



# **El Mundo Magico** **The Magical Earth**

## **Agreement of Participation For Shamanic Retreats in Ashi Meraya**

**FILL-IN:**

Please fill-in all relevant entries as required.

**PRINT:**

Print the document, then date and sign it (by hand).

**ATTACH:**

Attach a copy of your valid Passport (only the page with your details on) to this Agreement.

**POST:**

Post - using a signed for/registered mail service (or Courier express service) the completed Agreement (together with your copy of Passport) to:

El Mundo Magico  
Flat 5, 8 Queen's Road, Lexden,  
Colchester, Essex CO3 3NP, England,  
United Kingdom

"El Mundo Magico" and "The Magical Earth" are the trading names of El Mundo Magico Ltd  
Registered in England, 21 September 2000, N. 4076005.  
Registered Address: Flat 5, 8 Queen's Road, Lexden, Colchester, Essex CO3 3NP, England, United Kingdom  
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## Terms and Conditions, waiver of all claims, release from liability and assumption of risks

I (ENTER YOUR FULL NAME, INCLUDING ANY MIDDLE NAME, IN BLOCK LETTERS), the Participant, acknowledge to have read the following terms and conditions of taking part to this shamanic retreat facilitated by El Mundo Magico to Ashi Meraya and taking place from to (specify retreat date-s using the format: DD/MM/YY).

I agree that - without exceptions - this Agreement and Waiver of all Claims shall automatically apply and be in full force for any subsequent change of dates and/or for any and/or all of the subsequent agreed on extensions of my retreat in Ashi Meraya, aside from the original scheduled times/dates that may be laid out this Agreement, unless a new Agreement with the new refreshed dates will be signed by me and promptly delivered by registered post.

I am fully aware that the participation to this journey Programme in Ashi Meraya involves - on a purely voluntary basis - deep cleansing through the use of cleansing and entheogenic plants, and/or powerful consciousness enhancing plant-based concoctions, like "Ayahuasca" (typically prepared with a mixture of *Banisteriopsis sp.*, *Psychotria viridis*, *Diplopterys sp.*, *Brugmansia sp.* and jungle tobacco - in variable proportions) and/or the optional "San Pedro" brew (usually prepared with a mixture of any or all of the plants *Trichocereus sp.*, *Diplopterys sp.*, *Brugmansia sp.* and jungle tobacco - in variable proportions), all traditionally used in Peru for healing, vision-quest and divination. I understand that the experience of these plants and brews is voluntary at all times and happens in the controlled and supervised mainframe of a religious-shamanic use, to which El Mundo Magico itself strictly abide and exclusively and responsibly operates. I am clear about the meaning of this and I understand that the intake of these plants and/or brews may cause deep emotional as well as physical reactions, and that spiritual, emotional and physical break-throughs, may take place as part of the experience and of the healing process.

### 1. Programme definition

To the ends of this Agreement, "I", "me" and "you" means and refers to the "Participant" to the "Programme". "Your" refers to the same Participant to the Programme and "we" means El Mundo Magico. The "website" means the website owned by El Mundo Magico on the world wide web at the URL: [www.elmundomagico.org](http://www.elmundomagico.org) and all the pages therein, operated by or on behalf of El Mundo Magico and generated as a result of requesting the above URL, or any new URL with which El Mundo Magico replaces the above-stated URL. The word "Programme" refers to the journey Programme in Ashi Meraya, and the word "venue" refers to the Ashi Meraya retreat centre. "El Mundo Magico" is the trading name of El Mundo Magico Ltd, Registered in England, 21 September 2000, N. 4076005 - Registered Address: Flat 5, 8 Queen's Road, Lexden, Colchester, Essex CO3 3NP, England, United Kingdom. The Programme may comprehend either or both the "Ayahuasca retreat" (or "Standard retreat") and/or the "Plant Diet retreat". The "Plant Diet retreat", in turn, includes - to the ends of this Agreement - "Plant Diet Testers" (or "Pre-Diet"), "Traditional Plant Diet" and/or any combinations of "Ayahuasca retreat" and "Plant Diet retreat" that I may choose.

#### 1.1 Programme booking, deposit and balance payment deadlines

I understand that the Programme is to be considered formally booked only after the full payment has been received by El Mundo Magico, together with my signed Agreement completed in all required parts (including copy of my passport). I agree that a **deposit** of £ 400 GBP is **due immediately**, contextually to my reservation of the Programme, to hold my place. The deposit is non-refundable in case of cancellation on my side; the remaining **balance** thereof is to be received by El Mundo Magico **at least 30 days** before the agreed date for the beginning of my Ayahuasca retreat Programme and/or **at least 50 days** before the agreed date of beginning of my Plant Diet retreat Programme in Ashi Meraya, net of all applicable

bank/transfer fees. In case of combined Ayahuasca and Plant Diet Programme, the payment deadline in place shall be that of the Plant Diet, as specified above. Unless prior different written arrangements are made and agreed on, I understand that El Mundo Magico reserves the right to cancel a booking if the balance payment is not received in time and in such a case full cancellation fees will apply, as detailed in points 1.2 and 1.3 below.

## **1.2 Programme changes, cancellations and refunds**

I agree that El Mundo Magico reserves the right to accept or kindly decline the application of a journey Participant at any time, to make changes in the Programme whenever reputed necessary for the comfort, convenience and safety to all participants, and to cancel a journey at any time. Furthermore, I agree that in the extremely unlikely event that a journey may be cancelled by El Mundo Magico, under no circumstance El Mundo Magico shall have any responsibility beyond the refund of money effectively paid by me to El Mundo Magico in respect of my booked Program in Ashi Meraya, as governed by this document. El Mundo Magico will endeavour to absorb fluctuations in increased global costs in the running of the Programme. Surcharges may, however, be necessary up to 6 weeks prior to the commencement date of the Program, due to increases in excess of 1% in exchange rates, in accommodation, services or other running costs. Should any surcharge be imposed which exceeds 10% of the total Programme cost, I have the right to cancel my booking within 7 days of the notification of the surcharge and El Mundo Magico will refund any monies paid by me in respect of the Programme cost, as specified.

## **1.3 Ayahuasca retreat Programme ("Standard retreat") ONLY: cancellations fees & refund policy**

### **[Refunds: Up to 26 days before the Participant's arrival in Lima/Iquitos]:**

When booking for the Ayahuasca retreat Programme (which we may also be referring to as the "Standard retreat") in case of cancellation on my (the Participant) side, up to 26 days before my arrival in Lima - or Iquitos (should my journey be not organized by El Mundo Magico from Lima) - El Mundo Magico will retain £ 400 GBP as cancellation fees, towards administrative costs, and refund the difference paid by me after bank fees (i.e. after all bank fees El Mundo Magico may incur to send me the refund as money transfer, where applicable). I understand and agree that there will be no refunds BEGINNING FROM 25 days before my agreed on and scheduled *Ayahuasca* retreat date. I am aware that the no-refund period BEGINS FROM 25 days before the agreed on and originally scheduled beginning date of my Ayahuasca retreat in Ashi Meraya and I understand that this deadline is counted both towards cancellations made by me before my own booked trip/journey/Ayahuasca retreat Programme date in Ashi Meraya and to cancellations/abandonment/curtailing of my scheduled trip/journey/retreat whilst already in Peru, regardless of whether or not the scheduled date for the Standard retreat in Ashi Meraya has already began, or else not. I agree that there will be no refunds whatsoever for: no-show, unused retreat/journey time and/or other services provided by El Mundo Magico and/or Ashi Meraya and not used by me. Once the official deadline for refunds has expired, I understand and agree that there will be no formal entitlement to refunds. In case of cancellations on my side taking place after the deadline has expired, however, I understand that I might still be able to claim all or part of my retreat fees directly under my travel insurance company (after deduction of any excess).

### **1.3a Transfer of my Ayahuasca retreat booking to another suitable recipient**

In certain circumstances, entirely at the discretion of El Mundo Magico, if El Mundo Magico deems it feasible, realistic and reasonable, I might be able to transfer my booking to another suitable candidate for the Ayahuasca retreat Programme. This can only be allowed if El Mundo Magico agrees that the substitute candidate fulfils the profile and booking requirements for taking part to the Ayahuasca retreat, as set out in the website and in this document. If a transfer is reputed possible and acceptable, then I will be liable to pay El Mundo Magico an administration charge of £ 70 GBP per person.

## **1.4 Plant Diet Programme ONLY: cancellation fees & refund policy**

### **[Refunds: Up to 46 days before the Participant's arrival in Lima/Iquitos]:**

The "Plant Diet" Programme includes - to the ends of this Agreement - "Plant Diet Testers" or "Pre-Diet", Traditional Plant Diet and/or any combinations of Ayahuasca and Plant Diet retreats. I agree that in case of trip/retreat cancellation on my (the Participant) side, up to 46 days before my arrival in Lima - or Iquitos (should my journey be not organized by El Mundo Magico from Lima) - El Mundo Magico will retain £ 400 GBP as cancellation fees, towards administrative costs and refund the difference paid by me, the Participant, after bank fees (i.e. after all bank fees El Mundo Magico may incur to send me the refund as money transfer, where applicable). I understand that there will be no refunds BEGINNING FROM 45 days before my agreed on and scheduled Plant Diet retreat's date. Furthermore, I understand that the no-refund period BEGINS FROM 45 days before the agreed on and originally scheduled beginning date for my Plant Diet retreat in Ashi Meraya and to cancellations/abandonment/curtailing of my scheduled trip/journey/retreat whilst already in Peru, regardless of whether or not the scheduled date for the retreat in Ashi Meraya has already began, or else not. I agree that there will be no refunds whatsoever for: no-show, curtailing of retreat time, unused retreat/journey time and/or other services provided by El Mundo Magico and/or Ashi Meraya and not used by me. Once the official deadline for refunds has expired, I understand and agree that there will be no formal entitlement to refunds. In case of cancellations on my side taking place after the deadline, however, I understand that I might still be able to claim directly from my insurance company (after deduction of any excess). All times are intended - to the end of the deadlines - local UK times.

### **1.4a Transfer of my Plant Diet booking to another suitable recipient**

In certain circumstances, entirely at the discretion of El Mundo Magico, if El Mundo Magico deems it feasible, realistic and reasonable, I might be able to transfer my booking to another suitable candidate for the Plant Diet retreat Programme. This can only be allowed if El Mundo Magico agrees that the substitute candidate fulfils the profile and booking requirements for taking part to the Plant Diet retreat, as set out in the website and in this document. If a transfer is reputed possible and acceptable, then I will be liable to pay El Mundo Magico an administration charge of £ 70 GBP per person.

### **1.5 Schedule change and rescheduling fees**

I agree that no schedule change is allowed after my travel plan and retreat dates have been agreed-on, prepared and confirmed by El Mundo Magico, received and confirmed by me (the Participant), and/or all reservations already placed by El Mundo Magico, following my - agreed on - original indications of dates and times for the Programme in Ashi Meraya. Any subsequent schedule change requested by me will be treated technically as a "rescheduling" of my originally planned itinerary and will incur into a rescheduling fee of £ 240 GBP, plus any other extra cost (when and if present and applicable, as specified below) El Mundo Magico may have incurred as result of my change of schedule. Should El Mundo Magico incur in any charges from the "service providers" - including, but not limited to, Hotels, travel agencies, tour operators, banks, guides, interpreters, associates, and/or any other entity involved in the organization of my trip in Peru and/or my retreat in Ashi Meraya - I will be solely and entirely liable for the repayment of such charges which El Mundo Magico would have incurred. I understand that these extra charges - if and when present - will be added to the standard rescheduling fees of £ 240 GBP.

### **1.6 Authority of the Leaders and jungle etiquette**

I agree to unquestionably abide by the authority of the El Mundo Magico and Ashi Meraya Leaders and/or their locally appointed representatives at all times and my signing of this Agreement I acknowledge this. I promise to show respect at all times, to act with kindness and courtesy, and to project a friendly attitude towards other fellow participants and the local and native people - including the Shipibo family - I will meet during the Programme and during any of the external activities and/or excursions (whether paid for, or complimentary) that may be integral part of my staying in Ashi Meraya. I am aware that I am required to behave in a respectful manner at all times towards plants, animals - the rainforest in general - and towards the ceremonial/ritual/shamanic practices I may be seeing and/or taking part to, during the Programme. I agree that should I commit any illegal act, or else, should my behaviour severely affect the enjoyment of the retreat by other fellow participants, should I engage in any form of abusive/provocative language and/or be a nuisance, and/or manifest any threatening behaviour and/or be a danger to Leaders, interpreters, guides, shamans, Shipibo family, local people, staff, organizers, volunteers and/or fellow retreat attendants I shall be dismissed from the party, my Program in Ashi Meraya will be immediately terminated and I shall have no entitlement to complaint or refunds, bearing all the extra expenses of my return home, with my Programme participation fees waived. I acknowledge that El Mundo Magico reserves the right to cease my participation to the designated Programme at any time, should my conduct or action cause danger, and/or be provocative and/or abusive and such to cause annoyance, anger, agitation, irritation, or troubles to the Leaders and/or to fellow participants.

### **1.7 Voluntary interruption of the Programme**

On no account - except than in case of real emergency - I shall be allowed to leave the venue without authorization and asking due permission to the El Mundo Magico and/or Ashi Meraya representatives and/or Leaders, whether temporarily or for longer periods, including - but not limited to - overnight staying in town. The word of the Leaders will be final in all respects, even in respect to the rare instance where this may differ from the advice given to me by the shaman in the booked Programme. I firmly commit not to interrupt my Programme and not to cause any disruption whatsoever to the smooth running of the Programme and not to cause - as result of my actions and/or decisions - any inconvenience and/or trouble to anyone in the venue. Should I voluntarily interrupt the Programme, against the advice of the El Mundo Magico and/or Ashi Meraya representatives and/or Leaders, I agree that I may not be allowed again in the venue, my Programme will be terminated and I shall have no entitlement to refunds whatsoever, with no right to complaint. In all cases, I understand and consent that I will personally bear all expenses - including, but not limited to, all travel and local transportation fees - for any voluntary interruption of the Programme of any length of time, whether agreed on or otherwise, and I shall be solely liable for the payment of such expenses at all times. I understand and agree that given the location of the venue in the jungle, local transportation to the nearest town of Iquitos may not always be guaranteed and available, and that the only contractual obligation that El Mundo Magico has in respect to my local transfers from/to the venue, is to provide me with only one transfer (included of pick-up at Iquitos airport, OR at my chosen Hotel in Iquitos, OR at previously agreed on meeting point in Iquitos) to the venue, at the beginning of the Programme, and only one transfer back from the venue to Iquitos airport (OR to an Hotel in the town of Iquitos, OR at previously agreed on meeting point in Iquitos), all according to the booked beginning and ending dates of the Programme itself.

### **1.8 Unused services**

I understand and agree that there will be no refunds made for cancelled or unused services whatsoever and that it is not possible to exchange the money paid for the Programme in Ashi Meraya with any other retreat or programme that El Mundo Magico offers.

## **2. Travel and transportation**

By registering, I agree that El Mundo Magico shall not be liable for any delay, change in schedule including - but not limited to - delays, rescheduling and/or cancellations of flights whether operated by international and/or domestic airlines (for which I must have relevant travel insurance cover, arranged before the trip and relevant claim forwarded to my insurance company), loss, damage, or injury to property or persons including death, or expenses occasioned by any act or omission by any supplier providing services to any program Participant. When my trip within Peru excludes all ground travel arrangements from/to Lima, I agree that El Mundo Magico cannot be held responsible whatsoever for any delay, cancellation, or alteration of flight itineraries and consequent potential losses arising from airlines' change of schedules. In all cases, whether or not my journey will be organized by El Mundo Magico "Off Lima" or "Off Iquitos", I acknowledge that all scheduled airline flights may occasionally be subject to overbooking and/or cancellations, and that El Mundo Magico shall bear no responsibility for any additional expense, omission, delay, reconfirmation or re-routing that may occur in such circumstances. I agree that, without limitation, El Mundo Magico is not liable for any direct, indirect, consequential, or incidental damage, injury, loss, accident, delay or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any wilful or negligent act or failure to act or breach of contract of any third party such as a train, taxi, guides, local ground or water transportation, or other which is or does supply any goods or services for my journey Programme, including - but not limited to - any optional or complimentary specific activity, tour or event taking place inside or outside of the Ashi Meraya venue.

## 2.1 Flexibility

I understand that this is not conventional travel, that the nature of the experience is adventurous, demands flexibility and spirit of adaptation on all the activities, board and accommodation. I declare that I fully comply with all the requirements of flexibility I am required to have and to accept any local inadequacies and/or unpredictable event that may occur, as part of the Programme and/or during any tour or optional activity (whether paid for or complimentary) that I may take part to. I am also aware that there is no electricity in the venue and that services and standards in the jungle are - or may not be - the same as I am accustomed to at home. Moreover, I am fully aware that transportation at night to and from Ashi Meraya ("the venue") may be hindered due to seasonal flooding, amount of rainfall and/or increase in river level, and that even in case of emergency I might not have access to town or to the airport at this time.

## 2.2 Optional extras

Any optional extra not part of the Program as contracted - if and when arranged locally by our associates - does not render El Mundo Magico liable for such optional extras. This may include - but not limited to - sightseeing tours, canoeing, visits to marketplaces and/or other areas or places of local interest, which are not included as a standard in the Programme price.

## 3. Force majeure

I, the Participant, agree that El Mundo Magico shall not be liable for any loss, injury, or damage to person, property or otherwise in connection with any accommodations, transportation or other services resulting directly or indirectly from causes of *force majeure*, including but not limited to dangers incident to water, air or earth, fire, breakdown in machinery or means of transport or equipment, acts of governments or other authorities, de jure or de facto, strikes, riots, criminal activity, thefts, pilferage, epidemics, quarantines, sickness, giardia, animal, reptile and insect bites, government policies, medical or customs regulations. *Force majeure* is unusual and unforeseeable circumstances beyond the control of El Mundo Magico, the consequences of which neither El Mundo Magico nor its suppliers, agents, representatives, associates (including - but not limited to - personnel in Ashi Meraya, the management and directors of Ashi Meraya, guides, interpreters and volunteers), collaborators, leaders, employees and board of directors - hereinafter all referred to as the **RELEASEES** - could avoid, even with the exercise of all due care. Further examples of *Force majeure* are war or threat of war (whether declared or not), hostilities, civil disturbances/unrest, strikes, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, adverse weather conditions, tornados, landslides, avalanches, road conditions, level of water in rivers or other similar events beyond our control - as well as defaults, delays, or cancellations of (or changes in) itinerary, routing or schedules from any cause beyond the control of El Mundo Magico and/of the RELEASEES. I - and any of my family members, heirs and/or legal representatives - understand that this retreat involves journeying to and staying into remote areas and am aware that the Amazon Rainforest of Peru presents risks and hazards of different nature, including (but not limited to) health risks and dangers that may be posed by forces of nature, insects, reptiles and/or animals and will hold harmless, will not make a claim against or sue El Mundo Magico and the RELEASEES - for any physical, mental, emotional, or other reaction, death, trauma, sickness, ailment or property damage or loss that may occur to me during the Programme and/or afterwards and/or as result of me being engaged in any activity part of the Programme offered in Ashi Meraya- or else, offered as optional or complimentary addition to such Programme - and/or in any other independent travel that I will make, entirely at my own risk.

### 3.1 Guarantee

In the unlikely case that El Mundo Magico is found to be responsible for damages in respect of its failure to carry out the contract, the maximum amount of such damages will be always limited to - and on no account exceed - the price paid by me to El Mundo Magico for joining the Programme.

## 4. Medical

I, the Participant, declare to be in a physical and mental condition appropriate to the activities that are integral part of the Programme, acknowledge all the potential physical and mental risks involved and agree to be willing to participate at my own risk. I accept that the responsibility of taking accurate and timely health precautions - alongside professional medical advice on the suitability and compatibility of my health conditions with a safe taking of the *Ayahuasca* brew (a Monoamine Oxidase Inhibitor, or MAOI), officially recognized and legally protected in Peru as integral part of Peruvian National Traditional Medicine Heritage - remains entirely with me. I hereby acknowledge that I have been asked by El Mundo Magico to consult with a professional Medical Practitioner prior to my trip to Peru and to seek favourable response to my partaking to the Programme in the jungle. Moreover, I agree to make any confidential disclosure that may affect the compatibility of my health conditions with a safe taking of *Ayahuasca* and/or other entheogenics (e.g. vision-inducing sacred plants and/or concoctions and/or preparations) that I may experience - on a voluntary basis - during the Programme. The Programme may involve - on a voluntary basis of participation only - the experiential and supervised use of natural entheogenics, including, but not limited to, *Ayahuasca*, *Toe'* [*Brugmansia suaveolens*] and/or *San Pedro*, and I agree to be exclusively and solely responsible for the following of the necessary and due health precautions and dietary requirements. I acknowledge that the liability for any adverse effect that may result during or after my voluntary ingestion of these entheogenics - including, but not limited to, the concoctions known as *Ayahuasca* and/or *San Pedro* - remains, with no exceptions, solely and wholly with me. I agree to be and remain the sole agent liable for ascertaining the compatibility of my own health conditions with a safe voluntary participation to a Sweat Lodge ritual (which involves exposure to hot steam baths in darkness, at night, in a confined environment, with little to no ventilation) and to the *Ayahuasca, Toe'* and the optional *San Pedro* ceremonies.

I am fully aware that the aforementioned ceremonies - as well as any other plant preparation I may voluntarily experience during the Plant Diet retreat Programme - may (all or in part) involve the administration of powerful, sacred, visionary plant preparation in different forms and quantities. I clearly understand that these preparations (in whatever form they may be experienced, including as a tea or decoction, in liquid form and/or smoked or otherwise) may trigger profound consciousness-altering reactions and trance-like status due to their psychotropic properties.

I am therefore very clear on the meaning that the participation to either the *Ayahuasca* retreat Programme and/or the Plant Diet Programme may entail the daily intake of different entheogens, including - but not limited to - *Ayahuasca* and *Toe'*, and I represent, warrant to represent and confirm that I am mentally and physically fit for the experience and that I wish to partake to the Programme voluntarily and at my own risk. I understand that the nature, essence, form and spirit of these experiences and ceremonies I may be taking part in, is not that of a "psychedelic trip" or of a "psychedelic adventure" but the intimate part of ancestral shamanic-religious rituals which have been around since immemorial time in Peru and may be locally protected (as the traditional use of *Ayahuasca* officially is, see "Resolucion Directoral Nacional" [National Directorial Resolution] N. 836/INC of 24th of June 2008), as part of the Cultural Heritage of the Peruvian Nation. I understand that the practical exposure to these

experiences (which may involve the daily intake of entheogenic preparations) constitute integral part of the Programme and that I am nevertheless under no obligation whatsoever - at any time - to partake to such experiences, rituals and/or ceremonies, and that I may opt out at any time. I have read the list of health conditions known to be incompatible with a safe and responsible taking of *Ayahuasca* and I agree that this list - to be found at the page: <http://www.elmundomagico.org/ayahuasca-retreat/ayahuasca-health-precautions/> in the website - is provided for educational purpose only. I acknowledge that the aforementioned list is incomplete and non-exhaustive and I fully understand that is not to be intended, at any point, as a substitute for professional medical advice.

#### **4.1 Fitness**

I am equally aware that should any of the specific health conditions listed in the aforementioned web site apply to me, including - but not limited to - bipolarism, suicidal tendencies, psychiatric disorders, schizophrenia, dementia, epilepsy, diabetes, severe high blood pressure (hypertension), pregnancy, heart problems, or being carrier of any infectious disease, this can be cause of exclusion from the Programme.

I represent and guarantee that I do not suffer from any heart or respiratory condition which may constitute a health hazard to my safe participation in the Sweat Lodge or sauna ritual. I am fully aware that the Sweat ceremony involves staying in a close environment exposed to hot steam vapor jets and that a lowering of blood pressure may occur as result.

I also declare not be under MAO-Inhibitors or SSRIs (Selective serotonin reuptake inhibitors or serotonin-specific reuptake inhibitor) medication, not to be taking stimulants (including MDMA), antidepressants (most of which are SSRIs), antihistamines, *systemic* vase-constrictors or decongestant - both natural (like ephedrine) and synthetic (like pseudo-ephedrine) formulations, systemic antibiotics (orally or intravenous), as these all may conflict with a safe *Ayahuasca* experience. I hereby declare to have familiarized myself with this information, to have thoroughly researched the topic, to be in good health and commit myself to seek or have sought already professional medical advice - well in advance of the retreat date. I confirm that my health conditions are not such to constitute an hazard or a danger for myself and/or others partaking to the Programme, I represent that I am capable of participating and commit to promptly inform in writing El Mundo Magico of any change in my personal circumstances.

#### **4.2 Food allergies and food on MAOI diet**

I promise to notify El Mundo Magico of any food allergies I may have at the time of booking and acknowledge that it is my responsibility to make sure that the food prepared in the venue is suitable for me. Furthermore, I declare to have familiarized myself with the information on food to avoid whilst on a MAO-Inhibitor diet, an instance of which is to be found at the URL: <http://nepenthes.lycaeum.org/Misc/maoi.foods.html>. I agree that nor El Mundo Magico nor any of the RELEASEES can guarantee compliance with any allergies - and/or with any food compatibility-issues in relation to *Ayahuasca* - that I may have and I accept that the responsibility with compliance is mine.

#### **4.3 Vaccinations**

There are currently no mandatory vaccinations to enter Peru, however this may change at any time, and I promise to check in good time - before my trip begins - with my GP, a specialized tropical medicine centre, or a travel clinic all recommended vaccinations. An updated list of vaccinations that may be needed for the journey to Peru may be available online at the MASTA Travel Clinics (a network of private travel clinics in the UK, which provide travel health advice and immunisations to the public) website: [www.masta.org](http://www.masta.org).

#### **5. Disclaimer**

I understand that the information provided by El Mundo Magico on its website - or else, the information provided (in the UK and/or in Peru) by any or all of the other RELEASEES by telephone, fax, electronically, email, post, verbally, in person, or by other means - is general in nature, and is offered exclusively for educational and reference purposes only. On no account it is to be taken as a substitute for professional medical advice. The information provided by El Mundo Magico and/or by any or all of the RELEASEES is not meant to assess, diagnose, treat, or cure any ailment or disease. I agree that it is my duty to seek professional medical advice for recommended shots, preventive medicine and information on potential health risks/hazards for travel to South America/Peru and - in particular - to the Peruvian Amazon Rain Forest. I am aware that El Mundo Magico does not make any endorsement or representation of accuracy for the contents presented on its website (including associated links): rapid progress in medical science may make at any point the information thereby provided obsolete, invalid or questionable. I therefore agree that by using and/or utilizing the information provided by El Mundo Magico, I accept to release and hold harmless El Mundo Magico and all the RELEASEES from any and all liability arising directly and/or indirectly from my use of the information contained in the El Mundo Magico web site or else, transmitted to - or used by or in connection with - myself (the Participant), whether electronically, by email, fax, telephone, in person, or otherwise. I am aware that the use of this information by me is therefore subject to the acceptance of the terms and conditions as laid out in this Agreement. I am also fully aware of the fact that the participation to *Ayahuasca*, *Toe'* and/or the optional *San Pedro* ceremonies - which is and remain voluntary at all times - may induce a profound visionary, trance-like status and as much as prompting a life-changing experience, there may also be no visions at all, especially for novices.

#### **6. Travel documents & visas**

I - and my legal representatives, heirs and any family member - will hold harmless and fully indemnify El Mundo Magico and the RELEASEES, for any loss or damage resulting from insufficient or improperly issued passports, visas or travel documents. I am aware that I am required to hold a full passport for my journey to Peru and that Peruvian Immigration authorities require this to be with at least 6 months validity after my date of return (out of Peru). Should I need a new passport, I will need to apply in good time (at least 6 weeks) before my scheduled trip/retreat date. Currently, there are no Visa requirements for citizens of the European Union (including British nationals), United States, Australia and New Zealand to enter Peru. British Subject passport holder requirements may differ. I am also made aware that - should my international flight be routed via the US - I will need to comply with all conditions of the US Waiver Programme. I acknowledge and understand that it is my responsibility to acquaint myself with all possible relevant travel information - including that provided by my Foreign Office/State Department/Consulate and that of any other appropriate source available to me.

## **7. Travel and medical insurance**

Travel and Medical Insurance is mandatory for the journey Programme in Ashi Meraya. I agree to contract an appropriate travel and medical insurance policy to cover for the eventuality of illness, unexpected events, changes or cancellations that may be happening before, during or after the journey Programme begins. This insurance must cover for personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience, and/or for the curtailing of the retreat itself due to unexpected/unknown circumstances that may arise. El Mundo Magico recommends that the policy should include a minimum cover of £ 2,000,000 GBP (or equivalent in other currencies) for medical and repatriation expenses, including - where appropriate - air ambulance repatriation.

## **8. Liability release, waiver of all liabilities**

I, the Participant - and my legal representatives, my travelling companions, successors, heirs and assigns and any family member - agree not to make a claim against, or sue, El Mundo Magico and the RELEASEES and hereby release, waive, discharge and covenant not to make a claim or sue El Mundo Magico and the RELEASEES from any and all liability to the undersigned Participant for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned Participant, whether caused by the negligence of the RELEASEES or otherwise, in association with, or during the execution of the trip in Peru and/or the retreat in Ashi Meraya. I freely accept and fully assume all such risks, and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I further expressly agree that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of England and Wales and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made and acknowledge that by signing this waiver I will waive certain legal rights, including waiving the right to make a claim against - and/or sue - El Mundo Magico and the RELEASEES. I am willing to sign such an agreement and I am aware that any second thoughts I may have and subsequent refusal to sign and enter into this agreement will be technically treated by El Mundo Magico as my cancellation in partaking to the Programme in Ashi Meraya ("the venue").

## **9. Restrictions on filming, recording, photos and other materials/intellectual productions**

No professional filming and/or professional audio recording equipment is allowed in Ashi Meraya at any time (see, however, point 9.3 below for exceptions). No commercial use of any filming, photos, and/or audio recordings produced at any time during the Programme is allowed (see, however, point 9.3 below for exceptions). Any audio, photo and/or filming material produced in Ashi Meraya and intended for any other use except a strictly private use, must be submitted for written approval by El Mundo Magico before publication or diffusion in any form, electronic or mechanical, including - but not limited to - company web sites, personal blogs, third-part websites, forums, newsletters, books, manuals, bulletins, magazines, journals and/or newspapers. The same provisions will apply to all other types of materials - including articles, features on magazines, journals, newspapers and/or books - that may be produced as result of the partaking to the Programme and/or any other associated activity or tour (whether paid for or complimentary). All materials circulated in any form - electronic, mechanical, or by other means - must clearly endorse and acknowledge El Mundo Magico name, website and email address, together with the name of the venue of Ashi Meraya and - where possible and where the case - identify any of the people portrayed with their names.

### **9.1 Restrictions on filming, audio recording & photos during Ayahuasca, Toe' and/or San Pedro ceremonies**

I am aware and acknowledge that filming of any type (including with professional camcorders, prosumer camcorders, consumer camcorders, digital cameras and/or mobile phones) - even with infra-red equipment - audio-recording (with any equipment whatsoever), and taking photos (including with a mobile phone or a camera - being it a digital camera or a 35 mm, consumer, prosumer or professional cameras, with or without flash) - whether for commercial, personal or private use - is strictly prohibited at the time of the performing of *Ayahuasca*, *Toe'* and/or the optional *San Pedro* ceremonies. "At the time" means, before, during and after the performing of such ceremonies.

### **9.2 Provisions for Group Leaders and/or other entities (in partnership with El Mundo Magico) ONLY**

Group leaders and/or other entities in partnership with El Mundo Magico are free to use any non-professional audio-filming-photo equipment at any time during the Programme, except at the time of the shamanic ceremonies, as detailed in point 9.0 above. Subject to the conditions set above, any audio, photo and/or filming material taken in Ashi Meraya and intended for any other use except a strictly private use, must be submitted for written approval by El Mundo Magico before publication or diffusion in any form, electronic, mechanical or otherwise, including - but not limited to - company web sites, personal blogs, third-part websites, forums, newsletters, books, manuals, magazines, journals, bulletins, newspapers. Should the partnership with El Mundo Magico terminate at any given time, the Group Leader - and/or any other associated entity in the partnership (including those entities in partnership - *de jure* or *de facto* - with the Group Leader) - agrees to immediately withdraw from circulation - in any format, for any purpose, and permanently - at all times any and all of such video, audio, photographic, multimedia or otherwise materials. Should, however, the partnership with El Mundo Magico continue at a later time the Group Leader - and/or other entities in partnership (*de jure* or *de facto*) with the Group Leader - may re-submit the material intended for circulation (in the broadest sense of the word, including direct or indirect advertising) for written approval by El Mundo Magico. The same provisions will apply to all other types of materials/intellectual productions - including articles, features on magazines, journals, newspapers or books - that may be produced as result of partaking to the Programme and/or any other associated activity or tour (whether paid for or complimentary). All materials circulated in any form - electronic, mechanical, or by other means - must clearly endorse and acknowledge at all times El Mundo Magico name, website and email address, together with the name of the venue of Ashi Meraya. Where and when it is possible, these materials should also try to identify any of the people portrayed with their own names, when these are known.

### **9.3 Filming companies, TV and Press ONLY**

Exceptions may be made to point 9.1 above for serious Filming or TV companies, or specialized Press, subject to previous written agreement and - where appropriate - to the payment of extra arrangements fees.

### **9.4 Interviews**

No interviews are allowed to shamans and/or to any member of the Shipibo family and/or the local staff in the venue - including via the optional translator service - unless prior written permission from El Mundo Magico is obtained in good time before my participation to the Programme. If permission is granted, I - the Participant - agree that any intellectual production fruit of my interview must be submitted to El Mundo Magico for final approval well before being published, distributed, and/or circulated in any form - electronically, mechanically or otherwise. All materials circulated in any form - electronic, mechanical, or by other means - must clearly and evidently endorse and acknowledge El Mundo Magico name, website and email address, together with the name of the venue of Ashi Meraya and clearly identify the person interviewed with his or her full name. I consent that the decision of El Mundo Magico is final on this matter and that even if permission is granted to me for interviews, this does not represent an automatic outcome for the approval of the publication, distribution or circulation of any consequent intellectual production I may create, referring - partially or totally - to the interview-s conducted by me in the venue, as specified.

### **9.5 Photos, videos, audio recordings and/or notes where I may be featured**

I agree that any photo, video, audio recording and/or notes taken by any representative of El Mundo Magico and/or Ashi Meraya where I may be featured - during the Programme and/or during any of the activities (whether paid for, complimentary or otherwise), tours and/or excursions (optional, complimentary or otherwise) that constitute part of (or an integration of) the Programme - may be published by El Mundo Magico, and may be used by El Mundo Magico for any purpose - including commercial, advertising, or otherwise - and hereby give my consent, without consideration, unless prior written agreements are made.

### **9.6 Granting El Mundo Magico permit to use materials - including testimonials - voluntarily provided by me**

By signing this Agreement, I also automatically grant and represent to El Mundo Magico an irrevocable, perpetual, royalty-free, non-exclusive, transferable, worldwide permit to use, publish, broadcast, copy, publicly perform and display, reproduce in any format or medium, translate, edit, excerpt (partially or wholly) and further distribute via the website and/or in any other media now known or hereafter developed the materials voluntarily provided by me to El Mundo Magico and/or to the venue, referring to the Programme, for any purpose, including commercial, advertising, or otherwise - on or in connection with the website or the promotion thereof, to prepare derivative works of, or incorporate into other similar or different works. The materials may include - but are not limited to - any photo, video, video clip, audio recording and/or any notes and/or any feedback or testimonial - including any written testimonial I may leave in the Guestbook of the venue - of which I am the author and referring to my experience in Ashi Meraya and/or to the Programme in general. I also consent that my name in full, alongside my occupation, town and country of residence may be published by El Mundo Magico alongside any testimonial I may leave in relation to my experience, unless prior different written arrangements are made. I grant, represent and warrant that I am the author of such materials. I understand that I shall retain ownership on my work/on such materials - subject to the rights granted to El Mundo Magico in this Agreement - and that El Mundo Magico will acknowledge me as the source of the materials and recognize my copyright status and/or other proprietary rights in the materials submitted by me.

## **10. Acknowledgements, copyright and legal info**

I further agree to always fully acknowledge El Mundo Magico - its trading name, email, telephone and website address - in any cultural/intellectual production - be it of commercial or not-for-profit nature, examples of which may be web sites, blogs, books, articles on journals/newspapers/magazines, or else, TV, Film and Video productions (including - but not limited to - CD, CD-ROMS, Tapes and DVDs) - intended for public broadcast, access and/or diffusion. Furthermore, I am aware and acknowledge that the Programme of the retreat, its contents, its name, and the materials and information that has been received concerning it are the copyright, intellectual and trading property of El Mundo Magico, and - where appropriate - of Ashi Meraya. I agree to not use these materials for any other purpose other than privately sharing information about the Programme with other fellow participants I may meet in Ashi Meraya.

### **10.1 Competitive arrangements and provisions of products and/or services not agreed with El Mundo Magico**

Furthermore, I agree not to enter into any arrangement with the venue, and/or with any of the shamans/*curanderos* present, visiting, living and/or working in the venue, and/or with any other individual (including - but not limited to - contractors, service providers, local venue representatives and/or members, guides and/or interpreter/translators - whether self-employed, and/or employed as permanent and/or occasional staff, part-time and/or full-time, or else, freelance staff) or organization belonging to - and/or related to, and/or working in - the venue, for the purpose of requesting, arranging, organizing, facilitating, promoting, participating in, or supporting competitive events, initiatives, projects, activities or programmes (all of which to be intended in the broadest sense of the word, being these events, initiatives, projects, activities or programmes of commercial or not-for profit nature, as well as of private, personal and/or public nature), as well as for the provision of any product or service not already contracted - and/or previously agreed with, and/or authorized by, El Mundo Magico.

I acknowledge that I can be made legally liable for making any such arrangement and/or action or otherwise that may be of detriment to El Mundo Magico, and I agree that the proper channel for all communications and arrangements is El Mundo Magico as the proper representative of the venue. I agree to direct all communications, arrangements, requests, engagements, and/or any proposal I may have - with no exceptions - through this channel.

## **11. Requisite of confidentiality and legal disclaimer for email communications**

I understand and agree that all email communications originating from El Mundo Magico and any attachments thereof have

the requisite, duty and obligation of confidentiality and may also contain privileged information intended solely to me (the Participant), as the recipient of the communication. I agree that any unauthorised use (including any use to the detriment of El Mundo Magico), disclosure of contents to another person and/or third part, distribution, and forwarding of the material contained in email messages originating from El Mundo Magico (the part communicating it) is strictly forbidden and may be subject to legal action.

## **12. Age limits**

I acknowledge that the minimum age limit for partaking to the Programme is 18 years of age.

## **13. Communication**

All communication between me (the Participant) and El Mundo Magico, including the Programme and all contractual documentation, shall be in the English language.

## **14. Law and jurisdiction**

I, the Participant, agree to indemnify El Mundo Magico from and against all costs, claims, demands, liabilities, expenses, damages or losses (financial or otherwise, including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with negligence, default or breach of these Terms and Conditions, as contained herein and laid out in this Agreement. I agree that the contractual and legal relationship between me, the Participant, and El Mundo Magico shall be governed by the English law and - if and where appropriate, and limited in all cases exclusively to the use and experience of Ayahuasca, San Pedro and/or any other traditional indigenous or local shamanic plant and/or preparation that I may be experiencing (in any form) on a voluntary basis during the Programme in Ashi Meraya - the Peruvian law. I agree that - in the extremely unlikely event that a controversy may not be resolved amicably - I will submit to the exclusive jurisdiction of the English Courts in England, and any controversy or claim or proceeding arising out of - or related to - these Terms and Conditions as set out in this Agreement, or the breach thereof shall be settled before the appropriate English Courts in Colchester, Essex, England (United Kingdom). Notwithstanding this, I (the Participant) agree that El Mundo Magico shall nevertheless still be allowed to apply for injunctive measures (or other equivalent type of prompt and effective legal relief), may file a complaint (with any court of law) and claim damages to judicial authorities in any jurisdiction (including Peru), in regard to the alleged infringement. I represent that I am 18 years of age or older, and have voluntarily chosen to participate in the Programme.

I, **(ENTER NAME)** have read the terms and conditions of participating to this trip facilitated by El Mundo Magico Ltd to Ashi Meraya. I am also fully aware that this journey involves deep cleansing through the use of cleansing and psychotropic plant medicine (raw plants and/or plant-based concoctions), like "Ayahuasca", traditionally used in South America for healing, vision-quest and divination within the mainframe of a religious-shamanic use. I understand that the intake of these plants may cause deep emotional as well as physical reactions, and that spiritual, emotional and physical break-throughs, may take place as part of the experience and of the healing

I acknowledge all the above and I am willing to accept this as part of agreeing to partake in this trip.

I fully agree to abide by these conditions as written.

## **PARTICIPANT**

**First Name:**

**Middle Name(s):**

**Family Name(s):**

**Title (e.g. Dr, Mr, Miss, Mrs, Ms):**

**Date and place of birth:**

**Nationality:**

**Age:**

**Occupation:**

**Tel:**

**Fax:**

**Email (work):**

**Email (personal):**

At least one fully active email address is required for the booking

**Home Address:**

**City:**

**Postal Code/ZIP:**

**State/Country:**

## CONFIDENTIAL DISCLOSURES

A) Are you presently on any long term medication? Tick ONE box only, as appropriate:

No Yes

If you answered Yes, please tell us the name of your medication and for what condition:

B) Do you have any physical or medical limitations and/or any health condition known to be incompatible with Ayahuasca? Tick ONE box only, as appropriate:

No Yes

If you answered Yes, please tell us as much as you can about your condition:

C) Women ONLY

Are you pregnant or will you be pregnant at the time of the Programme?

Tick ONE box only, as appropriate:

N/A No Yes

D) Have you already sought professional medical advice before joining the Programme? Tick ONE box only, as appropriate:

No Not yet, but I will do it soon Yes

E) Do you have any allergy to insect bites/stings?

Tick ONE box only, as appropriate:

I don't know No Yes

F) Do you have any known drug allergies?

Tick ONE box only, as appropriate:

I don't know No Yes

G) Do you have any known food allergies?

Tick ONE box only, as appropriate:

I don't know No Yes

H) Have you already contracted a travel and medical insurance policy?

Tick ONE box only, as appropriate:

No, but I will do it well in advance of my arrival in Peru.

Yes, but I don't have the policy number yet. I will send this later.

Yes, and my Policy name and number is the following:

## EMERGENCY CONTACT

**Full Name:**

**Relationship to Participant**

(e.g. spouse, partner, parent, brother, sister, etc):

**Tel.**

(incl. international dialling code):

**Mobile**

(incl. international dialling code):

**Fax**

(incl. international dialling code):

**Email:**

I the Participant, attest that all the information hereby provided is true, accurate to the best of my knowledge and submitted voluntarily.

I acknowledge all the above and I am willing to accept this as part of agreeing to partake in this trip to the Peruvian Amazon Rainforest and **Programme in Ashi Meraya**. I am aware that this is a legally binding and enforceable contract between myself and El Mundo Magico and I sign it voluntarily. I have fully understood and carefully read this Agreement and voluntarily agree to abide by these conditions as written.

### PARTICIPANT

**Signature:**

.....

**Print Full Name As Signed:**

.....

**Date:**

(DD/MM/YY)

.....

*El Mundo Magico Ltd - Registered in England, 21 September 2000, N. 4076005 -  
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*Email: [info@elmundomagico.org](mailto:info@elmundomagico.org)*

*Web: [www.elmundomagico.org](http://www.elmundomagico.org)*