

Yoga & Sound Workshop, February 25 to March 11, 2009, in Rishikesh, India
Application Form including Terms and Conditions (Revision 3)

1. DEFINITIONS: In this *Application Form*,

- a. "Organizers" means Ramanand Patel (the yoga teacher), Pandit Mukesh Desai (the music teacher), Ms. Nila Patel (organizational assistant in USA), and Ms. Naina Chhaya (organizational assistant in India).
- b. "Client" means the person who signs this *Application Form*, including the non-participating spouse or friend or family member.
- c. "Workshop" includes all activities related to this "Yoga and Sound" workshop, including but not limited to yoga classes, music classes, tuition, boarding, lodging, travel, sightseeing, etc., while resident at the ashram in Rishikesh. It does not include arrival to and departure from Rishikesh.

2. CONTACT ADDRESSES: The contact address for all inquiries with regard to the application, registration, cancellation and general administration is:

Ms. Nila Patel

4926 Maranatha Way

Allentown, PA-18106

Phone: 610-706-3196

Email: <mailto:nilasur@aol.com>

The contact addresses for all inquiries with regard to the workshop format are:

Ramanand Patel

5111 Selinda Way

Los Gatos, CA-95032

Phone: 415-665-8560

Email: <mailto:yogirama@aol.com>

<http://www.yogirama.com>

Mukesh Desai

Arsha Vidya Gurukulam

P O Box 1059

Saylorsburg, PA-18353-1059

Phone: 570-994-2522

Email: <mailto:tunemukesh@yahoo.com>

3. Each client applying to participate in this workshop must accept the terms and conditions set forth in this application by signing and submitting this *Application Form*. Each client is bound by these terms and conditions. All applications, registrations and cancellations are made between the client and the organizers in accordance with these terms and conditions.

4. No person has the authority to vary these terms and conditions on the organizer's behalf.

5. All applications, registrations and cancellations must be made in writing and mailed to Ms. Nila Patel. Each client must make a copy of the form for the client's records before submitting the form or the cancellation request.

6. ACCEPTANCE OF APPLICATIONS: The organizers reserve the right to accept or reject any application without giving any explanation. If the application is not accepted the client will be reimbursed any payment made to the organizers. The client will not be entitled to any other payment or compensation.

7. CANCELLATION BY THE CLIENT: To cancel, the client must send a written request to Nila Patel. If the client is wait-listed a full refund will be given. If a client is not wait-listed and the cancellation request is received on or before September 15, 2008, there will be a cancellation charge of \$50; for requests received after that date there will be no refund.

8. CANCELLATION BY THE ORGANIZERS: The organizers reserve the right to cancel the workshop for any reason before September 15, 2008 except in the case of force majeure. Force majeure is an unusual or unforeseen circumstance outside the organizers' control. In the event of a cancellation due to the case of force majeure, the client will receive a full refund minus nonrefundable deposits paid by the organizers. All payments made to any party in India including helpers, assistants, ashrams, hotels, travel agencies, and airlines will be considered nonrefundable deposits unless and until the organizers receive refund of such payments. In the event of a cancellation due to any reason the client will not be entitled to make any further claims for compensation or damages for any loss, consequential or incidental damages, expense, loss of time or inconvenience which results from such cancellation.

9. LOCAL CONDITIONS: Due to political and cultural differences, as well as generally tougher physical conditions, travel to the areas to be visited involves risks other than those taken in daily life. The client agrees to become aware of the risks involved, and be responsible for making all plans accordingly.

10. UNUSED SERVICES: There will be no refunds for unused services unless agreed to beforehand.

11. ARRIVAL AND DEPARTURE: Each client must register for a minimum of one week. A client who has attended a "Yoga and Sound" workshop offered by Ramanand Patel and Pandit Mukesh Desai may begin the one week at any time on or before March 4, 2009. A client who has not attended such a workshop must begin on the first day (February 26, 2009). The workshop will be held at:

Swami Dayananda Ashram, Purani Jhadi, Post Box No 30, Rishikesh, India 249 201
Email: dayas1088@hotmail.com <http://www.arshavidhyapitam.org/>
Phone/Fax: (0)135-2430-769. Dial the first (0) only when calling from within India.

Do **NOT** contact the ashram for registration or cancellation. Ashram phone and E-mail are for use in an emergency only.

12. INITIAL TRAVEL TO RISHIKESH FROM NEW DELHI: Organizers are not responsible for the travel or accommodation stated in this item 12. However, the organizers will help with information on hotels in Delhi and ground transportation to Rishikesh. All expenses associated with this INITIAL TRAVEL TO RISHIKESH as well as the overnight

accommodation will be paid for by the client in addition to the “FEES” stated in item 21 of this *Application Form*. A similar help will be given for the final departure from Rishikesh.

13. FLEXIBILITY: The client appreciates and acknowledges that the nature of this type of workshop in India requires flexibility and will allow for alternatives. The outline of itinerary and outings described for this workshop must therefore be taken as an indication only of what may be accomplished and not as a contractual obligation on the part of the organizers. The client understands that routes, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable circumstances.

14. ACCEPTANCE OF RISK: This workshop held in a remote setting in India is designed to provide the client with an exposure to the true nature of the environment visited and therefore involves an element of personal risk and exposure to potential hazards over and above those associated with such workshops in USA. The client acknowledges that the nature of the workshop is adventurous and accepts all associated risks.

15. AUTHORITY OF THE ORGANIZERS: At all times the decision of the organizers or their appointees will be final on all matters likely to endanger the safety and well being of the clients. At all times each client must strictly comply with the laws, customs, currency (exchange) and drug regulations of all countries visited. If the client's action fail to honor such regulations, or should the client interfere with the well being of the other clients or the organizers, the latter reserve the right to immediately expel the client from further participation in any aspects of this workshop; in that event the client will not be entitled to any refund, compensation or consideration.

16. TRAVEL TO AND FROM INDIA: It is the client's responsibility to make all necessary arrangements for travel to and from India. The client must be in possession of a valid passport and all visas, permits and certificates required for the whole of the journey; the client accepts responsibility for obtaining the same. Information or advice given or arrangement made by the organizers on travel, group travel, visas, vaccinations, climate, clothing, baggage, food, local medicines, local conditions, special equipment, etc., is given or made in good faith but without responsibility on the part of the organizers. In order to avoid any loss in the event of cancellation of the workshop, the client must not obtain the visa nor purchase the ticket too early. The letter of acceptance will include more information on these matters.

17. INSURANCE: It is the client's responsibility to obtain personal travel, health and other insurance. The client accepts full responsibility for insurance up to limits that the client may require to cover personal accident, medical expenses, air ambulance, loss of effects, repatriation costs and all other expenses and risks. The client acknowledges that the FEES or any other payment to the organizers does not include the cost of any insurance.

18. OTHER ACTIVITIES: If there is enough interest the organizers will help to plan additional activities such as shopping trips, sight-seeing, trekking, hiking, bird-watching, Indian cooking classes and such other activities. These activities are not a part of the workshop, will involve additional costs and the organizers do not accept any liability with regard to such activities.

19. VALIDITY OF THESE TERMS AND CONDITIONS: The client understands that in the event that any part of these terms and conditions is judged to be invalid by any court, the rest of the provisions and stipulations will be considered valid and applicable as though the invalid part was not included.

20. RESPONSIBILITY: Notice is hereby given that all arrangements made on behalf of the clients participating in all the activities associated with this workshop are made by the organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity that might be occasioned through acts of any company and/or persons engaged in carrying out the arrangements and services of this workshop. The organizers acting as agents for transport companies, ashrams, hotels, other contractors, and providers shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in any equipment used in yoga or in music or a vehicle or any other form of conveying a traveler, acts of God, detention, delays or expenses arising from quarantine, strike, theft, force majeure, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, scooter, beast of burden, rickshaw, motor vehicle or any other form of transport or in any hotel, guest house, ashram, pension, or other form of accommodation.

21. FEES: **Fees** for boarding, lodging, & tuition from 25th February (arrival after lunch) to date of departure (departure after lunch) are:

Double occupancy: \$1200 for one week (till March 4)
 \$1900 for two weeks (till March 11)

Single occupancy: \$1400 for one week (till March 4)
 \$2100 for two weeks (till March 11)

A non-participating client wishing to join may not take part in any of the classes; fee for such non-participating client will be 75 percent of the above fees. For a child under the age of 12 the fee will be 50%.

DISCOUNT: For every additional applicant that the client brings to the workshop, and who is accepted by the organizers, and who registers and completes the workshop, the client will earn 5 percent of the total fee paid by the client and such additional applicant. This discount will be processed at the end of the workshop. This discount will not apply for non-participating clients. To claim such a discount the additional applicant must state the recommending person's name on his/her *Application Form*.

22. To register before September 15, 2008 include deposit of \$500 per client with the completed *Application Form* (you need mail page 6 only). The balance is due on September 15, 2008. For cancellation refer to the terms in items 7 and 8.

23. Each client must sign this form (page 6) and return a copy with an original signature to the organizers. Make a copy for your records before mailing. Please include all the particulars on the form. The completed form may be mailed at any time. However, please do not send any payment until January 1 2008. If applying after January 1, 2008 please send a payment as described in FEES above in item 21.

24. ACCEPTANCE & ACKNOWLEDGMENT OF THE *TERMS AND CONDITIONS*: Client's signature on the page 6 will mean that the client has read, has understood and accepts all the *Terms and Conditions* as detailed herein for participation in this workshop from February 25 to March 11, 2009 (or any part of it), in Rishikesh, India.

Please send one page per person with original signature. If the client is a minor, a parent or legal guardian must sign the application on behalf of the client.

Please mail the completed form to:

Nila Patel
4926 Maranatha Way Phone: 610-706-3196
Allentown, PA-18106. E-mail: Nilasur@aol.com

Please Use separate form for each person. If the client is a minor, a legal guardian or parent must sign the form.

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I accept of all the *TERMS AND CONDITIONS* (Items 1 thru 24) for this workshop in Rishikesh, India, in 2009.

Signature:- _____ Date: _____

Name: (Print as it is in Passport stating Male/Female/Child) _____

Address: _____ Apt. _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Fax: _____ Email: _____

Recommending person for discount if any _____

Type of occupancy: (double, single, spouse, friend, child). For double occupancy state the name of the person you would like to share the room with. If no such name is indicated, one will be assigned to you. _____

If registering for less than two weeks, state the dates: _____

I enclose \$_____ for ___ (no. of person(s)). (Make check payable to Ramanand Patel)
Send me information on the sight-seeing trip after the workshop. Circle one: YES / NO

To pay by PayPal or Credit Card, choose the appropriate line below and then use the BUY NOW Button. Then complete the following line and mail this page with original signature to Nila Patel. (This is available on Internet only).

I have paid the above amount by using BUY NOW Button on (date): _____.

In the event of an emergency, please contact:

Name of contact person:

Phone of contact person: E-mail: