Terms and Conditions

I. Overview

It is your responsibility to fully understand the terms and conditions for participation in this retreat, which is hosted by Jess Bycraft and facilitated by InSynergy Wellness LLC (DBA InSynergy Retreats). Please review carefully what is and is not included in your retreat package, and refer to the retreat-specific webpage for full details. Should you have any questions, we are happy to clarify prior to registration.

II. Retreat Host & Retreat Planner

A. This retreat is hosted by Jess Bycraft, referred to herein as the "Retreat Host," and facilitated by InSynergy Wellness LLC (DBA InSynergy Retreats), referred to as the "Retreat Planner," including their respective agents, officers, employees, facilitators, contractors, representatives, instructors, guides, and volunteers, both individually and collectively

B. The Retreat Host is responsible for leading the group experience and guiding the in-person programme. The Retreat Planner is responsible for logistics, travel coordination, itinerary design, and vendor management. Together, they aim to deliver a safe, well-organised, and enriching retreat experience in Peru.

III. Retreat Details

A. **Date & Location**: The retreat will take place in Peru from 24 April 2027 to 3 May 2027. The minimum group size is sixteen (16) participants.

B. **Pricing:** All prices are listed per participant and are established prior to the launch of registration. The retreat fee includes accommodation, curated group experiences, and all items noted in the inclusions section below. Prices exclude international airfare to and from Peru. Final participant rates are as follows:
- $3,497.00 per person (double occupancy)
- $4,257.00 per person (single occupancy)

C. **Room Sharing:** If you are booking a shared room without a specified roommate, the Retreat Planner will make every effort to pair you with another participant who matches your preferences. We will do our very best to honour the requested room type and price point. However, in the event that the Retreat Planner is unable to find a suitable roommate, you will be offered alternative rooming

options if available. Please note that if the only available option is a single occupancy, then you will be responsible for the single occupancy rate of the room.

IV. Registration Deadlines:

The following payment schedules apply based on the date of registration:

- **On or before 23 January 2027:** Participants have a choice of payment in full or deposit due upon registration and monthly payment plan with their final payment due on 24 January 2027.
- **On or after 24 January 2027:** Full payment is due at the time of registration.

The final day to register for this retreat is 25 February 2027.

V. Retreat Modifications

A. In the event of unforeseen circumstances, such as adverse weather, safety concerns, or logistical complications, InSynergy Wellness LLC (DBA InSynergy Retreats), as the Retreat Planner, and its affiliates reserve the right to make necessary modifications to the retreat experience on behalf of the Retreat Host in order to preserve participant satisfaction (including but not limited to excursions, transportation, meals, or accommodation).

B. These modifications may include, but are not limited to, changes in excursions, transportation, meals, or accommodation. All efforts will be made to maintain a high-quality experience for participants.

VI. Force Majeure

A. InSynergy Retreats shall not be liable for any delay, disruption, modification, cancellation, loss, or failure in performance resulting from events beyond its reasonable control, including but not limited to acts of God, pandemics, natural disasters, severe weather, political unrest, war, terrorism, labour disputes, government actions, border closures, travel restrictions, supplier insolvency, transportation interruptions, or other unforeseen circumstances. In such events, InSynergy Retreats shall not be responsible for any non-recoverable payments made to third-party vendors, suppliers, or service providers. InSynergy Retreats may, at its sole discretion, offer rescheduling, retreat credit, substitution, or other commercially reasonable alternatives. Refunds, if any, shall be limited strictly to

recoverable funds actually received from third-party vendors, less unrecoverable deposits, processing fees, and administrative costs. Refunds are not guaranteed.

VII. Retreat Minimum

A. The Retreat Host and InSynergy Retreats reserve the right to cancel or adjust the retreat if the minimum number of sixteen (16) participants is not met by 1 September 2026.

B. In the event of cancellation due to insufficient enrolment, participants will be offered a full refund of all retreat payments minus the 4% processing fee, or the option to transfer to a future retreat of equal value, subject to availability.

VIII. Participant Cancellations

A. All cancellation requests must be submitted in writing via email to both:
   a) travel@insynergyretreats.com (Retreat Planner)
   b) jess@torchyogastudio.com (Retreat Host)

B. Cancellations are considered effective only upon written confirmation of receipt from both parties.

C. The cancellation policy applies regardless of the reason for withdrawal, including but not limited to illness, personal emergencies, weather disruptions, or other unforeseen events.

D. Cancellations made on or before 1 October 2026: Eligible for a full refund minus the non-refundable 22% participant deposit and 4% processing fee.

E. Cancellations made after 2 October 2026: Subject to the refund policy schedule as outlined in the Participant Payment & Refund Policy section below.

IX. Early Departure & Personal Expenses

A. **Voluntary Early Departure**: Any early departure that is at the participant's will and own accord for any reason does not entitle the participant to any form of refund. InSynergy Retreats nor the Retreat Host are responsible for any costs associated with leaving the retreat early.

B. **Removal from Retreat:** In the case that a participant is asked to leave a retreat, the participant must comply with such orders when provided in writing. Noncompliance may result in a forced removal by local authorities or security. Any costs associated with the early removal of a participant from a retreat will be

at the sole responsibility of that participant. InSynergy Retreats nor the Retreat Host will be held responsible for any financial costs associated with the removal of a participant from the retreat.

C. **Personal Expenses:** In the event of any cancellation, neither party shall be responsible for reimbursing personal expenses incurred by participants, including but not limited to airfare, travel gear, or travel insurance. Refunds relating to force majeure events shall be limited strictly to funds recoverable from vendors. Legal action to pursue reimbursement from international vendors shall not be undertaken by either party.

X. Participant Payment & Refund Policy

A. **Participant Payments:** A non-refundable deposit of 22% per participant is due at registration. Final payment is due by 24 January 2027. Payments must be made via the registration page using credit card or ACH.

B. **Non-Payment Policy:** If a participant's final payment is not received by 24 January 2027, and reasonable attempts to contact the participant have been made, InSynergy Retreats reserves the right to cancel the participant's registration as of 27 January 2027. No refund shall be issued in such cases, in accordance with the retreat's cancellation policy. InSynergy Retreats retains sole discretion to assess and address each case individually.

C. **Refund Schedule (Due to Cancellation):**
- *On or before 1 October 2026:* 100% refund minus the non-refundable 22% participant deposit and 4% processing fee.
- *2 October 2026 – 2 January 2027:* 50% refund minus the non-refundable 22% participant deposit and 4% processing fee.
- *3 January 2027 – 25 February 2027:* 25% refund minus the non-refundable 22% participant deposit and 4% processing fee.
- *On or after 26 February 2027:* No refund.

D. **Retreat Credit Option:** Refunds may be transferred as a retreat credit applicable toward a future Retreat Hosted by Jess Bycraft and facilitated by Retreat Planner of InSynergy Retreats, to occur within twelve (12) months of the original retreat start date. Approved refunds will be processed within ten to fourteen (10–14) business days of confirmation.

XI. Travel Documents & Insurance

A. **Travel Documents**: For international retreats, all passport holders must ensure that their passport is valid for at least six (6) months beyond their return date. It is the sole responsibility of the participant to obtain and maintain all necessary travel documents, including passports, visas, and vaccination certificates. Failure to obtain the required documentation does not qualify for a refund. For assistance, please refer to the retreat webpage or contact the organisers with any questions.
B. **Travel Insurance:** Participants are strongly encouraged to obtain comprehensive travel insurance. Coverage should include, at a minimum, trip cancellation, trip interruption, medical emergencies and evacuation, lost or delayed baggage, supplier default, high-altitude exposure and related medical conditions, and any adventure activities included in the itinerary. It is the sole responsibility of all participants to individually obtain travel insurance. Policies can vary greatly, so please review the fine print carefully and understand any exclusions or limitations that may apply to your travel plans. InSynergy Retreats does not provide insurance and shall not be held liable for any costs incurred as a result of insufficient or absent coverage.

XII. Alcohol Policy

A. Alcohol may be available during the retreat. Participation in alcohol consumption is entirely voluntary. Participants agree to consume alcohol responsibly and in accordance with all local laws and regulations of Peru. Participants remain solely responsible for their own decisions, conduct, and safety at all times, including following any alcohol consumption.

B. The Retreat Host and InSynergy Retreats shall not be held liable for any incidents, injuries, damages, or losses resulting from alcohol consumption, including but not limited to: intoxication, impaired judgement, accidents or injuries, or behavioural misconduct.

C. The Retreat Host reserves the right to restrict or prohibit alcohol consumption for any participant whose behaviour is deemed unsafe, disruptive, or inappropriate.

XIII. Participant Conduct Policy

A. All participants are expected to conduct themselves in a respectful, responsible, and cooperative manner throughout the duration of the retreat.

By participating, you agree to:

- Respect fellow participants, the Retreat Host, InSynergy Retreats, and all local guides and vendors
- Comply with all local laws and regulations
- Follow all safety instructions provided by retreat staff or third-party operators
- Refrain from behaviour that is disruptive, unsafe, illegal, or disrespectful

B. The Retreat Host and/or InSynergy Retreats reserve the right, at their sole discretion, to remove any participant from part or all of the retreat if their behaviour is deemed: unsafe to themselves or others, disruptive to the group experience, or in violation of these Terms & Conditions.

C. In the event of removal, the participant shall be responsible for all associated costs and shall not be entitled to any refund.

XIV. Acknowledgement of Risks: Torch Peruvian Adventure Retreat

A. Participants acknowledge that this retreat takes place in Peru and involves destinations, activities, and environments that carry a heightened level of inherent risk.

B. By attending this retreat, participants understand and accept the risks associated with being present in Peru and participating in the planned activities, including but not limited to:

- High-altitude trekking through Andean landscapes, glaciers, mountain lakes, and cloud forest terrain, which may cause altitude sickness, dehydration, exhaustion, or other altitude-related medical conditions
- Adventure activities including rappelling, zip-lining, suspension bridge crossings, and iron rung climbing on cliff faces with sweeping open exposure
- Remote and rural locations with limited or no immediate access to medical care or emergency services
- Transportation by private bus, domestic flights, scenic train, and other local transport on mountain and valley roads
- Participation in ceremonial and spiritual activities facilitated by independent third-party practitioners, including but not limited to sacred water rituals, individual shamanic blessings, and breathwork, meditation, and other holistic wellness practices

- Physical and emotionally demanding experiences including multi-day trekking, overnight camping in mountain environments, and immersive cultural and ceremonial activities
- Exposure to jungle and forest environments, wildlife, insects, plants, and other natural elements

C. Participants acknowledge that they are attending this retreat voluntarily and assume full responsibility for their personal safety and decision-making at all times.

D. The Retreat Host and InSynergy Retreats do not control third-party activity operators, local guides, or other independent service providers, and therefore disclaim all liability associated with participation in or proximity to such activities and experiences.

XV. Participant Acknowledgement of Inclusions & Exclusions

A. It is the participant's responsibility to fully review what is and is not included in this Peru retreat, hosted by Jess Bycraft and facilitated by InSynergy Wellness LLC (DBA InSynergy Retreats).

- **Inclusions:**
  a) Domestic Flights: Lima (LIM) to Cusco (CUS) and Cusco (CUS) to Lima (LIM).
  b) Ground Transportation: All domestic ground transportation throughout the retreat, including private bus transfers, Machu Picchu public bus, and the Sacred Valley scenic train.
  c) Accommodation: 5-star airport hotel (1 night); 3–4 star boutique hotel in Cusco (1 night); 3-star hotels in the Sacred Valley (4 nights); fully serviced mountain campsite (3 nights).
  d) Meals: 9 breakfasts, 8 lunches, and 4 dinners, all prepared with fresh, locally sourced, and seasonal ingredients, including a special welcome meal, campsite meals, packed lunches, curated local restaurant dining, and a feast at Vertical Sky Suites.
  e) Refreshments: Daily snacks, coca tea, hot drinks, and filtered or bottled water throughout the retreat.
  f) Retreat Team: Local guides, drivers, shamans, campsite chef, hiking porters, muleteers, and emergency response representatives.
  g) Gear & Equipment: Camping and hiking equipment, support horses, ceremonial materials, and yoga mats.

h) Soul-Led Experiences: Shamanic ceremonies, ancient teachings, cultural immersion, meditations, and intimate guidance from the Shaman community, woven throughout the retreat.
i) Tickets & Permits: Entrance tickets and permits to all hiking trails, ancient ruins, adventure activities, and places of interest included on the retreat itinerary.
j) Local Giving-Back Initiative: A clean water installation project, school supplies for local children, and a donation to a native community.
k) Arrival Gift: A special welcome gift for all guests upon arrival.
l) Communications: A dedicated WhatsApp group for pre- and post-trip connection, and an optional pre-trip Google Meet call for Q&A sessions.
m) Gratuities: All guide, driver, local team, activity, and service gratuities for anything included in the retreat itinerary.

- **Exclusions:**
  a) International airfare to and from Lima, Peru
  b) Additional spa or massage services
  c) Personal phone calls
  d) Alcohol
  e) Optional activities not listed on the official retreat itinerary
  f) Gratuities for activities outside of the retreat itinerary
  g) Souvenir and personal shopping
  h) Travel, personal, medical, or trip cancellation insurance
  i) Laundry services or personal clothing

XVI. Confidentiality & Data Use

A. The Retreat Planner (InSynergy Wellness LLC, DBA InSynergy Retreats) will collect participant data necessary for the facilitation of the retreat, including but not limited to names, dietary preferences, travel arrangements, and emergency contact information. This information will be shared with the Retreat Host, Jess Bycraft, strictly for operational and safety purposes.

B. Both the Retreat Host and InSynergy Retreats agree to maintain the confidentiality of all participant data. Personal information will not be disclosed to any third party unless required for retreat coordination (e.g., with trusted local guides, accommodation providers, or transport vendors).

XVII. Liability Waiver, Indemnification & Physical Readiness

A. By participating in this retreat, you (the participant), your heirs, and legal representatives agree to release the Retreat Host, Jess Bycraft, and InSynergy Retreats, InSynergy Wellness LLC (DBA InSynergy Retreats), including their respective agents, officers, employees, facilitators, contractors, and representatives, both individually and collectively, from any liability related to participation. This includes, but is not limited to, claims for injuries, illness, death, damage or loss arising from negligence, faulty equipment, unsafe conditions, or other retreat-related circumstances.

B. You voluntarily assume all associated risks and confirm that you are medically, physically, and emotionally fit to travel and participate, and that you accept full responsibility for your conduct and well-being.

C. I further understand that participation in physical activities listed on the Peru Retreat Itinerary and any other activities independently opted into, such as independent hiking, additional excursions, and local transportation, carries additional risks. These risks include but are not limited to cardiovascular strain, altitude sickness, adverse physiological reactions, and other health complications. I voluntarily assume full responsibility for all risks, known and unknown, associated with participation in this retreat and am encouraged to discuss them specifically with my physician prior to participation. By registering, you acknowledge the inherent risks of such activities, including but not limited to physical exertion, high-altitude exposure, exposure to natural elements, slips, falls, and limited access to medical care. You confirm that you are fit to participate and agree to modify or skip activities as needed based on your own health needs.

D. You accept full financial responsibility for any injury or damage resulting from your own actions. You further agree to indemnify and hold harmless the Retreat Host and InSynergy Retreats from any third-party claims arising from your behaviour.

E. In the event of property damage, theft, or misconduct caused by you, any unresolved costs may be charged directly to you. Should legal fees be incurred to enforce these terms, you agree to reimburse those costs in full.

F. This waiver shall remain binding and enforceable even if any portion of it is deemed invalid, or if your participation is shortened or altered due to unforeseen circumstances.

XVIII. Authorisation and Media Release

A. By participating in this retreat, you grant permission to the Retreat Host and the InSynergy Retreats, including their contractors and licensees, to capture and use your image, likeness, voice, and written or verbal statements in photos, videos, or testimonials ("Media") for promotional purposes.
B. You further authorise the unrestricted use, reproduction, publication, and adaptation of such Media—either individually or in combination with other materials—across any format or platform, including but not limited to print, web, social media, and video. You waive the right to inspect or approve the final content and acknowledge that no compensation shall be provided.
C. You release the Retreat Host, InSynergy Retreats, and their affiliates from any claims arising from the use of this Media, including claims for defamation, invasion of privacy violations, or misrepresentation. This release shall be binding upon you and your legal representatives.

XIX. Legal Notice

A. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflict of laws principles.
B. This agreement constitutes the entire understanding between the parties. No modifications shall be made unless in writing and signed by both parties. Any prior understandings or oral agreements are hereby superseded.

By completing your registration and signing below, you acknowledge that you have read, understood, and agreed to the terms and conditions set forth in this agreement.