



ELIXIR RESORTS S.r.L Waiver & Registration

Name: _____

Address: _____

City: _____

Country: _____

Postal Code: _____

Phone Number: _____

DOB: ____ / ____ / ____.

Email: _____

Emergency Contact and Phone Number: _____

Please list Any Medical conditions here: _____

By registering above as a guest of ELIXIR RESORTS S.r.L, I agree to the following:

1. I am aware of the physical risks involved with strenuous exercise and understand that it is my personal responsibility to consult with my physician, prior to my participation in any retreats or prior to receiving any instruction. I also understand that if at any time during any class or when receiving any instruction from you and/or your associated instructors, that I feel discomfort or strain it is my responsibility to cease the activity and consult with my physician.

2. I agree that I am solely responsible for the decision to practice yoga and that I have no known medical condition which would prevent me from taking part in yoga classes or receiving yoga instruction. I assume responsibility for any risk or injury that I may sustain because of my participation. I understand that there may be physical adjustments by the teacher from time to time and that it is my responsibility to let the teacher know if I don't want to be touched/adjusted.

I also agree and understand that yoga is not a substitute for medical treatment or attention and that I should consult with my physician prior to beginning any new activity program including yoga.

3. I will not hold **ELIXIR RESORTS S.r.L**, its owners, associated instructors, and employees, responsible for any injuries suffered by me caused in whole or in part by my failure to follow the instructions given, or by any physical impairment of mine. I understand that it is my responsibility to advise you, your staff, and your associated instructors of any physical conditions that may limit my participation in yoga classes and to work only within my limitations.

4. I hereby agree to irrevocably release and waive any claims that I have now or hereafter may have against **ELIXIR RESORTS S.r.L**, its agents, owners, officers, directors, instructors, sponsors, and other participants as well as any similar claims against the owners and tenants of the premises of the resort as a result of my participation in any **ELIXIR RESORTS S.r.L** retreats.

5. I agree that **ELIXIR RESORTS S.r.L** is not responsible in the event of loss, damage, unauthorized use, theft, or injury resulting from and to any personal property that I bring onto the premises.

6. I agree that **ELIXIR RESORTS S.r.L** instructors/employees are not medically trained and therefore not qualified to assess whether a member is in good physical condition and/or that the member can engage in any exercise without detriment to the member's health, safety, or physical condition.

7. **ELIXIR RESORTS S.r.L** reserves the right to close the premises or cancel at any time for foreseen/unforeseen circumstances and/or maintenance. Any financial reimbursement will be solely at the discretion of **ELIXIR RESORTS S.r.L**

8. In consideration of being permitted to participate in activities organized by and for **ELIXIR RESORTS S.r.L**, I agree to assume full responsibility for any risks, conditions, injuries or damages, known or unknown which I might incur or aggravate as a result of my participation.

9. In consideration of being permitted to participate in activities organized by and for **ELIXIR RESORTS S.r.L**, I knowingly, voluntarily, unconditionally and expressly release and waive any claim, demand I may, my heirs or legal representatives have or acquire against **ELIXIR RESORTS S.r.L** for any injury, death, losses, condition, direct or indirect

damages that I may sustain as a result of being on the premises or participating in any activities arranged by Elixir. All implied warranties regarding the retreat and activities are totally and expressly excluded and disclaimed by **ELIXIR RESORTS S.r.L.**

10. I understand that this Waiver & Registration of liability is valid during the whole period of the retreat and all activities arranged by **ELIXIR RESORTS S.r.L** and not limited to the Estate of L'isola che non c'è. I understand that this Waiver is valid and shall apply to any claims for injury, death, losses direct or indirect damages, personal damages that I may suffer or assume after the retreat or activities, but which are based on events originating from or took place during the retreat.

11. **ELIXIR RESORTS S.r.L** shall not be liable for failure of travel service suppliers, including but not limited to airlines or hotels to perform the services offered by such suppliers. **ELIXIR RESORTS S.r.L** does not insure or guarantee the services to be provided by any third-party supplier, the financial position of such suppliers or the reimbursement to you from any loss incurred because of the third-party supplier's financial mismanagement.

12. A non-refundable deposit of 50% of the total cost per person of the booking is due on registration for your chosen retreat. Said non-refundable deposit is also nontransferable. After receiving the initial deposit, you will receive a booking email confirmation with a printable pdf for your records and instructions of how and when (6weeks, 42 days prior to your retreat) the balance of 50% is due. If booking within 6 weeks of the commencing retreat, then 100% will be due at booking and 100% will be non-refundable or transferable.

13. If you miss the 6week (42 day) payment of your 50% balance then your original deposit will be considered forfeit and your place on the retreat will be liable to be sold to another participant.

14. Credit card payments are only accepted with a applicable % service fee.

15. No postponements, refunds or credits are available. Name changes are permissible only to individuals who are not already registered for the retreat. I also accept and understand that I have no claims against **ELIXIR RESORTS S.r.L** except by reason of refusal to allow me to participate in the retreat.

16. This Waiver & Registration of liability shall be governed and interpreted in ALL respects by the law of Luxembourg, Europe without regard to any conflict of law provisions and, where applicable, shall be subject to compliance with the laws, rules, and regulations of Luxembourg, without regard to its conflicts of law provisions and rules. Subject to the provisions of this clause, I agree that the competent court in Luxembourg shall have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation, or performance of, or the legal relationships established by, the Waiver or the retreats or otherwise arising in connection with the Waiver or the retreat. I irrevocably waive any objection which I may have now or in the future to the courts of Luxembourg being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not convenient or appropriate forum. I also waive any right to a trial by jury.

17. FORCE MAJEURE- **ELIXIR RESORTS S.r.L** cannot be held responsible or pay ANY compensation where performance or prompt performance of the reservation contract is prevented or affected by reason of circumstances which amount to 'force majeure'. Circumstances amounting to 'force majeure' include any event which we could not, even with all due care, foresee or avoid. Such circumstances include destruction or damage to your accommodation (which cannot be repaired satisfactorily before your stay) through fire, earthquake, flood, explosion, storm or any weather damage, break-in, criminal damage, riots or civil unrest, industrial action, nuclear or natural disaster, war (including threat of war), actual or threatened terrorist activity, epidemic and ALL similar situations beyond the control of **ELIXIR RESORTS S.r.L**. It is explicitly agreed that an event of 'force majeure' suspends execution of the reciprocal obligations for the parties, and that each party shall pay the expenses resulting therefrom. In particular, the guests alone shall pay the additional expenses that may be incurred for any change in accommodation following the event of 'force majeure'.

I have read the above release of Waiver & Registration of liability and fully understand its contents and the consequences thereof. I voluntarily agree unconditionally to the terms and conditions stated above.

Date: _____

Location: _____

Signature: _____