



**Great Smoky Mountains: A Yoga and Hiking Wellness Immersion
May 3-6, 2020
Tour Participant Agreement / Terms and Conditions**

RESERVATIONS: Full payment in U.S. Dollars for the Himalayan Institute Excursion to the Great Smoky Mountains: A Yoga and Hiking Wellness Immersion (the "Tour") must be postmarked by the dates indicated. Land Only rates indicated are per person:

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| | (Land Only Rates) |
| Early Registration (closes February 5, 2020) | Shared- \$1,545 |
| Regular registration (closes March 15, 2020) | Shared- \$1,695 |

In order to receive the rates noted above, full payment must be received by the corresponding rate closing date noted. Full payment is due at time of registration for all late registrations. Reservations requested and postmarked after March 15, 2020 will be processed on a space available basis, and will incur higher rates.

A \$500 partially-refundable deposit per person will secure space on a first come basis. Deposits are not transferrable. **For the early rate pay the balance due by February 5, 2020. Balances not paid by the stated deadlines revert to the next period's higher rates. For regular registration rate pay the balance due by March 15, 2020.** Unless we are notified otherwise, in writing, your credit card on file will be automatically changed for your balance due on March 15, 2020. If we are unable to process your payment you will be notified and will have 48 hours to contact us to provide an alternative form of payment before your registration is cancelled and your deposit paid is forfeited. After March 15, 2020 additional fees will apply and the registration rate must be paid in full when registering.

RATES: Land Only rates do not include airfare. Participants are responsible for getting to the starting point of the Tour (Sugarlands Visitors Center in Gatlinburg, TN) at the pre-determined time. The rate for the Tour is per person and includes shared accommodations in tents, vegetarian meals, and scheduled group activities. **The Himalayan Institute® (the "Tour Organizer") recommends traveling with one duffel bag per person and one carry-on size day pack per person. Day pack is to remain with the participant throughout the duration of the Tour whether in transit or otherwise.**

TOUR PRICE INCLUDES: Scheduled transfers, local transportation per the itinerary, and accommodations from the time of meeting the Sugarlands Visitor Center in Gatlinburg, TN on May 3, 2020 (Tour start date) until return to the Sugarlands Visitor Center on May 6, 2020 (Tour end date) at pre-determined times. **Accommodations:** Shared tents with shared separate bath house during the Tour. The Himalayan Institute® (the "Tour Organizer") reserves the right to substitute accommodations as it deems necessary. **Meals:** Breakfast, lunch, and dinner during the duration of the Tour beginning with lunch on May 3, 2020 and ending with lunch on May 6, 2020. All meals are vegetarian and may include eggs and dairy. Consult in advance with Tour Organizer about health-related special dietary needs, however, the Tour Organizer is unable to ensure meals for special dietary needs. Bottled water or boiled and filtered water will be provided for the duration of the Tour.

TOUR PRICE DOES NOT INCLUDE: International airfare; domestic airfare; passports; visas; inoculations; meals or other expenses while in transit between departure airport or location and arrival at the Sugarlands Visitor Center Parking; additional expenses for late arrivals or early departures; laundry; bottled water or beverages while at hotel, guest houses, lodges, camp grounds, except as otherwise noted herein; cover charges; baggage or other airline fees or service charges; excess baggage charges; accident, trip cancellation, and baggage insurance; medical treatment/emergency rescue expenses or insurance; expenses for guides, transportation, or deviations not included in the itinerary; gratuities for local staff, drivers, and gratuities and taxes for personal expenses and purchases; any other items of a personal nature; private non-group transfers; and any other item not heretofore specifically listed as included.

CHANGES: The Tour rate is based on rates of exchange, tariffs, and fares in effect at the time of publication and is subject to adjustment prior to departure. Changes to the printed itinerary are not anticipated, however, the Tour Organizer reserves the right to make any changes that it determines are necessary, with or without advance notice. Changes of itinerary will not result in a refund of any portion of the Tour price. In the event of any change in rates of exchange, tariffs, fares, or itinerary that result in additional costs, these additional costs must be paid by the participant before departure or as soon as the change becomes known.

REVISION FEES: If changes are requested by participant after deposit is received, revision fees and/or cancellation fees will apply. A fee of \$95 per transaction will be charged by the Tour Organizer for any alteration or revision made to a registration. Any revision to a registration may result in the loss of confirmed reservations or increased costs **which will be payable by the participant.** Additional hotel penalties may also apply. A change of traveler name will be treated as a cancellation and new registration will be required; cancellation fees apply.

CANCELLATIONS/REFUNDS: All requests for cancellation must be submitted in writing to the Tour Organizer. Your cancellation date will be the date on which we receive your written notice. Allow 30-days for refunds to be processed. Regardless of the reason, cancellations result in additional costs and processing time for the Tour Organizer. A \$95 administrative fee plus the following charges will be assessed for cancellation:

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| Before March 3, 2020 | \$250 |
| March 4-March 15, 2020 | \$500 |
| March 16-April 2, 2020 | 75% of tour rate |
| April 3, 2020 to start date, plus no shows | 100% of tour rate |

If the participant arrives late or leaves the Tour prior to its conclusion for any reason, refunds will not be made for the unused portion of the Tour. No refunds will be made for any excursion, sightseeing, meal, or other activity that the participant misses or decides not to take for any reason. **Refunds will not be made for cancellations due to accident or illness or changes in one's personal schedule or life events. It is strongly recommended that participants purchase trip cancellation insurance to protect you from cancellation fees, lost baggage, and medical assistance and/or medical evacuation in the case of an emergency.** The Tour Organizer reserves the right to cancel any tour prior to departure. If such cancellation is not due to circumstances beyond the Tour Organizer's control, such as war, etc. as set forth below, the Tour Organizer will refund all payments participant made to Tour Organizer, constituting full settlement with the participant. No compensation or refund will be made when cancellation arises before or during the Tour from circumstances beyond our and/or our suppliers' control (force majeure) such as war, strife, civil disobedience, terrorist activity, adverse weather conditions, fire, natural disasters, etc., unless or until the Tour Organizer is able to recover any Tour related sums. In the event of cancellation arising from circumstances beyond our control as set forth above, Tour related sums recovered by the Tour Organizer will be disbursed equitably to the participants after the Tour Organizer deducts all out-of-pocket costs and related expenses. **It is highly recommended that participants purchase trip cancellation insurance.** The Tour Organizer is not responsible for expenses, including but not limited to lodging, meals, and transportation, incurred for delays and/or detentions beyond the Tour itinerary as a result of circumstances beyond our and/or our suppliers' control such as war, etc. as set forth above.

NATURE OF TOUR: The Tour is a yoga, hiking, and wellness excursion in the Great Smoky Mountain region of the United States. Participants are strongly discouraged from joining the Tour in progress or leaving the Tour prior to its conclusion. Portions of the Tour could be considered rustic and rigorous and are best approached with a spirit of

openness and adventure. Portions of the Tour are at higher elevations and in remote locations, at which there may be no telephones or means of rapid evacuation in the event of emergency. Portions of the Tour may involve lengthy periods of standing, sitting, climbing stairs, hiking/trekking, or walking on unpaved surfaces. **Each participant is advised to consult with his or her medical specialist prior to departure and must advise the Tour Organizer in advance in writing of any condition that may require attention during the tour**, so the participant, with the assistance of the Tour Organizer, can make the necessary arrangements. Participants with a disability requiring special assistance are advised that the Americans with Disabilities Act is not applicable outside of the United States and facilities outside the United States for disabled individuals are limited, if available. Persons requiring assistance must be accompanied by a companion who is capable of and responsible for providing all the assistance needed (normal Tour rates apply for the companion). On a Tour of this nature, it is necessary for you to abide by the authority of the leader, who represents the Tour Organizer. The decision of the leader as to the conduct, itinerary and objectives of the tour is final. Signing our Tour Participant Agreement signifies your agreement to this. If in the opinion of the leader your behavior or physical condition is detrimental to the safety, welfare and well-being of you and/or of group as a whole (which are the paramount considerations), or if (in consultation with the trek medical person, if there is one) the leader considers your general well-being will be put at risk by continuing with the pilgrimage, you may be asked to leave the tour without the right to any refund.

Use of alcohol and illicit drugs is strictly prohibited. Smoking is only permitted in a designated outside area. **Violation of these policies is subject to immediate dismissal from the Tour.**

The nature of the Tour may be suitable for minor children accompanied by a parent or legal travel guardian. Please inquire for details.

HEALTH AND FITNESS REQUIREMENT: You must be in good health and physical condition to participate on the Tour. If you have a pre-existing condition which is not well controlled and has required medical intervention in the past 24 months or are over 70 years of age, you must have your doctor complete a medical form to certify you as fit to participate. If you suffer from severe muscular, chest, heart, sight, hearing, or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. The Tour takes place in remote areas where there is little or no access to normal medical services or hospital facilities for serious medical problems. Evacuation, where necessary, can be prolonged, difficult, and expensive. Medical and evacuation expenses will be your responsibility. The Tour Organizer reserves the right in its absolute discretion to refuse a participant the right to participate in a Tour on medical or fitness grounds.

MEDICAL DISCLOSURE: You declare and warrant that: you are in good health and mental and physical fitness at the time of booking this tour; you have disclosed to the Tour Organizer every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to the Tour Organizer's decision to permit you to go on a Tour; immediately upon any adverse change in your health or fitness that may be likely to affect the Tour Organizer's decision to permit you to go on a Tour you will notify the Tour Organizer in writing of any such adverse change; Tour Organizers are permitted to disclose medical information to our consultant doctor; the Tour Organizer's consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the excursion through to the departure and extends for the duration of the excursion. If you fail to comply with the duty of disclosure in this condition and if the Tour Organizer would not have permitted you to undertake the excursion, or continue participation of the excursion, had you made full disclosure under this condition, the Tour Organizer will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

ASSUMPTION OF RISK: You acknowledge that: by the very nature hiking and adventure-based travel, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays or excursions, and involve potential exposure to injury and possibly death; and in the countries and regions in which domestic and/or international travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against the Tour Organizer; and the additional dangers and risks associated with domestic or international travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and you have submitted your booking for the excursion after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of those countries to which we will be travelling and the US Department of State and that it is your responsibility to acquaint yourself with that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed domestic or international excursion and the accompanying risk of injury, death or property damage or loss.

CURFEW AND SAFETY: Tour Organizer and Tour Organizer's local staff or representatives shall not be held liable for any assistance provided for non-scheduled activities.

WHAT TO BRING: Prepare for pleasant temperatures during the days and cool nights with the possibility of rain. Temperatures can be in the low 80s during the day and mid 40s at night or anywhere in between. Be prepared for a full range of temperatures and conditions with the possibility of occasional rain as this region is considered a temperate rainforest. The following items are essential: soft-shell duffel bag, sleeping bag, camping pillow, waterproof hiking shoes, active wear t-shirts and long sleeve shirts, heavyweight fleece or down jacket, rain gear, hiking socks, warm hat, gloves, lightweight travel towel, water bottles or hydration pack for at least 2 liters of water, sun hat and glasses, sun screen, flashlight or headlamp, personal toiletries and medications. **A day pack for daily essentials and a duffel bag which can accommodate a sleeping bag are suggested. The Tour Organizer limits luggage to one (1) duffel bag per person and one (1) day pack per person. Day pack is to remain with the participant throughout the duration of the Tour whether in transit or otherwise. There is no portage for day packs for the duration of the Tour.** Luggage should be capable of withstanding rain and rugged treatment

PHOTOGRAPHS/VIDEO: Representatives of the Tour Organizer will be photographing and video recording the Tour. The Tour Organizer reserves the right to use any such photographs and video recording in its advertising, displays, publicity materials, and publications without obtaining further consent from any participant. Each participant releases the Tour Organizer and its representatives from any liability in connection with any such use of such photographs and video recording.

Photography and video/audio recording by Tour participants is not permitted during satsanga, lectures, workshops, practicums, satsanga, or special events.

RELEASE/RESPONSIBILITY: The participant, by signing this Tour Participant Agreement (TPA), agrees that the Tour Organizer and its representatives, except for their gross negligence or willful misconduct, shall not be held liable for any injury, damage, loss, delay or irregularity that may be occasioned for any reason, including, but not limited to, any defect in a vehicle, the acts or default of any company or person engaged in conveying a participant, acts of God, terrorism, acts of war, or detention; delays or expenses arising from quarantine, strikes, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations; accidents by aircraft, boat, bicycle or motor vehicle, or in any hotel, inn, restaurant, accommodation or camp; failure of any means of transportation to arrive or depart as scheduled or changes in transit, hotel, inn, guest house or camping services; missed airline or other transport connections; or for additional expenses resulting from changes in exchange rates, tariffs, or itinerary. The participant agrees to assume all risks associated with the Tour and agrees that no liability will attach to the Tour Organizer, its employees or agents, or to any member of the Tour in respect of death, personal injury, illness or delay of the passenger, or for any loss of or damage to the property (including luggage) of the participant during the course of the Tour, howsoever caused.

By signing this Tour Participant Agreement, the participant releases the Tour Organizer and its representatives from any such responsibility or liability, except as hereinabove set forth.

The liability of common carriers is generally limited and, therefore, it is suggested that participants purchase their own cancellation, property damage (including luggage), accident, and medical treatment/emergency rescue insurance.

The Tour Organizer reserves the right to accept or reject any Tour participant at any time, without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is not suitable for the Tour or is disruptive to the harmony of the Tour it may dismiss such participant from the Tour without any obligation to pay a refund or any other amount whatsoever. The Tour Organizer may exclude any dismissed participant from future offerings. The Tour Organizer will have no responsibility or liability for any participant who leaves the Tour prior to its conclusion or for any activity undertaken by any participant which is not included on the Tour itinerary.

I have read and understand the foregoing Tour Participant Agreement for the Great Smoky Mountains: A Yoga and Hiking Wellness Immersion, May 3-6, 2020, and, by making my advance payment as set forth below, agree to the terms thereof. I understand that violation of the Tour policies is cause for immediate dismissal from the Tour. Please reserve my space:

_____ Date _____
Signature

(PLEASE PRINT)

Name _____ Male Female (circle one)
(full name as it appears on passport)

Address _____

City/State/Zip/Postal Code _____

Country _____ Occupation _____ Date of Birth: _____
(mm / dd / yyyy)

Telephone: Days _____ Evenings _____ Mobile _____

Email: _____ initial giving permission to email Fax: _____

Payment is due in U.S. dollars and may be made by check, money order, credit card, or international wire transfer. Your payment by check, money order or wire transfer helps to support Himalayan Institute global humanitarian projects. Space reserved after the regular registration period closes requires full payment upon confirmation of availability of space.

Enclosed is my check # _____ money order (U.S. funds only) in the amount of US \$ _____ as payment in full deposit. Make check or money order payable to HIMALAYAN INSTITUTE.

OR

Please charge my MasterCard VISA American Express Discover card in the amount of US \$ _____ as payment in full deposit.

(PLEASE PRINT)

Name: _____ 3 or 4 digit CV # (from back of credit card) _____
(as it appears on credit card)

(Credit Card Number) Expiration Date (mm/yy) Signature (required on credit card orders)

Complete, sign, and return both pages of the Tour Participant Agreement with your payment to: Himalayan Institute, Attn: Spiritual Excursions, 952 Bethany Turnpike, Honesdale, PA 18431. A confirmation will be sent to you upon acceptance, acknowledging receipt of your payment. **RETAIN A COPY OF YOUR COMPLETED TPA FOR YOUR RECORDS.**