

The Hearts Center & Divine Adventures

APPEARANCE RELEASE

As a participant in the 2012 Lake Titicaca pilgrimage, you may be included in videotapes or photographs taken during this conference, or your voice may be included in audio CD's created of this event. By attending this conference, you are consenting to such use of your image and/or voice, and you hereby assign, transfer and grant to the sponsor of the conference, and anyone acting on the sponsor's behalf, the right to photograph or videotape you or create audio CD's of your voice and to utilize such photographs, videotapes and CD's for any legitimate business purpose of the sponsor.

LIABILITY RELEASE

I understand that participating in The Hearts Center's 2012 Lake Titicaca pilgrimage, including any physical activities, prayer and other spiritual work, does not take the place of any needs that I may have for a physician or other medical assistance, and that I have been advised to seek the help of a licensed health practitioner or physician for any health concerns or ailments that I may be experiencing.

I am aware that during the Program and arrangements made by the Hearts Center and Divine Adventures certain risks may occur. These risks include, but are not limited to, the hazards of traveling in foreign countries, at high altitudes, on rivers and waterways, hiking, mountain climbing, biking, traveling by air, automobile, boat, and other conveyance; forces of nature, civil unrest, terrorism; loss of or damage to personal property, injury or fatality due to high altitudes, collision with vehicle, boat, rock, log, or tree, the capsizing of boat or other vessel, accident or illness in a remote place without medical facilities, water damage due to leaking bags or other containers; exposure to weather extremes and inclement weather, and other risks and dangers which may result in serious injury or death.

To the fullest extent allowed by law, I agree to waive, discharge claims, and release from liability The Hearts Center, Divine Adventures, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of The Hearts Center, Divine Adventures, its officers, directors, employees, agents, and leaders, in any way connected with this conference. I further agree to hold harmless The Hearts Center, Divine Adventures, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant in this conference. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me during the conference.

This release covers all claims for property damage and personal injury, including claims I do not know about and claims I now have no reason to expect. This release shall serve as a release, assumption of risk and hold harmless provision for me, my heirs, executors, administrators and assigns, and all members of my family, including any minors.

I have read this document in its entirety and consent to the use of my image in any legitimate use, and I freely and voluntarily assume all risk of Injuries and Damages and notwithstanding such risks, I agree to participate in The Hearts Center's 2012 Lake Titicaca pilgrimage.

GENERAL TERMS AND CONDITIONS

Reservations: All reservations are subject to availability. A deposit is required to confirm your reservation. A check or money order may be made for deposits and balance payments. Final payment is due 60 days prior to the start date of the program. If payments are not received when due, The Hearts Center and Divine Adventures LLC (henceforth referred to as Divine Adventures) reserve the right to cancel your reservation in which case cancellation charges will apply. All payments, signed release forms and other required documents must be received prior to departure. We ask that persons come to our programs for educational reasons, and not to seek healing of any kind. Persons with health or psychiatric problems may find some programs physically and mentally trying and risky. We recommend that in case of doubt, a physician or mental health professional be consulted.

Costs: All prices are per person, double occupancy (when lodging is included). Participants requesting single accommodations will pay a supplemental single occupancy fee. If you are traveling alone and desire to share accommodations, we will attempt to match you with a roommate of the same gender. However, if a roommate is not available, you will be charged the single supplement.

Cancellations and Refunds: Due to the limited availability of space on our trips and the time required to process trip reservations within our office, your deposit will not be refundable. We strongly recommend purchasing travel insurance in order to protect yourself in case extenuating circumstances force you to cancel your trip. If you must cancel your program, all payments, less your deposit, will be refunded in full if written cancellation is received by our office 60 days before the program start date. Between 59 and 30 days the cancellation fee is 50% of the land or program cost. Between 1 and 29 days, and no-shows, the cancellation fee is 100% of land or program cost.

Responsibilities: The responsibility of The Heart Center and Divine Adventures and its affiliated companies is strictly limited. As a tour guide, Divine Adventures organizes, promotes, and sells tour programs and guiding services. Divine Adventures purchases and reserves travel services from various suppliers (collectively, "Suppliers"). Divine Adventures does not own or operate any of these Suppliers. The Suppliers providing travel services for Divine Adventures' Programs are independent contractors, and are not agents or employees of Divine Adventures. As such, Divine Adventures is not responsible for any negligent or willful act or failure to act of any Supplier or of any third party. Divine Adventures is not responsible for any purchases you make during your trip, whether that merchant is part of the scheduled itinerary or not. By utilizing the travel services of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither Divine Adventures nor any representative of Divine Adventures shall be liable.

The Hearts Center and Divine Adventures reserve the right to accept or reject any person as a participant at any time, and to make changes in the itinerary whenever deemed necessary for the comfort, convenience, and safety of our participants, and to cancel a program at any time. In the event a program is cancelled, The Hearts Center and Divine Adventures shall have no responsibility beyond the refund of monies paid to it by program participants as listed. By registering, the participant agrees that neither The Hearts Center, Divine Adventures nor its affiliates shall be liable for any damages, loss or expense occasioned by any act or omission by any supplier providing services to any program participant.

Participant's Responsibilities: As a participant, you are responsible for determining if the Program is appropriate for your abilities and interests. You must determine whether you are in a satisfactory state of health to undertake the Program's itinerary. You must assess your physical, mental and emotional state and prepare appropriately in order to maximize your experience. Participants must follow normal, accepted social behavior and act respectfully towards other participants, Divine Adventures employees, agents and contractors and the local people. It is important that you are ecologically aware and act in a manner that lessens your impact on the natural environments visited during the Program.

Passports and Visas: A valid passport is required for U.S. citizens traveling on our international trips. You will be notified if your destination requires a visa for U.S. citizens. All passports must contain at least five blank pages and must be valid for six months after the completion of your trip. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their trip, as The Hearts Center and Divine Adventures are not responsible for providing you with this information or documentation.

Air Arrangements: The Hearts Center and Divine Adventures are not responsible for national or international flight arrangements. However, some flights may have time restrictions in order to meet the itinerary. In order to ensure timely passage, The Hearts Center or Divine Adventures should review all airline schedules before purchase.

I have read and agree with these terms, conditions and releases and hereby release The Hearts Center, Divine Adventures, their agents, contractors and affiliates from and against any and all liability arising from my participation in the Program.