

# BOOKING TERMS & CONDITIONS AGREEMENT (LAST UPDATED FEBRUARY 2023)

Prior to booking any travel, experience, retreat, training, and/or any other activity (hereinafter referred to as the "*Activities*" or an "*Activity*") through Salt Sanctuary Soul, LLC (the "*Company*"), you must agree to all of the following terms and conditions ("*Terms*") set forth in this Booking Terms & Conditions Agreement ("*Agreement*").

# AGREEING TO OUR TERMS AND INFORMATION FOR TRAVEL BOOKINGS

Please read these Terms before using the Company's website or booking any Activity. The Company recommends that you print a copy of these Terms for future reference. The Company is affiliated with Fora Travel, Inc. Fora Travel, Inc provides various services, connections; including in some instances billing, payment processing and invoicing, etc. The Company acts as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, ground transportation, owners or independent contractors providing accommodations, transportation, and other services ("Supplier(s)"). By booking travel through us, you, as the guest, will be invoiced for your amount due. You promise to pay for the Activities when due. You are responsible for all charges, fees, duties, taxes arising out of your travel bookings through Salt Sanctuary Soul, LLC. By agreeing to the terms, you agree to allow the Company to use your payment method to purchase travel products from our Suppliers on your behalf. By using this system, you confirm that you accept these Terms, that you agree to comply with them and you consent to this arrangement. By agreeing to the Terms, you will have also read and agreed to the privacy policy below.

Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree to abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

Salt Sanctuary Soul is an Independent Contractor of Fora Travel, Inc. Fora Travel, Inc. is registered with the following state licenses: California - Seller of Travel Registration No. 2151995-50, Florida - Seller of Travel Registration No. ST43973.

# PRIVACY POLICY

We, the Company, might collect personal information of yours to operate the trip and send you marketing materials. We collect your name, postal address, email address, phone number as well as other information you directly give us on our Site and email. We use your personal information to operate, maintain, and improve our sites, products, and services. We use your personal information to respond to comments and questions and provide customer service. We use your personal information to send information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages. We use your personal information to communicate about promotions, upcoming events, and other news about products and services offered by us and our selected partners.

Some information might be shared with our providers, operators or agents, with your written consent. We may share information to protect the rights and property of Salt Sanctuary Soul, LLC, our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use. Our marketing



emails tell you how to "opt-out." If you opt out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our business dealings with you. You may send requests about personal information to our Contact Information below. You can request to change contact choices, opt-out of our sharing with others, and update your personal information.

We welcome your comments or questions about this privacy policy. You may also contact us at <a href="mailto:info@saltsanctuarysoul.com">info@saltsanctuarysoul.com</a>.

# **CHANGES TO THIS PRIVACY POLICY**

We may change this privacy policy and have the right to update at any time. If we make any changes, we will date the document in above and these updates will superseded any previous versions.

# SUPPLIER RULES AND RESTRICTIONS

The Company, Salt Sanctuary Soul LLC, is an affiliate of Fora. We, the Company, contract with Third Party Operators and Group Leaders and you understand that all these operators are independent contractor(s) and are not affiliated, or employed, with the Company. Thus, the Company is not liable for any acts or omissions of any Third Party Operator.

Note that the Company and, thus, Fora, does not provide, own, or control any of the travel services and products that may be featured on the Website or provided as part of your trip, such as, but not limited to, flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled, or made available by third parties (the "Travel Providers") either directly (e.g., airline) or as an agent. The Travel Providers are responsible for the Travel Products. The Travel Provider's terms and privacy policies apply to your booking so you must agree to and understand those terms. Furthermore, the terms of all actual Travel Providers (airline, hotel, tour operator, etc.) apply to your travel, so you must also agree to and understand those terms.

ADDITIONAL TERMS AND CONDITIONS OF THE TRAVEL PROVIDER MAY APPLY.

# **CURRENCY FLUCTUATIONS**

PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE. FOR INTERNATIONAL TRAVEL, DUE TO CURRENCY EXCHANGE RATE FLUCTUATIONS, THE AMOUNT QUOTED MAY BE DIFFERENT FROM THE AMOUNT CHARGED TO YOUR CREDIT CARD. YOUR STATEMENT MAY ALSO REFLECT CONVERSION FEES FROM YOUR BANK AND/OR CREDIT CARD COMPANY. The Company is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

# **PAYMENTS AND CANCELLATIONS**

YOU ARE RESPONSIBLE FOR PAYMENT IN CONNECTION WITH ALL TRAVEL PRODUCTS AND SERVICES PURCHASED, ARRANGED, AND/OR BOOKED BY YOU UTILIZING THE WEBSITE OR FOR YOU BY THE COMPANY ACCORDING TO THE TERMS OF SUCH PURCHASE(S), ARRANGEMENT(S), AND/OR BOOKING(S).



All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. You understand that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations.

When a deposit is required, this deposit is a non-refundable and non-transferable guarantee for all Activities, in order to confirm your booking.

It is your responsibility to ensure you can attend any Activity before placing your deposit or payment for the Activity. The deposit is the guarantee to reserve your space - the Company cannot book or hold the space for any guest without the guest placing a deposit.

When bookings are made within 90 days prior to the start date of an Activity, full payment will be required at the time of booking.

The Company will send a reminder email, but if the balance is not paid within ninety (90) days prior to the start of such Activity, the Company reserves the right, at its sole and absolute discretion, to cancel your reservation.

Initiated by the Company, the guest will be invoiced their selected amount through Salt Sanctuary Soul, LLC. The guest is expected to pay this amount through this billing method. A confirmation receipt will be emailed to the guest immediately after payment has been submitted from Salt Sanctuary Soul, LLC.

If a cancellation takes place more than ninety one (91) days prior to your departure date, any payments made will be refunded minus your deposit (when a deposit was required). If a cancellation takes place less than ninety one days (91) days prior to your departure, 100% of the cost of your Activity will be forfeited.

As a result of cancellation, the Company and third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services.

To cancel any Activity, you must notify the Company in writing at <a href="mailto:info@saltsanctuarysoul.com">info@saltsanctuarysoul.com</a>. No other means of communication will be accepted.

If you arrive late or need to leave any Activity early, you will not receive any refund on the remaining time of your scheduled stay, nor will your rate be pro-rated as all prices are per person.

No exceptions to this policy can be made for any reason.

To ensure the best experience possible, the Company reserves the right to make any changes deemed necessary by Company to our Activities, including but not limited to the right to change group leaders, timing, duration, and/or the venue(s) of the Activities, at any time and the Company will have no liability to you for any such changes. The Company also has the right to remove aspects of or events from the Activities at any time and will have no liability to you for any such changes.

In the rare case of cancellation by the Company, the Company will offer you a transfer to another Activity.



#### TRAVEL INSURANCE

Without appropriate travel insurance, you understand and agrees that if you cancel or if your travel is interrupted for any reason, portions of the trip/tour may not be refunded and the Company and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of your travel booking and related costs. The purchase of travel insurance is not required to purchase any other product or service offered by the Company, but it is strongly recommended that you take out a comprehensive travel insurance policy to cover yourself and all your participants of the trip before, during, and after the trip.

More information can be found on our website and/or on our designated insurance partners website.

There are some countries that require travel insurance connected to the trip, when insurance is required, in your participation in any Activity, you agree to provide the Company with proof of full insurance coverage for each individual traveler. The Company reserves the right to cancel your reservation should it not receive proof of acceptable insurance prior to the commencement of any Activity and all sums paid by you will be forfeited. Additionally, the Company cannot be held responsible for denied entry nor shall be responsible for any costs incurred by you or any such participant of a trip before, during or after such trip as a consequence of lack of insurance and documentation being purchased by you.

When travel insurance is required in the location you are traveling, the Company suggests that you include "cancel for any reason" with your policy. Additionally, you must purchase travel insurance that includes medical coverage. The Company recommends purchasing insurance within 1-2 weeks after making your first payment (i.e., your reservation payment or deposit) to secure the best price and coverage.

If you cannot provide sufficient travel insurance, all sums paid up to the date of cancellation will be forfeited.

# TRAVEL DOCUMENTS

You will be solely responsible for obtaining and retaining any and all travel documents (ie: passport, visa, permits, etc.) necessary for participation in any Activity during your trip. No refunds will be issued should your participation in any portion of an Activity be affected by your failure to possess and present any and all required travel documents. The Company is not responsible if the country you are traveling to refuses your entry due to improper documentation.

It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each travel destination. In some countries, entry may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

You are urged to review advisories or warnings issued by the U.S. State Department (<a href="www.travel.state.gov">www.travel.state.gov</a>) and the Centers for Disease Control and Prevention (<a href="www.cdc.gov">www.cdc.gov</a>) about risks to travelers. Both the U.S. State Department and the Centers for Disease Control publish and update important country-specific information for travelers. For a strongly recommends that anyone traveling or planning to travel internationally review them. They can presently be found at: <a href="https://travel.state.gov/content/passports/en/alertswarnings.html">https://travel.state.gov/content/passports/en/alertswarnings.html</a>



#### And https://wwwnc.cdc.gov/travel/notices

The Company bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your trip/vacation/holiday related to improper documentation or government decisions about entry.

You must completely review all travel, itinerary, and other documents related to a trip upon receipt of them, from the Company. Any errors, questions, or concerns should be communicated to the Company.

# **ROOM OPTIONS**

In the event you choose a shared double occupancy package and are not traveling with another person who will share the room, the Company will attempt to pair you with another like-minded individual. The Company in no way guarantees placement of a roommate. In the event the Company cannot find another person to share your double room by the 60 day mark prior to the start date of the Activity, you will then be automatically upgraded to a single occupancy room and you will be responsible for the difference in price package.

# INCLUSIONS, EXCLUSIONS AND OPTIONAL ADD-ONS AND EXTENSIONS

Inclusions vary from trip to trip, so please be sure to familiarize yourself with the trip inclusions, exclusions and extras on where the trip is marketed on the website of the Company or group leader. Optional activities are not a part of the Activities and thus Company has no liability or obligation of any kind as to optional activities. By arranging such add ons, you understand that any optional activities that are subject to the booking parties own terms and conditions and we are not liable for them in any way. Company is not responsible if you are not able to participate in one or more elements of the Activities due to any such optional activities.

# YOUR HEALTH

Recommended inoculations for travel may change, and you should consult a doctor for current recommendations before departure. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

- (a) It is your responsibility to let the Company or group leader know if you have any injuries or other health conditions and to be mindful at all times of your own body's capability during any Activity. If you experience any injury or discomfort during any Activity, then please stop participating immediately.
- (b) It is also your responsibility to consult a doctor with an understanding of your level of fitness to check that you are sufficiently fit and healthy to undertake yoga classes and other physical activities that you may choose to do during any Activity.
- (c) Please advise us of any injuries, health conditions and dietary requirements before you book. If you have health conditions and dietary requirements that may be affected by any Activity, the Company reserves the right, for your own wellbeing, to advise you to stop participating.



#### ATTENDEE CONDUCT AT ANY ACTIVITY

The Company reserves the right to remove attendees who do not comply with the proper registration, security procedures, or requirements of attendee conduct outlined below at any point during an Activity without a refund.

- (a) The Company reserves the right to remove anyone who disobeys any requirements, procedures, policies, or regulations of any Activity.
- (b) You must not defame, abuse, harass, harm, or threaten others, make any bigoted, hateful, or racially offensive statements.
- (c) You may not advocate illegal activity or discuss illegal activities with the intent to commit them or cause injury or property damage to any person. You may not post or distribute any material that infringes and/or violates any right of a third party or any law or post or distribute any vulgar, obscene, discourteous, or indecent language or images.
- (d) Without limitation of the foregoing, the Company may, in its sole and absolute discretion, remove you or any other attendee from an Activity, without explanation, either before or during an Activity, if such attendee engages in any unlawful, unauthorized, prohibited, improper, immoral, or unethical activities, or any other acts or omissions that the Company deems worthy of your removal from any Activity.

# **WEATHER CONDITIONS**

Weather conditions can be unpredictable and can change quickly and significantly. The Company cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

# NO LIABILITY FOR POSSESSIONS

It is your responsibility to ensure that your possessions are kept safe at all times. This includes rental cars or other rental equipment. The Company is not responsible for lost, stolen, or missing items.

### **COMPLAINTS**

If you have a problem during any Activity, please inform the Company immediately (<u>info@saltsanctuarysoul.com</u>). Any retrospective complaint must be made in writing to the email above within fourteen (14) days of the end of any Activity.

# **ARRIVAL AND DEPARTURE TIMES**

If you arrive before the designated dates, or depart outside the designated dates, the Company is not responsible for your accommodations or transfers. If your flight is delayed or canceled, you are required to contact the Company as soon as possible. You may phone us at +1 (414) 588-6412 or email at <a href="mailto:info@saltsanctuarysoul.com">info@saltsanctuarysoul.com</a>.



#### **AIRPORT TRANSFERS**

Airport collection times are at the agreed time between the Company and yourself, the guest. A third-party representative will collect you from the designated airport as listed in the inclusions of your trip. Should you arrive outside of the agreed times, or outside of the designated dates, you will need to arrange your own transfers to and from the location of the Activity. The Company does not offer refunds for missed transfers as we are not liable for delays.

# **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

YOU ACKNOWLEDGE AND UNDERSTAND THAT THE ACTIVITIES MAY INVOLVE PHYSICAL ACTIVITIES THAT INHERENTLY INVOLVE THE POTENTIAL RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. YOU ACKNOWLEDGE THAT YOU ARE KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

# RELEASE, WAIVER, AND PROMISE NOT TO SUE

You hereby expressly waive and release any and all claims which you may have, or which you may hereafter have, whether known or unknown, against the Company and its officers, members, employees, instructors, agents, affiliates, successors, assigns, and third-party service providers (collectively, "*Releasees*"), arising out of or attributable to your participation in the Activities, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. You covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that applicable law does not permit to be released by agreement.

You understand that by signing this release, to the fullest extent permitted by law you are waiving any and all claims, of any kind arising out of or attributable to the Activities, including those claims that may be unknown to you, or which you do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, YOU HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

# **INDEMNIFICATION**

You shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of



enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by an indemnified party, arising out of or resulting from any claim by you or by a third party related to the Activities, including any claims arising out of your own negligence or the ordinary negligence of the Company.

#### NOTICE OF FILMING OR RECORDING AND GRANT OF LICENSE TO USE NAME AND LIKENESS

You understand that you may be photographed, filmed, or otherwise recorded in connection with the Activities. You understand and agree that all photographs, audio recordings, and video footage taken of you during the Activities, and any works derived therefrom, will be the sole property of the Company and that the Company may, but does not have the obligation to, share such photographs, audio recordings, or video footage with you.

When you appear in, create, upload, post, or send any photographs, audio recordings, or video footage depicting or relating to your participation in the Activities, you grant the Company the unrestricted, worldwide, royalty-free, perpetual right and license (with the right to transfer or sublicense) to use your name, likeness, voice, and all other aspects of your persona for the purpose of operating, developing, providing, promoting, advertising, and improving the Activities or the Company in general or any other products or services provided by the Company or its sublicensees (in either case, now known or developed later). This means, among other things, that you will not be entitled to any compensation from the Company, its affiliates, or its business partners if your name, likeness, or voice is used in the Company's promotions, whether on the Company's website, social media channels, or otherwise.

You further understand that if you create, upload, post or send any photographs, audio recordings, or video footage depicting or relating to the Activities or the Company, you grant the Company and its affiliates the irrevocable, unrestricted, worldwide, perpetual, royalty-free, sublicensable, and transferable right and license to use, display, reproduce, perform, modify, transmit, publish, and distribute such photographs, audio recordings, or video footage for any purpose whatsoever in any and all media (in either case, now known or developed later). You also agree to not exploit any photographs, audio recordings, or video footage of the Activities or the Company for any commercial purpose without the Company's prior written consent.

# **FORCE MAJEURE**

The Company reserves the right, at its sole and absolute discretion, to postpone or cancel any Activities (or any elements or components of any Activities or other service or accommodation related to any Activities) that are affected by circumstances beyond its control at any time, including, but not limited to, the following occurrences: an act of God, strike, lockout, weather, equipment malfunction, motor vehicle accident, road and/or airport delays, unexpected closures, failures of vendors or contractors, fires, sickness, quarantine, pandemics, epidemics, diseases, and viruses that are known, unknown or novel such as coronavirus/COVID-19 (including any spread thereof), government intervention of any kind including those that affect domestic and/or international travel, border closings, border limitations, border restrictions, natural disasters, explosion, failure to timely receive appropriate permits, consents, licenses, labor disputes or any other situation posing a potential or actual threat to the safety and well-being of yourself or any other participants without any responsibility or liability to you.



# **MISCELLANEOUS**

If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement is binding on and shall inure to the benefit of the Company and you and their respective heirs, successors, and assigns.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal courts for the Eastern District of Wisconsin or the Waukesha County, Wisconsin Circuit Court and you hereby consent to the exclusive jurisdiction of such courts. You agree not to commence any claim against the Company or its members, managers, employees, vendors, contractors or agents relating to any Activity more than six (6) months after the original commencement date for such Activity.

BY BOOKING ANY SERVICES, YOU UNDERSTAND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASES.

Print Name:	 	 	
Signature of Guest:	 	 	
Date:			