

# HIGH VIBE ESCAPES: TERMS & CONDITIONS

Please read all of the terms and conditions set forth below. All Souls Nest, LLC (d/b/a High Vibe Escapes, High Vibes Escapes Retreats) trips are offered subject to our standard terms and conditions, set forth below. When you make a deposit and/or reservation with High Vibe Escapes, you are accepting all of the terms and conditions stated here, as well as in your waiver of liability signed prior to your trip. In addition to reading the individual trip descriptions to fully understand the itinerary you're about to embark on, which is subject to change based on all factors, by purchasing your trip you hereby confirm your acceptance of the following:

## RESERVATION POLICY

All trip prices are current at the time of publication and in U.S. Dollars. To secure your reservation, you must select the correct trip and occupancy type (single or double) and pay at least your initial deposit with valid payment information. You may pay for the trip in its entirety, but the portion attributed to the deposit is still non-refundable. See "Cancellation Policy" below for more details. If the trip has not been canceled by High Vibe Escapes, the balance of the trip price is due fifty eight (58) days prior to the trip start date and may be paid in the same manner as the initial deposit. A reminder will be sent by High Vibe Escapes to your e-mail address on file seven (7) days before the due date. If the balance of the trip price is not received by the due date, this will constitute your election to terminate your participation in the trip and your reservation may be canceled, at which time the Cancellation Policy below will be fully applied to your deposit.

## DEPOSITS, PAYMENTS & CANCELLATIONS

Payment terms differ based on your room selection and chosen payment plan.

## DEPOSIT TERMS

In all cases, to secure your booking, you will need to pay a non-refundable deposit as specified for each trip to reserve your spot. The balance of the trip package amount is to be paid, in full, not less than 75 days prior to start of the trip, unless your time of booking is less than 75 days prior to the trip, in which case full payment is due at the time of booking. Where possible, the balance of the trip package amount will be automatically charged to your credit card within 75 days prior to the start of the chosen trip. We accept Stripe (Visa, MasterCard, American Express) and Venmo for payment.

## CANCELLATION POLICY

If you must cancel your trip reservation, the Cancellation Policy detailed below will determine what portion of your payment you are entitled to receive back as a refund. Exceptions to our cancellation policy cannot be made for any reason, including weather, terrorism, civil unrest, global emergency health concerns/situations or personal emergencies. There is no refund or discount for arriving late or leaving a trip early, or for not participating in any scheduled activity.

Any cancellations due to unforeseen circumstances three months or less prior to the trip start date will incur some withholding or extra fees based on your payment plan. The cancellation policy in effect includes:

### **MORE THAN FIVE MONTHS FROM TRIP START DATE**

- Cancellation policy in effect.
- Loss of deposit plus fee of 50% of all sums paid.

### **FIVE MONTHS OR LESS FROM TRIP START DATE**

- Cancellation policy in effect.
- Loss of deposit plus forfeiture of all sums paid.

## CANCELLATION INSURANCE

We strongly recommend that you purchase flight cancellation insurance to protect yourself from unexpected circumstances that may cause you to cancel your trip with us. Cancellation of any travel plans, airlines, etc. will be solely the responsibility of you, the traveler. If you believe you may

need to cancel your trip with us, please contact us at [wendykatz33@gmail.com](mailto:wendykatz33@gmail.com) and we will do whatever we can to assist you.

## CANCELLATION BY HIGH VIBE ESCAPES

HighVibe Escapes reserves the right to cancel any trip at any time, for any reason, as determined at our sole discretion, including too few participants, or if the quality of the retreat or the safety of the participants is deemed by High Vibe Escapes to be compromised. In such a case, refund of payments received from trip reservations shall constitute full and final settlement and release of all claims against High Vibe Escapes, it's agents and assigns. In the event of cancellation, High Vibe Escapes is not responsible for any loss incurred on account of nonrefundable or non-transferable air tickets or other unrecoverable travel costs.

## POSTPONEMENT BY HIGH VIBE ESCAPES

High Vibe Escapes Retreats reserves the right to postpone any trip at any time, for any reason, as determined at our sole discretion, including global and local health situations, or if the quality of the retreat or the safety of the participants is deemed by High Vibe Escapes to be compromised. In such a case, High Vibe Escapes reserves the right to withhold all sums paid and issue a travel credit to be used by the traveler toward a destination of their choosing up to one (1) year from the trip start date of the postponed retreat. Refund of payments received from trip reservations shall constitute full and final settlement and release of all claims against High Vibe Escapes, it's agents and assigns. In the event of postponement, High Vibe Escapes is not responsible for any loss incurred on account of nonrefundable or non-transferable air tickets or other unrecoverable travel costs.

## CORONAVIRUS, AKA COVID-19, POLICY

If High Vibe Escapes makes the decision to postpone or cancel a retreat due to travel bans, border restrictions, or for reasons deemed to be in the best interest their customers, staff and company, paid clients have the following two options:

1. Transfer all monies paid to a future High Vibe Escapes Retreat, exclusive of any affiliate retreats. The dates chosen for the next retreat must be written to [wendykatz33@gmail.com](mailto:wendykatz33@gmail.com) and begin no later than 1 year from the start date of the retreat originally booked (barring any external limitations).
2. Request a partial refund. The client may request a refund of all sums paid minus the non-refundable deposit and any fees incurred. The client may transfer the non-refundable deposit to another retreat of their choosing. The dates chosen for the next retreat must be written to [wendykatz33@gmail.com](mailto:wendykatz33@gmail.com) and begin no later than 1 year from the start date of the retreat originally booked. As mentioned above, any fees incurred in the refund process will be the responsibility of the client.

If the client chooses to cancel or forego attendance of any retreat due to the following issues related to COVID-19, but not limited to, lockdown restrictions in their country of origin, test positive for COVID-19 preventing the client from traveling, or is personally not comfortable with traveling, the client assumes responsibility. In this case, if High Vibe Escapes makes the decision to move forward with the retreat, then the client will need to make a claim with their travel insurance provider. With the international nature of High Vibe Escapes' clients, it is extremely difficult to provide a comprehensively flexible policy that would cover everyone worldwide. It is for this reason we encourage the client to secure travel insurance that covers the aforementioned issues and make a claim with their provider if such an unfortunate situation is experienced.

## ROOM CONFIGURATIONS

Room configurations depend on the trip location and are outlined in your individual reservation purchase. Although we endeavor to meet your requests when placing you with a fellow guest, group diversity does not always accommodate for this. Due to limited availability, room configurations are set prior to your arrival on a first-come, first-served basis. In the event that you book with a friend for shared accommodations, you will be guaranteed a room with that person if there is still a room available. If your friend cancels, we will do our best to pair you with a compatible roommate or offer you the choice to upgrade to a single room. In the event that you have requested shared accommodations with one of our other guests, we will attempt to pair you

up with a compatible roommate. Shared room requests are subject to availability. Availability depends on trip location, time of booking, accuracy of trip applications, and demand from other interested parties. In the event we do not have another interested party for a shared room, you will have the option to upgrade to an individual room at your cost. If you plan to book shared room accommodations, it is best to book and pay for both parties at time of booking to ensure you are rooming with your designated friend/guest. To ensure a smooth reservation, please contact us at [wendykatz33@gmail.com](mailto:wendykatz33@gmail.com) to confirm that we have received both parties' applications and deposits.

## TRIP ITINERARY AND INCLUSIONS

All trip package inclusions (i.e., activities, accommodations, etc.) are unique for each individual trip and location, and these are outlined on each trip's information page. Please read and approve before booking your trip.

Unless explicitly indicated otherwise, included transportation to or from the airport will only be included when travelers are arriving/departing from the airport on the first and last scheduled day of the trip to the airport advertised by High Vibe Escapes. Travelers seeking to come to a location early or stay late are responsible for their own transportation to/from the accommodation location.

## TRAVEL REQUIREMENTS & CONDITIONS

Please ensure that you have all the relevant travel documentation for your trip location and that you arrive at the airport on time. High Vibe Escapes is not responsible if you lack the required documentation for your flight or for entry into another country (valid passport for the entire duration of the trip and return travel, visa, entry fee, etc.). However, if you are unsure of your requirements and need help, you are welcome to contact us at [wendykatz33@gmail.com](mailto:wendykatz33@gmail.com) for assistance. High Vibe Escapes cannot accept responsibility for delay or cancellation of any flights, train, buses or other forms of transport.

# ADDITIONAL POLICIES

Your trip accommodations include lodging in villas, resorts, or other fine private establishments. All guests are required to follow the applicable location's policies. These may include noise restriction, public access, care of property, privacy, consideration of other resort guests, and more. You will be made aware of these policies prior to or upon your arrival.

# PARTICIPATION IN ACTIVITIES

Each High Vibe Escapes trip will include a multitude of activities that are prepaid and reserved for our participants. This may include yoga, fitness classes, coaching sessions, water-sports, hikes, and many other activities and attractions. All guests are encouraged to attend all included activities, but this is not a requirement. However, there are no refunds in the event that a guest declines to participate in any given activity.

Furthermore, High Vibe Escapes staff reserve the right to deny guests participation in portions/activities of a trip that, in their sole discretion, is deemed too physically demanding, or they otherwise feel the experience of the group would be hindered (e.g. due to a physical deficiency, injury, medical issue, weight issue, etc.). In such cases, High Vibe Escapes shall make good faith efforts to provide alternative activities of comparable monetary value whenever possible, but under no circumstances shall any refund be provided to guests prohibited from participating under this section.

# RESPONSIBILITY OF VALUABLES

Upon check-in, all valuable items may be placed in your room safe (if available) or in another secure location. High Vibe Escapes is not liable for any breakage, loss or theft of personal items. Please limit your valuables, as traveling with such valuables will be solely your responsibility.

# PERSONAL SAFETY AND INSURANCE

High Vibe Escapes recommends that you obtain cancellation, travel and medical insurance prior to attending any of our trips. Prior to participating in any activities or using any facilities, it is your responsibility to ensure that you are medically and physically fit and able. If you have any injuries or illnesses, please seek doctor's advice prior to attending. High Vibe Escapes is not liable for any injuries or sickness due to use of our facilities or participation in activities or during travel to and from the trip. Any injuries or medical conditions are completely your sole responsibility.

By sending a deposit toward your trip and returning your signed [Waiver and Release of Liability](#), you certify that you do not have any physical condition or disability that would create a hazard for you or other participants during the trip. In other words, you certify that you are healthy and fit for any activities scheduled on the trip and in which you plan to participate. Furthermore, it is required that you have the proper personal and health insurance to cover your needs while present during a trip, in case of any loss of property, illness, injury or death.

## COPYRIGHT & WAIVER OF MEDIA RIGHTS

We are committed to creating special memories for you during your trip, and that includes having an on-site photographer and/or videographer to capture as many special moments as possible. If you are not comfortable having your picture taken, please let us know in advance. Otherwise you authorize High Vibe Escapes to use any and all photos taken during the trip for Social Media and Marketing purposes.

A selection of photos and videos captured during High Vibe Escapes Retreats will be shared with participants for their personal use. The material may not be modified, copied or used in any other way without first obtaining written permission from High Vibe Escapes.

High Vibe Escapes retains all copyright license rights and sole exclusive ownership of the information, photographs, videos and material displayed on its website.

## LIABILITY FOR FAILURES BEYOND HIGH VIBE ESCAPES CONTROL

High Vibe Escapes shall not be liable for any failures beyond its control. This covers natural disasters, war, 'acts of God', closure of airports, travel bans issued by any government authority due to public health situations including disease outbreaks of any kind, civil strife, accidents or failure to perform by third parties, including suppliers and subcontractors.

## PRIVACY POLICY

We respect your privacy. That's why we drafted a full privacy policy that can be found [here](#).

## ACCEPTANCE OF THESE TERMS AND CONDITIONS

By making a booking with High Vibes Escapes for a trip, you accept on your behalf and all those named on the booking to be bound by these Terms and Conditions, including the general release of liability and the assumption of risk, described below.

## RELEASE OF LIABILITY

You hereby release and discharge The Souls Nest, LLC, d/b/a High Vibe Escapes, an Arizona limited liability corporation, its shareholders, directors, officers, agents and employees, from and against any and all liability, loss, cost, expense or damage arising, directly or indirectly, from the trip, including your participation in trip activities.

## ASSUMPTION OF RISK

You acknowledge that you have voluntarily applied for a trip with The Souls Nest, LLC, d/b/a High Vibe Escapes, an Arizona limited liability corporation. You understand that you may be traveling to a foreign country and that you may participate in various activities. You are prepared to assume the risks associated with this trip, including: forces of nature, terrorism, civil unrest, war, accidents, global emergency health concerns/situations, personal injury and similar circumstances. You also assume risks associated with illness, disease, physical exertion and alcohol consumption, knowing



that access to suitable medical support may be delayed. You hereby agree to take full responsibility for your own actions, safety and welfare, including unanticipated events, injury, illness, emotional trauma or death.