# Retreat Terms & Conditions

BY SIGNING UP FOR A RETREAT HOSTED BY Shibani Sahni and Umana Noordeen. (Eka by Shibani and Reset with Umana), you AGREE TO THE FOLLOWING:

### 1. Definitions

- (a) "Activities" include all activities at a Retreat and shall include, without limitation, speed boat ride, bicycle riding, paddle boarding, hiking, running or riding, swimming or exercising in pools or oceans, surfing, snorkelling, fishing, stand up paddle boarding, rope courses, zip lines, yoga, excursions, transportation in Released (defined below) or other vehicles, training, classes, instruction, travelling to and from a Retreat and all other activities associated with one or more Retreats.
- (b) "Risks" shall include, without limitation, vehicular traffic, road and trail conditions, health and environmental conditions (including without limitation disease, infection and animals), weather, equipment failure, driver error, rider error, participant error, food provided, facilities, actions of other people, and the actions, negligence and carelessness of the Released (as defined below).
- (c) "Released" shall include Reset with Umana, its officers, directors, employees, contractors and agents, volunteers, the owners or operators of any Retreat facilities or equipment provided and the sponsors of Reset with Umana or the Retreats.

## 2. Booking

In the application form, you will be asked to select a payment option. Once you submit, you will receive an email within 24hrs with the payment information. Once you have made the payment for the first installment of the payment plan, you have officially reserved a spot. You will be required to complete full payment before attending the retreat. Your booking is not considered definite and no contract will exist until we receive the initial deposit/ payment from you and you agree to these terms and conditions.

## 3. Retreats Liability

We accepts responsibility for ensuring that the Retreats are supplied as described and that the services we are contractually obliged to provide are to a reasonable standard.

# 4. Payment

The price is the exact amount to be received in US Dollars or Indian Rupees

# **5. Your Travel Arrangements**

All travel arrangements/from the retreat are your responsibility and at your own cost. We shall not be held liable for any consequences arising from delays or cancellations in any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the Retreat are at your own cost, unless otherwise specified.

#### 6. Travel Insurance

We hold no responsibility for illness, injury, death or loss or damage to personal belongings at any time (as per the liability waivers herein), nor will any compensation be issued in such case. Travel insurance is hence recommended.

# 6. Certification, Acknowledgements and Assumption of Risk

- (a) Retreats and workshops are to be used for educational and self-development purposes only, and are not a supplement to professional long term treatments (mental, physical or emotional).
- (b) You recognize that Retreats require emotional, physical, and mental efforts, exertion, and behavioural experimentation, on your part, which may cause physical, mental, or emotional injury. You fully acknowledge and take full responsibility for all the risks involved. The hosts will be there to assist you to deal / cope with the outcome while you are at the retreat site, for the duration of the retreat. The hosts take no responsibility of your emotional injuries in the long-term or once the retreat is over.
- (c) You assume responsibility for getting all necessary treatments, vaccinations, and any other medical preparation required for the participation in the Retreat and the

travel that it requires. Please bring along / carry with you any medicines that you might need during the duration of the retreat.

- (d) It is your responsibility to let us know if you have any physical, emotional or mental injuries and to be mindful at all times of your own physical and mental health during the Retreat. If you experience any injury or discomfort during any activity conducted at the Retreat, then you must desist immediately. DO SHARE with us your concerns and curiosity that you have regarding any aspect of the retreat / any activity that you might be participating in.
- (e) Please advise us of any mental or physical health conditions and dietary requirements before you book. If you have health conditions and dietary requirements that may be affected by the activities offered on our Retreats we reserve the right to advise you to desist and in the interests of your wellbeing, or others, we may decline your stay at our Retreats.
- (f) You hereby certify that you are physically fit, have trained sufficiently for participation in the Retreat and have not been advised otherwise by a qualified medical person. You hereby assume all risks of participation in the Activities and the Retreat, including without limitation all Risks, whether such Risks are caused (a) by the negligence or carelessness of, or (b) from dangerous or defective equipment or property owned or provided in any way. You acknowledge that the Retreat is a test of one's physical and mental limits and carries with it the potential for injury, property loss, and even death.

#### 7. Disasters

You acknowledge that events and occurrences can occur beyond the control of Reset Retreats with Umana or the Released that may impact the Retreat and / or you. These events and occurrences include, without limitation, fire, wind, hail, snow, hurricanes, tornadoes, severe rain, flooding, tsunami, smoke, earthquakes, landslides, acts of war, acts of governments, terrorist acts, epidemics, pandemics, and loss of electricity and or other utilities (collectively, "Disasters.") What constitutes a Disaster shall be determined by Reset Retreats with Umana in its sole discretion. You further acknowledge and agree that Reset Retreats with Umana and the Released shall not be responsible for any injury, loss, damage or expense associated with a Disaster.

### 8. Cancellation made by you

- (a) The Retreat application fee is non-refundable under any circumstances.
- (b) If you choose to cancel your Retreat attendance, then 25% of the total investment is non-refundable under any circumstances. If the cancellation is made at

least 30 days before the start of the Retreat, those paid in full will be eligible for 50% refund. This will not apply to those paying in instalments.

If cancellation is made less than 30 days before the start of the Retreat, then we will retain the entire amount with no exceptions.

(e) Bookings are for the stated period of the Retreat. There are no refunds for an unused portion of the Retreat. If the reason for cancellation is covered under the terms of your insurance policy, you may be able to make a claim on your insurance.

# 9. Cancellation made by Reset with Umana or Eka by Shibani

We reserve the right in any circumstances to cancel a retreat. If the cancellation is initiated by Reset with Umana or EKA by Shibani, then we will refund your full Retreat cost.

# 10. Right to Refuse

We reserve the right to dismiss or refuse entry to any session or the Retreat at any time with no refund being issued, in the event of breach of any of these terms and conditions or disruptive behaviour.

### 11. Personal Property

You acknowledge and agree that you are responsible for your own equipment and all personal property during the Retreat and that the Released are not responsible in any way for such property whether it is lost, stolen or damaged.

### 12. Complaints

If you have a problem during your Retreat, please inform the organisers immediately and he/she will endeavour to put things right. Please note that we cannot be responsible for the individual behaviour of any group member or other guest sharing your accommodation.

# 13. Privacy Policy

We do not share customer details with any third parties. Any personal information that you provide to us will be used only for the service you requested. This information is used only for administration of the site system and in the compilation of statistics used

by us to assess the use of the site. This privacy policy does not cover the links within <a href="https://resetwithumana.com/">https://resetwithumana.com/</a> and <a href="https://ekatherapy.com/">https://ekatherapy.com/</a> linking to other sites.

# 14. Photography and Videography

You understand that during a Retreat you may be photographed, videotaped and / or your words may be recorded. You authorize and allow Reset with Umana, EKA by Shibani and its sponsors to use such images, words and likenesses for marketing, on social media, on websites, in brochures, or in other writings for any legitimate purpose.

# 15. Waiver, Release and Agreement Not to Sue

You, your executors, administrators, heirs, successors and assigns, hereby fully release, waive any claims you or they may have against the Released, discharge and agree not to sue the Released or each of them from any and all liability to you or your executors, administrators, heirs, successors and assigns for any and all damage, injury or death while at, participating in, while en route to or from a Retreat or while participating in the Retreat or any Activities, whether caused by negligence or carelessness of the Released or otherwise.

#### 16. Indemnification and Hold Harmless

You hereby agree to indemnify and hold harmless the Released and each of them from any loss, liability or damage, including reasonable attorney's fees incurred in any suit, demand or legal action arising out of any alleged injury, damage or death resulting from engaging in any Activities or participation in any Retreat, whether such injury, damage or death is alleged to or did result from the negligence or carelessness of any person.

# 17. Amendments by Reset with Umana or EKA by Shibani

Occasionally, changes may have to be made (e.g., structure, activities, workshops, guest speakers, etc) to the Retreats which we reserve the right to do at any time. If something has to be changed, we will do our utmost to provide an experience of a similar rating. If a significant change becomes necessary, we will inform you at the earliest possible date.

# 18. Interpretation and Governing Law

This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under the laws of the Maldives. If any provision of this document shall be held as invalid it is agreed that the remaining provisions shall continue to be in full force and effect. This document shall be governed by the laws of the Maldives and the courts of the Maldives have exclusive jurisdiction to adjudicate on any and all matters arising out of this document.