

True Nature Education, Inc. Terms and Conditions - Participants

You are receiving these Terms and Conditions as a result of your interest in a trip with True Nature Education, Inc. (the “Trip”), which includes any recreational, outdoor, adventure, or other activities included on the Trip (an “Activity” or collectively the “Activities”). Depending on the nature of your Trip, True Nature Education, Inc. may do business as “True Nature Education” or “True Nature Travels.” The use of “True Nature” in these Terms and Conditions refers to True Nature Education, Inc. doing business as “True Nature Education” or “True Nature Travels,” whichever is applicable to your Trip.

Please read the following Terms and Conditions, including the Assumption of Risk and Release of Liability Provisions (collectively the “Terms and Conditions”), carefully. You are responsible for ensuring that you understand the Terms and Conditions. By signing your name (electronically) below and checking the box for the Assumption of Risk and Release of Liability, you acknowledge and agree (i) that you have read and understood these Terms and Conditions (ii) that you have had an opportunity to ask True Nature any questions about these Terms and Conditions, and (iii) that you agree to be bound by these Terms and Conditions.

Initial Deposit

In order to reserve your place on the Trip, you are required to pay a deposit to True Nature (the “Initial Deposit”) upon your registration. True Nature requires the Initial Deposit since reservations for lodging and services must be booked ahead of time. Your place on the Trip is not secured until you pay the required Initial Deposit to True Nature. The Initial Deposit is non-refundable and non-transferable unless otherwise stated in the Cancellation Policy below. The Initial Deposit is applied to the entire cost of Tuition for the Trip.

You will also be required to pay a processing fee at the time of registration. This processing fee is non-refundable and non-transferable.

True Nature is not responsible for any incidental expenses incurred by you as a result of your participation in the Trip, including, but not limited to any expenses associated with visas, vaccinations, travel insurance excess, non-refundable hotel reservations, or non-refundable flights.

Tuition

In addition to the Initial Deposit, in order to maintain your place on the Trip, you are required to pay the remaining Tuition by the dates communicated to you in your registration confirmation letter. **By signing below, you authorize True Nature to charge the credit card provided by you at registration, on the dates specified by True Nature in your registration confirmation letter, for the remaining Tuition payments.**

Non-Payment

True Nature reserves the right to cancel your registration if any required Tuition Payment is not paid by the date communicated to you in your registration confirmation letter. The Cancellation Policy set forth below will apply.

Cancellation Policy

The following Cancellation Policy allows True Nature to comply with its contracts with vendors and in-country travel partners and covers the time and resources spent by True Nature in preparing for and arranging a Trip. If you decide to cancel your participation in the Trip, you are required to notify True Nature of your cancellation via email: info@truenatureeducation.com. **Your credit card will be automatically charged on the dates communicated to you in your registration confirmation letter unless you notify True Nature of your cancellation and your enrollment in the Trip is voided.**

True Nature has adopted the following Cancellation Policy:

- The processing fee paid by you at registration is non-refundable and non-transferable.
- If you notify True Nature of your cancellation at least ninety (90) days before the first day of the Trip, True Nature will refund you fifty percent (50%) of any Tuition paid to True Nature Travel. This refund will not include any portion of the Initial Deposit or the processing fee, which are non-refundable and non-transferable.
- If you notify True Nature of your cancellation less than ninety (90) days before the first day of the Trip, all Tuition paid by you and the Initial Deposit are non-refundable and non-transferable.
- If True Nature cancels a Trip due to low enrollment, you will receive a refund of the Initial Deposit and any Tuition paid by you. You will not receive a refund of the processing fee.
- True Nature reserves the right to reject your booking or to deny your participation in any Trip if True Nature determines, in its sole discretion, that your participation poses a risk to yourself or others or may be disruptive to other participants, a yoga instructor, or any other personnel used by True Nature during a Trip. If True Nature decides to reject your booking and/or deny your participation in a Trip prior to the Trip's starting date, True Nature will refund you the Initial Deposit and any Tuition paid by you. You will not receive a refund of the processing fee.
- Additionally, during a Trip, True Nature may deny your participation in an Activity or the Trip entirely if True Nature believes, in its sole discretion, that your continued participation will be disruptive to the Trip experience, to other participants on the Trip, or the yoga instructor and/or other personnel used by True Nature during a Trip. If you are denied further participation in a Trip after the Trip's starting date, you will forfeit any monies paid to True Nature, including but not limited to the Initial Deposit and any Tuition. You will be solely responsible for any additional expenses incurred by you, including travel expenses, as a result of the denial of your continued participation in a Trip.

Failure to Respond to True Nature

Following your registration, True Nature will communicate with you via email regarding travel arrangements, scheduling, and other details about the Trip. True Nature will often request that you respond to these emails. It is important that you respond so that True Nature may confirm your participation and finalize arrangements regarding the Trip. If you have paid the entire Tuition amount but do not timely respond to True Nature's communications with you, True Nature, in its sole discretion, may treat your non-responsiveness as a cancellation.

Passport and Visas

For a Trip involving international travel, you must carry a valid passport and have obtained all of the appropriate visas, permits, and certificates for the countries in which you will visit during the Trip. It is

your responsibility to ensure that you have a valid passport and the appropriate visas, permits, and certificates required for the Trip. As a rule of thumb, True Nature suggests that your passport be valid for a minimum of six (6) months after the end date of the Trip. True Nature is not responsible in any manner whatsoever if you are refused entry to a country for any reason, including, but not limited to, because you lack the proper passport, visa, or other travel documentation required to enter the country.

Travel Insurance

True Nature strongly recommends that all participants purchase travel insurance to cover the Trip. At your request, True Nature will assist you in obtaining Trip insurance from CSA Travel Protection. You are, of course, free to obtain travel insurance from any company you choose. You are solely responsible for the cost of any travel insurance. You understand that if a Trip is cancelled, True Nature's Cancellation policy will apply regardless of whether you have purchased travel insurance.

If True Nature provides you with assistance in obtaining travel insurance, True Nature makes no representations or warranties to you regarding the solvency or financial condition of the insurer. True Nature shall not be liable for any loss or damage resulting from the bankruptcy, insolvency, dissolution, liquidation, winding up, cessation of business, merger, placement into receivership, or business decisions (including denial of claims) of the insurer.

Transportation

True Nature generally arranges for group ground transportation for Trip participants to and from lodging center(s) and the airport. However, in order to use this ground transportation, you are responsible for ensuring that your flight arrival and/or departure time falls within the program flight window provided to you by True Nature. You will be informed of the program flight window in True Nature's confirmation as well as the "Time to Book Your Flight" emails.

True Nature requires that you provide your flight itinerary, including your arrival and departure dates and times, at least three (3) weeks prior to the first day of the Trip. If you fail to provide your itinerary to True Nature on time, you automatically forfeit any group transportation reserved by True Nature.

If you fail to provide True Nature with your itinerary on time, decline True Nature's transportation, book flights that do not coincide with the program flight windows, or arrive/depart from a location different from True Nature's required pick-up or drop-off point, True Nature will make efforts to organize private ground transportation for you; however, True Nature cannot guarantee that it will be able to arrange for private ground transportation. If True Nature is unable to arrange for private ground transportation, you are responsible for obtaining your own private transportation. You are solely responsible for any costs or expenses resulting from private ground transportation, regardless of whether such transportation is obtained by True Nature or you.

You will also be solely responsible for any additional fees or costs when a Trip minimum of 10 individuals is not met or if you participate in a customized Trip. True Nature will make reasonable efforts to notify you of these additional fees or costs in advance.

Fees and Costs Resulting from Changes in Travel Plans

True Nature understands that you may have to amend your travel plans for personal reasons, including but not limited to illness, or that your air travel may be changed due to mechanical issues, weather, or missed connections. True Nature is not responsible for any changes to your travel plans. You are solely responsible for any additional fees or costs associated with a change in your travel plans.

If such a change results in you being unable to use the ground transportation previously reserved by True Nature, True Nature will make efforts to organize private ground transportation for you; however, True Nature cannot guarantee that it will be able to arrange for private ground transportation. If True Nature is unable to arrange for private ground transportation, you are responsible for obtaining your own private transportation. You are solely responsible for any costs or expenses resulting from private ground transportation, regardless of whether such transportation is obtained by True Nature or you.

Accommodations

True Nature will make efforts to honor your registration type. However, even if you register for a shared or group occupancy, True Nature cannot guarantee that it will be able to place you with a roommate(s). If, at 90 days prior to the first day of the Trip, True Nature has been unable to place you with a roommate, True Nature will notify you in writing. You will be required to either cancel your registration, at which time True Nature's Cancellation Policy will apply, or upgrade your registration to another occupancy type (for example, from shared occupancy to a single occupancy).

If you elect to upgrade your registration, you will be charged an Upgrade Fee. The Upgrade Fee is 50% of the difference between your original registration rate and the upgraded registration rate. If, after you have paid the Upgrade Fee, True Nature determines that it is able to honor your original occupancy request, True Nature will refund you the Upgrade Fee.

Medical/Dietary Needs and Restrictions

You are responsible for notifying True Nature of any medical and/or dietary needs or restrictions at the time of your enrollment in the Trip. Additionally, while on the Trip, you are also responsible for notifying any Trip staff or personnel of your medical or dietary needs or restrictions. If you are required to take medications and/or dietary supplements, you are responsible for bringing such items with you on the Trip.

If you disclose a medical condition to True Nature, True Nature reserves the right to request documentation from your medical provider regarding your participation in the Trip.

Your Trip Package

You are free to participate or not participate in any Activity or other service available in the Trip package. If you choose not to participate in any Activity or service, you do so of your own volition and are not entitled to a refund for the Activity or service not used. This includes meals, hotel accommodations, excursions, transportation, and any other Activities or services included in the Trip, as listed on True Nature's website.

Your Responsibilities

You represent and warrant that you are qualified, in sufficient health, and in proper physical condition to participate in the Trip and any Activities you engage in while on the Trip. You are ultimately responsible for your own safety and for immediately reporting to True Nature any conditions or other restrictions which might affect your ability to safely participate in the Trip or any Activity. If you become aware of any hazardous condition during the Trip and/or any Activity, you agree to remove yourself from participation and immediately notify the nearest member of True Nature personnel.

Talent Release Agreement

You hereby grant True Nature and its employees, representatives, or agents, the right and permission to use, for any lawful purpose including any True Nature publication, publicity, advertisement, or education (collectively "Publication"), photographs, film, videotape, electronic representations, or sound recordings made of you or your minor child during a Trip, including the identification of your minor child, without any payment or other consideration. You waive any right that you or your minor child may have to inspect and/or approve any Publication in which you or your child is presented. You hereby release, discharge, and agree to hold harmless True Nature and its employees, representatives, and/or agents with respect to any and all claims, demands, and causes of action that you or your minor child have or may have as a result of the Publication. You agree that any Publication shall be the property of True Nature and that True Nature may use the Publication for any purposes anywhere in the world at its sole discretion.

Itinerary Changes

You understand that changes in the itinerary may be made where deemed advisable, in True Nature's sole discretion, for the comfort and well-being of all participants, or because of known causes that could impede or be hazardous. True Nature will make efforts to communicate these changes to you.

Uncontrollable or Unforeseen Acts

Certain events may occur, including but not limited to natural disasters, political instability, strikes or other labor difficulties, insurrection, war, riots, acts or threats of terrorism, disease epidemics or outbreaks, other disturbances, or other acts of God (a "Force Majeure Event") which are beyond True Nature's control. True Nature reserves the right to cancel any Trip or Activity which, in True Nature's sole discretion, is rendered unsafe or otherwise unviable due to a Force Majeure Event.

In the event of a cancellation due to a Force Majeure Event, True Nature will make reasonable efforts to obtain refunds for any costs or expenses paid by you through your Initial Deposit or Tuition payments and to return such refunds to you. However, True Nature cannot guarantee that it will be able to obtain refunds. True Nature shall not be liable for any loss or damage suffered by you, including but not limited to the loss of an Initial Deposit and/or Tuition, as a result of a Force Majeure Event and/or the cancellation of a Trip or Activity due to a Force Majeure Event.

Depending on the nature of the Force Majeure Event, True Nature may allow the Trip to continue with any necessary modifications or may allow you to cancel your participation in the Trip. True Nature will provide information to you about any actual or anticipated Force Majeure Event.

COVID-19 Pandemic

Beginning in late 2019, the world experienced a pandemic resulting from the virus COVID-19. By registering for this retreat, you understand that COVID-19 and any variants may be present at the time of your Retreat, and that there may need to be cancellations, postponements, or rescheduling.

In the event that a Trip or Activity is postponed as a result of COVID-19 or a similar virus, including government regulations, such as travel restrictions or border closures, or based upon True Nature's sole determination that the safety of participants could be endangered, you will be provided an opportunity to transfer your registration to the postponed date of the Trip or Activity. If you elect to transfer your registration but later decide to cancel your registration for the postponed Trip or Activity, True Nature's Cancellation Policy will apply to any amounts previously paid by you to True Nature.

In some cases, True Nature may offer a credit balance for paid tuition amounts, but refunds outside of the cancellation terms will not apply. It is the responsibility of all participants to purchase travel insurance to protect their retreat investment. The Cancellation Policy remains in effect if you choose to cancel your registration for any reason, including but not limited to travel advisories, vaccination mandates, travel restrictions imposed by employers, fear of travel, personal illness, etc.

True Nature shall not be liable for any loss or damage suffered by you, including but not limited to the loss of an Initial Deposit and/or Tuition, as a result of COVID-19 and/or the cancellation of a Trip or Activity due to COVID-19 or a similar virus. True Nature will make reasonable efforts to provide you with any information about COVID-19's actual or anticipated effects on a Trip or Activity.

Theft

True Nature assumes no responsibility for theft or other loss suffered by you during the Trip. You are responsible for ensuring the security of any and all personal property during a Trip or Activity.

Miscellaneous Provisions

These Terms and Conditions, including the Assumption of Risk and Release of Liability Provision, shall in all respects be interpreted, enforced, and governed under the laws of North Carolina. In the event of any dispute arising hereunder, the exclusive venue shall be a court of competent jurisdiction in Buncombe County, North Carolina. You agree that these Terms and Conditions shall be binding upon and inure to the benefit of your heirs, personal representatives, successors, and assigns, and shall inure to the benefit of True Nature and its successors and assigns.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY PROVISION

I intend to participate in a True Nature Education, Inc. trip (the "Trip"), including any activities or services available to and selected by me during the Trip. In consideration for my participation in the Trip, to which I agree I am not otherwise entitled to participate, I hereby agree as follows:

1. I am responsible for reviewing and understanding all relevant travel information regarding the Trip, including but not limited to the itinerary provided to you by True

Nature Education, Inc. (“True Nature”). I acknowledge and agree that my decision to participate in the Trip is voluntary and that I have reviewed and understood all information about the Trip, including but not limited to the itinerary, provided to me by True Nature. I further agree that I have had an opportunity to ask True Nature any questions about the Trip.

2. I understand and acknowledge the Trip is adventurous in nature, involving international travel and activities such as yoga, zip-lining, surfing, snorkeling, horseback riding, hiking, kayaking, river and ocean boating, jungle wildlife tours, city tours, waterfall excursions, biking, cooking, and fishing (the “Activities”).
3. I understand acknowledge that there is risk, inherent or otherwise, of injury, illness, or death, when I choose to participate in the Trip and/or any Activities available on the Trip, and that such risk cannot be eliminated without changing the nature, value, and appeal of the Trip and/or the Activities. **I acknowledge and voluntarily assume all risk of accident, injury, illness, death, or damage to my person which may be caused by, incurred from or in any way related to my participation in the Trip and/or the Activities.**
4. In consideration for my participation in the Trip, I, on behalf of myself and my heirs, executors, administrators, assigns, and any and all other persons claiming by and through me, hereby covenant not to sue and fully and forever release and discharge True Nature Education, Inc. and its officers, directors, shareholders, agents, members, employees, former employees, and representatives (hereinafter collectively referred to as “True Nature and Representatives”) from any and all claims, demands, damages, losses, actions, suits, causes of action, debts, costs, expenses, attorneys’ fees, judgments, and all other liabilities that may arise from my participation in the Trip and/or any available Activities. This release extends to claims arising from any cause whatsoever, including but not limited to negligence of True Nature and Representatives, breach of contract, and/or products liability, excepting gross negligence or intentionally wrongful conduct. True Nature shall not be liable for any indirect, special, incidental, or consequential damages or loss.
5. I hereby agree to hold harmless and indemnify (that is, defend and pay, including costs and attorneys’ fees) True Nature and Representatives from liability for any claim, including damage to property or personal injury, illness, or death, of any third party (including co-participants) arising from or in any way related to my participation in the Trip and/or the Activities. This indemnity includes claims arising from negligence (excluding gross negligence or intentionally wrongful conduct) of True Nature and Representatives.
6. In the event of an emergency resulting from, arising from, or in any way related to my participation in a Trip or Activity, I hereby authorize True Nature and Representatives to secure from any hospital, physician, or other medical provider selected by True Nature any treatment deemed by such healthcare provider as necessary for my immediate care,

including but not limited to hospitalization, anesthesia, surgery, or injections. I agree that I will be solely responsible for the payment of any and all medical services rendered to me pursuant to this Paragraph 6. True Nature will also make reasonable efforts to contact the individual I provided as my emergency contact.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS, INCLUDING THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK. I HAVE SIGNED IT FREELY AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, THE REMAINING TERMS SHALL CONTINUE IN FULL FORCE AND EFFECT.

If you have any questions about these Terms and Conditions, including the Assumption of Risk and Release of Liability Provisions, feel free to contact True Nature Education, Inc. at Info@truenatureeducation.com.

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