

Terms and Conditions

Thank you for choosing to book a program with Yamabushido. We look forward to experiencing the mountains with you.

Please read the following information to ensure that you fully understand how payments are made, our booking conditions, our cancellation policy, our mountain weather and conditions policy, and our release of liability waiver. Full conditions for Yamabushido are available in Japanese on the website as the Travel 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, we will act in accordance to Japanese law.

Travel Contract

The original of the travel contract between we and you is the domestic recruitment type planning travel condition document (国内募集化型企画旅行条件書) (hereinafter referred to as the "Travel Terms and Conditions") stated on the Japanese website is legally binding between you and us. 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 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 is as follows:



1. Inquiries

Once the customer makes an inquiry online, Yamabushido will send them the following:

- 1) Pre-booking Checklist including:
 - i. Program type, participation fee, payment amount, training dates, payment due date
 - ii. Rules of Shugyo
 - iii. Health Check Form
 - iv. Cancellation Policy
 - v. Standard Terms and Conditions in Japan with Privacy Policy, Booking Conditions
 - vi. Waiver Form*

Nb. If you have something to discuss at any stage, we can organise to Skype or phone call. The available times are between the hours of 9am and 4pm Monday through Friday JST.

*The Waiver Form (iv.), does not have to be completed until right before training.

2) Official Booking Form

2. Booking

Please make either a non-refundable deposit of 30% of the full price, or a full payment, to confirm your spot on the program. Please make sure you have filled in all parts of the Official Booking Form, and make sure you have thoroughly read through parts i. through v. of the Pre-booking Checklist before sending them to us. The Waiver Form (vi.) can be completed on arrival. Please be aware that we may require special permission from a doctor for some participants due to health concerns. Bookings made within 60 days prior to program start must be paid in full.

Once we have received and confirmed the Official Booking Form, we will send you an invoice for the deposit. If the deposit or full payment is not received two weeks following the sending of this invoice, OR if we do not receive the full payment 60 days prior to the start date, Yamabushido 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. In this case, we will be entitled to keep all deposits paid or due at that date according to the cancellation policy.

Please note that bookings within 60 days from the start date must be paid in full. 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.

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 travel insurance.
4. All participants must show proof of purchasing travel insurance as soon as is feasibly possible.
5. Yamabushido 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 Yamabushido waiver of liability form prior to commencing any Yamabushido 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. Yamabushido 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 Yamabushido. 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 Yamabushido.
11. Yamabushido 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. Yamabushido 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, Yamabushido 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 calculate how much our programs cost in your currency. All prices are subject to change.

Yamabushido reserve the right to change program prices due to economic circumstances. In which case, Yamabushi 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.

Substitute Guests

We will gladly accept a substitute guest 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 customer:

- 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 Yamabushido.
- 4) Cancellation fees are as follows:

	Cancellation Date	Cancellation Fee
Calculated from:	Up until 60 days prior to program start	Deposit
	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 program start and no-show	100% of program price

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

Cancellations by Yamabushido

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 with the conditions we face at the time.

1. Yamabushido reserves the right to cancel a reservation before the program starts if:
 - 1) the customer does not make a full payment by the deadline (set as two weeks prior to program start).
 - 2) the customer is found to have given Yamabushido falsified information about their health status, age or other required information.
 - 3) the customer falls ill.
 - 4) Yamabushido discovers that the customer might affect the performance of other participants in a disruptive manner.
 - 5) the customer's demands exceed those that the Yamabushido 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. Yamabushido reserves the right to stop a customer from participating after the program starts

if:

- 1) the customer is found to have given Yamabushido falsified information about their health status, age or other required information.
- 2) the customer falls ill.
- 3) the customer does not follow the instructions of Yamabushido, the customer is disruptive to other participants, the customer 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.

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

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

Responsibilities of Yamabushido

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

Responsibilities of the customer

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