



Travel Agreement for 2018 Golden Elixir China Tour

Thank you for your interest in this journey of learning and discovery with the Institute of Integral Qigong and Tai Chi (IIQTC).

This Travel Agreement (“Agreement”) is voluntarily and knowingly entered into by the undersigned (“you”) and Health Action Inc. dba IIQTC (Institute of Integral Qigong and Tai Chi), a California company with an address of 5276 Hollister Avenue, Suite 257, Santa Barbara, CA 93111. Hereafter, in this agreement, Health Action Inc. dba IIQTC, will be noted as HAI dba IIQTC.

The key to the greatest success of a travel event that requires formidable and multilevel planning is a succinct travel agreement. Thank you for taking the time to read this carefully. Such documents require the announcement of a diverse array of conditions and situations that are very unlikely, but that are possible.

We have used this agreement for past trips. Everyone has agreed with the items, and fortunately, we have had very positive experiences. Some of the language here has a rather official tone, however it is important to insure that you understand that such language is included to assure that the many, many possible situations and improbable incidences are proactively mentioned — even though none of these items have ever actually been experienced on our trips.

WHEREAS, HAI dba IIQTC is a mind-body training organization that organizes training in Qigong and Tai Chi and visits domestic and foreign countries to experience the origins and cultural heritage of classic teachings of Traditional Chinese Medicine, Tai Chi, and Qigong;

WHEREAS, you are an experienced traveler who wishes to participate in the HAI dba IIQTC “Journey” specified on the last page of this Agreement;

WHEREAS, it is a condition of your participation in the Journey that you enter into this Agreement, HAI dba IIQTC cannot agree to your participation in the Journey unless you agree to the terms of this Agreement in writing.

WHEREAS, it is to be recognized by all parties that the amount of time, effort, and energy required to produce an international travel adventure opportunity such as this is of great magnitude.

It is acknowledged that there are often both actual and non-actual reasons why a trip might happen to be planned for dates that coincidentally overlap with a wide array of unfavorable circumstances including unusual weather, international conflict, real or imagined epidemics, etc., it is therefore understood why the cancellation policy for this event, in section 4, is very restrictive.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the sufficiency (means that you have sufficiently explored the items) of which consideration is acknowledged by both parties, the parties agree to the terms set forth below.

Section 1. Your Acknowledgements

You acknowledge and understand that the Journey will involve travel by train, airplane, bus, and "on foot" in remote areas of China. You further acknowledge and agree to all of the following:

- (a) That your participation in the Journey is completely voluntary;
- (b) You acknowledge, accept, and assume all risks, known and unknown, associated with the Journey including, without limitation, those risks identified in this Agreement;
- (c) You accept full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to you and/or members of your family;
- (d) You accept full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to others caused by you during the Journey;
- (e) You will be engaged in activities involving hiking (mild, unless you chose alternative paths), walking, mind-body practice and other potentially dangerous recreational activities;
- (f) There are significant risks and dangers involved with travel in foreign countries and that mind-body practice though deemed safe can be associated with physical reactions and cultural associations;
- (g) Weather, at any time, without warning, and for no reason, can be unpredictable;
- (h) Transportation vehicles can fail;
- (i) Large cities will also be visited where safety, robbery, and language are of concern;

- (j) Weather, terrain, animals, and/or people and other travelers on the Journey may adversely affect how our group is treated;
- (k) That HAI dba IIQTC has hereby strongly advised you to be in good physical condition, and aware of personal safety at all times;
- (l) That the Journey will sometimes be in rural or wilderness areas, and otherwise remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are at a considerable distance from doctors, hospitals, and any type of medical help or assistance and that you are always able to decline an activity or elect to take a period of rest;
- (m) That although medical personnel may accompany you on the Journey, such medical personnel have only a general medical background, have access only to rudimentary medical equipment, cannot provide a full range of medical services or any specialty medical service or procedure, and have access only to a limited selection and quantity of medical supplies and drugs;
- (n) That although medical facilities may be present in the country or countries visited, such facilities may not rise to the standards of North American medical facilities;
- (o) As the Journey will sometimes be in remote areas, that police or other security personnel may not be available;
- (p) That due to political, economic, and other factors, local disturbances, riots, acts of terrorism, or other dangerous situations may occur;
- (q) That the foregoing risks, and unnamed others are inherent with adventure travel and activities associated with visiting China, which risks may include risks that cannot be anticipated, controlled, or eliminated;
- (r) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family.

Section 2. Your Release of Liability and Your Indemnification Obligations

- (a) You do hereby completely release, acquit, and forever release and discharge the HAI dba IIQTC, and its successors and assigns; its officers, managers, owners, agents, employees, contractors, guides, and volunteers; and their respective personal representatives, heirs, successors and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever and howsoever arising known now or which may become apparent in the future which may be brought

by you, members of your family, any third person, and the personal representatives, heirs, successors and assigns of any of the foregoing.

- (b) You, for yourself and for your personal representatives, heirs, successors and assigns, hereby agree to fully indemnify, defend, and hold forever harmless the HAI dba IIQTC, and its successors and assigns; its officers, managers, owners, agents, employees, contractors, guides, and volunteers; and their respective personal representatives, heirs, successors and assigns (each an "Indemnified Party") against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against any Indemnified Party by any person or entity which is based on, related to, or in any way connected with this Agreement or your participation in the Journey or any HAI dba IIQTC program or activity.

The release and indemnification obligations described in this Section 2 include, without limitation:

- Trip cancellation;
- Property damage;
- Bodily and personal injuries
- Illnesses, paralysis, and death to you or members of your family;
- Emotional distress;
- Loss of consortium;
- Loss of companionship;
- Loss of income and profits;
- All claims or causes of action whether based on tort, negligence, contract, or any other theory of recovery whether legal or equitable.

- (c) In the interest of assuring that you do act on the opportunity to insure against some areas that are traditionally insurable in the context of adventure travel, the HAI dba IIQTC strongly suggests that you investigate travel insurance. Typically there are two contexts –

Option 1. Insurance to cover what occurs on the trip — including medical, injury, sickness, evacuation, etc;

Option 2. Insurance to cover that which might occur previous to departure — usually trip cancellation.

Option 1 is usually very inexpensive, and based on age. Option 2 is usually more expensive and based on the total cost of the trip. **The digital confirmation of agreement to the terms of this document in the Registration Interview is proof that you have made a decision, and it acknowledges that you will carry your certificate of insurance with you.** It is safest, of course, is to buy both.

HAI dba IIQTC will not cancel this trip unless catastrophic conditions emerge forcing cancellation. If you feel you will not need to cancel yourself, then the basic insurance may fit your needs. HAI dba IIQTC cannot counsel you further on this and will not be responsible for insisting or reminding that you address this. *Your digital confirmation is acknowledgement that you have taken full responsibility.*

Several Insurance companies that have comparable fees and are rated well by industry standards are below — you may wish consult your own insurance agent for guidance. HAI dba IIQTC cannot recommend anything further in this regard.

AIG

<https://mvp.travelguard.com/>

Allianz

<https://www.allianztravelinsurance.com/>

TravelEX

<https://www.travelexinsurance.com/>

World Nomads

<https://www.worldnomads.com/>

Section 3. HAI dba IIQTC's Obligations

An HAI dba IIQTC Representative will:

- (a) Meet you at the "Departure Point" at the "Departure Time;" there will be a specific U.S. "Point" and a specific "Point" in China for those traveling separately;
- (b) Provide all accommodations, access to potable water (you may have to purchase this in certain settings), limited beverages other than water, meals (three per day), land transportation, and guides while on the Journey; direction on the transport and distribution of any necessary relief supplies;
- (c) Make available to you limited regional medical personnel on the Journey;
- (d) Provide limited entertainment while on the Journey;
- (e) Return you to the "Return Point" on the "Return Date."

HAI dba IIQTC will make such changes to the itinerary as HAI dba IIQTC, in its sole discretion, deems necessary to ensure the success of Journey and the safety of the participants, or for travel adventure, medical or other reasons. You agree that such changes may be made without your consent and without any advance notice to you.

In addition, you agree that HAI dba IIQTC may, without refund to you, prevent you or any other participant in the Journey from participating in the Journey, in HAI dba IIQTC s sole discretion,

because of safety or medical concerns, behavioral issues, or any other reason which may affect the success of the Journey, the comfort or security of the participants, or HAI dba IIQTC personnel, contractors, agents, and guides.

Section 4. Payment and Cancellation Policy

The cost of the Journey is set forth below and marked as the "Total Fee" in Section 7. Make your payment by Mastercard or Visa credit card, personal check, money order, or bank wire transfer.

If you purchase trip cancellation insurance:

(Which is not necessary, but is recommended) and your cancellation falls within the range of the terms of your insurance, you will necessarily pursue the recovery of funds with the insurance company. The reason for this is that the HAI dba IIQTC will have spent a major portion of your total trip cost in airline ticket costs and in China hotel deposits, as well as prepayment of the China Guides. By September 30, 2017, more than half of the trip cost will already have been spent and therefore, you can decide not to travel, but it is not possible to return funds.

If you do not purchase trip cancellation insurance:

Though it is not planned in any way, if HAI dba IIQTC should have to cancel a Journey for reasons other than natural or political catastrophe, HAI dba IIQTC's obligation to you will be limited to a refund of three quarters (3/4) of the amount of the Total Fee, due to the expense of administrative work done in good faith.

Should the trip cancel due to unavoidable natural or political catastrophe, it will be impossible to return any of the trip cost due to the fact that funds will have been expended, in good faith, prior to the cancellation. This has never happened, is very unlikely to happen, however, it is delineated here because it could happen.

You agree that if for any reason you must cancel your participation in the Journey:

(a) Three quarters (3/4) of the amount then paid by you to HAI dba IIQTC shall be refunded to you if HAI dba IIQTC receives written notice from you of your cancellation by/before September 30, 2017.

(b) One-third (1/3) of the amount then paid by you to HAI dba IIQTC shall be refunded to you if HAI dba IIQTC receives written notice from you of your cancellation by/before December 1, 2017.

(c) No amount of any payment or Total Fee paid will be refunded to you if HAI dba IIQTC receives notice of your cancellation after December 1, 2017.

Please note that any costs charged to HAI dba IIQTC associated with your payment including, without limitation, wire transfer or returned check charges, will be passed on to you for payment in full by you prior to the Departure Time.

Section 5. Your Obligations

You will ensure that you:

- (a) Are in good medical health and are physically fit as of the “Date of Departure”;
- (b) Have acquired all necessary visas to enter and remain in the country or countries in which the Journey will take place;
- (c) Have a passport valid for travel to the country or countries in which the Journey will take place and valid for at least six months beyond the Return Date;
- (d) Obtain a tourist visa for China;
- (e) Have travel insurance (trip cancellation, International medical, and medical evacuation insurance), as you deem appropriate. Such insurance is hereby recommended by HAI dba IIQTC. You and your chosen agents make this decision. HAI dba IIQTC cannot provide and further guidance.
- (f) Make your own arrangements to travel to the Departure Point and from the Return Point;
- (g) Meet HAI dba IIQTC at the Departure Point no later than the Departure Time (HAI dba IIQTC assumes no responsibility for changing any aspect of the Journey to accommodate late arrivals);
- (h) Will bring with you on the Journey sufficient quantities of your prescription medicines and documentation from your doctors authorizing you to take such medicines (this may be necessary when entering certain countries).
- (i) Will bring with you on the Journey sufficient financial resources to cover any added incidentals or purchases that you may choose to make.

Section 6. Your Representations

You hereby represent and warrant to HAI dba IIQTC that as of the date hereof and by your arrival at the Departure Point on the Departure Time you will again represent and warrant to HAI dba IIQTC that as of the Departure Time you are in good medical health and are physically fit.

In addition, with your signature to the forthcoming Registration Interview, you represent and warrant to HAI dba IIQTC that you:

- (a) Are voluntarily entering into this Agreement and participating in the Journey;
- (b) Have consulted with any legal or insurance agents and without any pressure from HAI dba IIQTC or any of its personnel, contractors, agents, and guides, waived your right to, in the future, speak with an attorney regarding this Agreement and all matters covered by this Agreement; and

- (c) Will have travel, trip cancellation, International medical, or medical evacuation insurance as you deem appropriate -- all of which insurance is hereby recommended by HAI dba IIQTC);

Section 7. Miscellaneous Provisions

This Agreement shall be deemed for all purposes to have been made in California, the location of the offices of the HAI dba IIQTC, and shall be governed by and construed in accordance with the laws of the State of California without giving effect to such state’s rules concerning conflicts of laws.

Any dispute arising hereunder or regarding any aspect of the Journey shall be brought solely in a court located in the California, and in light of the agreement and restrictions herein. The parties agree that any dispute will first be mediated through mediators of the parties choice and that in the event a court is required, such a hearing will transpire without a jury, each party hereby waives such party’s right to a trial by jury. This Agreement may not be amended or terminated without the written agreement of both you and HAI dba IIQTC

HAI dba IIQTC shall not be responsible to you for any loss or damage caused by delay in performance or failure to perform in whole or in part hereunder when such delay or failure is attributable to acts of God or other factors beyond the control of HAI dba IIQTC including, without limitation, severe weather; drought; fire; floods; earthquakes; landslides; disease, pestilence, or quarantine; strikes or other labor difficulties; governmental action; nuclear, radiological, biological, or chemical disaster; embargoes; war or acts of war; insurrection; and riots.

Journey: 2018 Golden Elixir China Trip

Departure Point (City, Country, and Name of Airport): Probably Los Angeles, CA, San Francisco, CA or Seattle, WA, USA

Return Point (City, Country, and Name of Airport): Probably Los Angeles, CA, San Francisco, CA or Seattle, WA, USA

Return Date: May 23, 2018

Total Fee USD: \$6479 (Double Occupancy)

China Portion Only: \$5329 (Ground Double Occupancy)

Total Fee USD: \$7779 (Single Occupancy);

China Portion Only: \$6329 (Ground Single Occupancy)

The undersigned has fully read this agreement, consulted with such agents as the undersigned has deemed appropriate, understands the terms and implications of this agreement, acknowledges that this agreement affects the rights of the undersigned, and, notwithstanding the foregoing, has hereby agreed to be bound by the terms of this agreement.

The place for your signature confirming your acceptance of these terms is in a web based Registration Interview that will follow your registration.

Name of Participant PLEASE PRINT HERE: _____

Date: _____ Signature of Participant: _____

Address:

Phone Number:

ACCEPTED AND AGREED: Health Action Inc. Principal

By:



Roger Jahnke OMD

Roger Jahnke, OMD, Trip Organizer

Date: July 7, 2017