

## **RESPONSIBILITY/ LIMITATION OF LIABILITY**

**Baja Cleanse – Baja California Sur, Mexico**

**Trip leader: Tanya Benyo**

<http://bajacleanse.com>

**Baja Cleanse, Tanya Benyo**, a California operation with its principle place of business in California, gives notice that services provided in connection with these itineraries are rendered by suppliers who are not agents or employees of **Baja Cleanse, Tanya Benyo**. All of the accommodations, meals, tours, transportation and/or related travel services have been made by **Baja Cleanse, Tanya Benyo** only as an agent for the individual tour member. While every effort is made to make travel arrangements with reputable suppliers, a tour member expressly agrees that **Baja Cleanse, Tanya Benyo** 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.

**Baja Cleanse, Tanya Benyo** shall not be liable, directly or indirectly, for bodily injury or property damage 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 negligence of **Baja Cleanse, Tanya Benyo**, default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

**Baja Cleanse, Tanya Benyo** reserves the right to substitute hotels and group leaders and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any trip prior to departure. **Baja Cleanse, Tanya Benyo** is released from any and all liability for cancellation of any trip, or portion thereof, except for payment of a land cost as set forth in the section on "**Cancellation and Refunds.**"

**Baja Cleanse, Tanya Benyo** reserves the right to decline to accept or retain any person whose actions, physical health, mental condition or general deportment impede 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 **Baja Cleanse, Tanya Benyo** responsibility.

**Baja Cleanse** is not responsible for any refunds should a presenter advertised as attending or leading a tour or conference cancel for any reason. However should **Tanya Benyo** choose to cancel his/her participation in this journey for any reason, every effort will be made to refund your deposit and payments made which have not been previously sent to foreign and air travel suppliers as outlined above.

**Baja Cleanse, Tanya Benyo**, is not responsible for any physical, mental, emotional, or any 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.

**Baja Cleanse, Tanya Benyo** 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 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.

The airlines or transportation companies concerned are not 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 purchase of this travel program and/or passengers.

### **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 for this trip by studying the itinerary and pre-departure information sent by **Baja Cleanse, Tanya Benyo** and for discussing this itinerary with their personal physician. Trip members agree to accept and abide by all the terms and conditions outlined in the "Terms and Conditions" document for this journey. Trip members are responsible to obtain any required travel documents and visas if necessary and to make sure all documents are current and up to date. Trip members are responsible for complying with any health requirements and vaccinations of any countries visited on this journey. Trip members are also responsible for bringing the appropriate clothing, medicines, 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.

By signing I agree to the terms in this document:

\_\_\_\_\_ Date: \_\_\_\_\_