

LUXURY HEALING RETREATS

TERMS AND CONDITIONS

Although we highly value individual freedom, we feel it is crucial to set clear rules and guidelines for our guests to ensure the wellbeing of the group, create a safe environment and ensure the practical feasibility of the retreat.

The ensuing Terms and Conditions have been formulated based on our practical insights, aiming to ensure a secure experience during ceremonies and throughout the entire program for our guests.

"The Participant" is the person attending a retreat at Ayahuasca Lux. Ayahuasca Lux is "the organizer" and "the organization".

I. Agreement to terms and conditions

1.1 Acceptance of Terms

By participating in the Ayahuasca retreat, the Participant acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions. The Participant further acknowledges that these Terms & Conditions constitute a legally binding agreement between the Participant and the Retreat Organizer.

1.2 Capacity to Enter into Agreement

The Participant affirms that they are of legal age to enter into this agreement and have the legal capacity to do so.

1.3 Review of Terms

The Participant agrees that they have had the opportunity to review these Terms & Conditions in detail before confirming their participation in the Ayahuasca retreat.

Any questions or concerns regarding the Terms & Conditions have been addressed to their satisfaction.

1.4 Modifications to Terms

The Retreat Organizer reserves the right to update, modify, or change these Terms & Conditions at any time. Should the Terms & Conditions change, the Participant will be informed. Continued participation in the retreat after the posting of any changes constitutes acceptance of those changes.

1.5 Termination of Agreement

If the Participant does not agree with any part of these Terms & Conditions or if they do not meet the eligibility requirements outlined herein, the Participant cannot participate in the Ayahuasca Lux retreat. In such cases, any fees paid in advance shall be subject to the cancellation and refund policies outlined in Section III.

1.6 Legal and Binding Agreement

The Participant acknowledges that this agreement is a legal and binding contract and agrees to be bound by its terms and conditions.

II. Participant Eligibility

2.1 Age Requirements

Participants must be at least 21 years old to attend the Ayahuasca retreat.

2.2 Health and Medical Considerations

Engaging in ayahuasca ceremonies does not serve as a replacement for medical, psychiatric, or psychotherapeutic interventions; however, it may complement therapeutic processes and support personal development. If you are presently undergoing any form of treatment or using medication, it is essential to furnish comprehensive details about your situation before booking a program.

a. Awareness of Ayahuasca contraindications

The Participant, prior to entry into this Agreement, agrees to obtain by his own means health or medical advice as to the effects of ayahuasca singly and in combination with any medication they are taking.

The Participant is aware of the contraindications to Ayahuasca, including dietary restrictions and substance use, prior to entering the retreat.

b. Pre-Attendance Medical Screening:

Prior to acceptance into any retreat, all potential guests must successfully undergo our medical and psychological screening. Ayahuasca Lux retains the right, at its sole and unrestricted discretion, to reject a reservation request should an individual not meet our screening criteria.

c. Disclosure of Pre-existing Conditions:

Potential participants are obligated to disclose any pre-existing physical or mental health conditions that may impact their ability to safely participate in the retreat. Conditions include (but not limited to):

- (i) Mental health: depersonalization, bipolar, schizophrenia, delusional or any other psychotic disorder.
- (i) Physical health: high-blood pressure, heart condition, pregnancy, epilepsy, advanced diabetes, liver condition, asthma.

d. Health and Medical information updates

The Participant agrees to notify the Organizer of any change in their medical circumstances and understands that withholding medical information could be dangerous to their health.

e. Consultation with Healthcare Professionals

Individuals with pre-existing conditions may be required to consult with their healthcare providers to assess the potential impact of the retreat activities on their health.

f. Medication and Substance Use

Participants must disclose any medications and substance they are currently taking during the pre-attendance screening. This includes prescription and over-the-counter medications, legal or illegal drugs, and herbal or chemical supplements.

The Organizer is not responsible for the personal decision of any guest to stop taking medication or change their medication schedule, and accepts no liability for any adverse effects from withdrawal from any medication.

The Participant must abstain from all other psychoactive substances during their stay, except tobacco, including but not limited to: prescription medications, recreational drugs, or other plant medicines/psychedelics (unless explicit consent is given by the medical intake team or retreat leader)

If the Participant is found to possess prescription drugs that have not been approved by the Organizer prior to their arrival, street drugs, or alcohol, the Organizer reserves the right to deny them entry to the retreat or expel them from the program without prior notice, responsibility for a refund, or providing accommodation outside of the retreat.

III. Booking and Payment

3.1 Reservation Process

The participant must first fill out the online booking form.

Once the booking form has been received and approved by the retreat organizers, the participant will receive a confirmation of approval by email.

Once the confirmation of approval is received, the participant may then proceed to send the required deposit of 50% or full payment, via the payment link received.

3.2 Payment Terms

A deposit of 50% is necessary to confirm the registration.

The remaining balance must be paid in full at least 8 weeks prior to the start of the retreat. The credit card used by the participant will be automatically charged with the remaining balance 8 weeks prior to the start of the retreat.

Payment of the remaining balance may be processed in installments upon request, at the retreat organizer's discretion.

Late bookings (less than 8 weeks prior to the start of the retreat) must be paid in full, unless agreed otherwise by Ayahuasca Lux.

3.3 Cancellation and Refunds Policy

Cancellations made more than 8 weeks prior to the start of the retreat will entitle the participant to a full refund, minus a 250 USD processing fee.

Cancellations made less than 8 weeks prior to the start of the retreat will result in a transfer of the sum already paid to another Ayahuasca lux retreat taking place within the next two years.

Cancellations made within less than 6 weeks will result in a transfer of 80% of the payments made to another Ayahuasca lux retreat taking place within the next two years.

Cancellations made within less than 4 weeks will result in 50% of the sum made to another Ayahuasca lux retreat taking place within the next two years.

No refunds will be received in the event of a cancellation from the participant within less than 8 weeks prior to the start of the retreat, unless the Organizer can fill the vacant spot left the by the participant cancelling the participation.

Should the organizer be required to cancel the retreat for any reason, the participant may choose to receive a full refund or may choose to transfer the funds to another Ayahuasca Lux retreat within the next two years.

Should a Participant decide to leave the retreat prematurely, for any reason, the Organizer is not responsible for the reimbursement of monies or for denouncements by the attendee.

No-shows will not result in any refund or transfer.

IV. Retreat Details

4.1 Activities

Our objective is to offer healing opportunities and a secure space for Ayahuasca ceremonies, complemented by various modalities like individual counseling, somatic therapy, meditation, breathwork and workshops, within the framework of an all-inclusive luxury retreat, which includes:

- 6 Ayahuasca ceremonies
- At least 3 Individual consultations with our therapist
- Meditation, Yoga and Breathwork classes
- 4 Thematic Workshops
- Single or shared accommodation as chosen by the participant, depending on availability.
- All meals according to the daily schedule
- At least 2 excursions
- Kambo, Despacho and Sacred Fire ceremonies

- Leisure time with spa facilities, including one therapeutic massage. (Additional services available for an additional fee).
- Post-retreat integration program consisting of video calls and documentation sent to the participant.
- Medical intake by general practitioner
- Transportation to and from the retreat will be provided on the first and last days of the retreat, as well as transportation for scheduled excursions.

4.2 Accommodations

When booking a room for single use, the participant may choose the room they want, depending on availability.

When booking a room for shared use, without having a preselected roommate, the participant will be allocated a room by the organizer, with no option to choose the room unless offered by the organizer.

4.3 Dietary Restrictions

The food served during the retreat will not contain any pork, red meat, chilies, fermented food, or alcohol. The participant is not allowed to bring such food into the retreat premises. There will be no desserts except for fruits.

Further individual dietary restrictions can be accommodated upon advance notice from the participant.

4.4 Code of conduct

We place significant importance on the safety, well-being, transformative journey, and personal boundaries of all our guests. We anticipate a reciprocal commitment to these principles from our guests. <u>Any behavior contrary to these values may lead to immediate expulsion from the retreat without a refund or additional accommodation.</u>

Behaviors not tolerated are:

- a. Engaging in physical, verbal and sexual harassment towards any guests or staff.
- b. Undertaking actions that jeopardize your safety or that of others.
- c. Persistently displaying disruptive behavior that impacts the comfort or healing process of other guests.
- d. Using any substances or drugs at the retreat, excluding tobacco and ayahuasca.

- e. Engaging in any form of theft.
- f. Interpersonal healing acts among guests, which can be disruptive to the healing process of the subject participant.
- g. Doing audio or video recordings of any participant or staff without their explicit consent.
- h. Leaving the grounds of the retreat without notice and consent from the organizer.
- i. Being disrespectful in any way to other guests and staff.
- j. The Participant agrees to maintain sexual abstinence for two weeks before the retreat, during the retreat and two weeks after the last ceremony. This rule is established because:
 - (1) the plant medicine works with your sexual energy and this energy has to be pure and should not be depleted while working with the plant
 - (2) Energies can be transferred while working with Ayahuasca, even outside of ceremonies, therefore it is important not to have interpersonal sexual contact between participants, even with married couples.
- k. Relatedly, the participant agrees not to engage in flirting or forming romantic bonds, however mutual and to postpone such rapports after the retreat has ended.
- I. When Ayahuasca ceremonies take place, participants who have chosen to partake must stay in the ceremonial space throughout the ceremony, whether they choose to drink the medicine or not. The only exception is for toilet breaks. Otherwise, no participant will be allowed to prematurely exit the ceremony. The participant will be free to leave the ceremonial space only at the time the ceremony is formally closed by the shaman and facilitators.

Participants are expected to comply with the Code of Conduct throughout the retreat. Failure to do so may result in consequences, including potential removal from the program.

V. Assumption of Risk and Release

5.1 Acknowledgment of Risks

By participating in the Ayahuasca retreat, the Participant acknowledges and understands that the activities involved, including but not limited to ceremonial practices, may involve inherent risks and dangers, both known and unknown. These

risks may include, but are not limited to, physical, psychological, and emotional effects that can arise from the consumption of Ayahuasca.

5.2 Release of Claims

The Participant, being of lawful age and having thoroughly reviewed the potential challenges and benefits of ayahuasca use, hereby releases and discharges forever the Organizer and the Organizer's affiliates, including but not limited to their spouse, heirs, executors, administrators, legal representatives, and assigns, from all forms of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for injury to person or property, including injury resulting in the death of the Participant, which may be sustained as a result of the Participant's participation in the activities described above regardless of whether such damage, loss, or injury was caused solely or partly by the negligence of the Organizer. The Participant explicitly agrees to renounce any and all rights to pursue or receive compensation in relation to any liability, loss, cost, expense, or damage arising, both directly and indirectly, from the Participant's residence at Ayahuasca Lux retreat, including their involvement in any program activities.

This agreement extends its binding nature not only to the Participant but also to the Participant's spouse, parents, family, heirs, executors, administrators, agents, and assigns.

5.3 Waiver of Liability

In consideration of being permitted to participate in the retreat, the Participant hereby waives, releases, and discharges the Retreat Organizer, its directors, employees, volunteers, and any affiliated entities from any and all claims, liabilities, demands, actions, or causes of action, whether in law or in equity, arising out of or related to any loss, damage, injury, or death that may be sustained by the Participant during or after the retreat.

5.4 Knowing and Voluntary Assumption of Risk

The Participant affirms that their participation in the Ayahuasca retreat is voluntary, and they knowingly assume all risks associated with the activities. The Participant acknowledges that they have had the opportunity to ask questions and seek clarification regarding the risks and release contained in this section.

5.5 Binding Effect

This Assumption of Risk and Release shall be binding upon the Participant and their heirs, legal representatives, and assigns, and shall inure to the benefit of the Retreat Organizer, its successors, and assigns.

VI. Confidentiality

6.1 Confidentiality of Participants

The organizer does not share participants personal information and contact details with other participants nor any other person outside the retreat's organization, unless required by law for the resolution of any dispute or with the explicit consent of the participant.

Participants are required not to share any personal information and contact details of other participants with anyone, unless explicit consent from the concerned participant is given.

VII. Admission discretion

Ayahuasca Lux reserves the right to exercise discretion in the admission of participants to its programs and retreats. The decision to admit or deny admission is at the sole discretion of Ayahuasca Lux and is based on various factors, including but not limited to the participant's medical and psychological well-being, suitability for the program, and adherence to the guidelines and requirements set forth by Ayahuasca Lux.

Ayahuasca Lux may, in its sole discretion, decline admission to any individual who is deemed unsuitable or poses a potential risk to their own safety or the safety and well-being of other participants and staff. This includes but is not limited to individuals with severe medical conditions, mental health concerns, or those who fail to meet the eligibility criteria specified by Ayahuasca Lux.

By seeking admission to any program or retreat offered by Ayahuasca Lux, the participant acknowledges and agrees to the admission discretion exercised by Ayahuasca Lux. The participant further understands that this discretion is applied to ensure the safety, well-being, and positive experience of all individuals within the Ayahuasca Lux community.

Ayahuasca Lux is committed to providing a safe and supportive environment for its participants and will make every effort to communicate any admission decisions in a transparent and compassionate manner.

Activity Waiver & Release

NOTE: Upon arrival at the retreat, you will be required to sign a copy of the following Waiver. Your acceptance of the Terms & Conditions during registration indicates your acknowledgment and acceptance of the contents herein.

THIS ACTIVITY WAIVER & RELEASE AGREEMENT (the "Agreement") dated:		
(MM/DD/YY), IS ESTABLISHED BETWEEN:	(the "Participant") AND	
Ayahuasca Lux Healing Retreats (the "Organizer"). IN CONSIDERATION OF the		
covenants contained in this Agreement and other good and valuable consideration,		
the receipt of which is acknowledged, the parties to this Agreement agree as follows:		

- 1. I acknowledge the freedom to inquire about any aspect of this waiver and release at any point.
- 2. I understand that participation in ceremonies at Ayahuasca Lux involves the consumption of Ayahuasca.
- 3. I comprehend that ingesting these plants may result in emotional, psychological, and physical responses, and I commit to participating while adhering to the Terms and Conditions outlined in this document and any additional instructions provided verbally or in writing.
- 4. I affirm that my decision to participate is voluntary, uninfluenced by coercion from the organizers or any other party. I am solely responsible for my choice to engage in the workshop, based on my own assessment of its effects, criteria for exclusion, potential risks and benefits, the ceremonial focus, and the Ayahuasca Lux team.
- 5. I am aware that I can seek clarification about the ceremonies at any time and may opt out of attending prior to their commencement.
- 6. Throughout the screening process, I have provided truthful responses regarding my medical history, mental and physical well-being, and any other pertinent information relevant to safeguarding my health during this process.
- 7. I understand that the decision to discontinue or alter my medication regimen is my own, and I absolve the Organizer of any responsibility for adverse effects resulting from such decisions. I acknowledge the recommendation to consult my prescribing doctor for guidance before making any changes.
- 8. I acknowledge that Ayahuasca may induce visionary experiences, as well as physical and psychological discomfort such as nausea, dizziness, vomiting, diarrhea, impaired mobility, fainting, and other unpleasant effects on mood, emotions, thoughts, and perception.
- 9. I agree not to use any substances, including drugs and medications, for a minimum of two weeks before, during, and two weeks after the retreat, unless previously discussed and approved by the organizer.

- 10. I confirm that I do not have any underlying heart conditions, advanced diabetes, or respiratory illnesses.
- 11. I verify that I do not suffer from pre-existing mental health disorders such as psychosis, bipolar disorder, or schizophrenia.
- 12. I understand that failure to fully disclose relevant medical history or past/current substance use may increase the risk of injury or death associated with the use of Ayahuasca.
- 13. I assume all risks associated with consuming Ayahuasca during the retreat at Ayahuasca Lux.
- 14. I acknowledge the possibility of experiencing physical, emotional, or mental distress during or after working with Ayahuasca for an indeterminate period.
- 15. I accept that Ayahuasca Lux cannot be held liable for theft or damage to personal belongings that may occur at the retreat center.
- 16. I agree not to leave the ceremonial space until formally instructed to do so.
- 17. I acknowledge that the Organizer reserves the right to dismiss any guest from the retreat without prior notice or refund, and is not responsible for providing accommodations outside of the retreat center for early departures. Any financial losses or complaints resulting from early departure are not the responsibility of the Organizer.
- 18. In the event of an adverse incident, I consent to Ayahuasca Lux providing appropriate care and emergency protocols as determined by the facilitation team, in consultation with next of kin or emergency contacts. This may include the administration of antipsychotic medication, extended onsite monitoring beyond the retreat's conclusion, and coordination with local medical facilities.

Full and Final Settlement

- 1. The Participant acknowledges and agrees that they have thoroughly reviewed this Agreement, comprehended its contents entirely, and are freely and willingly signing it.
- 2. Upon signing this Agreement, the Participant consents to forever waive their right to pursue legal action or make any claims against the Organizer for any personal injury or property loss incurred during participation in or preparation for the specified activity.
- 3. The Participant has been afforded the opportunity and strongly encouraged to seek independent legal counsel prior to executing this Agreement.
- 4. This Agreement constitutes the complete understanding between the involved parties and its terms are binding and enforceable, not merely declarative statements.

Governing Law

This Agreement will be interpreted i Peru.	n accordance with and governed by the laws of
The Participant has affixed their sign participation at Soltara Healing Cent	nature below prior to the start of their ter:
Print Participant Name	Participant Sign

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