

# Terms and Conditions

By booking or participating in a retreat (a “Retreat”) with Copal Retreat Inc. (“Copal Retreat”), you (“you”) agree to the below Terms & Conditions (the “Terms”). If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

During your retreat there is a possibility that an activity may be cancelled, or part of the itinerary changed due to causes beyond the control of Copal Retreats. In such circumstances we will not be able to provide refunds for those changes, however, we will do our best to manage those circumstances so that you may continue to enjoy and be safe while on your vacation. Liability Waiver and Assumption of Risk While Copal Retreats SA de CV places safety for the well-being of the client above all there are inherent risks involved in travelling, participating in the yoga sessions, surfing, stand up paddling and the adventure activities. These risks include but are not limited to damage or loss of personal belongings and personal injury. By signing the below, the participant makes the statement that he/she is in satisfactory health and suffers from no physical impairment to voluntarily participate in the yoga sessions and adventure activities per the retreat description and accepts and assumes all of the risks existing in those activities and those involved while travelling in Mexico. The participant agrees to research the risks of those activities and of travel for which she/he is not aware. The participant voluntarily waives any claim to maintain a lawsuit or demands of any kind against Copal Retreats SA de CV., and its staff and of the partner companies with which Copal Retreats works for injury, illness, death, accident, loss or damage of personal property which may occur during her/his participation on a Copal Retreats retreat. We highly recommend that all participants purchase travel insurance that covers emergency medical care, cancellation of flights or trip due to illness or other reasons and for loss or theft of personal items. Please review our policies below prior to booking. Reservations: FOR ALL BOOKINGS All reservations will be held through a \$350 deposit made through PayPal, e-transfer, and Credit Card. This deposit is non-refundable. Payment for all nights booked must be paid prior to arrival. If failure to pay your credit card will be charged automatically.

**Please review all terms and conditions listed below:**

## ***1. YOUR RETREAT BOOKING CONTRACT & PACKAGE***

Your booking is confirmed, and a contract exists when Copal Retreat issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Copal Retreat immediately. Please ensure that names are exactly as stated in the relevant passport. You must be at least 18 years of age to make a booking and on the first day of the retreat.

## ***2. RETREAT PACKAGE EXCLUSIONS***

- Retreat packages do not include the following:
- International or domestic airfare
- Missed transport pick up times
- Transport apart from what is listed in the package details
- Optional extras and activities (Any meals, activities or tours not listed in the retreat package inclusions)
- Passport (must be valid for 6 months after departure date)
- Mandatory insurance (as stated in section 3 below)
- Airport transfers outside of the group shuttle / flight window
- Personal expenses
- Gratuity (at your own discretion)
- Negative Covid Test Result for Entry/Exit of your home country or destination (if required)

## ***3. HEALTH, SAFETY & MANDATORY INSURANCE REQUIREMENTS***

Travel insurance is required to attend any Retreat. You must purchase travel insurance with a minimum medical, evacuation and repatriation coverage of \$200,000 USD, covid coverage, covering all applicable dates of travel. This insurance must cover personal injury and emergency medical expenses including coverage in the case you contract covid. You are strongly recommended to extend your coverage to include CANCEL FOR ANY REASON that covers cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

In the event you are ill and cannot attend your retreat, or for any other reason that you can't attend, you will need to submit a claim to your trip insurance company for reimbursement (reimbursement subject to the approval/terms of your specific policy). There are no refunds from Copal Retreats on your final retreat payment. Copal Retreats is not a trip insurance provider and is not responsible for the specific terms of your policy. Insurance reimbursement for a Retreat is not within Copal Retreats' control and this information does not constitute insurance advice. Please consult an insurance professional and understand your policy coverage limits so there are no surprises for you.

#### ***4. PRICES & SURCHARGES***

Copal Retreat will not increase the price of your Retreat after you have paid your deposit. Retreat prices may vary at any time in accordance with demand, teacher fees and offerings, market conditions and availability. Copal Retreats may offer discounted pricing from time-to-time on retreat packages. Discounted pricing applies only to new bookings and may not be combined. If a booking has already been made, Copal Retreats are not entitled to discount original pricing.

#### ***5. DEPOSIT & FINAL PAYMENT***

Retreats are priced in USD as listed on the Retreat booking page. A deposit of \$350 is required to confirm your Retreat booking and is non-refundable. Final payment of your balance is due 60 days before the Retreat start date unless otherwise noted. Failure to make payment by the applicable due date may forfeit your booking on the retreat and be treated as a cancellation. If a booking is made less than 60 days before the Retreat start date, the full amount must be paid at the time of booking. If, for any Retreat booked, payment terms differ from those outlined in this section, the applicable terms will be communicated on the Retreat page. Copal Retreats is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to by Copal Retreats. By booking a retreat with Copal you forfeit any reimbursement claim through PayPal.

## ***6. CANCELLATION BY RETREAT GUEST***

You may cancel your booking by notifying Copal Retreats by email at [info@copalretreat.com](mailto:info@copalretreat.com). The following cancellation penalties will apply:

- Initial deposits are non-refundable.
- If cancelled 90 days before the Retreat start date, your initial deposit may be transferable to another retreat.
- If cancelled 60 days or less prior to the Retreat start date, 100% of the Retreat price is forfeited.
- If you choose to join the Retreat after the start date or leave the Retreat prior to the end date, full payment of the Retreat price will apply.

## ***7. CANCELLATION BY COPAL RETREAT***

Copal Retreat may cancel or postpone a Retreat for any reason. If the Retreat is cancelled, Copal Retreat will refund 100% of the Retreat package price including the deposit. In case of any cancellation for any reason, we are not responsible for any incidental expenses that you may have incurred as a result of your Booking, including but not limited to, visas, vaccinations, unfavorable exchange rate fluctuations, travel insurance excess or non-refundable flights.

Copal Retreat shall not be liable or responsible to you for any failure or delay in fulfilling its services, when and to the extent such failure or delay is caused by or results from acts beyond Copal Retreats reasonable control, including, without limitation, Less than 8 guest enrollment, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, drought, bushfire, storm or other natural disaster, explosion, or public health and safety emergency characterized by an applicable government authority; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other events beyond the reasonable control of the Company.

In circumstances where the cancellation is due to external events, Copal Retreats will reschedule the Retreat to a future date and provide you written notice of the same. If the retreat is postponed, your deposit and any payments will be transferred to the new dates. If you are unable to attend the new dates and wish to cancel, you

will be entitled to a refund less the deposit amount. The deposit amount may be used as credit for any future retreat.

Copal Retreat shall not be liable for any loss or damage suffered by you, including but not limited to the loss of the Deposit and/or Full Payment, as a result of a Force Majeure Event and/or the cancellation of a Retreat or Activity due to a Force Majeure Event. Copal Retreats is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment.

During your retreat there is a possibility that an activity may be cancelled, or part of the itinerary changed due to causes beyond the control of Copal Retreats. In such circumstances we will not be able to provide refunds for those changes, however, we will do our best to manage those circumstances so that you may continue to enjoy and be safe while on your vacation.

## ***9. ACCEPTANCE OF RISK***

You acknowledge that the activities and inclusions offered on the Retreat by Copal Retreats may involve a degree of risk to your health and safety. By booking and travelling with Copal Retreat you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release Copal Retreats from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including visiting foreign destinations, and participating in activities such as those included in Retreat itineraries or otherwise offered by Copal Retreats or any Third Party associated with Copal Retreat. To participate in a Retreat, Copal Retreat requires that you confirm your assumption of this responsibility by completing the participation waiver (the "Waiver") prior to departing on your Retreat.

You agree that Copal Retreat is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Retreat is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on the Retreat or, if in the opinion of Copal Retreats (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, Copal Retreats may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Copal Retreat. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Copal Retreat or their suppliers for property damage, destruction or theft caused by you while on a Retreat. You agree to immediately report any pre-existing damage to a representative of Copal Retreat and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on the Retreat including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Copal Retreats nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to Copal Retreats as soon as possible in order to provide Copal Retreats the opportunity to properly address such complaint. You agree to inform your retreat leader directly. Copal Retreats assumes no liability for complaints that are not properly brought to the attention of Copal Retreats and cannot resolve or attempt to resolve complaints until proper notice is provided.

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physical impairment to voluntarily participate in the yoga sessions and adventure activities per the retreat description and accepts and assumes all of the risks existing in those activities and those involved while travelling. The participant agrees to research the risks of those activities and of travel for which she/he is not aware. The participant voluntarily waives any claim to maintain a lawsuit or demands of any kind against Copal Retreats SA de CV., and its staff and of the partner companies with which Copal Retreats works for injury, illness, death, accident, loss or damage of personal property which may occur during her/his participation on a Copal Retreats retreat.

#### ***10. THIRD PARTY SUPPLIERS & YOGA TEACHERS***

Copal Retreat makes arrangements with accommodation providers, yoga teacher(s), wellness providers, activity providers, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with some or all of the components of your Retreat. Third Party Suppliers may also engage the services of local operators and sub-contractors. Copal Retreats cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Copal Retreats does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction. In the event, the yoga teacher(s) or wellness provider(s) is unable to attend the Retreat and perform their duties, Copal Retreat has the right to replace the yoga teacher(s) or wellness provider(s). Copal Retreats is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party.

#### ***11. LIABILITY***

You acknowledge and agree that Copal Retreats and their respective employees, teachers, volunteers, affiliates, officers, directors, successors, sponsors, booking agents, partners, representatives, and assigns (collectively, “Copal Retreats Parties”) shall not be held liable for any direct, indirect, consequential or incidental

damage, liability, injury, loss, cost or expense you may incur (including any claim relating to personal injury, illness, death, property damage or loss, delay or other inconvenience) arising out of or by reason of (i) the acts or omissions of any Third Party Operator or (ii) the negligence of any of the Copal Retreats Parties or (iii) any acts or omissions of any other parties or (iv) force majeure events.

You, and on your behalf your executors, administrators, heirs, administrators, heirs, successors, and assigns release Copal Retreats Parties from any and all claims, liabilities, losses, expenses, damages, demands, actions, causes of action, lawsuits or sums of money of any kind arising out of, by reason of, resulting from and/or related to any Retreat you may book and/or participate in; and you understand and acknowledge that you are fully responsible for and expressly assume any and all risks, whether known or unknown, in connection therewith.

## ***12. PHOTO AND MARKETING***

You agree that, while participating in any Retreat, images, photos or videos may be taken by other participants, Copal Retreats or its representatives that may contain or feature you. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to Copal Retreats, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## ***13. PRIVACY POLICY***

Any personal information that is collected by Copal Retreat about you may be used for any purpose associated with the operation of a Retreat or to send you marketing material in relation to our Retreats and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Retreat.