

SUNDARA DESTINATIONS, LLC

***Yoga Retreat
Terms and Conditions***

Sundara Destinations, LLC ("Sundara") is committed to providing the highest quality yoga experience for all of our guests. To help make that happen, please read carefully, initial and date the following Terms and Conditions:

Responsibilities of Guest

Retreat guests have certain responsibilities to the Retreat leader and other guests. Guests are responsible for reading and understanding all pre-Retreat information materials, bringing appropriate clothing and gear as suggested by Sundara, and acting in a manner that is considerate to other people with whom they are traveling or with whom they come into contact. Guests shall not use any retreat property except for permitted retreat purposes and shall exhibit behavior that is offensive, noisy, dangerous, illegal, immoral or improper. Guests shall not do anything which may be a nuisance or annoyance to retreat guests, staff or property owners. The Retreat leader has full authority to ask a guest to leave or not participate on departure day if, in their judgment, further participation may be detrimental to the individual or the group. Please discuss honestly and clearly with our office staff and guides any limitations and/or concerns.

initial / date

Health and Medical

Guests with medical conditions that may be adversely affected by activities at the Retreat, or whose medical conditions may impair their ability to participate in activities at the Retreat, must notify Sundara as soon as possible, prior to any Retreat. Sundara reserves the right to deny participation to anyone that we believe, at our sole discretion, to be unable to meet the physical, mental, social or safety demands of our Retreats. The Retreat leader also has full authority to disqualify a guest at any time during the Retreat if he/she is physically or mentally incapable and might jeopardize themselves or the group.

initial / date

Illicit Drug Policy

Sundara has a zero tolerance policy regarding the use or possession of illicit drugs, which are defined as any unlawful substance not prescribed to you by a medical professional. The use or possession of illicit drugs will lead to a guest's immediate disqualification or removal from a Retreat.

initial / date

Photo Release

Sundara may take photographs and/or video footage of guests for advertising, promotional, and marketing purposes. Initial and date the "yes" blank if you release Sundara Destinations, LLC to use images of yourself. Initial the "no" blank if you do not wish your images to be displayed.

Yes _____ No _____

Retreat Itineraries

All Sundara Retreats are subject to itinerary changes based on a variety of circumstances, including, but not limited to permit availability, instructor availability, wildlife, park or public land closures, and/or forest fires. The

price and duration of a Retreat will not change once you're registered. There will be no refunds due to itinerary changes or public land closures. If a Retreat is cancelled due to circumstances beyond our control, a Retreat credit will be issued equal to the full amount paid, less expenses incurred by Sundara.

initial / date

Cancellation Policy

Sundara reserves the right to cancel any Retreat because of inadequate sign-up or other causes that make it infeasible or impractical for the scheduling of the Retreat. If this is the case, we will inform you at least 30 days prior to departure, and a full refund of the advertised Retreat cost will be given, including the deposit. Sundara is not responsible for additional expenses incurred in connection with preparing for the Retreat (for example: non-refundable advance purchase air tickets, clothing, equipment, visa fees, medical expenses, etc.). If you cancel or leave a Retreat for any reason:

- 120 or more days prior to the Retreat start date, we will grant you a full refund, less a \$50 administrative fee.
- Less than 120 days the deposit or paid fee are non-refundable

initial / date

Transfer Policy

If you transfer from one Retreat to another:

- 90 or more days prior to the Retreat start date, there will be a \$25 processing fee.
- Less than 90 days prior to the Retreat start date, regular cancellation and refund policies will apply.

initial / date

Lost and Stolen Property

Sundara will not be held responsible for any theft or loss of personal possessions during the Retreat. While Sundara will use reasonable efforts to ensure the security of guests' personal possessions, Sundara cannot guarantee such safety. Each guest is responsible for the safety of all his or her own personal possessions, documents, and equipment. No responsibility or liability is or will be accepted with respect to such items.

initial / date

Travel Insurance

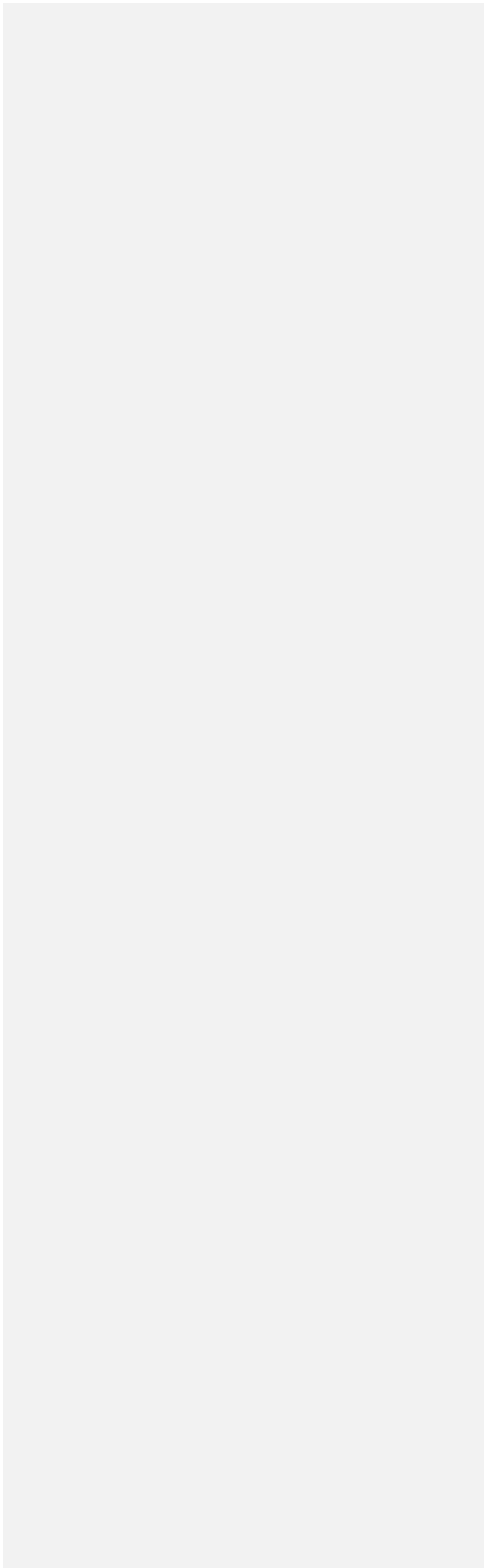
For your protection, we strongly recommend you purchase travel insurance. Travel insurance provides you with Retreat cancellation/interruption, travel delay, medical expenses, emergency assistance, air flight, baggage and baggage delay coverages to protect your financial investment. Medical coverage purchased with your policy will also satisfy our requirement for health insurance. We recommend _____ for your coverage.

I acknowledge that I have been informed of the benefits of travel insurance. If I choose not to procure travel insurance I understand that I may be at risk to financial loss and/or additional expenses due to the disruption of my Retreat because of unforeseen circumstances.

initial / date

Signature of Guest

Date



SUNDARA DESTINATIONS, LLC

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

This Assumption of Risk, Waiver and Release Agreement ("Agreement") is between the undersigned Participant and SUNDARA DESTINATIONS, LLC, an Arizona limited liability company ("SUNDARA"). In consideration of SUNDARA's acceptance of Participant's Application to participate in the Activity described below, the parties agree as follows:

1. Assumption of Risk. I, _____ (print name), on behalf of myself, my spouse/partner, child, parents, heirs, assigns, distributees, guardians, personal representatives and estate, and all other persons or entities who may have an interest at common law or by operation of statute ("Participant"), hereby acknowledge that the activities involved in this SUNDARA program, including without limitation, participating in a yoga retreat, hiking, riding in a vehicle, and all other activities related to my participation in a SUNDARA program (hereinafter "Activity"), involves inherent dangers and risks, known and unanticipated, that could result in physical or emotional injury, paralysis, death, or damage to myself, equipment, property and/or to third parties. Specifically, I understand that portions of the Activity may take place in remote and rugged areas, not regularly patrolled or supervised, and which may involve significant elevation changes and unstable terrain. I understand that communication may be difficult and that rescue and/or medical treatment may be significantly delayed. I understand that there are inherent risks involved in my participation of the Activity, including without limitation, the risks of slips or falls, exposure to the natural elements, sunburn, dehydration, heat exhaustion, heat stroke, permanent disability, and/or death. I also understand that there are risks involved in traveling to and from the Activity, including without limitation, risk of accidents and/or death from air and ground transportation, such as aircraft, automobiles, buses, shuttles, and personal transport. Other risks include the hazards of ingesting food and/or beverages, weather and forces of nature, proximity to dangerous plants and wildlife, horses, floods, drowning, tree falls, rock falls and reptiles, civil unrest and/or terrorism. Participant hereby assumes any and all risk related in any way, directly or indirectly, to the Activity and accepts personal responsibility for, any and all liability, injury, loss, or damage of any nature arising directly or indirectly from participation in the Activity and related transport.

2. Waiver and Release. Participant hereby forever waives, releases, covenants not to sue, and discharges SUNDARA from any and all claims, liability, damages, injury, and losses of any kind, arising in any way, directly or indirectly, from the Activity. Notwithstanding the foregoing, this waiver and release shall not apply to the extent of SUNDARA's sole gross negligence or intentional misconduct.

3. Physical Well-being. Participant agrees to be fully aware of his or her own physical condition and well-being during any Activity and will follow the safety precautions and instructions prescribed by SUNDARA. Although SUNDARA may make suggestions from time to time, Participant takes ultimate responsibility for his or her choices and actions. Participant acknowledges that SUNDARA is not a licensed medical provider and that Participant must consult a licensed physician with respect to any medical issues. If Participant experiences pain or discomfort at any point during the Activity, Participant will cease such Activity and promptly notify SUNDARA. Participant will not hold SUNDARA responsible for any pain or discomfort experienced during or after any Activity.

4. Medical Treatment. Participant acknowledges that SUNDARA does not provide medical personnel and is not licensed to provide medical treatment of any kind, including without limitation, spinal or skeletal adjustments, diagnoses, prescriptions or treatment of physical or mental illness. To the extent it is necessary for SUNDARA to administer first aid, Participant hereby grants to SUNDARA permission to provide first aid and medical treatment should an emergency arise and for SUNDARA to seek any additional medical support, when SUNDARA deems appropriate. If SUNDARA, in its sole discretion, orders or arranges for first aid, emergency medical care and/or transportation, Participant shall promptly reimburse SUNDARA for its reasonable expenses incurred in connection therewith, and shall be solely responsible for all costs and expenses related thereto. Participant hereby consents to, releases, and forever discharges SUNDARA from any claim whatsoever, known or unknown, arising in any way from any first aid, treatment or service rendered to Participant.

5. Insurance. Participant hereby represents and warrants to SUNDARA that Participant is covered by adequate health and other insurance necessary to cover any harm or injury Participant may suffer in connection with an Activity. Participant further certifies that he or she has no medical or physical condition that could interfere with Participant's health and safety in any Activity, or else Participant is willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. It is Participant's responsibility to determine whether he

or she is in sufficient physical health and fully able to perform all yoga exercises and any other Activity during the retreat.

6. Activity Instruction: Participant will faithfully follow all instructions given by the Activity leader and any deviation from such instructions shall be at Participant's risk.

7. Severability: If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

PARTICIPANT HAS READ THIS ASSUMPTION OF RISK, WAIVER AND AGREEMENT. PARTICIPANT UNDERSTANDS THAT HE OR SHE RELINQUISHES SUBSTANTIAL RIGHTS BY SIGNING IT. PARTICIPANT IS SIGNING THIS AGREEMENT VOLUNTARILY AND KNOWINGLY. THIS AGREEMENT SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW.

Participant's Signature _____ Date _____

Printed Name _____

IF THE PERSON PARTICIPATING IN THE ACTIVITY IS NOT YET 18 YEARS OLD:

I represent that I am the parent or legal guardian of the Participant. On behalf of the Participant and myself, I have read, fully understand, agree to, and accept all provisions of this Assumption of Risk, Waiver and Release Agreement.

Parent or Legal Guardian Signature _____

Printed Name _____

Date _____