

## **GROOVE RETREATS, PURA VIDA WELLNESS RETREATS AND #GROOVINMYLIFE RETREATS REFUND POLICIES AND ASSUMPTION OF RISK**

### **Reservations & Payments**

- A NON-refundable and NON-transferable deposit is required to reserve your space.
- The deposit will confirm your reservation. Your deposit is nontransferable and required to reserve your space at the retreat.
- The balance is due in full no later than six weeks (42) days prior to the retreat start date.
- If the balance is not paid in full by the Payment Date, your booking will be cancelled.
- Late bookings may or may not be approved in TWGM's sole discretion. In the case of late bookings, such bookings must be approved in advance by TWGM and full payment will be required within a week (7 days) of the retreat start date.

Please refer to the web page for your specific TWGM retreat for additional deposit, reservation and payment information.

### **Payment Plans are available:**

Please email your event retreat manager (as referenced on the TWGM web page relating to your specific retreat) to request a payment plan. TWGM may or may not approve any payment plans in its sole discretion on a case-by-case basis.

### **Sharing Accommodations:**

Sharing accommodations is a great way to travel and keep costs low, not to mention the incredible opportunity to get to know other amazing cool people. If you have someone you've decided to share a bed with, it is your responsibility to send us the name and email address of that person. Your shared bed accommodation will not be confirmed until both individual's deposits have been received. If one person cancels, the other will be responsible for paying a minimum 50% of the cancelling individual's retreat fee unless another bedmate can be found. Transfers from shared bed packages to other accommodations will be allowed for a fee equal to the difference in retreat fee according to the current booking rate, including additional fees, post Early Bird Deadline. Please refer to the web page for your specific TWGM retreat for your specific Early Bird Deadline.

### **Cancellation by you:**

You (or any member of your party) may cancel your retreat at any time providing that the cancellation is made by the person who made the booking and is communicated to us in writing. Cancellation will take effect the day such notification is received by us. If you fail to pay your deposit or balance by the Payment Date then your retreat will be automatically cancelled. As cancellation incurs administrative costs, we will retain your deposit and, in addition, may apply cancellation charges up to the maximum shown below:

### **Cancellations Charge:**

- 30 days or more before arrival: Deposit only
- 15-29 days before arrival: 75% of retreat cost
- Less than 15 days before arrival: 100% of retreat cost

Once your retreat has commenced, no refund or part refund or unused portion of your retreat will be repaid in the event of cancellation by you. If the reason for cancellation is covered under the terms of an Insurance Policy, you may be able to reclaim these charges. Under no circumstances will we be able to refund the cost of your flights or other travel arrangements.

*Note: If the reason for your cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges.*

### **Insurance**

WE STRONGLY RECOMMEND THAT YOU HAVE FULL TRAVEL AND MEDICAL INSURANCE TO COVER YOUR STAY, THE ACTIVITIES DURING YOUR STAY AS WELL AS YOUR TRAVEL ARRANGEMENTS. TWGM DOES NOT PROVIDE YOU WITH INSURANCE OF ANY KIND.

### **Cancellations & Refunds**

The World Groove Movement, and/or the retreat venue (the "Organizers") will not be held responsible for any additional travel expenses incurred in preparation for canceled retreats including airline tickets, travel delays, flight cancellations or illness. Deposit is Non-refundable and Non-transferable.

### **All Retreat Package Prices:**

For a detailed list of the items that are included with your retreat, please refer to the TWGM web page for your specific retreat.

### **Retreat Package Prices Generally DO NOT include (REFERENCE WEB PAGE):**

- Transportation (unless otherwise stated on the retreat web page)
- Personal order gratuities (liquor bar, special services, etc.)
- Items of a personal nature (i.e. laundry, drinks, telephone calls, personal clothing, sunscreen, elective resort activities)
- Emergency evacuation
- Personal travel or medical insurance
- Any item that is not specified as being included

### **Weather, Tour Dates, Delays & Route Changes**

The Organizers have no control over the weather. In case of weather conditions we will do everything we can to reschedule. The Organizers reserve the right to cancel any retreat up to 2 weeks prior to departure, in which case any payment you have made will be refunded in full. You will not be entitled to make any further claims for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation. The Organizers will not be responsible for any damages not resulting from the acts or omissions of third parties, including but not limited to, expenses or inconveniences caused by late departures or change of schedule, nor will be responsible for loss or damage to baggage or any of the passenger's belongings.

## IMPORTANT NOTE

Notice is hereby given that all arrangements made on behalf of customers are made by the Organizers on the sole condition that the Organizers shall not be held responsible for any injury, death, accident, delay, loss, damage, or irregularity which may be occasioned through acts of any company and/or persons engaged in carrying out arrangements and services described herein or otherwise in connection herewith, and further on the condition that you execute the Assumption of Risk and Release of Liability contained herein. The Organizers reserve the right to withdraw or refuse any service to any customer at the discretion of the Organizers. Payment of deposit is taken as acknowledgment of an agreement to the above items.

### Assumption of Risk

Travelling to a foreign country carries certain inherent risks that cannot be eliminated regardless of the care and steps the Organizers have taken to avoid injuries. I acknowledge that the same elements that contribute to the unique character of the retreat can cause personal injury or loss or damage to my equipment. The following describes some, but not all, of those risks:

- Activities may occur away from medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment or facilities may fail or malfunction, despite reasonable maintenance and use.
- Travel may be by vehicle over unpredictable environments.
- Environmental risks and hazards include wildlife as well as unpredictable forces of nature such as weather which may change without notice and result in unpleasant conditions.

\_\_\_\_ I am aware that my participation in the retreat includes risks of personal property damage or loss, bodily injury or death. 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 both identified herein and not specifically identified.

\_\_\_\_ I represent that I am fully physically capable of participating in the retreat without causing risk or harm to others or myself. My participation in the retreat is purely voluntary and I elect to participate in spite of and with full knowledge of all inherent risks and all other risks. I personally, knowingly, and voluntarily assume all these risks and all other risks. I understand that the Organizers will take reasonable measures to ensure my safety while engaging in the retreat; however, things may happen that are beyond our control and we cannot guarantee my safety while I am engaged in the retreat. By signing below, I personally, freely and expressly assume and accept, to the fullest extent permitted by applicable law, any and all risks of injury, death, property loss, and all other possible losses which might be attributable to us.

\_\_\_\_ I understand and acknowledge that the Organizers are not insurers of my or any other third party's behavior, actions or participation in the retreat, and that the Organizers assume no liability whatsoever for any injuries or property damages whatsoever to myself or to third persons arising out of or in any way connected to the retreat.

\_\_\_\_ If any illness, injury, or accident occurs during the retreat which requires immediate medical attention, I hereby consent to allow any member of the Organizers' staff to obtain such emergency treatment for me. I further understand that the cost of any medical care deemed necessary for the treatment of any emergency illness, injury, or accident occurring in relation to the retreat is my sole responsibility. I agree that the Organizers are not obligated to pay or in any way provide compensation for such medical care.

**RELEASE OF LIABILITY**

In consideration for participating in the retreat, I voluntarily agree, for myself, my heirs, executors, and administrators, to the following:

\_\_\_ To the maximum extent permitted by law, I agree to RELEASE, WAIVE, HOLD HARMLESS, and DISCHARGE the Organizers from, and AGREE NOT TO SUE the Organizers for any and all liability to myself or my spouse, myself or my spouse’s personal representatives, assigns, heirs and next of kin, for any claims, actions, demands, expenses, attorney’s fees, breach of contract actions, breach of statutory duty, or other duty of care, and all causes of action whatsoever, that I or my spouse might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that occurs as a result of my participation in the retreat or transportation to or from the retreat.

\_\_\_I agree to INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS the Organizers from any loss, liability, damage, or cost I or my spouse, myself or my spouse’s personal representatives, assigns, heirs and next of kin may incur in relation to my participation in the retreat or transportation to or from the retreat.

**I HAVE CAREFULLY READ THE TERMS OF THIS AGREEMENT, WAIVER AND RELEASE, AND FULLY UNDERSTAND ITS CONTENT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THIS CONTRACT AND REVIEW IT WITH MY ATTORNEY, IF ANY. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A LEGALLY BINDING CONTRACT BETWEEN MYSELF AND THE ORGANIZERS. THIS RELEASE IS FREELY AND VOLUNTARILY GIVEN.**

**Choice of Law; Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the Nicaragua, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the retreat will be brought solely in Nicaragua and you consent to the jurisdiction of such courts.

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

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

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

Any questions, please contact [info@TheWorldGROOVEMovement.com](mailto:info@TheWorldGROOVEMovement.com).

See you soon!

Misty Tripoli