# **Terms and Conditions**

Thank you for choosing to book a Yamabushido training program, provided by Megurun Inc. We look forward to experiencing the mountains with you.

Please read the following information to ensure that you fully understand how payments are made, the booking conditions, the cancellation policy, the mountain weather and conditions policy, and the release of liability waiver. Full conditions for Yamabushido training programs are available in Japanese on the website as the Travel Terms and Conditions (as defined below), however the most important parts have been made available in English in this document. All conditions are covered by Japanese travel law. If there are any issues, Megurun Inc. will act in accordance with Japanese law.

# **Travel Contract**

The travel contract between Megurun Inc. (hereafter referred to as we/us/our) and the participant (hereafter referred to as you/your) is the domestic recruitment type planning travel condition document (国内募集化型企画旅行条件書) (hereafter referred to as the "Travel Terms and Conditions") stated on the Japanese website, and is legally binding between the participant and Megurun Inc. All English documents, including this Terms and Conditions, are provided for your convenience. If there is a discrepancy between the English documents and the Travel Terms and Conditions, the provisions of Travel Terms and Conditions (Japanese) will prevail. By submitting the Official Booking Form and participating in a program, you will be deemed to have agreed to the Travel Terms and Conditions.

# **Booking Procedure**

The booking procedure can be summarized as follows:



## 1. Applications and Inquiries

Once the participant makes an application or inquiry through the website or email address, Megurun Inc. will send them the following:

- a. Full program information and prices for the year.
- b. Responses to specific queries.
- c. Link to the Pre-Booking Guide.
- d. Invitation to arrange a Video Chat.

### 2. Booking

When you are ready to make a booking, you will receive a link to the Official Booking Form. You must read the Pre-Booking Guide, and complete all sections of the Official Booking Form. The Waiver Form will be provided at this point for your refence. The Waiver Form does not need to be completed until arrival. Please be aware that we may require special permission from a doctor for some participants due to health concerns. You must read and agree to these Terms and Conditions in order to complete the Official Booking Form.

Once we have received your Official Booking Form, we will send you payment requests for a two-part payment (deposit and balance) or a payment request for a once-off full payment, according to your selection in the Official Booking Form. You must make either a non-refundable deposit of 30% of the full price or the full price, to confirm your spot on the program. Bookings made within 60 days prior to program start must be paid in full at the time of booking. If the deposit or full payment is not received two weeks following the sending of this invoice, OR if we do not receive the balance or full payment 60 days prior to the start date, we reserve the right to cancel your booking. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. If more than two participants apply at the same time, priority will be given to the first participant to hand in the Official Booking Form. In this case, we will be entitled to keep all deposits paid or due at that date according to the cancellation policy.

# 3. Methods of Payment

We accept only PayPal and credit card.

# **Booking Conditions**

- 1. All participants must be over the age of 18 years at the start date of a Yamabushido program.
- 2. All participants must be able to communicate with the program controllers in English.
- 3. All participants must agree to purchase their own travel insurance.
- 4. All participants must show proof of purchasing travel insurance as soon as is feasibly possible.
- 5. Megurun Inc. will not cover costs related to pre-existing illnesses.
- 6. There is a degree of hazard in all mountain activities. All participants must sign the Megurun Inc. waiver of liability form prior to commencing any program.
- 7. Participants cannot take part in waterfall meditation if they have a heart condition, high blood pressure, or other such health problems.
- 8. Participants cannot take part in the smoke-room session if they have asthma or other breathing difficulties.
- 9. Megurun Inc. reserves the right to change or cancel any itinerary or service at any time due to insufficient enrolment, bad weather conditions, or other reasons without penalty to Megurun Inc. We do our best to keep guests informed of any changes.
- 10. The participation of any person on any program is continually subject to the discretion of the program leader and Megurun Inc.
- 11. Megurun Inc. accepts no responsibility for the actions of persons and/or companies supplying goods and/or services as part of these packages or for any extra costs that may arise from the complication or prolongation of any program for any reason.
- 12. Your physician should clear any health problems that may affect your participation in any program. It is imperative you disclose any medical condition that could put you, your guide, or others' safety at risk.

- 13. In the unlikely event of an emergency, participants may, depending upon program location, be liable for any rescue or evacuation costs incurred either on their behalf or as a result of their actions.
- 14. All participants must stay with their group at all times.
- 15. Megurun Inc. reserves the right to expel a participant at any time if their conduct is deemed harmful or unsatisfactory, without refunding any money.

# **Itinerary changes**

In the case of natural disasters, war, terrorism, cancellation of transportation or accommodation by third parties, or under instruction by the Japanese government, Megurun Inc. reserves the right to make changes to the itinerary with prior explanation. In some cases, we may be forced to make the explanation following the event.

#### **Prices**

Prices are in Japanese Yen. US dollar and other currency exchange rates fluctuate constantly. Use the **Exchange Calculator** to estimate how much our programs cost in your currency. All prices are subject to change.

Megurun Inc. reserve the right to change program prices due to economic circumstances. In which case, Megurun Inc. will give 15 days' notice and ask the participants to pay the difference.

#### Sales Tax

Listed prices include sales tax. There is no provincial sales tax in Yamagata Prefecture.

# **Substitute Participants**

We will gladly accept a substitute participant should you not be able to attend, provided they meet the prerequisites for the program.

# **Cancellation and Refund Policy**

We ask that you thoroughly understand and consider the booking and cancellation policy prior to booking as we make financial commitments to our guides (and food and accommodation providers) once you have booked and we have confirmed a trip. We take your booking in good faith and begin incurring costs upon confirmation.

# **Cancellations by the participant:**

- 1) No refunds are given after the program has started.
- 2) Cancellations can be made any time before then by emailing info@yamabushido.jp
- 3) Cancellations are only effective once your notification has been received by Megurun Inc.
- 4) Cancellation fees are as follows:

Cancellation Date		Cancellation Fee
Calculated	Up until 60 days prior to program start	Deposit
from:	30 to 60 days prior to program start	30% of program price
	15 to 40 days prior to program start	60% of program price
	6 to 15 days prior to program start	75% of program price
	5 days prior to program start to the day of	100% of program price
	program start and no-show	

Times are in Japan Standard Time (UTC +9).

# Cancellations by Megurun Inc.

# **Weather and Mountain Conditions Policy**

Mountain weather is unpredictable in all seasons and is a constant factor that shapes the decisions we make before and during our programs. It would not be practical for us to refund every situation where our guests do not get the weather conditions they hope for so we make every effort to develop alternative plans. If you have a single objective in mind (such as a peak or route) we cannot guarantee that the conditions or weather will allow an attempt of that objective. We will work diligently to give you the best experience in the conditions we face at the time.

- 1. Megurun Inc. reserves the right to cancel a reservation before the program starts if:
  - 1) the participant does not make a full payment by the deadline (set as sixty days prior to program start).
  - 2) the participant is found to have given Megurun Inc. falsified information about their health status, age or other required information.
  - 3) the participant falls ill.
  - 4) Megurun Inc. discovers that the participant might disrupt the experience of other participants.
  - 5) the participant's demands exceed those that the Megurun Inc. service are able to deliver.
  - 6) there is a natural disaster, war, terrorist attack, cancellation of transportation or accommodation by third parties, or when under instruction by the Japanese government.
  - 7) If the minimum number of bookings required for a particular program has not been received, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 60 days before departure.
- 2. Megurun Inc. reserves the right to stop an individual from participating after the program starts if:

- 1) the participant is found to have given Megurun Inc. falsified information about their health status, age or other required information.
- 2) the participant falls ill.
- 3) the participant does not follow the instructions of Megurun Inc. or any Yamabushido staff, the participant is disruptive to other participants, the participant is violent and or threatening or other similar reasons.
- 4) there is a natural disaster, war, terrorist attack, cancellation of transportation or accommodation by third parties, or when under instruction by the Japanese government.

Megurun Inc. will return a refund equal to the cost of the remaining service that the participant will not be able to participate in, minus cancellation fees, penalties, and other costs that may arise, that are or will be charged to Megurun Inc. In such a case Megurun Inc. is able to arrange accommodation or transportation back to the starting point, however these costs must be covered by the participant.

If the participant does not arrive at the designated location by the set time, Megurun Inc. reserves the right to stop an individual from participating. In such a case, no refund will be given.

### Responsibilities of Megurun Inc.

In the event that Megurun Inc. has caused damage or loss of property, or harm to a participant, Megurun Inc. is liable for related costs.

### Responsibilities of the participant

In the event the participant inflicts damage, or causes loss of Megurun Inc. or Yamabushido property, the participant is liable to cover the costs.