

# DARE TO CHOOSE YOU RETREATS

## PLEASE READ OUR TERMS AND CONDITIONS:

### 1.0 PAYMENTS & CANCELLATIONS

#### 1.1 TERMS OF SERVICE

Dare To Choose YOU Retreats will list what is included and not included on the trip page. Airfares, airport transfers, in-transit accommodation, visas, airport taxes, travel insurance and alcohol are rarely included.

#### 1.2 RESERVATIONS

To reserve your place on one of our retreats please complete our payment form and complete your deposit payment

#### 1.3 PAYMENT & ACCEPTANCE OF TERMS AND CONDITIONS

Dare To Choose YOU Retreats will consider acceptance of Terms and Conditions by any Customer who has made a part or complete payment for the service. You are not required to sign these terms and conditions to be in acceptance of them. Please note that the signature is required for your video release waiver form. Payments can be made via Paypal Invoice or Direct Bank Transfer. Final balances are due 30 days before the retreat start date. If final payment is not received by 30 days prior to retreat start date, Dare To Choose YOU Retreats reserves the right to cancel your reservation and accept new reservations for your space. In this case your deposit will be forfeited.

#### 1.4 CANCELLATION BY GUEST & REFUND POLICY

If you wish to cancel your retreat you must notify [hello@daretochoose.com.au](mailto:hello@daretochoose.com.au) by email. Once we've received your notice, cancellation will take effect. Please NOTE that we employ a strict NO REFUND POLICY. Due to the nature of the business and Dare To Choose YOU Retreats incurring costs immediately upon a customer's acceptance and payment, Dare To Choose YOU Retreats reserves the right not to refund monies under any circumstances. Dare To Choose YOU Retreats reserves the right to refund customers at its own discretion pending how long until the Retreat in question is due to commence. If there is a reasonable time frame, we will enact a refund less administrative, advertising and booking fees.

#### 1.5 CANCELLATION BY Dare To Choose YOU Retreats

We will do our best to make sure all our retreats run without disruption. However, your safety is our priority. In the unlikely event that we have to cancel a retreat whether it be due to natural disaster, illness, civil unrest, or any other unforeseen circumstance out of our hands, participants may transfer their deposit to a future retreat (within 12 months). While we help out as much as we can during this process, we have to be super clear so we're on the same page - **In the event of a cancelled retreat, Dare To Choose YOU Retreats is not liable for any refunds or reimbursements.** Participants can however lodge a claim with their travel insurance company for a refund or reimbursement. Travel insurance is a real must to protect you from any unforeseen events.

#### 1.6 CHANGES BY Dare To Choose YOU Retreats

Dare To Choose Retreats reserve the right to make changes deemed necessary by our team, retreat leaders, teachers or partners prior to retreat start date. In the event that we need to make a change to the venue, the teacher, the itinerary, any other aspect of the retreat, whether it be due to unforeseen circumstances like natural disaster, illness, civil unrest, death, closure, or any other unforeseen circumstance, guests may transfer their deposit to a future retreat where trip start date is within 12 months from the start date of the current retreat. All other payments will be forfeited and Dare To Choose YOU Retreats will not be liable for refunding or reimbursing any amount beyond the transfer of the deposit. Dare To Choose YOU Retreats is not responsible for reimbursing you or refunding you for any amount paid if you decide to cancel based on these changes. This is the responsibility of your chosen Travel Insurance company and policy. **Please note that we require travel insurance** so that you can make a claim based on the changes and have your expenses reimbursed by the travel insurance that we require for exactly this reason in addition to other medical and travel complications that may occur. You will not be entitled to claim any additional amounts or seek any compensation for any 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).

## **1.7 DISRUPTED TRAVEL**

It's the participant's responsibility to ensure a valid passport, good for 6 months from after the date you intend to return home. It is the participant's responsibility to check whether travel on their passport requires a visa. In the event that a participant's passport or visa disrupts travel, Dare To Choose Retreats will not be liable for any compensation.

# 2.0 INSURANCE & DOCUMENTATION

## **2.1 TRAVEL INSURANCE**

Travel insurance for all Dare To Choose Retreats trips are mandatory, whether you are traveling overseas or based in the country. It is vital that travel insurance covers participant for the location and dates of retreat and includes medical coverage and natural disaster coverage. We highly recommend that you add 'Cancel for Any Reason' to your policy to receive financial compensation for any reason. For example, you'll be covered if something comes up, a family emergency, a new job opportunity, or if Dare To Choose YOU Retreats has to cancel due to weather, staff injury, staff illness or other unforeseen reasons. Although normal trip cancellation will cover you for illness or injury, or for a travel companion's illness, injury or death, it is limited to these.

## **2.2 TRAVEL DOCUMENTS AND IMMUNISATIONS**

It is the responsibility of each traveller to obtain all required travel documents including Visas and other travel documents unless otherwise noted. Information regarding necessary documentation is provided per retreat on our website or you can contact us for more detailed information regarding your retreat requirements. It is your responsibility to purchase correct immunisations. Please contact your nearest travel clinic for the latest requirements.

# 3.0 ACKNOWLEDGEMENT

## **3.1 ACKNOWLEDGEMENT OF RISKS - ASSUMPTION OF RESPONSIBILITY**

Although Dare To Choose YOU Retreats has taken reasonable steps to ensure safety, I (the retreat participant) 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 retreat to retreat and may include but are not limited to: hiking, backpacking and climbing in a wide variety of environments including on rock, snow and ice; bicycling on trails and roads with a wide range of surface conditions and traffic volume; rock climbing, climbing on climbing apparatus and ropes courses, using zip-wires and rope swings; white-water rafting, river kayaking, sea-kayaking and canoeing; swimming, snorkeling and surfing; fishing.

Dare To Choose YOU Retreats can involve 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, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration and other mild or serious conditions.

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

I (the retreat participant) acknowledge and understand that Dare To Choose YOU Retreats retreats 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 (the retreat participant) 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.

## 4.0 WAIVER

### 4.1 RELEASE AND WAIVER OF LIABILITY

**DECLARATION OF HEALTH.** By accepting this Tour Participant Agreement, I (the retreat participant) 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 Dare To Choose YOU Retreats retreats. 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 Dare To Choose YOU 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 Dare To Choose YOU Retreats retreat, 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 Dare To Choose YOU Retreats including its owners, directors, employees, guides, yoga teachers and partners from liability for personal injury, illness, emotional damage, incurred travel expenses or property damage I may incur as a result of participation on this retreat. For the benefit of everyone on your retreat, Dare To Choose YOU Retreats reserve 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 retreat, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the retreat. Dare To Choose YOU Retreats will carry no responsibility or liability for any participant who leaves the retreat prior to its conclusion or for any activity undertaken by any participant which is not included on the retreat itinerary.

### 4.2 RELEASE AND PERMISSION TO PHOTOGRAPH AND VIDEO

By agreeing to the terms outlined here and elsewhere on the Dare To Choose YOU Retreats website I hereby grant permission for Dare To Choose YOU Retreats to the rights of my image, video or likeness. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse commercial settings within an unrestricted geographic area. Photographic, audio or video recordings may be used for the following purposes: commercial presentations, online music video platforms (YouTube, Vimeo, etc), television or broadcast media distribution, social media. By signing this release, I (the retreat participant) understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public business settings.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_