

# MARGE CAMP Baja: The Elements of You

## Terms & Conditions

\_\_\_\_\_ I acknowledge that my \$600 deposit is non-refundable.

\_\_\_\_\_ I acknowledge that the remaining balance is due by 8/31/2024 and I agree to fulfill the payment in its entirety. In the event that I fail to complete the remaining balance by this date, I accept that this agreement is canceled and I have forfeited any preceding payments.

\_\_\_\_\_ I acknowledge that if I choose to cancel for any reason, I must do so in writing to [margarucia@gmail.com](mailto:margarucia@gmail.com).

\_\_\_\_\_ I acknowledge that if I choose to cancel, I have forfeited the \$600 deposit.

\_\_\_\_\_ I acknowledge that a full refund (minus the \$600 deposit) will be upheld if I cancel in writing prior to September 1, 2024. Any cancellation request after September 1, 2024 will not receive a refund of any amount regardless of the cancellation reason.

\_\_\_\_\_ I acknowledge that if I have chosen to submit my payment in full, I will still forfeit \$600 of total payment should I choose to cancel.

\_\_\_\_\_ I acknowledge that there will be no refunds for any reason for any person who attends the retreat in full or in part.

\_\_\_\_\_ I acknowledge that I have been advised that travel insurance is STRONGLY recommended and in the event that I choose to employ travel insurance, it is at my own expense.

\_\_\_\_\_ I acknowledge that cancellations due to Covid-19 are not available unless the borders of Mexico are closed and guests are not able to enter the country.

\_\_\_\_\_ I acknowledge that neither the organizer (Margaret Allen) nor the retreat center (Yandara) are responsible for lost, stolen, or damaged items.

\_\_\_\_\_ I acknowledge that I am responsible for my travel expenses (airfare and travel insurance).

\_\_\_\_\_ I acknowledge that there will be organized round-trip shuttles provided by the event from the SJD International Airport to Yandara on the day of arrival (Sunday November 17, 2024) and departure (Saturday November, 23, 2024) between the hours of 11am and 5pm. If I choose not to participate in the provided shuttle service during the expressed hours, I do so willingly and accept that my arrival to and departure from Yandara is at my own expense.

\_\_\_\_\_ I acknowledge that I am willing to participate in yoga, movement, breath, and meditative practices at the risk of injury and assume sole responsibility.

\_\_\_\_\_ I acknowledge that my personal safety throughout the entirety of the retreat is ultimately my responsibility.

\_\_\_\_\_ I acknowledge there will be professional candid photography taking place and I affirmatively consent that my images to be used for future marketing purposes on behalf of Margaret Allen and Yandara.

\_\_\_\_\_ I acknowledge that I agree to fully comply with ALL mandated Covid-19 regulations of both Mexico and The United States of America including but not limited to: providing a negative Covid-19 result (if required for entrance to either country), all other mandated regulations such as mask-wearing, hand-washing, and social distancing made expressly clear during the current period of retreat travel (November 17-23, 2024) in both the entire countries of Mexico (and its provinces) as well as The United States of America (and any state my travels might include as a layover or otherwise).

\_\_\_\_\_ I acknowledge that I will be informed of how/where to acquire a Covid-19 test prior to departure from the retreat and I accept that it is at my expense (should one be required for re-entry into The United States of America).

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in the activity of "MARGE CAMP Baja: The Elements of You", and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Margaret Allen and Yandara and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Margaret Allen and Yandara against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Margaret Allen and Yandara incur any of these types of expenses, I agree to reimburse the appropriate party. I acknowledge that Margaret Allen and Yandara and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Margaret Allen and Yandara. I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Margaret Allen and Yandara AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Margaret Allen and Yandara FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Margaret Allen and Yandara, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

**Participant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_