

# KATHY SOUTH TRANSFORMATIONAL HEALING LLC

## Trips to John of God

Katherine South  
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### 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 trip 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; 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 Kathy South Transformational Healing LLC, its affiliated organizations and their employees or other agencies.

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 Kathy South Transformational Healing 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 Kathy South Transformational Healing 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 trip.

I THEREFORE AND HEREBY RELEASE AND DISCHARGE KATHY SOUTH TRANSFORMATIONAL HEALING LLC AND ITS AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS, INCLUDING NEGLIGENT ACTS OR OMISSIONS ON THE PART OF KATHY SOUTH TRANSFORMATIONAL HEALING LLC OR ITS AFFILIATED AGENTS 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 Kathy South Transformational Healing LLC be liable to any trip participant for more than the cost of the trip applied and paid for as stated in this document. All applications are subject to acceptance by Kathy South Transformational Healing LLC. Upon acceptance of my application, this agreement shall be deemed to have been entered into and to be performed at York PA and shall be construed according to the laws of the State of Pennsylvania. 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 Pennsylvania. 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 Pennsylvania.

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

## TERMS AND CONDITIONS FOR BRAZIL

### **INCLUDED:**

The travel fees and costs 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 as a group. Kathy South Transformational Healing 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”.

<b>Trip Rates</b>	<b>Occupancy Per Person</b>
<b>2 weeks</b>	\$1,850
<b>1 week</b>	\$1,450

### **NOT INCLUDED:**

International airfare, Carlton Hotel night in Brasilia, meals before first day of trip, items of a personal nature such as laundry, hotel staff tips, 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 listed above, including the initial deposit paid at least one week before date of departure for the trip. Payments are by personal check, money order or cashier’s check. Authorized credit card payments via Square will incur surcharge to the trip fee.

If Kathy South Transformational Healing LLC has specifically offered a participant the option of a payment plan for the 2-week trip, \$900 must be received at least two weeks before date of departure and the balance paid within 60 days from date of departure. It is at the discretion of Kathy South Transformational Healing LLC if a payment plan is offered to a participant. If a payment plan has not been offered, the standard payment policy in previous paragraph applies.

### **CANCELLATION AND REFUNDS:**

If cancellation occurs 40-60 or 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. Cancellation 15 days or less before departure will result in no refund as is the case with a cancellation on the day of departure. All cancellations must be made to Kathy South Transformational Healing LLC in writing. Any refund requests must be made in writing to Kathy South Transformational Healing LLC within 30 days of the return date.

Kathy South Transformational Healing 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 impede trip operations. Kathy South Transformational Healing LLC is not responsible for a participants flight refund and requires participants to purchase trip insurance in case of trip cancellation.

Any refund of a participant’s trip payment prior to trip cancellation shall release Kathy South Transformational Healing LLC from any further liability. A participant credit for a later trip shall release Kathy South Transformational Healing LLC from any further liability. A trip cancellation due to insufficient sign-up would normally occur at least one month prior to departure.

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**RESPONSIBILITY/LIMITATION OF LIABILITY:**

Kathy South Transformational Healing LLC is a Pennsylvania limited liability company with its principal place of business in York, Pennsylvania. All of the accommodations, meals, transportation and/or related travel services have been made by Kathy South Transformational Healing LLC only as facilitator for the individual trip member. While every effort is made to make travel arrangements with reputable hotels, Kathy South Transformational Healing LLC 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, hotel accommodation, restaurant, etc. is subject to the laws of the state or country where the service is provided.

Kathy South Transformational Healing 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, civil disturbance, theft, negligence (including that of Kathy South Transformational Healing LLC), default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

Kathy South Transformational Healing LLC reserves the right to substitute hotels and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any trip prior to departure. Kathy South Transformational Healing LLC is released from any and all liability for cancellation of any trip, or portion thereof, except for payment of a refund as set forth in the section on "Cancellation and Refunds". Kathy South Transformational Healing 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.

Kathy South Transformational Healing LLC is not responsible for any physical, mental, emotional, or other reaction, trauma, or ailment occurring during or after a trip that participants may experience at the sites. Attendance on the trip indicates acceptance of this and all other provisions of this responsibility clause.

Kathy South Transformational Healing LLC has recommended the purchase of appropriate travel medical and trip 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 or website.

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 Kathy South Transformational Healing 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:** \_\_\_\_\_

**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 Kathy South Transformational Healing 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**