

## **RETREAT TERMS & CONDITIONS**

Effective December 1st, 2022

Welcome, we are honored that you have chosen Arkana and will be joining one of our retreats. The following Terms and Conditions have been designed as a result of our practical experience gathered over the years and serve to prepare our guests for a positive and safe experience in ceremony and in a program as a whole.

**This agreement is between Arkana International ("Arkana" or "the Host") and You (the "Participant").**

**By booking a retreat at Arkana you agree to all the following terms and conditions:**

1. The Participant agrees to take part in ayahuasca and medicinal plant ceremonies with the Host out of his own free will and is not coerced by anyone. He/she has been advised that ayahuasca is a visionary plant medicine, and is clear on the meaning of this.
2. The participant understands that these natural treatments may involve physical, psychological and emotional reactions. He/she agrees to be physically and mentally fit to participate at a retreat at Arkana and accepts full responsibility of any associated risks and consequences.
3. The Host will do their utmost to ensure the safety and comfort of the Participant during the retreat. The Participant, in turn, agrees to abide by all rules and regulations as outlined in these terms and conditions and/or communicated orally during the retreat.
4. In observance with Peruvian Law concerning the illegal practice of Medicine: Ley N° 28538, Arkana is not a medical facility as defined by Peruvian legislation and no health care is practiced under its direction. Its owners and employees are not health care professionals and do not practice health care of any form. The healers at Arkana function as spiritual guides and teachers. Retreats are offered for the sole purpose of spiritual connection and personal growth.
5. The participant agrees to truthfully answer all questions in the medical questionnaire that is part of the registration process. He/she agrees to full disclosure with the Host, in writing, regarding their health history, medical conditions, and any medications they are taking, prior to booking. All information will be deemed confidential by the Host.
6. After booking, the Participant agrees to notify the Host of any material change in their medical condition in a timely manner and understands that withholding medical information could be dangerous to their health.
7. In the event that the Participant is taking medications, it will be his/her responsibility to consult with the prescribing physician regarding possible interactions with the natural medicines supplied by Arkana. The Host is not responsible for the personal decision of any

guest to stop taking medications or change their medication schedule, and accepts no liability for any adverse effects from withdrawal from any medication.

8. The participant understands that unless it has been specifically authorized in writing by Arkana's staff, he/she must not combine any kind of allopathic medication with the natural medicines provided at the retreat.
9. The Participant confirms that they have not been diagnosed with the following mental conditions: bi-polar, or any form of schizophrenia, schizophreniform, schizoaffective disorders.
10. The Participant understands that it is important to prepare physically and mentally for the retreat. This includes adhering to a rigorous diet, abstaining from street drugs, and pharmacological restrictions required by Arkana for at least two weeks prior to the start of the retreat and for at least four weeks following the last ceremony.
11. **During the Retreat.** In order to maintain a safe environment while at the retreat, all participants are expected to conduct themselves in a respectful manner with others respecting their healing processes and personal boundaries

The following offences are intolerable, and will result in the Participant's removal from the retreat without any responsibility for a refund or providing accommodations outside of Arkana at the sole discretion of Arkana's staff:

- Sexual harassment toward any of the guests or staff.
  - Any form of discrimination against anyone at the center on the basis of age, gender, race, religion or social status
  - Behavior that puts your own or others' safety at risk
  - Overt negativity resulting in repetitive disruptive behaviors inside or outside ceremony that significantly interferes with the healing process of others.
  - The use of alcohol or other illicit substances/drugs of any kind taken at the Center
12. If a Participant's behavior presents a threat to the safety of themselves or others, the Host reserves the right to physically restrain the Participant. Such restraint will be conducted as gently as possible and with respect for the dignity of the Participant.
  13. If upon arrival, the Participant is found to be intoxicated, inebriated or in possession of street drugs, or alcohol, the Host at its sole discretion reserves the right to deny them entry to Arkana and/or the retreat without any responsibility for a refund, or providing accommodation outside of Arkana.
  14. The Host may require the Participant to take a drug or breathalyzer test prior to or during a program or activity, without prior notice or reason. If the Participant refuses to comply with the test, the Host reserves the right to deny entrance to Arkana and/or remove them from the retreat immediately and without prior notice, responsibility for a refund.

15. The Host is not liable for the injury of any Participant that may occur during or after the program. By participating in a program at and accepting this Agreement, the Participant expresses full understanding of and responsibility for the risks that they may encounter during a program. The Participant releases Arkana, its owners, and employees of said responsibility. Any legal action taken against Arkana will only take place in Peru under Peruvian Law.
16. In the case of a medical emergency during a retreat that requires evacuation and treatment, the Participant will be accompanied by one of Arkana's staff to the closest medical facility. The participant agrees to pay for all medical expenses done on his behalf.
17. The Participant agrees to follow the guidance of Arkana staff should they develop or exhibit any symptoms of COVID during their retreat. This may include evacuation for an offsite quarantine and medical care at Participant's own expense. There will be no refunds for any missed ceremonies as a result of such event.
- 18. Arkana reserves the right to expel any individual from the retreat without prior notice, responsibility for a refund, or providing accommodation outside of Arkana. In such event, the Participant will be responsible for paying for their transportation from the center to the nearest city.**
19. **Payment Terms.** All reservations require a 50% down payment paid at the time of booking via credit card. The outstanding balance is to be paid in cash in USD upon arrival to the center on the date of the retreat.
  - a. For this balance, please use bills of crisp, like-new quality; you can usually get from banks at home. To avoid circulation of forged bills in South American countries, any bills with signs of tear, extensive wear, or any markings on them are not accepted for exchange.
  - b. Please do not depend on withdrawing the remaining balance from ATMs in South America. ATMS have daily and weekly withdrawal limits that will make this very difficult. Thus, we ask you to kindly bring the remaining balance with you in US bills of good quality.
20. Deposits will only be refundable within 24 hours of registration or if during the medical screening, issues it is concluded by Arkana personnel that the Guest is not a good candidate for plant medicines. In either case deposits will be refunded minus a transaction and administrative fee of \$250.
21. **Cancellations.** Should the Participant cancel their reservation outside of the 24 hr grace period, **all deposits will be considered Non-Refundable.** Instead, a personal credit will be issued in the name of the Participant to be used at any of our locations within 24 months of the original retreat date. Participants will be responsible for any price increases for the chosen retreat program.

22. **Personal Credit.** In the event of a cancellation, the percentage of the deposit that will be converted into a personal credit will depend on the timeliness of the cancellation request:
- c. 4+ Week Notice: 100% of the deposit is transferable
  - d. 2-4 Week Notice: 80% of the deposit is transferable
  - e. 2 day – 2 Week Notice: 60% of the deposit is transferable
  - f. 0 – 2 days: 0% of the deposit is transferable.
- \* In the event of last minute cancellation or No Shows, no credit will be issued for future use and the full retreat price will be charged to the original form of payment.

Personal credits may be transferred to a third party as long as the credit is to be used for a new reservation. Under no circumstance may this credit be used to pay someone else's retreat outstanding balance.

23. **Early Departure.** Should the participant decide to leave the retreat prematurely for any reason, he will forego any monies paid, and no full or partial refunds/credits will be issued to be used at a later time. The participant will be responsible to cover any transportation costs to return to the nearest city.