

The Palm Tree House in association with Escape Haven Bali

Phone: Whatsapp / Bali +62 812 3713 7829 or email: info@escapehaven.com. www.thepalmtreehouse.com

Participant Agreement

Terms and Conditions PLEASE READ THE FOLLOWING INFORMATION CAREFULLY, SIGN BOTH PAGES AND EITHER FAX BACK TO US AT NUMBER ABOVE OR SCAN, AND EMAIL.

Cancellation Policy

Exceptions to our policy will not be made for any reason. We do not offer discounts, refunds or credit for arriving late or leaving early and any offered activities missed while on the retreat.

The Palm Tree House in association with Escape Haven Bali offers no refunds for any reason, including weather, injury, or personal emergencies. We are committed to providing a high quality holiday, have very limited spaces and maintain a standard of never canceling a retreat with guests booked on it; therefore we expect to receive only firm bookings from intended guests.

However, if a guest must cancel their reservation, our policy is as follows:

1. To confirm your place on our retreat full payment or the agreed deposit must be made (deposit if first retreat date is more than 90 days away, less than 90 days is full payment)
2. If your confirmation is by deposit. The full amount of the retreat package price is due 90 days prior to the retreat start date. Except 'pay up front offers' where full balance is due at time of booking
3. Any bank fees incurred through transferring funds are the responsibility of the guest
4. To join the retreat, all guests must obtain travel insurance that covers the individual for all medical treatment while traveling abroad; along with a trip cancellation insurance which covers the individual or company, in this case The Palm Tree House in association with Escape Haven, if a retreat is canceled by either party. Proof of insurance will be required prior to participation, as will a signed copy of the liability waiver form
5. If The Palm Tree House in association with Escape Haven cancels a retreat, net total of money paid for retreat package will be refunded. The Palm Tree House in association with Escape Haven is not responsible for expenses incurred in preparation for any canceled trips, such as airline tickets, or for costs incurred due to travel delays, flight cancellation or illness
6. The Palm Tree House in association with Escape Haven offers no cash, cheque or credit card refunds for cancellation or any change to booking by a guest for any reason, including injury, personal emergencies and political actions: our cancellation policy will apply and no exceptions will be entertained
7. The Palm Tree House in association with Escape Haven offers a Book with Confidence guarantee. For any postponement of a retreat due to Covid (guest has doctor verified PCR proof, international border closure) guests are offered free date change with no fees or penalties up to December 2023 (excluding date moves to Easter and Christmas/New Years which will be a higher rate)
8. If a guest cancels within 14 days (2 weeks) of their retreat start date, their payment is forfeited in full
9. All cancellations must be received in writing via email
10. An The Palm Tree House in association with Escape Haven retreat reservation is fully transferable to another female over the age of 18, for the same date and package

You must submit this Participant Agreement, Release of Assumption of All Risks Form at least one month prior to the retreat start date. You are also required to obtain and provide Travel Insurance details prior to joining a retreat. Guests who fail to do so, may be subject to an automatic cancellation and the above policy will apply.

I understand that traveling with The Palm Tree House in association with Escape Haven Bali may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand that I am traveling to geographical areas where, amongst other things, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on a conventional holiday. I have read and understood The Palm Tree House travel dossier for the trip I am undertaking and have provided details of any pre-existing medical conditions I have to The Palm Tree House in association with Escape Haven Bali's representatives.

Our Responsibility to You

As the retreat operator, we make arrangements with other parties to provide you with some of the services on your retreat. These parties are independent suppliers over whom we have no direct control. The Palm Tree House in association with Escape Haven Bali holds no responsibility for independent contractors (or weather conditions) changing services on the retreat. The Palm Tree House in association with Escape Haven Bali is not responsible for any claims, losses, damages, costs or expenses arising out of injury, accident or death, damage, loss or delay of baggage or other property; or delay, inconvenience, loss of enjoyment, or frustration, whether physical or mental resulting from: (1) the act or omission of any party including The Palm Tree House in association with Escape Haven Bali or its employees; (2) mechanical breakdown, government actions, weather or other factors beyond our control; (3) your failure to read information provided and follow instructions including,

but not limited to, obtaining required travel protection & health insurance and providing correct & complete personal, health and travel information; (4) your cancellation or change for any reason in travel services offered; and (5) your medical or health problems or physical disabilities. We maintain a standard of never canceling a retreat that has guests booked on it, but in the unlikely event of a cancellation made by us, The Palm Tree House in association with Escape Haven Bali's liability will be to refund net money paid for the retreat package. The Palm Tree House in association with Escape Haven Bali is not responsible for any fees caused by such cancellation paid to airlines and any other agreements made by guests with outside operators.

PLEASE SIGN HERE:

DATE:

Travel Insurance Provider:

Policy Number:

Provider Contact Number / Email:

The Palm Tree House in association with Escape Haven Bali

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Liability Waiver and Assumption of Risk

In consideration of the services of The Palm Tree House in association with Escape Haven Bali, their agents, owners, officers, volunteers, participants, employees, service suppliers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "The Palm Tree House in association with Escape Haven Bali"), I hereby agree to release, indemnify, and discharge The Palm Tree House in association with Escape Haven Bali, on behalf of myself, my children, my parents, my heirs, executors, administrators, assignees, personal representatives and estate as follows:

- A. I acknowledge that the sport of surfing and traveling entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. My participation in all retreat activities is purely voluntary, and so expressly agree to assume the risk of injury or damage while participating in all activities during my stay with The Palm Tree House in association with Escape Haven Bali and are not grounds for a refund or discount.
- B. I expressly agree and promise to accept and assume all of the risks existing in the sport of surfing with knowledge that the risks of participating in this activity include, but are not limited to, being hit by the board, other surfer or their boards which could result in cuts, bruises, abrasions, or concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exhaustion, dehydration, sunburn; exposure to poisonous and/or carnivorous sea creatures; and accidental drowning. Furthermore, The Palm Tree House in association with Escape Haven Bali's instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I will be offered the optional use of protection equipment during my lesson, should I choose not to use such equipment I do so entirely at my own risk and assume full responsibility for my choice.
- C. I certify that I have adequate travel protection insurance should I need to cancel or change my travel plans & health insurance to cover any injury or damage I may cause or suffer while participating in any of the retreat activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- D. I understand that weather, water, and conditions are beyond the control of The Palm Tree House in association with Escape Haven Bali and its agents. Other natural elements such as reptiles, rodents, insects, and micro-organisms such as bacteria and viruses are also an inherent risk on The Palm Tree House in association with Escape Haven Bali Retreat and are not grounds for a refund or discount.
- E. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Palm Tree House in association with Escape Haven Bali, its officers, employees and suppliers against all claims of losses, causes of action, damages or expenses of claim and against any costs including legal fees that may be incurred as a result of any such claims losses, damages or expenses whether valid or not, including any such claims which allege negligent acts or omissions of The Palm Tree House in association with Escape Haven Bali.
- F. Should The Palm Tree House in association with Escape Haven Bali or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- G. If I am not a resident of Indonesia, I declare that I will not avoid conditions (E) or (F) by commencing any legal action in another country.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation on a retreat, I may be found by a court of law to have waived my right to maintain a lawsuit against The Palm Tree House in association with Escape Haven Bali on the basis of any claim from which I have released them herein. This is to certify that The Palm Tree House in association with Escape Haven Bali, its employees & suppliers are released from any responsibility for any loss, mishap, accident, injury or death that may occur during my participation on a The Palm Tree House retreat..

I give permission that retreat photographs and images which include me can be published by The Palm Tree House in association with Escape Haven Bali for the company's marketing purposes only – Yes / No (circle one)

I have had sufficient opportunity to read both pages of the 'terms and conditions', and 'liability waiver and assumption of risk' proposed by Escape Haven Bali. I have read and understood all, and I agree to be bound by the terms.

SIGNATURE OF PARTICIPANT:

Date :

Print Name :

Address :

Phone :

Terms & Conditions

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