

## TERMS OF SERVICE

1. Welcome to Yoga Beyond The Studio Retreats LLC. These Terms of Service ("Terms" or "Agreement") govern your participation in any retreat, trip, or event (each a **"Retreat"**) organized by **Yoga Beyond The Studio Retreats LLC** ("YBTS Retreats", "we", or "us"). Yoga Beyond The Studio LLC, which markets and facilitates retreat bookings, is an affiliate of YBTS Retreats and is included in references to the **"Company"** and protected by these Terms. By reserving a spot or participating in a Retreat, you (the **"Participant"** or **"you"**) acknowledge that you have read, understood, and **agree to be bound by these Terms**. These Terms are legally binding, so please read them carefully.
2. For purposes of this Agreement, the term **"Retreat"** is defined broadly to include any travel experience, tour, wellness retreat, yoga or Pilates retreat, workshop, or any kind of trip offered by the Company. All Retreats are operated by Yoga Beyond The Studio Retreats LLC, while Yoga Beyond The Studio LLC serves as a marketing partner. The distinctions between these entities do not affect your obligations or our protections under these Terms.
3. All Retreat prices are listed per person in U.S. Dollars (USD) unless otherwise stated. The specific inclusions (e.g. accommodations, meals, classes, activities, excursions) for each Retreat will be described in the Retreat information or booking page. **Unless expressly stated otherwise, the following are NOT included in the Retreat price:** airfare or other transportation to/from the Retreat start location, visa or passport fees, travel insurance or health insurance, required vaccinations or COVID-19 tests, personal expenses (such as souvenirs, laundry, phone calls, or snacks), alcoholic beverages (unless explicitly included), optional tours or activities not arranged by the Company, and gratuities/tips. You are solely responsible for arranging and paying for any such non-included items. Prices are subject to change without notice until your booking is confirmed. Once you pay a deposit, your price is locked in except for adjustments due to added taxes, surcharges, or necessary fees.

## 4. Reservations and Payments

- 4.1. To reserve your spot on a Retreat, you must complete the required registration form and pay a **non-refundable deposit** in the amount specified for that Retreat.
- 4.2. **Payment Plans:** At booking, you may have the option to pay the full amount or enroll in an interest-free payment plan. If a payment plan is offered, the terms (number of installments, amounts, and due dates) will be communicated in writing (for example, via our booking platform or your invoice). All installment payments must be completed by the deadline specified (typically no later than 60 days before the Retreat start date).
- 4.3. **Payment Methods and Authorization:** Payments can be made via the methods we support. Credit card payments may incur a processing fee which will be disclosed at the time of payment. By providing your payment information and enrolling in a payment plan, you authorize the Company to automatically charge your card or account for each installment on or after its due date, without additional notice. It is your responsibility to ensure that payment information is accurate and funds are available for each scheduled payment. If any payment is declined, reversed, or fails, we will attempt to notify you via email; however, if you do not cure the missed payment within 7 days of the due date, it will be considered a default.

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- 4.4. **Late or Missed Payments:** Time is of the essence for all payments. If you fail to make a payment by its due date, or if any installment remains unpaid after the 7-day grace period, the Company reserves the right to treat this as a cancellation by you (see Cancellation and Refund Policy below) and/or to charge a reasonable late fee at our discretion (not to exceed 10% of the overdue amount per month overdue). In the event of cancellation due to non-payment, you will forfeit your deposit and all payments made up to that point, and the Company may release your spot on the Retreat to someone else. You may also remain liable for any unpaid portion of the Retreat cost if your cancellation occurs after certain deadlines (as described below). The Company additionally reserves the right to refuse your participation in the Retreat or deny access to activities if full payment has not been received by the final due date.
- 4.5. **Default & Collections:** If you fail to complete your payments by the provided deadlines, your spot on the Retreat may be canceled at the sole discretion of the Company. In such case, all prior payments remain non-refundable. If we have already confirmed your participation with third-party providers (such as accommodations or transportation), you will remain liable for the full balance due. You agree to reimburse the Company for any costs associated with collection of unpaid balances, reversed payments, or incomplete payments, including reasonable attorneys' fees, court costs, and third-party collection agency fees.
- 4.6. **Bookings Made Close to Departure:** If you book a Retreat within a short time frame before the start date (for example, within 60 days of departure), the full Retreat price is due at the time of booking, and you may not have the option of a payment plan. The Company will inform you of the payment requirements before you finalize your booking in such cases.

## 5. Cancellation and Refund Policy

- 5.1. **Participant Cancellations:** All payments made are **non-refundable** except as expressly provided in this section or required by applicable law. This strict policy is necessary because the Company incurs upfront costs and commitments on your behalf (for accommodations, instructors, transportation, etc.) that are not recoverable if you cancel. If you must cancel your participation, you **must notify the Company in writing** (email is acceptable) at the earliest possible time.
- 5.2. **No refunds of any kind** will be issued for a cancellation of a retreat booking. This means that if you cancel your participation a retreat, you forfeit **100% of the payments** you have made, and if you are on a payment plan with remaining unpaid installments, those installments will still be due. The reason for your cancellation – including but not limited to personal illness or injury, family emergency, change in work schedule, failure to obtain travel documents, or concern about travel conditions – does not entitle you to an exception from this no-refund policy. (Travel insurance is strongly recommended to mitigate this risk.)
- 5.3. **Shared accommodations:** if you booked a shared accommodation and your designated roommate cancels or is unable to attend, we will attempt to find a replacement roommate. If a replacement roommate is not found, you may be given the option to pay the single-occupancy rate or cancel with the above no-refunds policy applied. Likewise, if you cancel from a shared

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room, your roommate may need to accept a new roommate or pay the single rate; neither scenario entitles either party to a refund outside the policy.

- 5.4. **Exception to no refund policy:** If you (or we) are able to find a **suitable approved replacement** to take your spot, and that new participant registers and pays in full for the Retreat, the Company may, at its sole discretion, refund you the amount you have paid **minus the non-refundable deposit** and any applicable transfer fees. The Company is not obligated to find a replacement for you, but we may assist if time permits. Any approved replacement/substitution must agree to these Terms and any other required documents.
- 5.5. **No-shows or Early Departure:** If you fail to attend the Retreat (no-show), arrive late, or leave early for any reason, **no refund or credit** will be given for any unused portion of the Retreat. You are considered a cancellation at that point, and no reimbursement will be made for any missed sessions, activities, or accommodations.
- 5.6. **Company Cancellations:** The Company reserves the right to cancel the entire Retreat or any individual booking at any time and for any reason, including but not limited to low enrollment, operational needs, pricing errors, safety concerns, or participant conduct concerns. If the Company cancels a Retreat or your booking **for reasons within our control** (such as but not limited to not meeting the minimum required number of participants or making a pricing error), you will receive a full refund of all of your payments made to the Company for that Retreat. This refund will be issued within a reasonable timeframe and will constitute full and final settlement of any and all claims you may have related to the cancellation. The Company is not responsible for any additional costs you may have incurred, including but not limited to airfare, insurance, or other travel arrangements.
- 5.7. **Force Majeure and Circumstances Beyond Our Control:** In some cases, the Company may be forced to cancel or significantly alter a Retreat due to circumstances **beyond our control** (often called "force majeure" events). These include, but are not limited to, natural disasters, epidemics/pandemics, government travel restrictions or advisories, political instability, war or civil unrest, strikes, severe weather events, unexpected illness of a required staff member, or any similar event that makes the Retreat impossible, illegal, or unreasonably unsafe to operate as planned. In the event of a cancellation or major disruption due to such causes not within the Company's control, the Company will make good faith efforts to offer you alternative options, which might include **rescheduling the Retreat, providing a credit** toward a future retreat, or a partial refund when possible after covering irrecoverable costs. The option provided will depend on the specific circumstances and timing of the cancellation. **Any refund in such cases may exclude unrecoverable costs** the Company has incurred (for example, payments to vendors that are not refunded to us), and the Company is not liable for any additional compensation for inconvenience or other losses. We *strongly recommend* you obtain travel insurance that covers trip cancellations/interruption, as you understand and agree that the Company will not be responsible for additional expenses you incur (such as flights, accommodations, visas, equipment purchases, time off work, or other such expenses) in the event of a cancellation or postponement.
- 5.8. **Changes to Itinerary or Schedule:** The Company will make every effort to operate the Retreat as advertised, but **itineraries, schedules, and details are subject to modification**. Changes

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might include adjustments in the sequence of activities, substitution of accommodations with those of similar quality, changes in instructors or guides, or alterations to the timing of excursions due to weather, accessibility, or safety considerations. The Company may also change the venue of classes or activities as needed. Such **minor changes** do not constitute a cancellation by the Company and do not entitle you to a refund or discount. If a significant element of the Retreat must be changed (for example, a change of destination or a major itinerary overhaul), we will inform you as soon as feasible and provide alternatives or adjustments to make the experience as equivalent as possible. By agreeing to these Terms, you accept that reasonable changes may be necessary, and you **assume the risk of minor deviations** in the planned experience. No refund will be issued due to changes in itinerary, instructor, other changes mentioned in this section, or other details outside the Company's reasonable control.

## 6. Travel Insurance and Medical Requirements

- 6.1. **Travel Insurance:** You are **strongly advised to purchase travel insurance** that covers trip cancellation, trip interruption, medical expenses, personal injury, emergency evacuation, loss or theft of luggage or personal belongings, and any other insurance needs you may have. Given the **non-refundable payment terms** and the inherent risks of travel, travel insurance is the primary means for you to recover your costs if you must cancel or if unexpected situations arise. In some cases, the Company **may require** each participant to show proof of a valid travel insurance policy (for example, for international retreats or high-adventure activities). If we inform you that insurance is required for your Retreat, you agree to obtain a policy with appropriate coverage (we will specify minimum coverage amounts or requirements when applicable) and provide us with documentation within 2 weeks of your booking. Failure to obtain required insurance by the deadline given may result in your removal from the Retreat without refund. Even when not required, by signing these Terms you acknowledge that the Company has **urged you to protect your trip investment with insurance**, and the decision to travel without adequate insurance is entirely at your own risk.
- 6.2. **Medical Fitness and Health Conditions:** By registering for a Retreat, you represent that you are in sufficient health and physical condition to participate in the Retreat and all included activities. Many retreats involve yoga sessions, physical exercise, outdoor adventures, travel in remote areas, or other activities that can be physically demanding. You are **responsible for consulting with a doctor** prior to the trip if you have any health issues or concerns, to ensure it is safe for you to participate. You must inform the Company **as soon as is feasible and before the Retreat** of any medical condition, physical limitation, psychological condition, allergy, or dietary restriction that may affect your participation or require special accommodation. This includes any chronic illnesses, recent surgeries or injuries, pregnancy, or any condition for which you are under a physician's care or taking long-term medication. We will keep this information confidential and use it only to accommodate your needs or prepare in case of emergency. The Company reserves the right to request a physician's clearance letter for certain medical conditions or at-risk participants. If we determine in our reasonable opinion that your health or behavior during the Retreat might endanger yourself or others, or if you have

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misrepresented your fitness, we reserve the right to limit or terminate your participation. In such case, appropriate arrangements will be made to get you home safely at your cost, but **no refund** will be provided for the unused (or any) portion of the Retreat.

- 6.3. **Medical Treatment and Emergencies:** By joining the Retreat, you consent to receive reasonable first aid, medical treatment, or other assistance (for example, evacuation) which may be deemed necessary by the Company or its agents for your health or safety during the trip. We will attempt to contact your emergency contact in any serious situation, but you hereby authorize us and any third-party medical care provider to provide treatment to you during the Retreat in the event of an emergency. **You understand that the Company is not a medical provider** and no medical personnel will be traveling with the group (unless otherwise stated). Any medical or emergency care costs incurred (including costs of doctors, hospital visits, medications, evacuation, or special transport) are **solely your responsibility**. The Company assumes no liability regarding the adequacy of any medical care, diagnosis, or assistance that you may receive or not receive during the Retreat. If you become ill or injured, we will help you arrange medical care as needed, but **you will bear the cost of any such care**. You agree to reimburse the Company for any costs we incur on your behalf due to your illness or injury (for example, if we pay a clinic upfront or arrange extra transport). We strongly recommend your health insurance and/or travel insurance covers overseas medical treatment and medical evacuation, as these can be extremely expensive and must typically be paid at the time of service.

## 7. Participant Responsibilities and Code of Conduct

- 7.1. By joining a Retreat, you agree to uphold a standard of conduct that ensures a safe, enjoyable, and respectful experience for yourself and others. **Failure to follow these responsibilities and rules may result in your dismissal from the Retreat without refund.** You agree to the following:
- 7.1.1. **Compliance with Instructions and Laws:** You must follow all rules, guidelines, and instructions provided by the Company, its representatives, and any instructors or guides during the Retreat. This includes safety rules for yoga practice, excursion guidelines, accommodation rules, and all local laws and customs of the destination. If an instructor or leader asks you not to do something for safety or comfort reasons, you agree to comply.
- 7.1.2. **Respectful Behavior:** You are expected to behave in a courteous and respectful manner toward other participants, staff, travelers, and locals. Harassment, discrimination, or verbal or physical abuse of any kind will not be tolerated. Maintain respectful boundaries and practice good etiquette in shared spaces. The Company reserves the right to remove a participant who, in our judgment, is disrupting the Retreat or threatening the safety or well-being of others.
- 7.1.3. **No Illegal Substances or Activities:** You must abide by the laws of the jurisdiction(s) in which the Retreat takes place. This means **no illegal drugs or activities** during the Retreat. Even if certain drugs or activities are legal in your home area, they might be illegal at the

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Retreat location. Any participant found engaging in unlawful behavior will be immediately removed from the Retreat and may be subject to law enforcement action.

- 7.1.4. **Alcohol Use:** If alcohol is available or provided during the Retreat (for example, a wine tasting or social event), you agree to consume responsibly. Excessive intoxication endangering yourself or others is grounds for your removal. You are solely responsible for the consequences of alcohol consumption. The Company assumes no liability for any injury, damage, or loss that may result from your consumption of alcohol.
- 7.1.5. **Travel Documents and Vaccinations:** You are responsible for obtaining and keeping safe your own travel documents. This includes having a **valid passport** (with at least 6 months validity remaining after the Retreat end date, if required), any necessary visas or entry permits, and any required or recommended immunizations or health documents (for example, proof of COVID-19 vaccination or negative test if required by the host country or venues). The Company may provide guidance or documentation to assist, but it is ultimately your responsibility to be informed of requirements and to secure all documents well in advance. **No refund will be given** if you are unable to participate in or complete the Retreat due to lack of proper documents or failure to meet entry/exit requirements.
- 7.1.6. **Personal Expenses:** You are responsible for paying for your own personal expenses during the trip, including meals or drinks not included in the package, mini-bar or hotel incidentals, extra activities you choose on your own, and so forth. If you incur any charges to your room or through use of extra services, you must settle those bills directly with the provider. The Company is not responsible for personal bills you incur.
- 7.1.7. **Care of Property and Facilities:** Treat all accommodations, facilities, and equipment we use with care. You will be held financially responsible for any damage or loss you cause to any property during the Retreat (including hotel rooms, retreat centers, transportation, or equipment). If any property is damaged by you, you agree to pay for the repair or replacement. The Company may charge you for any costs we have to pay due to damage you caused.
- 7.1.8. **Personal Safety and Good Judgment:** You are responsible for using your judgment and acting prudently throughout the Retreat. This means choosing to participate only in activities that are suitable for your fitness and experience level, using safety gear when provided, and not pressuring others to exceed their comfort levels. If you decide to participate in any activity that is not organized by the Company during your free time, you do so voluntarily and at your own risk. Always inform a retreat leader if you plan to venture off or separate from the group.
- 7.1.9. **No Unauthorized Business Activity:** The Retreat is intended for your personal enrichment and enjoyment. Participants are not permitted to conduct sales, solicitations, or commercial activities directed at other participants during the Retreat without the Company's prior written permission.
- 7.1.10. **Consequences of Misconduct:** If you violate any of the rules in these Terms or engage in behavior that jeopardizes the safety, legality, or harmony of the Retreat, the Company

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reserves the right to remove you from the Retreat at any point, without refund. In such an event, you will be responsible for arranging and paying for your own transportation home and any other expenses that arise due to your dismissal. The Company will have no obligation to cover any costs on your behalf and may seek compensation for any additional expenses incurred due to your behavior.

### 8. Third-Party Services and Independent Contractors

8.1. In organizing our Retreats, the Company works with various **third-party service providers** and individuals to supply certain facilities or services. These third parties include, for example: hotels, villas or other accommodation providers; transportation companies (airlines, buses, vans, drivers, boat operators, etc.); local tour guides or excursion operators; restaurants or catering services; equipment rental services; and independent instructors or facilitators (yoga teachers, wellness coaches, etc.) who may lead or contribute to Retreat sessions. **All such third-party providers are independent contractors and are not employees or agents of the Company.** While we endeavor to select reputable and quality vendors, the Company **has no control over the operations of these third parties.** Therefore:

8.1.1. The Company **is not responsible or liable for the acts, omissions, errors, breaches, or negligence** of any third-party contractors or suppliers. This includes any **injury, loss, damage, delay, or irregularity** that may be caused by them or their facilities. For example, the Company is not liable if a hotel's services are sub-par or if a tour operator alters an activity for safety reasons, or if a transportation provider is late or has an accident. However, we will do our best to facilitate a prompt resolution if issues arise.

8.1.2. Any **service provided by a third party** is subject to that provider's own terms and conditions, including liability waivers or consent forms you may be required to sign. **You agree to abide by the terms of any third-party service** and understand that you may be denied participation in an activity if you do not sign required waivers for that third party. For instance, if a scuba diving operator requires a separate waiver and you decline, you might not be able to dive and no refund will be due from the Company.

8.1.3. If a third-party supplier fails to deliver a service or if there are changes to the services (for example, an excursion is canceled due to weather or a venue becomes unavailable), the Company will attempt to find a suitable alternative. Any **refunds or compensation for third-party failures will be limited to what the third-party provider offers** (if any). The Company does not guarantee any refund for services missed due to issues beyond our direct control. We strongly encourage you to have travel insurance to cover losses caused by third-party issues (e.g. missed connections, lost luggage by an airline, etc., are outside our control and should be addressed via insurance or with the provider).

8.1.4. The Company may **substitute equivalent services** or make minor adjustments by using alternate third-party providers if necessary to ensure the smooth operation of the Retreat. For example, we may change lodging to a comparable hotel or have a different certified yoga instructor step in if the advertised instructor is ill or unavailable. A change in a third-party provider or Retreat leader/instructor **will not constitute a material change** to the

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Retreat as long as the replacement is of reasonably equivalent quality, and will not entitle participants to any refund.

- 8.1.5. All participants must understand that **the liability waivers and releases in these Terms (see below)** extend to protect the Company from any liability arising from the acts or omissions of **third parties**. You agree that you will not attempt to hold the Company liable for any negligence, wrongful acts, or omissions of any third-party service provider or any of their employees.

## 9. Assumption and Acknowledgment of Inherent Risk

- 9.1. Participating in a Retreat involves certain **inherent risks** that cannot be eliminated without altering the unique character of the experience. Many of these risks are integral to travel, adventure activities, and physical exercise. **By signing up, you acknowledge and understand the following:**

9.1.1. **Inherent and Potential Risks:** The Retreat may take place in international or remote destinations, involve transportation by various modes (airplane, train, boat, van, on foot, etc.), and include activities such as yoga, Pilates, meditation, hiking, swimming, snorkeling or other water sports, local tours, and possibly adventure or outdoor recreation. **These activities and circumstances carry inherent risks** of injury, illness, or death. Examples of potential risks include (but are not limited to): bodily injuries like sprains, strains, or broken bones; falls or accidents during activities or at sites visited; drowning or water-related accidents; accidents during transportation (car collisions, boating mishaps, etc.); burns or injuries from cooking or campfires (if applicable); encounters with wildlife or insects; allergic reactions to food or environment; sickness from food or water; infectious diseases (including COVID-19 or other communicable diseases); exposure to extreme or unfamiliar weather conditions (heat, cold, high altitude, storms); and injuries resulting from physical exertion or over-extension during yoga or exercise. You also acknowledge there is risk of **emotional stress or trauma** from challenging situations or cultural differences.

9.1.2. **Your Responsibilities for Safety:** You understand that **your own behavior** has an impact on your safety and the safety of others. You agree to take reasonable precautions to mitigate risks, such as following instructions, using appropriate safety gear when provided (for example, life jackets or helmets where recommended), not participating in activities you are not comfortable with, and informing us of any health issues as discussed above. You accept that the success of the Retreat and your safety also depend on you acting responsibly and prudently.

9.1.3. **Voluntary Participation:** Your participation in every activity is **voluntary**. If at any time before or during an activity you believe conditions are unsafe or you are unfit to continue, you will immediately discontinue participation and inform the retreat leader. Choosing not to participate in any portion of the Retreat is your prerogative, but it will not entitle you to any refund of fees. Even if you opt out of a particular activity, you might still be in the general environment where the activity is taking place and thus exposed to related risks



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(for example, riding as a passenger in a vehicle on a mountain road is inherently risky even if you opt out of a planned hike at the destination).

- 9.1.4. **Assumption of Risk:** Having considered the above, **you knowingly and freely assume all risks, both known and unknown, associated with your participation in the Retreat and any activities or excursions** whether or not those risks are specifically identified here. You acknowledge that **some risks simply cannot be eliminated** and that **no amount of caution or instruction** on the part of the Company or its staff can guarantee your safety or health. **You take full responsibility for any injury, illness, damage, loss, or death** that you may sustain arising from or in connection with the Retreat, **except to the limited extent that it is caused by the gross negligence or willful misconduct of the Company.** In other words, **to the fullest extent allowed by law, you are assuming the risk of any ordinary negligence** on the part of the Company or others involved, and the inherent risks of travel and activities, in exchange for the opportunity to participate in this Retreat.

## 10. Release of Liability

- 10.1. **To the fullest extent permitted by California law, you hereby irrevocably release, waive, and discharge** the Company, its affiliated entities (including Yoga Beyond The Studio LLC), and all of their owners, officers, directors, managers, employees, independent contractors (including retreat instructors and guides), agents, representatives, successors, and assigns (collectively, the "**Released Parties**"), **from any and all liability, claims, demands, or causes of action** that you may have, now or in the future, for any **injury, illness, death, property damage, or other loss** arising out of or relating to your participation in the Retreat or any activities incidental to the Retreat. This **release includes claims based on the ordinary negligence of the Released Parties.** It also includes, but is not limited to, any claims for emotional distress, or other consequential damages related to your participation.
- 10.2. By agreeing to these Terms, you **covenant not to sue** or assert any such claims against any of the Released Parties, and you agree that neither you nor your estate, heirs, nor any person or entity acting on your behalf will initiate any lawsuit or legal proceeding asserting any claim that is released herein. If you, your estate, or anyone on your behalf nonetheless attempt to assert a claim contrary to this release, **you will be responsible for all costs and attorneys' fees incurred by the Released Parties in defending such claim.**
- 10.3. **Important:** *This Release of Liability is not intended to, and shall not, release any claims of liability that cannot be released as a matter of law. Specifically, this release does not apply to liability for any gross negligence, willful or wanton misconduct, or intentional harm by the Company or any other Released Party, nor does it include any other liabilities that California law prohibits releasing via contract.* All provisions of this Agreement shall be interpreted to be effective and enforceable to the fullest extent permitted by law.

## 11. Indemnification

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- 11.1. You also agree to **indemnify and hold harmless** the Company and all other Released Parties from and against any and all **claims, liabilities, damages, losses, costs, or expenses** (including reasonable attorneys' fees and court costs) arising out of or in connection with:
- 11.1.1. Your own actions or omissions during the Retreat (including any injury or damage you cause to other persons or property, or any failure to comply with safety instructions or this Agreement). This includes any damage to hotel (or other) property or equipment that results in a claim against us by the supplier, or any injuries to a third party caused by you.
- 11.1.2. Any claim brought by you or on your behalf despite the waiver and release above, or any claim brought by your family, dependents, estate, insurers, or other agents asserting injury or loss allegedly suffered by you in connection with the Retreat (it is your intention that this Agreement bind all such parties as well). If you or anyone representing you makes a claim against the Company or other Released Party that is covered by the above release, you agree to reimburse the Released Parties for any money they expend in defending or satisfying that claim, including legal fees, except to the extent a court of competent jurisdiction finds that the claim was caused by the Released Party's gross negligence or willful misconduct.
- 11.1.3. Third-Party Claims: Any claim, lawsuit, or demand made by a third party (including another participant or a service provider) that is caused in whole or in part by your conduct, negligence, or failure to perform any of your obligations under these Terms. For example, if you damage a facility and the facility owner demands compensation from the Company, or if you injure another guest who then sues the Company, you agree to indemnify the Company for all costs and liabilities.
- 11.2. This indemnification survives the end of the Retreat and remains in effect even after your participation is completed.

## 12. Photography and Media Release

- 12.1. We love to capture the special moments of our retreats to share the experience and promote future events. By participating in the Retreat, you grant the Company the right to photograph, film, or otherwise record your image, voice, or likeness during the Retreat and to use such recordings in any media or format, worldwide and in perpetuity, for promotional, marketing, advertising, archival, or any other lawful purposes. This includes, but is not limited to, use on our website, social media, email newsletters, brochures, or other promotional materials. You understand that all photographs and recordings will be the sole property of the Company (or the photographer we designate) and that you will not be compensated for such use.
- 12.2. If you have privacy concerns and do not wish to be prominently featured in any photo or video, please inform us in writing before the Retreat and remind the retreat leader upon arrival. We will make a reasonable effort to accommodate your request (for example, by positioning you out of group shots or honoring requests not to tag you on social media). However, you acknowledge that in group activities or candid situations in public spaces, the Company may capture your image incidentally. If a photograph or video featuring you is

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published and you wish it to be removed, the Company will make reasonable efforts to do so upon your request, but no liability is assumed for any third-party use of images (for example, a photo already shared on social media or used by other participants).

- 12.3. By allowing photographs or recordings, you also waive any right of publicity or privacy you might have with regard to such images, as well as any right to inspect or approve the finished product or the copy that may be used in connection therewith. You release the Company from any claims that may arise regarding the use of your image or likeness, including any claims of defamation, invasion of privacy, or infringement of moral rights, or rights of publicity.

## 13. Dispute Resolution and Governing Law

- 13.1. This section contains a **binding arbitration agreement** and class action waiver that affect your legal rights in the event of a dispute. Please read it carefully.
- 13.2. **Governing Law:** This Agreement, and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement or your participation in a Retreat, shall be governed by and construed in accordance with the **laws of the State of California, USA**, without regard to its conflict of law principles.
- 13.3. **Initial Resolution Efforts:** You agree that before taking any formal legal action, you will provide the Company with an opportunity to resolve your complaint or dispute. In case of any dissatisfaction or issue, you will notify the Company in writing (via email to [retreats@yogabeyondthestudio.com](mailto:retreats@yogabeyondthestudio.com) or letter to our business address which is Yoga Beyond The Studio Retreats LLC - 450 S Melrose Dr, Vista CA 92081) and describe the problem and your proposed resolution. The Company will make a good faith effort to resolve the matter informally, including scheduling a phone call or meeting if necessary. If we cannot reach an informal resolution within 30 days of receiving your notice, then, except as described under "Exceptions" below, **any dispute will be resolved through binding arbitration** as set forth here.
- 13.4. **Binding Arbitration:** Except for the Exceptions below, any dispute, claim, or controversy arising out of or relating to these Terms or your participation in a Retreat that cannot be resolved informally shall be settled by **confidential, binding arbitration** under the **Consumer Arbitration Rules of the American Arbitration Association (AAA)**. Arbitration will take place either in **San Diego County, California, or remotely**, at your election. The arbitrator's decision will be **final and binding**, and judgment may be entered in any court of competent jurisdiction. The arbitration and its results shall remain **confidential**, except as required by law or to enforce the award.
- 13.5. **Small Claims Court and Injunctive Relief Exceptions:** If a dispute qualifies for resolution in small claims court, either party may choose to bring the claim in small claims court. The parties agree this is the preferred method for qualifying disputes, as it is typically more cost-effective. **All small claims actions must be filed in San Diego County, California, and the parties waive any objection to that venue.** This clause survives the arbitration agreement and shall override it for qualifying matters. For all other claims not eligible for small claims, the arbitration agreement shall apply.

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- 13.6. **Class Action Waiver:** You and the Company agree that any arbitration (or, if arbitration is unenforceable, any court action) will be conducted on an individual basis only, and not on a class, collective, consolidated, or representative basis. You further agree that the arbitrator (or judge, if in court) may not consolidate or join the claims of other individuals or parties who may be similarly situated, nor preside over any type of class or representative proceeding. **You are waiving any right to participate as a class representative or class member in any class claim against the Company.** If at any time this class action waiver is found to be unenforceable or void with respect to a particular claim, then the arbitration agreement shall not apply to that claim, and it will be severed from the arbitration and may be pursued in court (subject to the forum selection and jury waiver provisions below).
- 13.7. **Arbitration Costs and Fees:** The parties shall split the costs of arbitration equally, including any administrative or filing fees, unless otherwise required by law or determined by the arbitrator based on the circumstances of the case. Each party shall be responsible for their own legal fees and expenses, unless an applicable law or provision in these Terms entitles the prevailing party to recover such fees. **If the dispute qualifies for small claims court, both parties agree to resolve it there instead of arbitration, in order to minimize costs.** If either party files for arbitration when the matter clearly qualifies for small claims court, the other party may request dismissal or transfer to small claims.
- 13.8. **Governing Law for Arbitration:** The interpretation and enforceability of this arbitration agreement are governed by the **Federal Arbitration Act** (FAA) and not by state law, to the maximum extent applicable. However, California law will apply to the substantive claims asserted.
- 13.9. **Forum Selection and Jury Waiver (if litigation ensues):** In the event any Dispute is found by a court to not be subject to arbitration (whether due to a judicial decision or because you opted out of arbitration in a manner permitted by the Company in writing), or if either party brings a claim falling under the above Exceptions, then the **exclusive jurisdiction and venue** for such proceeding shall be the **state and federal courts located in San Diego County, California**. You and the Company each consent to the personal jurisdiction of those courts and **waive any objections** to the inconvenience of that forum. **Both parties also waive the right to a trial by jury** in any such court action, to the fullest extent permitted by law.
- 13.10. **Opt-Out Right:** *We do not offer a general opt-out of the arbitration clause. If you strongly object to arbitration, you must contact us before booking a spot on any of our Retreats to discuss potential alternatives. By completing your booking without such communication, you affirmatively agree to this arbitration provision.*

## 14. Severability and Survival

- 14.1. **Severability:** If any provision or part-provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be deemed deleted or modified to the minimum extent necessary to make it enforceable, and the remaining provisions of the Terms will continue in full force and effect. Any provision which is invalid or unenforceable in one jurisdiction shall remain in effect to

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the maximum extent permitted in other jurisdictions. The purpose is for the Terms to be interpreted in a way that upholds their enforceability and the parties' intent.

**14.2. Survival:** Provisions of these Terms that by their nature should survive termination or completion of the Retreat (for example, waivers of liability, assumption of risk, indemnification obligations, dispute resolution, and acknowledgments of rights) shall survive indefinitely, even after you have completed the Retreat or this Agreement is otherwise terminated.

**14.3. No Waiver:** The failure of the Company to enforce any right or provision of these Terms shall not be deemed a waiver of that right or provision. Similarly, accepting performance or payment after a due date or knowing of a breach does not waive the Company's right to insist on strict compliance in the future. To be effective, any waiver of any term or condition must be in a written document signed by an authorized representative of the Company.

## 15. Entire Agreement and Modification

**15.1.** This Agreement, together with any additional written policies, waivers, or conditions provided to you by the Company for a specific Retreat (all of which are incorporated herein by reference), constitutes the **entire understanding and agreement** between you and the Company with respect to the Retreat and supersedes any prior or contemporaneous oral or written communications or agreements on that subject. You acknowledge that you are not relying on any other statements, promises, or representations about the Retreat or the Company except what is expressly stated in this Agreement or in official written materials provided by the Company.

**15.2. Modification:** The Company reserves the right to modify or update these Terms for future retreats. However, the Terms that apply to you will be the version in effect at the time you sign up and make a deposit for your Retreat, unless a change in law requires us to retroactively modify certain terms. Any material change to general policies will be communicated via our website or email. Changes will not affect any Retreat already under deposit unless mutually agreed in writing. No employee or representative of the Company is authorized to materially alter these Terms or make any verbal assurance or promise that conflicts with or adds to these Terms, except through a written amendment signed by an authorized officer of the Company.

## 16. Acknowledgment of Understanding

**16.1.** By agreeing to these Terms, you acknowledge that you have fully read and understood all the provisions above, including the sections that waive or limit the Company's liability, require arbitration, and impose other obligations. You agree that this Agreement is fair and reasonable, and that your consent to it is given voluntarily and knowingly. If you have any questions or require any clarification, you have asked the Company and received satisfactory answers prior to accepting.