



Travel Agreement for IIQTC China Trip 2013

Thank you for your interest in this journey of learning and discovery with the Institute of Integral Qigong and Tai Chi. This Travel Agreement (“Agreement”) is voluntarily and knowingly entered into by the undersigned (“you”) and Health Action Inc., the parent company of Institute of Integral Qigong and Tai Chi, a California company with an address of 5276 Hollister Avenue, Suite 257, Santa Barbara, CA 93111 (“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.

WHEREAS, 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 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 and IIQTC will not accept you as a participant in the Journey unless you agree to the terms of this Agreement,

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 and 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 cancelation 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 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 and surrounding countries. 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, 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 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 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 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 will 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 will 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 or other dangerous situations may occur;
- (q) that the foregoing risks, and others, are inherent with adventure travel and activities associated with visiting China and surrounding countries which risks may not 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 IIQTC, 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 IIQTC, 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 IIQTC program or activity.

(c) The release and indemnification obligations described in this Section 2 include, without limitation (a) property damage; (b) bodily and personal injuries; (c) illnesses, paralysis, and death to you or members of your family; (d) emotional distress; (e) loss of consortium; (f) loss of companionship; (g) loss of income and profits; and (h) all claims or causes of action whether based on tort, negligence, contract, or any other theory of recovery whether legal or equitable.

Section 3. IIQTC's Obligations

IIQTC will (a) meet you at the "Departure Point" at the "Departure Time", (b) provide all accommodations, potable water, limited beverages other than water, meals (three per day), land transportation, and guides while on the Journey, (c) direction on the transport and distribution of any necessary relief supplies, (d) make available to you limited regional medical personnel on the Journey; (e) provide limited entertainment while on the Journey; and (f) return you to the "Return Point" on the "Return Date". IIQTC will make such changes to the itinerary as IIQTC, in its sole discretion, deems necessary to ensure the success of Journey and the safety of the participants, or for 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 IIQTC may, without refund to you, prevent you or any other participant in the Journey from participating in the Journey, in IIQTC's sole discretion, because of safety or medical concerns, behavioral issues, or any other reason which may affect the success of the Journey or the comfort or security of the participants or IIQTC personnel, contractors, agents, and guides.

Section 4. Payment and Cancellation Policy.

The shared/single lodging cost of the Journey is set forth below and marked as the "Total Fee". Payment of the Total Fee is due to be paid in full by December 31, 2012. Payment may be made by credit card, personal check, money order, or bank wire transfer. Please note that any costs charged to Health Action/IIQTC associated 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. You agree that if for any reason you must cancel your participation in the Journey, (a) the full amount then paid by you to IIQTC shall be refunded to you if IIQTC receives

written notice from you of your cancellation by/before September 30, 2012. (b) one-half (1/2) of the amount then paid by you to IIQTC shall be refunded to you if IIQTC receives written notice from you of your cancellation by/before December 1, 2012, and (c) no amount of any deposit or Total Fee paid will be refunded to you if IIQTC receives notice of your cancellation after December 1, 2012. If IIQTC cancels a Journey, IIQTC's obligation to you will be limited to a refund of the amount of the Total Fee.

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) have such supplementary travel, cancellation, medical, and evacuation insurance as you deem appropriate (all of which insurance is hereby recommended by IIQTC, but not required for the Journey since minimal travel insurance is included in the price of the Journey)
- (e) make your own arrangements to travel to the Departure Point and from the Return Point;
- (f) meet IIQTC at the Departure Point no later than the Departure Time (IIQTC assumes no responsibility for changing any aspect of the Journey to accommodate late arrivals); and
- (g) 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).

Section 6. Your Representations.

You hereby represent and warrant to 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 IIQTC that as of the Departure Time you are in good medical health and are physically fit. In addition, you represent and warrant to IIQTC that you:

- (a) are voluntarily entering into this Agreement and participating in the Journey;
- (b) have consulted with an attorney or voluntarily, and without any pressure from IIQTC or any of its personnel, contractors, agents, and guides, waived your right to speak with an attorney regarding this Agreement and all matters covered by this Agreement; and
- (c) have obtained such supplementary travel, cancellation, medical, and evacuation insurance as you deem appropriate (all of which insurance is hereby recommended by IIQTC).

Section 7. Miscellaneous Provisions.

This Agreement shall be deemed for all purposes to have been made in California 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. The parties agree that a court without a jury shall hear any dispute and 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 IIQTC. 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 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: IIQTC China Trip 2013

Departure Point (City, Country, and Name of Airport): Los Angeles, CA, USA

Departure Time (Date and Latest Local Time at Departure Point): April 7, 2013

Return Point (City, Country, and Name of Airport): LAX

Return Date: April 25, 2013

Total Fee USD: \$5269 (double occupancy);

China Portion Only: \$4197 (double occupancy)

Total Fee USD: \$6279 (single occupancy);

China Portion Only: \$5097 (single occupancy)

The undersigned has fully read this agreement, consulted with such attorneys 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.

Name of Participant: _____ Date: _____

Name of Signatory If Signing on Behalf of a Minor Participant:

Address: _____

ACCEPTED AND AGREED: Health Action, Inc Principal

By: _____ Date: _____

Dr. Roger Jahnke, OMD, Trip Organizer