



# Retreat Cancellation Policy:

The Embrace Your Essence Retreats cancellation policy is firm. Please be sure you are ready to commit before making your payment!

Be sure to contact the Retreat Coordinator directly about your travel plans before making your retreat payment. Once you make your payment, you are fully committed to the retreat.

**Cancellation beyond 60 days:** If you are on a payment plan of any kind, your payments will stop after you provide written notice of a change. If you cancel the day of your next payment processing, that will not be refunded. Only the remaining payments up to that point, until 60 days prior to retreat. You are responsible for the amount you paid up to cancellation. There will be no refund.

If you pay-in-full, we would be more than happy to apply your retreat investment towards a future retreat in situations that



are discussed between you and the retreat host. We do not offer cash/credit refunds.

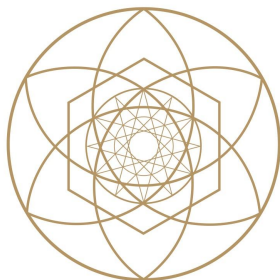
**Cancellation within 60 days:** No refund will be given. This is due to the customized nature of these retreats and the responsibility we have to the retreat venue. Thank you for understanding.



# **Participant Agreement, Waiver of Liability & Release Agreement**

PLEASE READ CAREFULLY – BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER’S ORDINARY NEGLIGENCE THAT ARE A RESULT OF THE PROVIDER’S FAILURE TO EXERCISE REASONABLE CARE.

In consideration of my participation in an Embrace Your Essence Retreat, Intuitive Identity LLC, and associated events and Activities (collectively referred to as “Retreat”) and the services of Embrace Your Essence Retreats, LLC, its agents, owners, officers, volunteers, participants, employees, sponsors, and all other persons or entities acting in any capacity on its behalf, as well as its successor and assigns (collectively referred to as “EYE”), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as “Participant”), hereby agree to release and discharge EYE as follows:



1. Waiver of Liability and Release. Participant does hereby release and forever discharge EYE from any and all liability, claims, and causes in action, which arise or may hereafter arise or are in any way connected to Participant's involvement in a Retreat. Participant understands that this Agreement discharges EYE from any liability or claim that the Participant may have against EYE with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's involvement in a Retreat, whether caused by the negligence of EYE, or otherwise. Participant also understands that EYE does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Participant understands and acknowledges that the Activities in which Participant will voluntarily engage in at a Retreat bear certain known inherent Risks that contribute to the unique character of these Activities, and that EYE cannot eliminate, alter, or control these inherent risks. These Risks include those inherent in yoga activities, equine activities, as well as those inherent in backcountry recreational activities.

2. Indemnification and Hold Harmless. Participant hereby agrees to indemnify and hold harmless EYE from any liability, claims, and causes in action, which are in any way connected to Participant's involvement in a Retreat, or use of EYE facilities or equipment, including any such claims which allege negligent acts or omissions of EYE.

3. Medical Care. Participant does hereby release and forever discharge EYE from any liability, claims, and causes in action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's involvement in a Retreat.



4. Certification and Assumption of Risk. Participant hereby certifies that he/she is physically fit, has trained sufficiently for participation in the Retreat and has not been advised otherwise by a qualified medical person.

Participant agrees that EYE is not qualified to evaluate Participant or Participant's fitness for involvement in the Retreat. Participant must determine if he or she is sufficiently fit to participate. Participant hereby expressly and specifically assumes the risk of injury or harm in the Participant's involvement in the Retreat, including, but not limited to all Risks. Participant agrees that his/her involvement in the Retreat is purely voluntary, and Participant elects to participate in the Retreat in spite of the Risks.

5. Definitions. "Activities" include, but are not limited to the following activities which may be provided and/or sponsored by Embrace Your Essence: yoga, hiking, high altitude hiking, excursions, transportation in E.Y.E. or other vehicles, training, classes, instruction, traveling to and from the Retreat, and all other activities associated with the Retreat. "Risks" include, but are not limited to those known risks inherent to the Activities specifically listed below, vehicular travel and traffic, road and trail conditions, known and unknown health conditions, allergies, sudden weather changes, rain, snow, wind, hail, lightening, high altitude or motion sickness, dehydration, heat stroke, snake bite, bee and other insect stings and/or bites, wild and domestic animals, inaccessibility to immediate medical attention, falling rocks and trees, equipment failure, driver error, rider error, Participant error, food provided, facilities, actions of other people, and acts of God.

Risks inherent in yoga activities are dangers or conditions that are an integral part of yoga activities, including but not limited to minor muscle strains, muscle sprains, bruises, abrasions, post-exercise muscle soreness, joint injuries, torn

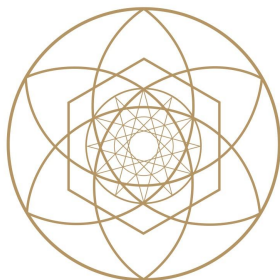


muscles, heat-related illnesses, broken bones, ACL injuries, back injuries, stroke, heart attack, paralysis, death, and injury or death caused by any of the following: equipment that breaks or otherwise fails, slips and falls, lack of nutrition or hydration, negligence on the part of Participant or other people around Participant, terrain, facilities, temperature, weather, condition, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, and teachers.

Risks inherent in outdoor recreational activities are dangers or conditions that are an integral part of backcountry recreational activities, including but not limited to sudden weather changes, rain, snow, wind, hail, lightning, Participant's physical condition and physical exertion for which Participant is not prepared, hypothermia, hyperthermia, high altitude and/or motion sickness, dehydration, heat stroke, snake bite, bee stings, insect bites and/or stings, wild and domestic animals, distance and inaccessibility to immediate medical attention, travel over rough terrain, falling rocks and trees.

6. Personal Property. Participant acknowledges and agrees that he/she is responsible for his/her equipment and all personal property during the Retreat and that EYE is not responsible in any way for such property whether it is lost, stolen or damaged.

7. Photographic Release. Participant does hereby grant and convey unto EYE all right, title and interest in any and all photographic images, video or audio recordings made by EYE during the Retreat, including but not limited to royalties, proceeds, or other benefits derived. Participant authorizes EYE to use such images, words, and likenesses for marketing, on websites, in brochures or other writings and any for any other legitimate purpose.



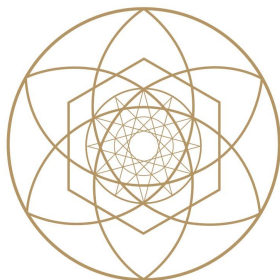
8. Interpretation and Governing Law. This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under Montana law. If any portion of this document shall be held as invalid it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the state or federal courts of Boulder County or Colorado as applicable.

## **COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement**

I acknowledge the contagious nature of COVID-19 and that the Centers for Disease Control and Prevention and many other public health authorities still recommend practicing social distancing. I acknowledge that EYE cannot guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others. I voluntarily seek to join the EYE retreat and acknowledge that I am increasing my risk to exposure to COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while at the EYE retreat.

### **I attest that:**

- I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.



- I have not traveled to a highly impacted area internationally or within the United States of America in the last 14 days and if I have I will notify EYE.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/COVID-19 and not yet cleared as non contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold EYE harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of EYE, or that may otherwise arise in any way in connection with my time at the EYE retreat. I understand that this release discharges EYE from any liability or claim that I, my heirs, or any personal representatives may have with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, participating at the EYE retreat. This liability waiver and release extends to EYE together with all board and employees.