

# REIKI CENTER OF GREATER ALEXANDRIA LLC

## Healing Tours to John of God

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703-924-3768

### RELEASE OF LIABILITY VOLUNTARY ASSUMPTION OF ALL RISKS

#### ASSUMPTION OF RISKS

I, \_\_\_\_\_ acknowledge that I have voluntarily and knowingly applied to participate on the trip designated on this application. I am voluntarily and knowingly participating on the tour or expedition with full knowledge that travel to foreign countries and the remote areas visited by this trip involve numerous known and unknown risks and dangers including a risk of illness, injury or death, which may be caused by: forces of nature; civil unrest; terrorism; road conditions, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude (on certain trips); accident; accident or illness without access to means of rapid evacuation or the availability of medical supplies, accident or illness without the adequacy of medical attention when provided; and negligent acts or omissions on the part Reiki Center of Greater Alexandria LLC, its affiliated organizations and their employees, principals, assigns, subcontractors, agents or other agencies. I acknowledge that the enjoyment and excitement of foreign adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks and the corresponding enjoyment and excitement contribute to the reason for my voluntary participation on this trip.

I HEREBY KNOWINGLY AND VOLUNTARITLY ACCEPT ANY AND ASSUME ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE **HERE:**

\_\_\_\_\_

#### RELEASE

AS LAWFUL CONSIDERATION for being permitted by Reiki Center of Greater Alexandria LLC to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives and/or any member of my family will not make a claim against or sue Reiki Center of Greater Alexandria LLC or any of its affiliated agents, principals, assigns, subcontractors, or employees for bodily injury, death, emotional trauma, property damage or any other losses and damages resulting from my participation in the tour or expedition.

I THEREFORE AND HEREBY RELEASE AND DISCHARGE REIKI CENTER OF GREATER ALEXANDRIA LLC AND ITS AGENTS, PRINCIPALS, ASSIGNS, SUBCONTRACTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS, INCLUDING NEGLIGENT ACTS OR OMISSIONS ON THE PART OF REIKI CENTER OF GREATER ALEXANDRIA LLC OR ITS AFFILIATED AGENTS PRINCIPALS, ASSIGNS, SUBCONTRACTORS AND OR EMPLOYEES.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Reiki Center of Greater Alexandria LLC be liable to any tour participant for more than the land cost of the trip applied for as stated in this document. All applications are subject to acceptance by Reiki Center of Greater Alexandria LLC. Upon acceptance of my application, this agreement shall be deemed to have been entered into and to be performed at Alexandria VA and shall be construed according to the laws of the State of Virginia. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association within the jurisdiction of the State of Virginia. Should this arbitration provision be held unenforceable, I agree that any legal action shall exclusively be brought before the appropriate

court within the jurisdiction of the State of Virginia.

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents of this agreement as well as the conditions as stated under the heading "Terms and Conditions" (see attached pages) including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. **Initial Here:** \_\_\_\_\_

I am aware that this is a release of liability and a legally binding and enforceable contract between Reiki Center of Greater Alexandria LLC and myself and I sign it of my own free will. I further acknowledge that I have the right and prerogative to consult with an attorney at law regarding this agreement and I have either done so or I have voluntarily decided not to obtain such legal counsel.

**EXECUTED THIS** \_\_\_\_\_ **day of** \_\_\_\_\_, **Year** \_\_\_\_\_

**SIGNATURE OF APPLICANT** \_\_\_\_\_

**PRINT NAME AS SIGNED** \_\_\_\_\_

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **Year** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**TERMS AND CONDITIONS FOR BRAZIL**

**INCLUDED:**

The travel fees and costs of includes hotel accommodations in Abadiânia and one breakfast, lunch, and dinner each day; all domestic travel within Brazil between Brasilia and Abadiânia as per trip itinerary; personal escort. A donation to the Casa de Dom Inácio is also included. The trip cost quoted is based on foreign currency exchange rates in effect as of January 2012. Reiki Center of Greater Alexandria LLC reserves the right to raise the trip fee if there are exceptional cost increases beyond our control. Every effort is made to ensure that this does not happen. Should it happen and the necessary cost increase does not meet your satisfaction you may cancel at that time for a full refund minus our out-of-pocket expenses. This is fully explained under the heading of “Cancellation and Refunds”.

2012 Rates	Single Occupancy		Double Occupancy	
Tour Duration	Standard Room	Deluxe Room	Standard Room	Deluxe Room
2 weeks	\$1,600	N/A	\$1,450	N/A
1 week	\$1,300	N/A	\$1,200	N/A

**NOT INCLUDED:**

International airfare and internal airfare to Brasilia in Brazil, some meals, items of a personal nature such as laundry, beverages, toll calls, excess baggage, medical and evacuation insurance, and the costs of hospitalization and evacuation from remote areas, insurance and additional expenses arising from the delay or extension of a trip due to weather, political disputes, sickness, failure of transportation, or other causes beyond our reasonable control.

**PAYMENT:**

A \$500.00 deposit of which \$300 is non-refundable (unless we cancel for any reason) secures your space. The remaining payment due is 100% of the total cost, including the initial deposit paid on \_\_\_\_\_. Payment is by personal check, money order or cashier’s check. A trip application 14 days or less before departure will require an additional \$100 fee to cover express costs in addition to full payment at that time.

**CANCELLATION AND REFUNDS:**

If cancellation occurs 40-60 for more days before departure there will be a loss of \$300 from the original \$500 deposit. For cancellation 30-16 days prior to departure, a cancellation fee of 50% of the total trip cost will apply. The deposit may be applied to a later trip due to visa delay only and not cancellation of trip by the individual. Cancellation 15 days or less before departure will result in no refund as is the case with a cancellation at the time of departure or after the trip departs. All cancellations must be made to Reiki Center of Greater Alexandria LLC in writing. Any refund requests must be made in writing to Reiki Center of Greater Alexandria LLC within 30 days of the return date. We strongly recommend trip cancellation insurance and will forward information to you in this regard.

Reiki Center of Greater Alexandria LLC reserves the right to cancel any trip prior to departure for any reason whatsoever including insufficient sign-up or logistical problems (i.e., acts of God, war, labor strikes, earthquake, flooding etc.) which may impeded trip operations. The refund of all payments as described in the paragraph below shall release Reiki Center of Greater Alexandria LLC from any further liability. A trip cancellation due to insufficient sign-up would normally occur at least one month prior to departure.

Reiki Center of Greater Alexandria LLC must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled embarkment date. If a trip is canceled due to forces beyond our control (i.e., acts of God, war, labor strikes, earthquake, flooding etc.) Reiki Center of Greater Alexandria LLC will promptly refund the portion of your payment that has not left our office as promptly as possible and we will refund to you the amount recovered, if any. However, Reiki Center of Greater Alexandria LLC does not guarantee recovery of any or all of the advance payments made, and our best efforts to recover these payments will not include the institution of any legal proceeding in foreign lands. This policy applies to a trip cancellation by client choice following any necessary increase in trip costs.

**Initial Here:** \_\_\_\_\_

**RESPONSIBILITY/LIMITATION OF LIABILITY:**

Reiki Center of Greater Alexandria LLC is a Virginia limited liability company with its principal place of business in Alexandria, Virginia and its associates, gives notice that services provided in connection with these itineraries are rendered by suppliers who are not agents or employees of Reiki Center of Greater Alexandria LLC. All of the accommodations, meals, tours, transportation and/or related travel services have been made by Reiki Center of Greater Alexandria LLC only as facilitator for the individual tour member. While every effort is made to make travel arrangements with reputable suppliers, tour members’ agent, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the negligence, wrongful or intentional acts, or default of any company or individual engaged in providing these arranged services. Each passenger conveyance, tour company, hotel accommodation, restaurant, etc. is subject to the laws of the state or country where the service is provided.

Reiki Center of Greater Alexandria LLC shall not be liable, directly or indirectly, for bodily injury, property damage, or any other losses or damages for any reason whatsoever, including, but not limited to the following causes: acts of God, detention, annoyance, weather quarantines, strikes, civil disturbance, theft, negligence (including that of Reiki Center of Greater Alexandria LLC, default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

Reiki Center of Greater Alexandria LLC reserves the right to substitute hotels and leaders and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any trip prior to departure. Reiki Center of Greater Alexandria LLC is released from any and all liability for cancellation of any trip, or portion thereof, except for payment of a land cost refund as set forth in the section on “Cancellation and Refunds”. Reiki Center of Greater Alexandria LLC reserves the right to decline, to accept, or retain any person whose actions, physical health, mental condition, or general deportment impedes trip operation or rights, welfare or enjoyment of other trip members. A refund based on the cost of unused land services is the limit of Reiki Center of Greater Alexandria LLC’s responsibility.

Reiki Center of Greater Alexandria LLC is not responsible for any refunds should a presenter advertised as attending or leading a tour or conference cancel for any reason. Reiki Center of Greater Alexandria LLC is not responsible for any physical, mental, emotional, or other reaction, trauma, or ailment during the trip or occurring afterwards, that participants may experience at the sites or from any leaders, workshops, or sessions of any kind, including private sessions with facilitators or presenters. Attendance on the trip indicates acceptance of this and all other provisions of this responsibility clause.

Reiki Center of Greater Alexandria LLC has recommended the purchase of appropriate travel accident insurance, baggage insurance, tour operation carrier default protection insurance, and trip cancellation insurance, and has made available explanatory information and policies, and the travel program member has had the opportunity to purchase such insurance as protection against certain risks of travel to the planned destination. Travel program members are advised that travel insurance covers only what is included as stated in the travel insurance brochure (to be forwarded by the insurance company).

The airlines or transportation companies concerned are not to be held responsible for any acts, omissions or events during the time passengers are not on board their planes or conveyances. The passenger contract in use by the carriers concerned, when issued, shall constitute the sole contract between the airlines or transportation companies and the purchases of this travel program and/or passengers.

**Signature:** \_\_\_\_\_

**TRIP MEMBER RESPONSIBILITY:**

Trip members have the responsibility to select a trip appropriate to their abilities and interests. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing the trip by studying the itinerary and pre-departure information sent by Reiki Center of Greater Alexandria LLC, and for discussing this itinerary with their personal physician. Trip members are also responsible for bringing the appropriate clothing, supplies, and equipment as advised in the pre-departure information. Trip members are participants in group travel and are expected to hold each other in compassionate regard, and to interact with each other with respect.

**Signature:** \_\_\_\_\_