programs are subject to the above terms & conditions. Please ensure you review the terms and conditions carefully before making any booking or reservations.**