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# A Tuscan Dream: Yoga Retreat Agreement: Terms and Conditions

## 1. RETREAT TERM

A Tuscan Dream: Yoga Retreat will take place from Oct 21st 2025 (after 3pm) until Oct 28th 2025 (before noon).

A Tuscan Dream: Yoga Retreat includes the following:

- Daily yoga and meditation practice
- 8 days/7 nights accommodation
- Welcoming aperitivo with local prosecco and hors d'oeuvres
- Daily meals (breakfast, lunch, dinner)
- A special wine tasting dinner
- A festive celebratory final dinner
- An excursion to Siena, including a packed lunch and an off-site dinner at a local Italian restaurant
- An excursion to Lake Trasimeno, including an off-site lunch at a local Italian restaurant
- Amenities at the venue: private garden, pool, spa, indoor yoga space, relaxation room, local hiking trails, wireless internet
- Yoga mats and props (blocks, blankets, straps)

Each Participant is responsible for all transportation to/from the Retreat, and for all relevant travel documentation, visas, and travel insurance.

Each Participant is responsible for any delay or cancellation of flights, trains, buses or other form of transportation.

The Retreat schedule is subject to change and may be modified by Karfee Lye Yoga. Each Participant acknowledges and agrees that Karfee Lye Yoga has the right to change and modify the schedule for any reason, including but not limited to weather, third-party vendors or providers, and/or local circumstances which arise. Each Participant also acknowledges that any part of the schedule, including accommodation may be changed at the sole discretion of Karfee Lye Yoga.

Each Participant agrees to abide by the retreat center rules, and to compensate Karfee Lye Yoga for any damages done to the property or fees incurred on behalf of Karfee Lye Yoga as a result of Participant's failure to follow the retreat center rules.

## 2.PAYMENT

Option 1: Full payment

\$500 deposit upon signing up, balance due by January 1st 2025. Participant will get a complimentary 60 minute massage at the retreat center's spa.

Option 2: Payment Plan

\$500 deposit upon signing up

\$1000 due by February 1, 2025

\$1500 due by May 1, 2025

Balance due by August 1, 2025

All payments (Option 1 and Option 2), except the \$500 deposit, are fully refundable before May 1, 2025 should Participant decide to cancel.

Payment method

For United States residents: 4 methods

1.Zelle (to email karfee@karfeelye.com)

2.Venmo (to Venmo profile @karfeelye )

3.PayPal (to email karfee623@gmail.com)

4.Personal Check (to Karfee Lye, in person or mail to 240E 35th St, Apt 12F, New York, NY, 10016 USA)

For international residents: Using Wise App is the best way to book.

Look up wisetag @karfeel

Or use link: <https://wise.com/pay/me/karfeel>

## 3.CANCELLATION

Karfee Lye Yoga reserves the right to cancel this Agreement if Participant's payments are not received by the due dates listed above. If such cancellation occurs, Participant is not entitled to any refund of payments made up until that date.

Karfee Lye Yoga reserves the right to cancel the Retreat for any reason, at her sole and exclusive discretion. If Karfee Lye Yoga cancels the Retreat for any reason, Participant is entitled to receive all monies paid to Karfee Lye Yoga. However, Karfee Lye Yoga shall not be responsible for any additional fees paid by Participant to any third parties including but not limited to, airline or hotel.

## 4.TERMINATION

This Agreement shall continue until canceled, as specified in the Agreement, or until completion of the Retreat. Any provision of this Agreement, which by its terms imposes continuing obligations shall survive termination of this Agreement.

## 5.MEDIA RELEASE

Each Participant acknowledges and agrees that during the Retreat, photographs, videos, and sound recordings will be taken which may capture Participant's likeness, appearance and voice. Each Participant irrevocably consents to the unlimited use and publication by Karfee Lye Yoga of such media captured during the Retreat.

## 6.RETREAT LIABILITY WAIVER

Karfee Lye Yoga will take adequate measures to ensure the safety of each Participant during the Retreat, however Karfee Lye Yoga will not be held responsible for any harm to the Participant. Each Participant is responsible for their safety and that of their any belongings.

Each Participant agrees to, and will be held legally liable for the following statement:

I, \_\_\_\_\_(Name of Participant), hereby accept all risk to my health and of any injury or death that may result from participating in the Retreat and I hereby release Karfee Lye Yoga, co-host, venue owners, operators and employees from any and all liability to me for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, that may result from or occur during my participation in the Retreat.

Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Retreat, I consent to such treatment. I acknowledge and agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify Karfee Lye Yoga verbally and in writing if I am at any time injured prior to, or during the Retreat; or if I have medical conditions about which emergency medical personnel should be informed. I will make Karfee Lye Yoga aware of any pre-existing medical conditions, food allergies, and/or my specific medications.

## 7.HEALTH AND SAFETY REGULATIONS

Participants must comply fully with all and any health and safety regulations. Each Participant ensures that they are physically and mentally fit and able to participate in the Retreat activities. If Participant has injuries or illness they are advised to seek doctor's advice prior to participating in the Retreat.

## 8.PERSONAL INFORMATION

Participants understand that they are providing personal information, including name and email to Karfee Lye Yoga. You agree to be added to the mailing lists and to receive marketing emails from Karfee Lye Yoga, who will not sell or share your personal information with others.

## 9.INTELLECTUAL PROPERTY RIGHTS

This Retreat contains information that is the intellectual property of Karfee Lye Yoga. Participant may not share, sell or otherwise distribute Karfee Lye Yoga's intellectual property without prior written consent from Karfee Lye Yoga. Participant agrees to not infringe on the intellectual property rights of Karfee Lye Yoga, co-host, or any third party licensees.

## 10.LIMITATION OF LIABILITY

Participant agrees that attendance at the Retreat is at participants' own risk, and that Karfee Lye Yoga will not be held liable for any damages resulting from participation in the retreat.

#### 11. INDEMNIFICATION

Participant agrees to defend and indemnify Karfee Lye Yoga and any third party vendors and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Participant's attendance at the Retreat.

#### 12. NOTICE

Any notices required to be given hereunder shall be given via email to (Participant's email) \_\_\_\_\_ . Any notice shall be effective upon delivery.

#### 13. FORCE MAJEURE

In the event Karfee Lye Yoga is unable to perform its obligations under the terms of this Agreement because of, acts of God, strikes, government restrictions, communicable diseases, epidemics, pandemics, national disasters, or other causes reasonably beyond its control, Karfee Lye Yoga shall notify Participant of the Force Majeure Event and its impact on performance under this Agreement. Karfee Lye Yoga shall use reasonable efforts to resolve any issues resulting from the Force Majeure Event to perform obligations under this Agreement. Karfee Lye Yoga shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

#### 14. ASSIGNMENT

Participant is prohibited from selling or reselling Participant's space in the Retreat, unless Participant has specifically executed a written agreement with Karfee Lye Yoga that expressly allows for such activity.

#### 15. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

#### 16. DISPUTE RESOLUTION

If any dispute arises out of or related to a claimed breach of this Agreement or any other disagreement by nature, such dispute shall be resolved by binding arbitration by a single arbitrator in the State of New York. If Karfee Lye Yoga is deemed the successful party to the dispute, Karfee Lye Yoga will be entitled to costs and fees incurred in resolving or settling the dispute, including legal fees, in addition to any other relief to which Karfee Lye Yoga may be entitled. The parties agree to waive their right to a jury trial. Karfee Lye Yoga and Participant further agree that prior to arbitration they will make a good faith effort to resolve the dispute without the necessity of outside intervention.

#### 17. VENUE AND APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York. Should any claim, controversy, or dispute arise between the Parties under the terms of this agreement, such a claim or controversy shall be resolved only in the State of New York.

18. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representation or modification concerning this instrument shall be of no force or effect.

19. ALL RIGHTS RESERVED

All rights not expressly granted in this Agreement are reserved by Karfee Lye Yoga.

By signing this Agreement, I fully understand and agree with the terms and conditions.

\_\_\_\_\_ (Participant's signature)

\_\_\_\_\_ (First and Last name)

\_\_\_\_\_ (Email address)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Karfee Lye Yoga)

\_\_\_\_\_ (Date)

A returned signed Agreement by Karfee Lye Yoga will be sent upon receipt of your signed Agreement.