

## Terms and Conditions

Welcome! We are honored that you are interested in joining us for an immersive experience in nature, community, and medicine. Please note that these rules and policies are subject to change at any time.

For logistical questions, please email peru@soltara.co

If you would like additional preparation support, personal sessions with our preparation support team are available as an add-on service. These can help clarify intentions, address anxieties, and set the foundation for the work you will do prior to your arrival. Please visit <u>this</u> <u>link</u> to view availability, pricing, and book a discounted session with Sean Chiddy, a therapist from our team, or <u>this link</u> to view availability and book a discounted session with therapist Sharon Slate.

## Soltara Healing Center: Reservation and Participation Agreement

This document sets out the terms and conditions governing reservations and participation in retreats at Soltara Healing Center. Please note that these terms may be subject to change without prior notice.

- 1. **Pre-Retreat Health Assessment:** As a precondition for acceptance into any retreat, all prospective guests are required to pass our medical and psychological evaluation. Soltara Healing Center reserves the right, in its sole and unfettered discretion, to decline a reservation request if an individual does not meet our screening criteria.
- 2. Booking Confirmation and Payment: To confirm your retreat reservation, a deposit ranging from 50-75% (dependent on the retreat type) of the total cost is due at the time of registration, payable electronically. The remaining balance is expected in pristine USD bills upon arrival at the Center, reflecting our on-site cash-based operational system.
- 3. **Payment Obligations for Last-Minute Bookings:** In the event of last-minute registrations while in Peru, it is mandatory that the full remaining balance is paid prior to the commencement of the retreat.
- 4. **Policy for Early Departures:** In the event of a guest's premature departure from the Center before the end of their reserved stay, no refunds, whether full or partial, will be

granted. All costs associated with transportation back to the city shall be borne by the departing guest.

- 5. **Cancellation and Rescheduling:** Cancellation of a reservation will result in the forfeiture of the deposit, with the exception of instances where identified medical issues during the intake screening process are deemed incompatible with participation in the ayahuasca ceremony. In such cases, provisions may be made for the deposit to be transferred to a future date or another individual. However, the specifics of this transfer are dependent on the notice period given:
  - a. 4+ weeks' notice 100% of deposit is transferable
  - b. 3 4 weeks' notice 80% of deposit is transferable
  - c. 10 days 3 weeks' notice 60% of deposit is transferable
  - d. 0 10 days' notice 0% of deposit is transferable

Please note that no-shows or cancellations within 48 hours of the retreat's start date will incur the full retreat cost. In case of unavoidable circumstances that prevent your attendance, your deposit may be transferred to a third party (such as a friend or family member), with the condition that a four-week notice is given at no extra cost.

- 6. **Travel and Medical Insurance Requirement:** It is obligatory for every participant to purchase flight and travel insurance to cover all contingencies and expenses, including potential medical costs incurred during the travel dates. Domestic health insurance will not suffice for this purpose. Soltara strongly recommends insurance that provides coverage for all possible medical and accommodation expenses in case of a COVID-19 infection. We do not vet insurance plans; if in doubt, please contact your insurance provider for clarity.
- 7. Adherence to COVID-19 Protocols: Guests must acknowledge and comply with the onsite COVID-19 protocol at Soltara Healing Center, which includes possible temporary isolation and testing if symptoms are observed, and other appropriate measures as determined by Soltara staff.
- 8. **Risk Acceptance and Liability:** By booking a retreat at Soltara, guests acknowledge and accept the inherent risks associated with travel and potential exposure to COVID-19. Soltara disclaims all liability for any expenses, medical issues, or disruptions to retreat activities if guests test positive for COVID-19 during the retreat.
- 9. **Code of Conduct:** At Soltara, we highly value the safety, experience, healing process, and personal boundaries of all our guests. We expect the same consideration from our guests. Any conduct violating these values may result in immediate expulsion from the Center without a refund. Such conduct includes but is not limited to:
  - a. Sexual harassment of any guests or staff.
  - b. Actions endangering your own or others' safety

- c. Persistent disruptive behavior affecting other guests' comfort or healing process
- d. Use of any substances or drugs at the Center, except for tobacco
- e. Any form of theft

Soltara Healing Center reserves the right to dismiss any guest at any time, at our sole discretion.

- 10. **Participation in Ceremonies:** Guests are required to partake in all ceremonies throughout the retreat, whether or not they choose to drink ayahuasca. Non-participants may be asked to leave without a refund and are responsible for their own transfer costs.
- 11. **Confidentiality and Non-Disclosure:** Soltara respects the privacy of its guests. We do not share personal or contact information among guests without explicit permission.
- 12. Activity Waiver & Release: All participants are required to agree to and sign our Activity Waiver & Release as a precondition to participating in the retreat.
- 13. **Medication Contraindications:** If a guest is deemed medically unsafe due to recent prescription medications that are contraindicated with ayahuasca, we reserve the right to withhold participation in any ceremonies.
- 14. Admission Discretion: Soltara Healing Center reserves the right, in its sole and unfettered discretion, to deny admission to any guest.

Safety Waiver on next page...

## Soltara Healing Center: Activity Waiver & Release

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

# THIS ACTIVITY WAIVER & RELEASE AGREEMENT (the "Agreement") dated: (MM/DD/YY), IS ESTABLISHED BETWEEN:

(the "Participant") AND Soltara Healing Center of Peru (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:

#### **Consideration**

- 1. 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 below, regardless of whether such damage, loss, or injury was caused solely or partly by the negligence of the Organizer.
- 2. The Participant understands that participation in the activity described below would not be permitted without signing this Agreement.

#### **Details of Activity**

The Participant will partake in the following activities at the Soltara Healing Center retreat in Peru:

- Ayahuasca plant medicine ceremonies
- Yoga classes, breathwork, and meditation sessions
- Workshops, classes, and guest lectures
- Leisure time, Gym use, and time in nature
- All meals and snacks
- Accommodations in single or double arrangements, as chosen by the guest

The Participant will also partake in the Preparation/Integration Program with the Preparation/Integration Support Team, which includes all resources, online communities, and services offered, such as:

- Medical intake call
- Preparation call
- Integration call
- Online community and resources

- Any additional 1-on-1 services coordinated between the guest and the preparation/integration support team.

#### Code of Conduct

During their stay at the Soltara Healing Center, the Participant agrees to abide by the following rules and stipulations:

#### The Golden Rule of "Respect"

1. Respect the medicine and the traditions

- 2. Respect and follow directions and guidelines provided by the Soltara team
- 3. Respect the healing process of oneself and others in the group
- 4. Respect the personal boundaries of others in the group
- 5. Respect that everyone has their own unique experience and deserves space, peace, and quiet

\*\*\* Important: Please refrain from vocalizing your experience or touching other people during ceremonies. \*\*\*

6. Respect all guests and staff. Note: We maintain a zero-tolerance policy against sexual harassment.

7. Engaging in sexual activity, including with oneself or even between married couples, is prohibited.

Violation of any of these rules may result in a warning or immediate expulsion from the center without reimbursement, at the discretion of a member of the facilitation team.

#### The Intolerable Offenses

1. Sexual harassment towards guests or staff, including verbal/non-verbal insinuation and direct physical contact.

2. Behavior that puts your own or others' safety at risk, including carrying travel tools such as pocket/utility knives.

3. Persistent disruptive behavior inside or outside of ceremony that discomforts other guests or significantly interferes with their healing process.

4. Leaving the ceremony before it concludes, whether or not you have partaken of the brew.

5. Bringing any form of recording equipment, including a mobile phone, into the ceremony.

6. Usage of any substances (with the exception of tobacco), recreational or otherwise, without the explicit consent of the Director of Retreats and/or lead facilitator, including painkillers, anti-diarrhea or any other medication, plant or pharmaceutical.

7. Leaving the Soltara grounds without prior arrangement or explicit consent from the Director of Retreats and/or lead facilitator.

The Participant agrees that violating any of the above intolerable offenses could result in immediate expulsion without question and without refund, entirely at the sole discretion of Soltara Healing Center staff. Any additional travel fees incurred will be the responsibility of the Participant.

#### **INITIALS REQUIRED - Fitness to Participate**

The Participant acknowledges and agrees to the following:

1. All known physical limitations, medical ailments, and physical or mental disabilities have been fully disclosed. If required, the Participant has or will obtain a medical examination and clearance prior to arrival. **Initials:** \_\_\_\_\_

2. They will 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, Director of Retreats or lead facilitator). **Initials:** 

3. They are not currently taking or have not taken any medication (including SSRIs) for the past two weeks that were not explicitly known and approved during the intake process. **Initials:** \_\_\_\_\_\_

4. They do not have any preexisting heart ailments, and any respiratory ailments (e.g., asthma) have been cleared by Soltara. **Initials:** \_\_\_\_\_

5. They do not have any preexisting mental health conditions such as Bipolar Disorder, Schizophrenia, or Psychosis. **Initials:** \_\_\_\_\_

6. They understand that consumption of ayahuasca has in the past resulted in injury or death. **Initials:** \_\_\_\_\_

7. They understand that there are inherent risks of being in a wilderness environment that may cause injury or death. **Initials**: \_\_\_\_\_\_

8. They accept all risk associated with the consumption of ayahuasca or other natural medicines offered at Soltara Healing Center. **Initials:** 

9. They acknowledge that they may feel worse (mentally, physically, emotionally) during or after as part of their process working with ayahuasca. **Initials:** \_\_\_\_\_

10. They acknowledge that Soltara Healing Center cannot accept responsibility for theft or damage to belongings. **Initials:** \_\_\_\_\_

11. In the unlikely event of a psychotic episode or adverse reaction to ayahuasca medicine, they agree that Soltara reserves the right to offer care and emergency protocol as deemed fit by the facilitation team, with the support of the next of kin or the emergency contact. This may include, but is not limited to, the use of anti-psychotic medication, the ability to retain the guest onsite for monitoring beyond the end of their retreat, and liaising with local emergency medical and hospital facilities. **Initials:** 

12. To maintain the group container, guests agree to participate in all ceremonies throughout the retreat (whether or not they drink ayahuasca). Guests may attend the ceremony without drinking the medicine, however, if a guest decides not to participate in the ceremony, they agree to leave without refund and pay for their own transfer. **Initials**:

13. The Organizer reserves the right to expel any guest without prior notice, responsibility for a refund, or providing accommodation outside of the retreat center. Should a Participant decide to leave a workshop prematurely, for any reason, the Organizer is not responsible for the reimbursement of monies or for any denouncements by the attendee. **Initials:** \_\_\_\_\_\_

14. If the Participant has provided incorrect information or obscured details, they understand that they may be endangering themselves and others. In such cases, they can be expelled from the retreat without question and without refund at the sole discretion of Soltara Healing Center staff. **Initials:** \_\_\_\_\_

15. The Organizer is not responsible for any decision made by the Participant to stop taking medication or for changing their medication schedule. The Organizer accepts no liability for any adverse effects from doing so. The Participant acknowledges that Soltara has advised them to seek medical advice and/or supervision from their prescribing doctor before reducing, ceasing, or changing any medication. **Initials:** \_\_\_\_\_

16. The Participant confirms that neither they nor anyone in their party is currently exhibiting any symptoms of COVID-19, including but not limited to:

- Fever in the last 48 hours

- Respiratory symptoms such as sore throat, cough, or shortness of breath
- Flu-like symptoms such as muscle aches, chills, and severe fatigue
- Changes in sense of taste or smell

Initials: \_\_\_\_\_

#### Full and Final Settlement

1. The Participant acknowledges and agrees that they have carefully read this Agreement, that they fully understand its content, and that they are freely and voluntarily executing the same.

2. By signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Organizer for any property loss or personal injury that they may sustain while participating in or preparing for the noted activity.

3. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

4. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not merely a recital.

#### **Governing Law**

This Agreement will be interpreted in accordance with and governed by the laws of Peru.

The Participant has affixed their signature below prior to the start of their participation at Soltara Healing Center:

Print Participant Name

Participant Sign

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.

#### We look forward to supporting you.

In Service,

The Soltara Team

