Sanctuary of Power LLC Terms of Service Agreement

Effective as of 03/16/2025

This page contains the **Sanctuary of Power LLC** ("Sanctuary of Power", or "we"/ "us"/ "our") terms and conditions (the "Terms") for the yoga retreats we provide ("Retreats"). It is your responsibility to fully understand these Terms for our Retreats as set forth below.

You must be at least 18 years of age to make a Retreat booking.

Should you have questions regarding the Terms, we are available for consultation and would be happy to clarify any areas in advance of assenting to these Terms. If you have any questions regarding these Terms, please contact Sanctuary of Power via email at info@sanctuaryofpower.com.

BY CLICKING THE [ACCEPT] BUTTON, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS.

BY ACCEPTING THESE TERMS, YOU REPRESENT AND WARRANT THAT

- YOU HAVE READ AND UNDERSTAND THESE TERMS;
- YOU ARE OF LEGAL AGE AND OTHERWISE LEGALLY ABLE TO ENTER INTO THESE TERMS; AND
- YOUR ACCEPTANCE OF THESE TERMS VIA THE MEANS PROVIDED IS A LEGALLY VALID WAY TO INDICATE YOUR AGREEMENT UNDER APPLICABLE LAW AND CONSTITUTES YOUR ELECTRONIC SIGNATURE TO THESE TERMS.

IF YOU DO NOT AGREE TO THE TERMS, THEN DO NOT CLICK [ACCEPT] AND PROCEED NO FURTHER.

COPIES OF THESE TERMS ARE AVAILABLE FOR DOWNLOAD AND PRINTING BY USING CURRENT WEB BROWSER SOFTWARE AND GOING TO http://sanctuaryofpower.com/wp-content/uploads/2025/04/Retreat-Service-Agreement.pdf.

NOTICE OF BINDING ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS DESCRIBED IN THE SECTION TITLED "ARBITRATION" BELOW. PLEASE READ THE SECTION TITLED "ARBITRATION" CAREFULLY.

1. PAYMENT TERMS & CANCELLATIONS

Retreat Pricing. All prices are per person, set in advance of the Retreat start date, and final. We require a non-refundable deposit to reserve your space in a Retreat. You can find pricing and other payment details on www.sanctuaryofpower.com ("the website"). Prices include Retreat only; they do not include your transportation (such as airfare) to and from the Retreat,

ground transportation, meals outside of the Retreat location, or any other incidental costs. Resort gratuities are also not included in the Retreat price.

Retreat Payment. Full payment is due two weeks prior to the start of the Retreat or as otherwise specified on the website. If your payment is not made in full by that time, your booking is considered cancelled, and your deposit is forfeited. Payment can be made by debit or credit card. Payment methods are subject to change.

Payment Method Changes. If it is necessary to make changes to previously submitted payment types, please contact Sanctuary of Power at info@sanctuaryofpower.com. Please provide your name and the best way to contact you (phone or email). Do not submit credit card information over email.

Strict Cancellation Policy. If you wish to cancel your Retreat, please note we do not refund deposits or payments made towards the Retreat. However, you can find someone to take your place and handle financial arrangements with the new guest (similar to selling tickets for a regular event to a friend that will take your place). Please reach out to us for further details. Exceptions to our cancellation policy will not be made for ANY reason, including weather, natural disaster, terrorism, civil unrest, virus, health changes, personal emergencies or otherwise. There is no refund for arriving late or leaving a Retreat early. This is why trip insurance is SO important - you can purchase "cancel for any reason" trip insurance for full coverage (see below).

Events Outside Our Control. Sanctuary of Power will not be held responsible for any delay, additional expense or inconvenience that may be caused directly or indirectly by events outside of our control (e.g., late arrival/departure of flights, civil disturbance, fire, flood, cyclones, severe weather, acts of God, and acts of government, machinery or equipment failure, or cancellations for any reason). No refunds will be given for "no shows" or days not used resulting from the above.

Transfer Policy. You may not transfer your reservation from one Retreat to another.

Retreat Participation and Cancellations. We reserve the right to make any changes deemed necessary in our sole discretion; including, but not limited to the following: advertised excursions, arranged transportation, advertised meals, rooms, etc. If the designated trip leader is unable to lead the trip for any reason, Sanctuary of Power, in its discretion, will enlist another teacher of substantially similar qualifications to lead the Retreat. In the rare case of Sanctuary of Power cancelling the Retreat, Sanctuary of Power will offer a full refund of your payment. Sanctuary of Power is not responsible for any expenses or damages incurred as a result of Retreat cancellation, including without limitation preparation costs, airline tickets, travel documents or other expenses. Sanctuary of Power reserves the right to cancel any Retreat prior to departure in the event that there are too few people booked, in which case you will be given a full refund of any and all payments made to Sanctuary of Power for that Retreat. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damages (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

For the benefit of everyone on your Sanctuary of Power Retreat, Sanctuary of Power reserves the right to accept or reject any participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the Retreat, it may, without any obligation to pay a refund or any other amount whatsoever, expel such participant from the Retreat. Retreat participants can leave a Retreat at any time. Sanctuary of Power will carry no responsibility or liability for any participant who leaves the Retreat prior to its conclusion or for any activity undertaken by any participant which is not included on the Retreat itinerary.

2. TRIP INSURANCE & DOCUMENTS

Trip Insurance. Retreat participants are strongly advised to purchase individual trip insurance for international as well as national Retreats. Please contact us for more information or questions on purchasing travel insurance. Residents from outside the U.S. should check within your country for insurance coverage. Sanctuary of Power does not provide any travel insurance and is not responsible for coverage, payment, or reimbursement in connection with any travel insurance.

Travel Documents and Immunizations. It is the responsibility of each traveler to obtain all required travel documents, including passports and visas. It is your responsibility to purchase necessary immunizations. Please contact your nearest travel clinic for the latest requirements. Please contact us with any questions regarding required documents for a specific Retreat. Make sure your passport is up to date!

3. ROOMMATES

Retreat rates are per person. Double or otherwise advertised shared rooms require shared occupancy for the specified room rate. If you book a shared room without specified roommate(s), we will do our very best to match you with your desired room type and price point. In the event we can't find you a roommate for your first pick, we will present you with different rooming options.

4. ACKNOWLEDGEMENT AND WAIVER

You acknowledge that you have voluntarily enrolled to participate in this Sanctuary of Power Retreat. In consideration of Sanctuary of Power allowing you to participate in this Sanctuary of Power Retreat and as a condition to such participation, you will be asked to sign Sanctuary of Power's Release and Waiver of Liability.

5. LIABILITY AND INDEMNIFICATION

Disclaimer. THE RETREATS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SANCTUARY OF POWER DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO EVENT WILL SANCTUARY OF POWER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY OF THE FOLLOWING ARISING OUT OF OR IN

CONNECTION WITH ANY RETREAT OR THESE TERMS: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (B) ANY DAMAGES, LOSS OR LIABILITY IN EXCESS OF THE AMOUNT YOU PAID FOR THE RETREAT, OR IF NO AMOUNT WAS PAID, THEN US$50. THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE DAMAGES ARISE UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER MANNER, WHETHER THE DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT SANCTUARY OF POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnification. You recognize that there is risk involved in the types of activities offered. Therefore, you accept financial responsibility for any injury that you may cause to yourself or to any other participant due to your acts or omissions, including negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce these Terms, you agree to reimburse them for such fees and costs. You further agree to indemnify and hold harmless Sanctuary of Power and the Retreat facilities operators and hosting organizations, their principals, agents, employees, and volunteers from liability for any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal and accounting fees, that may arise from (a) your negligent or intentional act or omission while participating in the Retreat or Retreat-related activities; (b) your violation of these Terms; or (c) your violation of any third-party right in connection with the Retreat.

6. INTELLECTUAL PROPERTY AND PRIVACY

You understand and agree that all conversations in workshop or otherwise throughout the duration of Sanctuary of Power Retreat are to remain private. The sharing of sensitive information and intellectual property shall remain solely owned by the party who shares it. You understand that You are not to share anyone's personal information nor their intellectual property which includes but is not limited to published writing, in progress writing, and the sharing of ideas. You will respect the work of other writers both verbally and in the written word. The leaders of Sanctuary of Power reserve the right to ask any participant to leave a workshop should they exhibit disrespectful or harmful behavior to either teachers, staff, or other Retreat attendees. Sanctuary of Power reserves the right to decide in its sole discretion what is disrespectful. You agree that Sanctuary of Power is intended to be a safe space to share ideas and personal stories; therefore, you will respect the privacy of every teacher and participant.

7. USE OF YOUR NAME AND LIKENESS

Being able to share our clients' experiences is the best way to let the world know about Sanctuary of Power. We would love to be able to use your name and likeness to help publicize our business. You will be asked to sign a media consent and release so that we can use your name and likeness in our media; your consent to these uses is completely voluntary.

8. HEALTH ISSUES

Food Allergies. An environment free of allergens, including but not limited to food allergens, cannot be guaranteed on the Sanctuary of Power Retreat. Therefore, Sanctuary of Power and its facilities and host operators cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some

form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on the Sanctuary of Power Retreat.

Your Health. YOU ACKNOWLEDGE THAT SANCTUARY OF POWER DOES NOT OFFER MEDICAL ADVICE AND ITS INSTRUCTORS AND STAFF CANNOT GIVE ME MEDICAL ADVICE OR DIAGNOSIS. YOU UNDERSTAND THAT THE ACTIVITIES OFFERED ON THIS RETREAT ARE NOT A SUBSTITUTE FOR MEDICAL CARE, PHYSICALLY OR EMOTIONALLY. YOU UNDERSTAND THAT SANCTUARY OF POWER TEACHERS ARE NOT QUALIFIED TO TREAT PHYSICAL OR MENTAL ILLNESS. You voluntarily practice all suggestions and instructions, including those relating to the use of equipment, breath, postures, and other movements. You understand that physical exercise and transformative practices of any sort can be strenuous at times, and that such activity presents a risk of injury. You further understand that it is your responsibility to judge your physical, spiritual, emotional, and mental preparedness for such activities and to ensure that by participating in Retreat activities you will not exceed your limits. You will select the appropriate level of activity for your skills and abilities, as well as for any mental, emotional, spiritual, or physical conditions and/or limitations you have.

You must be medically, physically, and emotionally fit and able to participate in the Sanctuary of Power Retreat. You agree you will be fully and financially responsible for your own physical condition and well-being during the Retreat and will follow the safety precautions and instructions prescribed by Sanctuary of Power. You acknowledge that Sanctuary of Power may make suggestions from time to time that are intended to help you and your well-being. However, you take ultimate responsibility for your choices and realize that Sanctuary of Power representatives are not licensed medical providers and that you must consult your doctor. You will not hold Sanctuary of Power or any of its teachers or guest teachers responsible for any pain or discomfort you experience during or after the Retreat.

9. ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW THE CLAIMS YOU AND SANCTUARY OF POWER HAVE AGAINST EACH OTHER ARE RESOLVED.

Class Action Waiver. YOU AND SANCTUARY OF POWER AGREE THAT EITHER MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF CANNOT AFFECT OTHER SANCTUARY OF POWER CLIENTS OR RETREAT PARTICIPANTS. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S PROHIBITIONS ON CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTIONS OR PROCEEDINGS AS TO ANY CLAIM, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND RESOLVED IN COURT, SUBJECT TO RIGHT TO APPEAL THE COURT'S DECISIONS, AFTER ALL OTHER CLAIMS HAVE BEEN ARBITRATED.

Agreement to Arbitrate. Except as set forth below, any dispute, claim, or controversy between you and Sanctuary of Power arising in connection with or relating in any way to these Terms or to your relationship with Sanctuary of Power as a Retreat participant (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these terms) will be determined by mandatory binding individual (not class) arbitration. You and Sanctuary of Power further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration clause or to the arbitrability of any claim or counterclaim, except that issues relating to the interpretation or enforceability of the Class Action Waiver paragraph above will be resolved by a court of competent jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator to resolve the dispute: THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. Any arbitration will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this agreement to arbitrate. The Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision in these Terms). The AAA's Supplementary Rules for Class Arbitrations will not apply. The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at +1-800-778-7879.

A party who intends to seek arbitration must first send a written notice of the dispute to the other by written mail or electronic mail ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute and (2) set forth the specific relief sought. A Notice to Sanctuary of Power should be sent to Sanctuary of Power info@sanctuaryofpower.com. Sanctuary of Power will send any Notice to you to the physical address or email address on file associated with your account with us. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Sanctuary of Power may commence an arbitration proceeding. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must provide a copy of the completed form to the opposing party.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is $10,000 or less, you or Sanctuary of Power may elect to have the arbitration conducted by telephone or based solely on written submissions, subject to the arbitrator's discretion to require an in-person hearing. In cases where an in-person hearing is held, either party may attend by telephone, unless the arbitrator requires otherwise. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

The arbitrator's decision and award shall be in writing, final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Exceptions to Arbitration. In lieu of arbitration, either you or Sanctuary of Power may bring an individual claim in small claims court consistent with any applicable rules that may apply. If you are an individual consumer who is a non-US resident, where local laws require that

you be allowed to bring a claim through a local court or other body instead of arbitration, you may do so.

Severability. With the exception of any of the provisions in the Class Action Waiver paragraph above, if an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate will still apply, and the parties agree that the exclusive jurisdiction and venue described immediately below shall govern any claim in court arising out of or related to these Terms.

10. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflict of laws rules. Any claim or dispute between you and Sanctuary of Power or any of its representatives that arises in whole or in part from the Retreat or activities described in these Terms shall be decided exclusively by a court of competent jurisdiction located in Fulton County, Georgia.

11. MISCELLANEOUS

Other than as explicitly agreed upon in writing between you and Sanctuary of Power, these Terms constitute all the terms and conditions agreed upon between you and Sanctuary of Power regarding the Retreat and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral. Unless as otherwise stated here, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by law. No waiver of any provision of this Agreement will be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of the waiving party. No failure or delay by either party to exercise any right, power, or remedy constitutes a waiver of that right, power, or remedy. A party's waiver of the performance of any covenant or any breach is not to be construed as a waiver of any succeeding breach or of any other covenant. If any provision of this Agreement requires interpretation by a court or arbitrator, this Agreement is not to be more strictly construed against one party than the other.