



## Terms and Conditions Caya Shobo SAC (“Caya Shobo”)

All reservations at Caya Shobo are offered subject to our standard terms and conditions, set forth below. Upon making a reservation with Caya Shobo, you are deemed to be accepting all “Terms and Conditions.”

### **Reservation:**

You (“the customer”) can reserve a stay at Caya Shobo by calling +51-916-678-184 or +1-250-930-7171, by booking online at our website: [www.cayashobo.com](http://www.cayashobo.com) or by sending an e-mail to [team@cayashobo.com](mailto:team@cayashobo.com) with your full contact information, the retreat or package stay reference, and the dates of your stay.

Caya Shobo reserves the right to determine if you are available to receive treatment and/or attend ceremonies and/or other activities at our facilities. After signing up for a stay at Caya Shobo, you will be asked to confirm your registration by paying a deposit and completing an online Medical Questionnaire. Upon review and approval of your Medical Questionnaire, confirmation of your stay will be sent by email and include the details of your stay.

### **Payment, Deposit and Cancellation**

It is the customer’s responsibility to check the reservation and ensure that the particulars contained therein are correct.

The customer shall pay Caya Shobo a non-refundable, non-transferable deposit in the sum of 50% of the total amount due for each person named in the reservation. Caya Shobo accepts Visa, MasterCard and American Express via online payment, or international bank transfer.

The balance of monies due shall be paid by the customer to Caya Shobo not less than 1 month prior to the commencement of reservation. Bookings within the last month prior to the commencement of reservation must be paid in full at time of booking.

If payment of either the deposit or the balance is not received by the due date Caya Shobo reserves the right to cancel the reservation and retain the deposit. In the event of cancellation by the customer, regardless of the circumstances, the following refund fees, minus the deposit (which is non-refundable), will apply.:

- Cancellation 2 weeks or less before due arrival date, 0% refund
- Cancellation 2 weeks to 1 month before due arrival date, 25% refund
- Cancellation 1 to 2 months before due arrival date, 50% refund
- Cancellation more than 2 months before due arrival date, 100% refund

Caya Shobo is not held liable for flight costs. It is your responsibility to ensure that you have all relevant travel documentation and you arrive at the airport in time. Caya Shobo is not responsible if you lack the required documentation for your flight or for entry into another country (valid passport for the entire duration of your stay and return travel, visa, entry fee, etc.). If you are unsure of your requirements and need assistance, you are welcome to contact us.

Caya Shobo accepts no responsibility for delay or cancellation of any flights, train, buses or other forms of transport. We strongly recommend that all customers have adequate travel, cancellation and medical insurance for the duration of the trip.

Caya Shobo reserves the right to cancel any retreat at any time for any reason determined at our sole discretion, including too few participants, or if the quality of the retreat or the safety of the participants is deemed by Caya Shobo to be compromised. In such a case, refund of payments received from reservations shall constitute full and final settlement and release of all claims against us. In the event of cancellation, Caya Shobo is not responsible for any loss incurred due to nonrefundable or non-transferable air tickets or other unrecoverable travel costs.

Caya Shobo reserves the right to offer discretionary discounts and this does not affect the status of any guests who have paid the full price and no discount will then become due to them. In the event you decide to downgrade your accommodation after payment has been made, you will not be entitled to any refund. If you wish to upgrade the new price will apply.

Payment for any additional items purchased during your stay (such as massage, perfumes, plant treatments, off-site adventures, etc) must be paid in full by cash or a credit card payment prior to your departure from Caya Shobo.

#### **Room Configurations:**

Room configurations are set prior to arrival on a first-come, first-served basis. You may request to share a room with a friend and one will be granted if still available. If your friend cancels, we will do our best to pair you with a compatible roommate. If you plan to book shared room accommodations, it is best to book and pay for both parties at time of booking.

#### **Centre Policies:**

All guests at Caya Shobo are required to follow the centre policies. These may include noise restriction, public access, care of property, privacy and consideration of other guests, and more.

The customer shall not use the property except for permitted use and shall not use the property for any offensive, noisy, dangerous, illegal, entertainment, immoral or improper purposes. The customer shall not do anything which may be a nuisance or annoyance to Caya Shobo and its guests, staff or owners. The customer shall keep all Caya Shobo fixtures, fittings, furniture and effects in a clean and good condition and shall replace any articles which are destroyed or missing with articles of a similar kind and of equal value.

Caya Shobo reserves the right at its sole discretion to terminate use of the property or any of its facilities by the customer in the event of any breach of these terms and conditions. The customer will be required to vacate the property and Caya Shobo shall not refund payment or accept any consequential liability damages or loss.

Caya Shobo cannot accept any responsibility for loss or damage of personal possessions or valuables of the customer. Upon check-in, all valuable items may be placed in the Caya Shobo safe at the customer's discretion. Please limit your valuables, as traveling with such valuables will be your complete responsibility.

Caya Shobo reserves the right to alter any facility accommodation or program activity.

In the event of a customer having any complaint then he/she will not discuss this with any third party and shall notify the manager as soon as possible.

### **Copyright and Use of Website:**

Caya Shobo retains all copyright license rights and sole exclusive ownership of the information, photographs and material displayed on its website and obtained during the retreats or package stays. The material may not be modified, copied or used in any other way without first obtaining written permission from Caya Shobo.

Any user of the website has to be 18 years of age or older and agrees to be entirely financially responsible for all charges and other fees arising from use of the website.

Caya Shobo accepts no responsibility for keeping the website up to date and will not be liable for any loss by its failure to do so. We are not responsible for the contents of any links displayed on our website.

### **Privacy Policy**

We respect your privacy, both personal and informational. Caya Shobo will keep all information that we collect from you secure, and will not provide this information to any third party providers. In order to prevent unauthorized access or disclosure of your personal information, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

We are committed to creating special memories for you during your retreat, and that includes having an on-site photographer and/or videographer to capture any special moments. If you are not comfortable having your picture taken, please let us know in advance. Otherwise you authorize Caya Shobo to use any and all photos for Social Media and Marketing purposes. Please feel free to contact us should you have any further questions.

### **Acceptance of Terms and Conditions:**

By making a booking with Caya Shobo, you accept on your behalf and all those named on the booking to be bound by these Terms and Conditions, including the general release of liability and the assumption of risk, described below.

### **Health & Safety, Assumption of Risk, Release of Liability**

Caya Shobo shall not be liable for any failures beyond its control. This covers natural disasters, war, 'acts of God', closure of airports, civil strife, accidents or failure to perform by third parties, including suppliers and subcontractors.

The customer must comply fully with all and any health and safety regulations introduced by Caya Shobo, including dietary guidelines. The customer must ensure that he/she is medically and physically fit and able to use our facilities and participate in activities. Furthermore, it is required that you have the proper personal and health insurance to cover your needs while present at Caya Shobo, in case of any loss of property, illness, injury or death.

By agreeing to these Terms and Conditions you acknowledge that you have voluntarily applied to stay at Caya Shobo SAC, a Peruvian corporation. You understand that you may be traveling to a foreign country and that you will participate in various activities. You are prepared to

assume the risks associated with this travel, including: forces of nature, terrorism, civil unrest, war, accidents, personal injury and similar circumstances.

You also acknowledge that you are aware that participation in activities at Caya Shobo may involve the ingestion of the entheogen known as Ayahuasca and/or other plants. You acknowledge that your participation in activities at Caya Shobo may be physically, mentally, emotionally or spiritually demanding. You understand that you may experience dizziness, nausea or other physical upsets including vomiting and diarrhea. You accept full responsibility for anything that may occur including emotional disturbance, mental disorientation and any and all possible manifestations of physical, emotional and mental changes. You acknowledge that you choose to attend the ceremonies and other activities at Caya Shobo as a result of your own research and interest and that your participation in the ceremonies and therapeutic treatments at Caya Shobo is entirely voluntary. You accept that Caya Shobo makes no claim or promises about the curing of illness of any kind, or about the nature of any spiritual experience which you understand is entirely personal.

You also acknowledge that you are aware that the list of substances contraindicated with consumption of Ayahuasca and other therapeutic plant treatments at Caya Shobo includes, but is not limited to, SSRIs, SNRIs, pain medication, cold and sinus medication, decongestants, nasal sprays, hay fever medications, diet pills, heart medication, amphetamines, MDMA and other drugs and substances. You acknowledge that you have provided full details of any and all drugs or medications (over the counter, or otherwise) you have taken in the past 12 months in your responses to the Medical Questionnaire.

You acknowledge that the information you have provided in your Medical Questionnaire is accurate and you assume all responsibility for any consequences for incomplete or false information in your responses. You certify that you do not have any physical condition or disability that would create a hazard for you or other participants during your stay at Caya Shobo and you acknowledge that you are medically and physically fit and able to participate in any activities scheduled during your stay and in which you plan to participate. Customers who have injuries or illnesses are advised to seek doctor's advice before participating in Ayahuasca ceremony or plant therapeutic treatments.

You hereby agree to take full responsibility for your own actions, safety and welfare, including unanticipated events, injury, illness, emotional trauma, moral injury or death. In case of injury, loss or damage you hereby release and discharge Caya Shobo SAC, a Peruvian corporation, its shareholders, directors, officers, agents and employees, its associates, sub-contractors, volunteers, family successors and other participants, and you agree to waive all rights to seek or receive compensation from and against any and all liability, loss, cost, expense or damage arising, directly or indirectly, from your stay at Caya Shobo, including your participation in any program activities. You further agree to defend and indemnify them from any claims, suits and demands. This agreement is binding upon yourself, your spouse, your parents, family, heirs, executors, administrators, agents and assigns.

### **Jurisdiction**

These terms and conditions shall be governed by Peruvian Law and the parties consent to the exclusive jurisdiction of the Peruvian courts in all matters regarding them.

**\*All policies and terms and conditions may be subject to change without notice.**