



# Orassy Ultimate Health

## Liability Waiver and Contract for Tours and Retreats

Orassy Quantum Spa Ltd trading as 'Orassy Ultimate Health' organises specific tours and retreats offering experiences that are life transforming with the intention that all parties will benefit.

Course name, date and location:

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To achieve this aim, we agree as follows:

### **i. DESCRIPTION OF SERVICES**

Orassy Ultimate Health specialises in organising spiritual tours and retreats to many locations all over the world for Zen Essence Yoga, Tantric Self-Healing Practices, Meditation, excursions and all around transformative travel (hereinafter, 'programme'). In this capacity, the services we render are limited to facilitating all activities while in the country concerned. The shared accommodation package may or may not include a bed share. Any meals provided as part of this service are done so at the discretion of Orassy Ultimate Health and does not include alcoholic drinks. Airport transfers are included within reasonable and agreed circumstances and at the discretion of Orassy Ultimate Health. The course runs from the morning of the start date until the morning of the end date. Some of these activities are arranged through third parties who are neither our agents nor affiliated with Orassy Ultimate Health in any manner.

### **ii. PAYMENT**

I agree to pay Orassy Ultimate Health a non-refundable deposit for the course or retreat programme. I understand that the remaining payment of the full amount is due at least forty five (45) days prior to the departure date.

### **iii. CANCELLATION**

Orassy Ultimate Health offers refunds through PayPal. In place of a refund, you may also transfer your credit from a cancelled programme to any other course within 6 months from your cancellation upon approval of the directors. All cancellations must be received in writing sent via e-mail. Deposits are non-refundable. If you cancel at least ninety (90) days prior to the departure date of the programme and you have already paid in full, you will be reimbursed the cost of the program less the deposit. If you cancel between seventy-five (75) days and thirty-one (31) days prior to the departure date of the programme, you will receive 50% of the cost of the program less the deposit. If you cancel less than thirty (30) days prior to the departure date of the programme, no refund will be granted. Partial refunds for late arrivals or early departures are not granted. Partial refunds for any services not used while on a programme are also not granted. Orassy Ultimate Health is not responsible for expenses incurred in preparation for tours or retreats by a traveller that cancels, including but not limited to airline tickets, vaccinations, and visa fees, or for costs incurred due to travel delays, flight cancellation or illness. If you decide to transfer your trip to another person, it must be approved by the

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direction and you are responsible for any transport tickets that have been pre-purchased. Refunds will be processed within 45 days of receipt of your written request.

#### **iv UNUSED SERVICES**

No refund or compensation is payable by Orassy Ultimate Health for any unused accommodation, meals, retreats, services, transportation or features provided during the program. Clients who do not complete a programme for any reason whatsoever, cannot be refunded for a portion or the remainder of the journey.

#### **v FOREIGN TRAVEL WAIVER**

I acknowledge that travel to foreign countries may involve many risks not known to me or to Orassy Ultimate Health, its operators, employees, independent contractors, agents, or anyone else attending a Programme. These risks may not be reasonably foreseen at present or at the time of the programme in which I participate, and may not normally be associated with travel. I knowingly and voluntarily agree to assume any and all risks associated with such travel.

#### **vi ASSUMPTION OF RISK**

I am aware of and hereby acknowledge the inherent risks associated with Programme activities including but not limited to, the risks associated with yoga, swimming, hiking and any adventures (see itinerary). I am aware of the risks of injury, unlikely fatality and property damage that may result from, among other causes, the acts or omissions of Orassy Ultimate Health and its operators, employees, independent contractors, and/or agents. I further assume all risks associated with my participation in the travel programme including without limitation, the risk of negligent or intentional acts or omissions by other participants or third parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Programme.

#### **vii RELEASE OF LIABILITY**

In exchange for the deposit (included in the total payment amount referenced in paragraph II, above), I voluntarily waive and release on behalf of myself, my heirs and my estate, all claims of whatever nature against Orassy Ultimate Health. This includes but is not limited to claims of any injury, loss, damage, accident, delay, irregularity or expense caused by strikes, war, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any ship, airline, railroad, bus company, hotel, restaurant, school or university, firm, agency or individual, or for any other cause whatsoever arising out of, resulting from or in connection with the above-referred Programme.

#### **viii INDEMNIFICATION AND HOLD HARMLESS**

It is expressly understood and agreed that Orassy Ultimate Health is not providing personal chaperones or supervision with respect to this programme and that I am responsible for my individual conduct, health and safety at all times. I agree to defend, indemnify and hold harmless Orassy Ultimate Health and its operators, employees, independent contractors and/or agents for any and all demands, costs, losses, expenses, claims, recoveries, judgements and liabilities (including attorney's fees) of any nature arising out of or in consequence of, my acts, words, conduct, etc. in any way connected with my participation in the programme including, but not limited to damage to property or any injuries sustained by any person(s).

#### **ix MODIFICATION OF PROGRAMME**

I understand that the remoteness of the destination, local custom and/or prevailing weather conditions may cause minor inconvenience or modification to portions of the programme. Orassy Ultimate Health

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reserves the right to modify and/or cancel any tour arrangements due to unfavourable weather conditions or other reasonable circumstances.

**x TRAVEL DOCUMENTS**

I understand that it is my responsibility to ensure that all necessary travel documents such as passports (at least six (6) months prior to expiration date) and visas are obtained and are valid. This includes the organising of any appropriate worldwide personal health or travel insurance.

**xi REPRESENTATION OF GOOD HEALTH**

I confirm that I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in this programme, and I have not been advised otherwise by a medical practitioner. I acknowledge that Orassy Ultimate Health is in no way responsible for any costs related to my medical care.

**xii KNOWING AND VOLUNTARY EXECUTION**

I acknowledge that I have carefully read this contract, understand its contents, and accept that this contract includes a release of liability and an assumption of the risk. I acknowledge that Orassy Ultimate Health is materially relying on this waiver and is allowing me to engage in activities including but not limited to swimming, hiking, yoga, etc.

**xiii USE OF PICTURES AND VIDEOS**

Orassy Ultimate Health may use any pictures or videos taken of participants during the programme. This includes digital images which may be posted on our website.

**xiv DISCLOSURE OF PERTINENT INFORMATION**

It is essential that any pertinent information, including any social, emotional or physical problems that might limit your active participation in Orassy Ultimate Health's programmes be discussed with the directors prior to acceptance and attendance in a programme. We want this to be a successful experience for the participant and Orassy Ultimate Health.

**xv. COPYRIGHT**

I acknowledge that any recording, written material or training material included as part of this programme and all rights (including Intellectual Property Rights) are the sole property of Orassy Ultimate Health Ltd or others from whom such rights may be derived (whether or not protected by trademark and copyright laws) and are for the use of Orassy Ultimate Health Ltd and its employees and may not be used without obtaining prior written permission. As a participant, I agree to NOT record this workshop or duplicate any materials or any part thereof. I also acknowledge that from time to time Orassy Ultimate Health Ltd events are filmed or recorded for sales, marketing, promotional or quality control purposes. By attending an event, I consent to being filmed for the duration of the event and agree that Orassy Ultimate Health Ltd shall retain all Intellectual Property Rights arising from any resulting media.

I hereby declare that I have read and understood all sections of the Terms and Conditions and that I agree to these terms.

**Signed (Full Name):** \_\_\_\_\_

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

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

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