

REGISTER!
Complete both forms to join the journey.

PERU: May 7-16, 2024



IN THE UPCOMING PAGES:

- 1) Read & sign the *Release of Liability & Assumptions of All Risks*
- 2) Complete the *Traveler Information Form*
- 3) Email or send both signed Forms to:
 - a. ChristineLilyKessler@gmail.com **OR**
 - b. Lily Kessler, 12695 Vanderhorst Street, Carmel, IN 46032
- 4) Payment:
 - a. Submit a deposit of \$600 or full amount via check or other means
 - b. 50% of remaining payment due before or by January 7, 2024
 - c. Final payment due before or by March 21, 2024
 - i. Exceptions apply if you register/pay-in-full after March 21, 2024
 - ii. **NOTE:** online payment options already include additional 3.5% charge fees
- 5) Lily will remain in contact with you regarding airline reservations.
 - a. Often travelers arrive early and/or leave later than trip dates.

RELEASE OF LIABILITY & ASSUMPTIONS OF ALL RISKS: TERMS & CONDITIONS

FINAL SIGNATURE & ADDITIONAL INFORMATION AT END

I agree that, in consideration for the services described below, I have voluntarily applied to participate in a Nourished Heart LLC (hereinafter “Nourished Heart”) pilgrimage, tour, workshop, trip, activity or program (hereinafter collectively referred to as “Program”). I am voluntarily participating in the Program with full knowledge that travel to foreign countries and the remote areas that may be visited by this Program involve numerous known and unknown risks and dangers including risk of illness, injury or death, which may be caused by and/or incurred at: forces of nature; civil unrest; terrorism; road conditions; hiking trails; hotels; vehicles; boats; or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude; accident; accident or illness in a remote place without medical facilities or without the adequacy of medical attention when provided; and acts or omissions on the part of Nourished Heart, Christine Lily Kessler, her employees, principals, assigns, contractors, subcontractors, agents, or other agencies.

Nourished Heart regretfully refuses to conduct Programs unless participants agree to bear all risks of property damage or personal injury.

I understand that this Program is not a treatment or therapy for any physical, mental or psychological problems of the undersigned and is offered for educational purposes only. I accept and take full responsibility for what I may learn and the feelings I may have that occur during and subsequent to the Program. I understand that the Program guides are not practicing any kind or type of medicine, therapy or counseling and that they are in no way responsible or liable for the results that I may receive from this Program.

RELEASE

As lawful consideration for, and as part of payment for the right to participate in the Program and the services arranged through Nourished Heart, I hereby agree that I, my heirs, legal representatives and/or any member of my family will not make a claim against or sue Nourished Heart, Christine Lily Kessler, or any of her affiliates, contractors, independent contractors, agents, and representatives for bodily injury, death, emotional trauma, property damage or any other losses and damages resulting from my participation in the Program, and will hold them harmless from any and all liability, action, cause of action, debts, negligence, claims, demands and damages of every kind or nature whatsoever, whether direct or indirect, contingent, consequential or otherwise, arising out of, relating to or which may be brought by myself or a third party in connection with my participation in the Program or any other activities arranged by, through, or with Nourished Heart.

Should I cause property damage or personal injury for which Nourished Heart or its affiliates somehow become liable, I will reimburse them for all their costs due to what I have done.

I give my permission to be photographed, videotaped, and audio taped and grant Nourished Heart all rights to reproduce these photos, videos, and/or audios for newsletters, brochures, marketing materials, new products, etc.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Nourished Heart, Christine Lily Kessler, or her agents be liable to any Program participant for more than the registration cost of the Program actually paid for. All registrations are subject to acceptance by Nourished Heart Yoga. Upon acceptance of the registration, this agreement shall be deemed to have been entered into and to be performed in Carmel, Indiana and shall be construed according to the laws of the State of Indiana. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the dispute shall be settle by binding arbitration through the American Arbitration Association within the jurisdiction of the State of Indiana. Should this arbitration provision be held unenforceable, I agree that any legal action shall exclusively be brought before the appropriate court within the jurisdiction of the State of Indiana.

GENERAL TERMS AND CONDITIONS

Reservations

All reservations are subject to availability. A deposit is required to confirm your reservation. A check or money order may be made for deposits and balance payments. Final payment is due when noted in the Program. If payments are not received when due, Nourished Heart reserves the right to cancel your reservation in which case cancellation charges will apply. All payments, signed release forms, and other required documents must be received prior to departure. We ask that persons come to our Programs for educational reasons, and not to seek healing of any kind. Persons with health or psychiatric problems may find some Programs physically and mentally trying and risky. We recommend that in case of doubt, a physician or mental health professional be consulted.

Costs

All prices are per person, double occupancy. Participants requesting single accommodations pay a supplemental single occupancy fee. Though we will do our best to support you in finding a roommate, you will be charged the single supplement if that is not possible.

Cancellations and Refunds

Due to the limited availability of space on our trips and the time required to process trip reservations, your deposit is **not** refundable/transferable, as is the norm with all trips. We **strongly** recommend purchasing travel insurance in order to protect yourself in case extenuating circumstances force you to cancel your trip. If you must cancel, all payments, **less** your non-refundable deposit, will be refunded in the following manner: If notice of cancellation is received before 70 days, 50% of the total Program is non refundable/transferable. If cancellation is received between 30-0 days, or in the case of no-shows, 100% of the total Program is non-refundable/transferable. At no time are refunds given for purchased airline tickets. If you must leave the Program early, no refunds are given.

Responsibilities

The responsibility of Nourished Heart and its affiliated companies is strictly limited. Nourished Heart organizes, promotes, and sells tour Programs and guiding services. Nourished Heart purchases and reserves travel services from various suppliers (collectively, "Suppliers"). Nourished Heart does not own or operate any of these Suppliers. The Suppliers providing travel services for Nourished Heart Programs are independent contractors and are not agents or employees of Nourished Heart. As such, Nourished Heart is not responsible for any negligent or willful act or failure to act of any Supplier or of any third party. Nourished Heart is not responsible for any purchases you make during your trip, whether that merchant is part of the scheduled itinerary or not. By utilizing the travel services of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither Nourished Heart nor any representative of Nourished Heart shall be liable.

Nourished Heart reserves the right to accept or reject any person as a participant at any time, and to make changes in the itinerary whenever deemed necessary for the comfort, convenience, and safety of our participants, and to cancel a Program at any time. In the event a Program is cancelled, Nourished Heart shall have no responsibility beyond the refund of monies paid to it by Program participants as listed. By registering, the participant agrees that neither Nourished Heart nor its affiliates shall be liable for any damages, loss or expense occasioned by any act or omission by any supplier providing services to any Program participant.

Services Included

Each Program has its own itinerary with included services. Nourished Heart is not responsible for any expense not listed as included in the tour package, that are indicated as 'optional or on your own', that are personal in nature or those arising from the delay or extension of the tour due to weather, political disputes, sickness, flight changes or cancellations, missed connections, or any other causes beyond our reasonable control. Optional travel insurance is HIGHLY recommended, yet we are not able to provide a recommendation.

Participant's Responsibilities

As a participant, you are responsible for determining if the Program is appropriate for your abilities and interests. You must determine whether you are in a satisfactory state of health, both physical and mental, to undertake the Program's itinerary. You must assess your physical, mental and emotional state and prepare appropriately in order to maximize your experience. Participants must follow normal, accepted social behavior and act respectfully towards other participants, agents and contractors, and the local people. It is important that you are ecologically aware and act in a manner that lessens your impact on the natural environments visited during the Program.

Medical

Visitors from the United States, regardless of vaccination status, can enter Morocco. All participants are encouraged to see a physician before their trip to review their health and receive advice on recommended medications, inoculations and/or precautions to take prior to departing your home country. Nourished Heart has neither expertise in medical issues nor responsibility regarding your medical needs.

Passports and Visas

All passports must be valid for six months *after* the completion of your trip, counted from the day of entry into Peru. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their trip, as Nourished Heart is not responsible for providing you with this information or documentation.

Air Arrangements

Nourished Heart is not responsible for national or international flight arrangements. However, some flights may have time restrictions to meet the itinerary. Please ensure timely passage so you can arrive before the start of the trip.

I have carefully read and fully understand the contents of this agreement as well as the conditions as stated under the heading "General Terms and Conditions" including those conditions regarding responsibility borne by Program participants and conditions regarding cancellations and refunds.

RETURN THIS PAGE TO LILY (1 of 2)

RELEASE OF LIABILITY & ASSUMPTIONS OF ALL RISKS
based on the provided information in the former pages

**Email or send to: Lily Kessler, 12695 Vanderhorst Street, Carmel, IN 46032 /
ChristineLilyKessler@gmail.com**

Date _____

Print Name _____

Signature _____

Address

Phone _____

RETURN THIS PAGE TO LILY (2 of 2)

TRAVELER INFORMATION FORM

Email or send to: Lily Kessler, 12695 Vanderhorst Street, Carmel, IN 46032 /
ChristineLilyKessler@gmail.com

Full Name, as on Passport _____

Address: _____

Phone () _____

Email: _____

PASSPORT INFORMATION

PP # _____

Date of Birth _____

Your Age _____ **Country of Issue** _____

Expiration Date _____

Medical Conditions _____

Dietary Restrictions _____

Medications _____

Allergies _____

EMERGENCY CONTACT INFORMATION

Contact Name _____ **Relationship** _____

Phone () _____

Email _____