

**LOTUS Fitness Retreats, LLC.**  
**Surf, Yoga & Fitness Retreat<sup>SM</sup>**  
**Booking Terms and Conditions**

**Date of Trip:** January 19 – January 26, 2019  
**Place of Trip:** San José & Pavones, Costa Rica  
**Accommodations:** Hotel Barceló San José and La Ponderosa

Thank you for your booking and/or traveling with LOTUS Fitness Retreats LLC. (“LOTUS Fitness Retreats”) on the Surf, Yoga & Fitness Retreat<sup>SM</sup>. These Booking Terms and Conditions (the “Terms”) apply to any travel products and/or services you have booked with or purchased from LOTUS Fitness Retreats and govern the contractual relationship between you (“Client” or “you”) and LOTUS Fitness Retreats with respect to any such retreat-related products and/or services (hereinafter, the “Products”). Please read these Terms carefully as by making a booking and paying your deposit on any product with LOTUS Fitness Retreats, or by traveling on the Surf, Yoga & Fitness Retreat<sup>SM</sup> you acknowledge that you: i) have read and understand these Terms, and ii) indicate your express acceptance of and agree to be bound by these Terms. Please note that all Surf, Yoga & Fitness Retreat<sup>SM</sup> (s) are subject to availability and all prices are subject to change without notice until paid in full.

## **1. BOOKING/PAYMENTS**

Register early to secure your space on this exclusive retreat reserved for only 12 participants. Payment can be made by Check, PayPal, VISA, MasterCard or American Express. Retreat costs include roundtrip airfare to Costa Rica from Baltimore Washington International Airport (BWI) and Detroit Metropolitan Airport (DTW).

Retreat Costs are:

- \$3,145 for Double Occupancy
- \$3,445 for Single Occupancy

Retreat Costs include those specific items detailed on the LOTUS Fitness Retreats website for the Surf, Yoga & Fitness Retreat<sup>SM</sup> in Pavones, Costa Rica (available at <https://www.lotusfitness.com/pavones/>). The Client is strongly encouraged to view the itinerary on the website (available at <https://www.lotusfitness.com/pavones/>) to ensure Client fully understands what is included in the Retreat Costs. Any additional activities, transportation, meals or any other product or service not expressly listed as included in the Retreat Costs are at Client’s sole expense and risk and LOTUS Fitness Retreats makes no warranties regarding such items or information and expressly disclaims any liability whatsoever arising from any product, service or participation thereon by Client, or any information provided by LOTUS Fitness Retreats or its representatives regarding such items.

See below for further details about booking deposit, installment payment options and final payment deadline. Note: Any first time/initial bookings made within 30 days of booking deadline (December 15, 2018), must be paid in full at the time of booking.

## **2. DEPOSIT**

A non-refundable deposit of \$350 is required to hold your booking for either a Single Occupancy or Double Occupancy booking (the “Deposit”). This deposit, along with a completed online booking form, is required. If you make a full payment on the retreat at the time of your booking, your \$350 deposit is included with your total payment. Deposits are non-refundable regardless of the circumstances. Failure to pay the balance of your

Surf, Yoga & Fitness Retreat<sup>SM</sup> on or before December 15, 2018 will result in forfeiture of deposit, any installment payments and cancellation of your booking.

### 3. INSTALLMENT PAYMENT OPTIONS

Installment payments are allowed after the initial \$350 deposit is made. Full payment of the Surf, Yoga & Fitness Retreat<sup>SM</sup> is required by December 15, 2018.

- Deposit Due: **July 15, 2018**
- 1st Installment Due: **August 15, 2018**
  - \$559 (double occupancy)
  - \$619 (single occupancy)
- 2nd Installment Due: **September 15, 2018**
  - \$559 (double occupancy)
  - \$619 (single occupancy)
- 3rd Installment Due: **October 15, 2018**
  - \$559 (double occupancy)
  - \$619 (single occupancy)
- 4th Installment Due: **November 15, 2018**
  - \$559 (double occupancy)
  - \$619 (single occupancy)
- 5th Installment Due: **December 15, 2018**
  - \$559 (double occupancy)
  - \$619 (single occupancy)

### 4. FINAL PAYMENT DEADLINE

Final payment for the Surf, Yoga & Fitness Retreat<sup>SM</sup> is due December 15, 2018. Any trip purchased within 30 days of booking deadline (December 15, 2018) must be paid in full at the time of booking if space is available.

### 5. TRAVEL DOCUMENTS, BAGGAGE FEES & TAXES

A travel visa is **not** required to enter Costa Rica. To enter the country, you will need a valid passport that does not expire within 30 days of your departure (December 19, 2018). It is your responsibility to ensure that your Medical Form and Travel Insurance Advisory Waiver are filled out and submitted to LOTUS Fitness Retreats by December 15, 2018.

Baggage Allowance Per Person:

You may bring 1 piece of checked luggage with maximum weight of 40 lbs and up to 50 linear inches / 127 cm. (length + height + width).

You may bring 1 piece of carry-on luggage with a maximum weight of 10 lbs, 33 linear inches / 84 cm (length + height + width).

Any luggage exceeding weight allowance and/or size will be subject to space availability and charged per the following excess luggage fees: 1-5 lbs = \$7 / 6-15 lbs = \$20 / 16-30 lbs = \$40 / 31-60 lbs = \$60

Client is responsible for the payment of the Costa Rica departure tax (which was \$29 USD as of January 1, 2018) and all other required taxes. You are responsible for any additional costs incurred as a result of any failure to comply with these requirements. Client is encouraged to see the United States Department of State

website ([www.state.gov](http://www.state.gov)) for any other travel advisories with regard to Costa Rica. It is the Client's sole responsibility to exercise any such due diligence.

## 6. TRAVEL INSURANCE

Travel insurance is not included in the cost of the Surf, Yoga & Fitness Retreat<sup>SM</sup>. When traveling with LOTUS Fitness Retreats, it is highly encouraged that you have comprehensive travel insurance to cover you for the full duration of your journey for costs associated with illness, injury, death, loss of or damage to baggage and personal items, cancellation, loss of deposit, medical and hospitalization expenses, repatriation and curtailment expenses due to illness, the need to return home unexpectedly, evacuation expenses and accidental death or disability. All guests of the Surf, Yoga & Fitness Retreat<sup>SM</sup> are required to sign a waiver indicating they have been advised to purchase additional travel protection insurance. LOTUS Fitness Retreats does not consider travel insurance offered by credit card companies as providing adequate coverage. Client agrees to hold LOTUS Fitness Retreats harmless related to any issues arising between Client and any travel insurance agency or agencies.

## 7. FORCE MAJEURE

LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup> shall not be liable in any way to the Client (and all of Client's personal representatives, heirs, executors, administrators, agents, and assigns) for death, bodily injury, illness, damage, delay or other loss of detriment to person or property, or financial costs both direct and indirect incurred, or for Surf, Yoga & Fitness Retreat<sup>SM</sup> failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and whosoever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup>, or any event which Surf, Yoga & Fitness Retreat<sup>SM</sup> or the supplier of services, even with all due care, could not foresee.

## 8. REFUNDS AND CANCELLATION

Cancelled bookings may incur charges. These charges, as detailed below, may be up to 100% of the Retreat Costs. Fees and extra charges may apply where a booking is made and then needs to be changed which results in tickets or documents which were secured based on the original booking need to be re-issued. In the event that LOTUS Fitness Retreats incurs any liability for a cancellation fee or charge for any booking that you change or cancel, you agree to indemnify us and pay LOTUS Fitness Retreats the amount of that fee or charge. **There will be no refunds or changes in retreat costs for arriving late or leaving early.**

Cancellations by you, the Client: In the case that Client must cancel their participation in the Surf, Yoga & Fitness Retreat<sup>SM</sup>, the following cancellation fees will be incurred:

- Deposit (\$350) is non-refundable
- 59 to 45 days before departure – 25% of Retreat Costs
- 44 to 31 days before departure – 50% of Retreat Costs
- Within 30 days of departure – 100% of Retreat Costs

Cancellations by LOTUS Fitness Retreats. In the case that LOTUS Fitness Retreats must cancel a trip for any reason, such as not reaching a minimum number of participants (8) within 30 days of the departure, all fees paid to LOTUS Fitness Retreats will be reimbursed to the Client.

## **9. LIABILITY**

LOTUS Fitness Retreats is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the Product(s), or a force majeure event (as herein defined).

## **10. SEVERABILITY**

If any provision of these Terms will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## **11. GOVERNING LAW**

The Contract and these Terms are subject to the laws of Maryland and all Clients submit to the exclusive jurisdiction of the courts located in Annapolis, Maryland, United States for the resolution of any dispute under these Terms or concerning a Product.

## **12. HEALTH, FITNESS AND MEDICAL**

Client is obligated to read, fill out and submit to [Active@lotusfitness.com](mailto:Active@lotusfitness.com) the **Medical Form (PDF)** honestly, accurately, and completely. Client should consult a physician regarding Client's fitness for travel and adventure travel in particular. LOTUS Fitness Retreats encourages Client to seek a physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of Client's travel with LOTUS Fitness Retreats.

## **13. BOOKINGS SOLD ON SHARED BASIS**

Bookings may be accepted where requested on a share room basis on the condition that the person/s requesting the share booking agrees that although every effort will be made to comply with specific requests, this is not always possible and we accept no responsibility for any incompatibility between persons sharing Double Occupancy rooms.

## **14. AIRLINE CHANGES**

LOTUS Fitness Retreats is not responsible for any schedule changes imposed by airlines. While we will do our best to reschedule your Retreat and accommodations, LOTUS Fitness Retreats is not responsible for any additional costs nor services missed as a result of any airline-imposed change.

## **15. TRAVEL AND ACCOMMODATION**

Airline flights to Costa Rica, hotels, shuttle services, airline flights within Costa Rica and other constituent elements of the Surf, Yoga & Fitness Retreat<sup>SM</sup> will be arranged by LOTUS Fitness Retreats with international and local suppliers in Costa Rica who may themselves engage the services of other international and local operators and/or sub-contractors. LOTUS Fitness Retreats will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into these Terms, and Client consents to these Terms and the limitations and obligations

contained herein. These may limit or exclude liability of the supplier. The liability of LOTUS Fitness Retreats will not exceed that of any supplier. All suppliers will be selected and assessed by LOTUS Fitness Retreats in reference to local laws and regulations in the relevant country of operation. Neither LOTUS Fitness Retreats nor any carrier is liable for the acts or omissions of any independent contractors.

## **16. CHANGES IN PRICE AND MINIMUM NUMBERS**

Please note that all retreats are subject to availability and all prices are subject to change without notice until your Surf, Yoga & Fitness Retreat<sup>SM</sup> has been paid in full. We reserve the right to change the trip components, the departure date, or any other aspect of the trip at our discretion until the trip has been paid for in full. All trips are based on a minimum number of 8 participants. If this minimum number is not reached within 30 days of departure, we reserve the right to cancel or re-price this trip as appropriate. If we re-price the trip and you decide not to proceed, or if we cancel the Surf, Yoga & Fitness Retreat<sup>SM</sup>, your deposit is refundable in full. In all other circumstances your deposit is non-refundable.

## **17. ONLINE BOOKINGS**

All online reservations shall be deemed as booked in the United States, and shall be subject to United States law and jurisdiction.

## **18. IMAGES AND MARKETING**

The Client agrees that while participating in any Surf, Yoga & Fitness Retreat<sup>SM</sup> activity or related event or activity, images, photos or videos may be taken by other clients and/or LOTUS Fitness Retreats representatives that may contain or feature the Client in part or in whole. Client acknowledges consent to any such pictures being taken and hereby grants a perpetual, royalty-free, worldwide, irrevocable license to LOTUS Fitness Retreats, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to Client or compensation payable to Client.

## **19. CONSENT TO CONDITIONS**

By making any booking, you agree to comply with these Terms and warrant that you have obtained agreement to these Booking Conditions from all other clients for whom the booking is made. You are responsible for the total price of all bookings that you make.

## **20. REFUSAL OF SERVICE**

LOTUS Fitness Retreats retains the right to refuse service to Client at any time, for any lawful reason whatsoever, in its sole discretion.

## **21. COACH CONDITIONS**

LOTUS Fitness Retreats reserves the right to replace any instructor or guide with another of equal or greater experience, certifications and teaching skills in the case that the said instructor or guide is unable to host the trip.

## **22. AMENDMENTS**

LOTUS Fitness Retreats reserves the right to update and/or alter these Terms at any time and shall post the amended Terms of the Surf, Yoga & Fitness Retreat<sup>SM</sup> on the LOTUS Fitness Retreats website

<https://www.lotusfitness.com/pavones-2/>). LOTUS Fitness Retreats strongly encourages that Client refer to the Terms prior to their travel to familiarize yourself with the most up-to-date version hereof.

## **23. DECLARATIONS**

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to zip lining, yoga, surfing, walking, jogging, running, aerobic activities, aquatic activities, bike riding, scuba diving, swimming, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of LOTUS Fitness Retreats or Surf, Yoga & Fitness Retreat<sup>SM</sup> or otherwise.

## **24. DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS," AND LOTUS FITNESS RETREATS MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## **25. RELEASE**

You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup> (and LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup> affiliates, related entities, officers, members, directors, employees, instructors, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the Surf, Yoga & Fitness Retreat<sup>SM</sup> in any way, including claims alleging negligence of LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup>, whether active or passive, or any of LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup> affiliates, officers, members, directors, employees, agents, instructors, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your participation in any activity, class, program, instruction, or event, including but not limited to zip lining, yoga, surfing, walking, jogging, running, aerobic activities, aquatic activities, bike riding, scuba diving, swimming, or any other sporting or recreational endeavor (b) improper maintenance of any equipment, premises or facilities, (c) negligent instruction or supervision, including but not limited to zip lining, surfing, yoga, fitness classes (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from any activity, including injuries resulting from LOTUS Fitness Retreats or Surf, Yoga & Fitness Retreat<sup>SM</sup> or anyone else's negligent inspection or maintenance of a facility or premises.

## **26. INDEMNIFICATION**

You agree to indemnify LOTUS Fitness Retreats, defend and hold us and our officers, members, directors, employees, agents, representatives and affiliates harmless from any liability, loss, claim and expense including reasonable attorneys' fees, related to your violation of these.

To the fullest extent allowed by law, you agree that you will not institute any lawsuit or other legal action against LOTUS Fitness Retreats and Surf, Yoga & Fitness Retreat<sup>SM</sup>, its officers, members, directors, delegates, employees, staff, instructors, agents, representatives, or assigns and all organizations and individuals assisting in promoting, conducting or otherwise affiliated with the activity as a result of your participation in or injury from any LOTUS Fitness Retreats related or, LOTUS Fitness Retreats organized, LOTUS Fitness Retreats advertised, LOTUS Fitness Retreats sponsored or LOTUS Fitness Retreats

subsidized activity. Individuals assisting in promoting, conducting or otherwise affiliated with the activity as a result of your participation in or injury from any LOTUS Fitness Retreats related or, LOTUS Fitness Retreats organized, LOTUS Fitness Retreats advertised, LOTUS Fitness Retreats sponsored or LOTUS Fitness Retreats subsidized activity, including any insurance agent.

You acknowledge that you have carefully read these Terms, waiver and release and fully understand that it is a contract, release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing these terms and conditions, waiver and release, you are giving up your right to bring a legal action or assert a claim against LOTUS Fitness Retreats or Surf, Yoga & Fitness Retreat<sup>SM</sup>.

You have read and voluntarily signed the terms and conditions, waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Service Recipient:

Client Printed Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Service Provider:  
LOTUS Fitness Retreats, LLC.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_