



MAJESTIC KERALA PARTICIPANT AGREEMENT

This Trip Participant Agreement (this "Agreement") is dated **September 15th 2020** between Yoga Talk Retreats, and _____ ("PARTICIPANT").

In consideration for PARTICIPANT paying Yoga Talk Retreats a deposit and all fees owed in connection with the trip referenced in this Agreement (**Majestic Kerala 2020**), Yoga Talk Retreats will lead PARTICIPANT and group in a tour of India including Delhi, Jaipur, Agra and Rishikesh. The dates of the Trip are from **March 9th 2020 through March 21st 2020** (the "Trip Dates").

Yoga Talk Retreats is responsible for arranging all lodging from the night of **March 9th, 2020 through the morning of March 21st, 2020**, all transportation and entrance fees on group activities as mentioned in our Detailed Itinerary (attached hereto as "EXHIBIT A"). PARTICIPANT is solely responsible for anything not mentioned in EXHIBIT A. During the Trip Dates, Yoga Talk Retreats is responsible for providing daily breakfast, lunch and dinner at no additional charge. Other meals and meals offsite are at PARTICIPANTS own expense. During the Trip Dates, Yoga Talk Retreats is also responsible for arranging, supervising all group activities, and is not responsible for arranging, supervising or guiding any other events or activities not mentioned in EXHIBIT A, such as side trips. Yoga Talk Retreats is not responsible for PARTICIPANT's medical or dental costs, insurance, equipment for any other activities, or any other costs not mentioned in this paragraph.

Yoga Talk Retreats reserves the right to cancel the Trip for acts of God, detention annoyance, terrorism, thefts, pilferage, force majeure, civil disturbances, war, government restrictions or regulations, strikes, delays and expenses arising from quarantine, failure of any means of conveyance to arrive or depart as scheduled, discrepancies or changes in transit or hotel services over which Yoga Talk Retreats has no control or any other circumstances beyond its control.

Yoga Talk Retreats also reserves the right to cancel the Trip if guest participation is inadequate to make the Trip economically feasible for Yoga Talk Retreats to operate. If Yoga Talk Retreats cancels the trip, Yoga Talk Retreats will give PARTICIPANT a full refund for any amounts paid to Yoga Talk Retreats for the Trip, including any deposits. However, Yoga Talk Retreats is not responsible for additional expenses incurred by PARTICIPANT in preparing for the Trip (e.g., non-refundable air tickets, visa fees if applicable, loss of time expended in planning the Trip or medical expenses), or any foreseeable or consequential damages as a result of cancellation. PARTICIPANT hereby waives the right to bring a claim against Yoga Talk Retreats for cancellation and assumes the risk of cancellation.

PARTICIPANT has carefully considered his/her ability to attend the Trip. PARTICIPANT understands that as soon as PARTICIPANT's payment is made, Yoga Talk Retreats will use the payment to secure travel, lodging, selected meals, supervision and incidental expenses to arrange the Trip for PARTICIPANT. Accordingly, the payment is non-refundable after the **1st January 2020**, and PARTICIPANT hereby waives any right to a refund of the payment. If PARTICIPANT must cancel the Trip for health reasons provable by medical certificate, Yoga Talk Retreats will use commercially reasonable efforts to secure a replacement for PARTICIPANT. If Yoga Talk Retreats secures a replacement for PARTICIPANT then Yoga Talk Retreats may issue a partial refund of the deposit and any other amounts paid to Yoga Talk Retreats, in an amount determined by Yoga Talk Retreats in its sole discretion. For these reasons, Yoga Talk Retreats recommends that PARTICIPANT obtain travel insurance.

PARTICIPANT acknowledges that Yoga Talk Retreats cannot ascertain all possible risks associated with the Trip and travel to a foreign nation which may not have the infrastructure, security, medical facilities, hygiene, and legal system of the United States. PARTICIPANT has been advised that some of the health risks or dangers may include: wild animals, negligent drivers, faulty equipment, unsafe food, contaminated water supplies, theft, living conditions that may not be as secure as those in the United States and inadequate medical facilities. PARTICIPANT is fully responsible to independently research all of the risks of the Trip.

PARTICIPANT confirms being mentally and physically fit and fully able to participate in the Trip. PARTICIPANT has consulted with a licensed doctor, disclosed all known disabilities and infirmities, and has been medically approved to attend the Trip and participate in all anticipated activities. PARTICIPANT has truthfully disclosed to Yoga Talk Retreats in writing all known medical conditions, illnesses and injuries that bear upon fitness to travel and participate in all of the activities on the Trip. PARTICIPANT understands that disclosure of these conditions is essential to not only the health and safety of PARTICIPANT but everyone else in the group. Failure to disclose any relevant conditions on PARTICIPANT'S tour application bearing upon fitness to attend the Trip shall constitute a waiver of any injury or damage on the Trip and shall subject PARTICIPANT to liability for any damages suffered by Yoga Talk Retreats, or any third party, that were proximately caused as a result of PARTICIPANT'S failure to disclose such conditions.

PARTICIPANT acknowledges the possibility of personal injury, emotional trauma, detention, illness, unanticipated events, death, economic loss or damage to property. PARTICIPANT is aware that medical services or facilities, including emergency medical care and transportation, might not be available while he/she is participating in the Trip. PARTICIPANT also consents to and authorizes Yoga Talk Retreats to obtain all emergency medical or dental care for PARTICIPANT that is prescribed by a duly licensed physician, osteopath or dentist. This care may be given under whatever conditions are necessary to preserve the life, limb, or well being of PARTICIPANT.

In consideration of being permitted to participate in the Trip, PARTICIPANT agrees to assume all risks of illness, injury, property loss, or death, including without limitation the risks, dangers and hazards of the Trip discussed above, and agrees not to sue and to release from liability and indemnify Yoga Talk Retreats and its shareholders, officers, directors, employees, agents, and other persons or entities involved with the Trip (collectively, the "Releasees"), from all actions, claims, demands, suits, losses, liabilities, charges, expenses (including, without limitation attorneys' fees), and costs of any nature whatsoever which may arise out of, relate to, or result from PARTICIPANT'S participation in the Trip, except such as may arise out of the gross negligence or intentional torts of the Releasees.

PARTICIPANT grants Yoga Talk Retreats the absolute right to copyright, re-use, publish and republish by any medium, including electronically, any photos of PARTICIPANT or in which PARTICIPANT may be included, that may be taken while participating in any activity on the Trip.

ARBITRATION. PARTICIPANT agrees that any and all controversies, claims or disputes arising out of or relating to this Agreement shall be submitted to final and binding arbitration, to be held in Los Angeles County, California in accordance with the procedures required under California and federal law, and shall be initiated and conducted according to the Arbitration Rules and Procedures implemented by the American Arbitration Association.

The terms of this Agreement shall serve as a release and assumption of risk binding on PARTICIPANT'S heirs, executor, administrator and all members of PARTICIPANT'S family, including any minors accompanying PARTICIPANT. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard for its conflict of laws rules. In the event that any provision herein is unenforceable, the balance of this Agreement shall remain enforceable. This Agreement constitutes the entire agreement between the parties. No oral agreements or understandings not contained herein are binding on the parties. Any changes to this Agreement must be made in writing and signed by all parties, and any amendment must reference this Agreement and the intent to amend this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND IT IS A RELEASE OF LIABILITY AND REQUIRES ME TO INDEMNIFY THE RELEASEES. I FREELY AND VOLUNTARILY AGREE TO BE BOUND BE EACH AND EVERY PROVISION OF THIS AGREEMENT. IF I AM SIGNING ON BEHALF OF A MINOR, IN ADDITION TO THE ABOVE, I ALSO AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FOR ANY CLAIMS OF THE MINOR. I AGREE TO BE RESPONSIBLE FOR ANY MEDICAL EXPENSES INCURRED BY THE MINOR.

<p>PARTICIPANT</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>Dated: _____,</p> <p>EMERGENCY CONTACT INFO</p> <p>Name: _____</p> <p>Relationship: _____</p> <p>Phone Number: _____</p> <p>Agreed to and Accepted by:</p> <p>Yoga Talk Retreats Destination India 2020</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____,</p>	<p>Do have any medical condition that we may need to know about?</p> <p style="text-align: center;">YES NO</p> <p>List any medication you are currently taking?</p> <p style="text-align: center;">YES NO</p> <p>If yes, please explain: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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EMAIL THIS FORM BY January 10th 2020 TO, ATTN: Sharon Clerkin
email to Sharon@yogatalkretreats.com

EXHIBIT A

Travel itinerary:

Duration: 12 Nights, 13 Days

Day 1, Arrive in Kochi

Please plan to arrive anytime on day one to Cochin International airport (COK) where Balwan and his team will meet you at the airport and escort you to your hotel, the Radisson Blu for a 2-night stay.

Dinner will be at the Radisson Blu Hotel.

Day 1: Kochi/Cochin Arrival

Plan to arrive any time on March 9th at Cochin International Airport. Airport code: COK. Welcome to Kerala. Upon arrival at Cochin airport, you are greeted by YogaTalk representative. The airport is located at Nedumbassery, about 25 kilometres northeast of the city. You will be transferred to your pre-booked hotel for two nights stay in Kochi.

Day 2: Day in Kochi

After a cheerful breakfast, enjoy a city tour and explore the many fascinating highlights of Kochi covering – The Jewish Synagogue, St. Francis Church the oldest European Church in India, the Santa Cruz Basilica built in 1557 by the Portuguese and the Spice market. Follow the footprints left centuries ago by the Dutch, Portuguese, British, Arab and Chinese and soak up the cultural atmosphere as you stroll along the quaint narrow lanes of Fort Cochin to visit the Dutch Palace, St Francis Church and India's oldest Jewish Synagogue.

Later, head to the harbor where local fishermen use the old Chinese fishing nets introduced and erected centuries ago. Chinese fishing nets (Cheena vala) are fishing nets that are fixed to the land for fishing.

Later in the evening witness the Kathakali Dance Performance, a unique dance which has a 2000 years old history with more than 100 different 'mudras' or gesture depicting deities, demons, heroes, heroines and kings – each based on episodes from the Mahabharata and Ramayana, the two epic Indian myths.

Day 3: Kochi – Munnar (130 Kms / 3 ½ Hrs)

After breakfast, embark on your scenic drive to Munnar through the beautiful countryside, upon arrival check into your hotel for 02 nights stay. Munnar is a beautiful hill station situated 1,600 meters above sea level. You can stroll around and enjoy the peace and freshness of mountain air along with its breathtaking beauty.

Explore the sprawling tea plantations, pristine valleys and mountains, exotic species of flora and fauna in its wild sanctuaries and forests and enjoy the aroma of spice-scented cool air.

Explore and tour through the tea plantations and pristine valleys and mountains, exotic species of flora and fauna in its wild sanctuaries and forests. Enjoy the aroma of spice-scented cool air. Munnar, is one of the

most naturally gorgeous hill-stations in South India. The word of “Munnar” means three rivers. 3 mountain streams Madurapuzha, Nallathanni and Kundala are joining together here. The previous, mainly in Devikulam Taluk of Idukki district, Munnar is usually known as the Kanan Devan hills or the High Ranges. The natural beauty, calmness and mild cold climate throughout the year makes it a pleasant place to stay for both Indians and foreigners.

Day 4 : Day in Munnar

After the breakfast, enjoy a city tour of this beautiful town visiting Mattupetty lake and dam, a very beautiful picnic spot, enjoy the tranquil atmosphere. You can enjoy boating in the lake (optional) and view the Mountains and landscapes from a far. Also visit Eravikulam National Park, a natural habitat of the rare mountain goat – Nilgiri Tahr and home of Aniamundi (2695m) the highest peak of South India.

Evening visit the Tea Plantation and the Tea Museum, one can satisfy their curiosity on the different stages of tea processing and also learn about the production of black tea. Munnar is famous for its emerald tea gardens. Sitting at the confluence of three rivers, its forested highlands are home to herds of wild elephant. We will visit the tea museum showcasing the work of British tea planters. You will experience the local workers clipping tea bushes and collecting the tea leaves.

Day 5 : Munnar –Thekkady/ Periyar (110 kms / 3 hrs)

Visit the rolling hills and tea cities of Munnar. After breakfast embark on a scenic drive through tea and spice plantations and blue hills to Thekkady which is also known as Periyar. Periyar sprawled over an area of 777 sq. kms and famous for its Periyar National park and the spice plantations.

Upon arrival check into your hotel for a night stay. Enjoy an afternoon cruise on the picturesque Periyar Lake at the heart of the Periyar Tiger Reserve, as the coolness comes in the evening many wildlife drink at the water edge. We will pass through the western ghats to explore an area of remarkable natural beauty. The Periyar National Park is a sanctuary for wildlife including the Indian elephant and tiger that congregate around the rolling rivers. Spend time exploring miles of tropical forest, huge dams and serene lakes. At night you can choose to take an optional martial art performance, the ancient Kalaripayattu that is said to be 3,000 years old.

In the evening enjoy visiting the Spice Plantations of cardamom, pepper, vanilla, nutmeg, clove etc. which are grown in and around Periyar.

Day 6 : Thekkady – Kumarakom (140 Kms / 4 ½ Hrs)

After breakfast, embark on your scenic drive to Kumarakom which is known as the rice bowl of Kerala. A cluster of tiny islets on the Vembanad Lake a famous back water of Kerala, Kumarakom is a picturesque village. An extremely eye-catching beauty of mangrove forests, pea green paddy meadows and coconut coppices intermingled with enthralling waterways and canals.

Upon arrival check into your hotel for overnight stay. Enjoy the rest of the day at your leisure including Lakeside Yoga and lakeside activities from your resort.

Day 7 : Kumarakom – Alleppey (Backwater Cruise)

Explore the Backwater Canals outside of Alleppey. After breakfast, check into a typical Kerala houseboat and enjoy your Backwater Cruise to Alleppey through the Vembanad Lake. Travel down the canals dotted with houses, paddy fields, coconut trees, market places and temples where the lush tropical scenery is interrupted only by close-up glimpses of traditional village-life. Enjoy the backwaters, scenery and different places in your Kerala Style House boats. In the houseboat you will be greeted with welcome drinks, tea, snacks, mineral water, lunch, dinner and breakfast. Your chef on houseboat will prepare delicious Kerala specialties on board. You'll see that Kerala is known for its cashew nuts, coir trade, rice, pepper crops & coconuts. Overnight stay in the houseboat.

Day 8 : Alleppey – Kovalam (185 Kms / 4 ½ Hrs)

After breakfast check out and embark on your drive towards Kovalam which is an internationally renowned beach with three adjacent crescent beaches. It has been a favorite haunt of tourists since 1930's. A massive rocky promontory on the beach has created a beautiful bay of calm waters ideal for sea bathing. Upon arrival check into your beach resort for the next 03 nights stay. The rest of the day is at your leisure to relax at the resort

Day 9 : Day in Kovalam

Find yourself on the lovely beaches of Kovalam. Kovalam, a world-renowned beach with three adjacent crescent beaches. Day of leisure, options at this beach are plenty and diverse. Sunbathing, swimming, herbal body toning massages, special cultural programs and catamaran cruising are some of them. Life on the beach begins late in the day and carries on well into the night.

The beach complex includes a string of budget cottages, Ayurvedic health resorts, convention facilities, shopping zones, swimming pools, Yoga and Ayurvedic massage centers.

Day 10 : Kovalam – Varkala (55 Kms / 1 ¼ Hrs)

After breakfast, embark on a short drive towards to Varkala – a small green town at a distance of nearly 50 km from Trivandrum. It is one of the major tourist spots in Kerala bordered by golden sands and blossoming green plantations, the beach has a lot to offer.

Upon arrival check into your beach resort for 02 nights stay. The rest of the day is at your leisure to relax or to enjoy Ayurveda massages, beach side Yoga etc.

Day 11 : Day in Varkala

Explore the sandy beaches of Varkala. Enjoy Ayurveda massages and yoga practice. Varkala beach is widely renowned for sunbathing, boat riding, swimming, adventure sports and Ayurvedic Treatments. The

beauty of dusk and dawn can be viewed easily from here and the place is peppered with flea markets and small shops.

Day 12 : Varkala – Kochi (175 Kms / 5 ½ Hrs)

Morning is at your leisure to relax or do your own activities. Later in the afternoon check out and embark on your drive towards to Kochi, upon arrival check into your Hotel in Kochi, close to airport for a last nights stay. Cochin sightseeing includes fort cochin, navy museum, St. Francis church, Chinese fishing net, Marian drive, Marine walk way, boating, Tripunitura hill palace.

Day 13 : Kochi-Departure

Today, you will be transferred to Kochi International airport to catch your flights home. YogaTalk representative will escort you to the Cochin International Airport with the best memories of this south India tour.

Payment & Cancellation Policy

Payment can be made by credit card or US dollars by check.

Double Sharing	\$2,900 USD
Single*	\$3,500 USD

Please note that all activities, hotels, meals and tours for **Destination India 2020** have to be paid in advance by YogaTalk Retreats. Our cancellation policy is as follow:

Before the 1 st January 2020:	You will receive a full refund, less a \$100 administrative fee
Before the 10 th January 2020:	You will receive a 50% refund of your payment
After the 10 th January 2020:	No refunds can be given.