

RESPONSIBILITY / LIMITATION OF LIABILITY

Retreat _____ Date of Event: _____

Name _____ Date of Birth: _____

Address: _____

Email: _____

This waiver is executed by and between MyndStyle, Inc. ("MyndStyle") and the above identified participant ("Participant") in the above identified retreat ("Retreat.").

Goods and services that may be provided by MyndStyle in connection with the Retreat are provided and rendered to Participant by third party vendors and suppliers who are not agents or employees of MyndStyle (collectively the "Vendors"). All goods and services, including but not limited to, accommodations, meals, tours, transportation and/or related travel services are provided by the Vendors, and are not provided or warranted in any way by MyndStyle. Participant expressly agrees that MyndStyle shall not be responsible or liable to Participant in any way for any delay or damage of any kind, including bodily injury or death, arising from the acts or omissions of the Vendors.

In no event shall MyndStyle be responsible or liable to Participant for damages arising from any failure or delay in the performance of Retreat obligations arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

MyndStyle reserves the right to (i) substitute hotels and group leaders and to alter the itinerary when deemed necessary or advisable and/or (ii) to cancel any retreat prior to the start of the Retreat subject to the cancellation terms and conditions set forth in the "Cancellation and Refunds" section listed below.

MyndStyle reserves the right to refuse any person whose actions, physical health, mental condition or general deportment, in the sole discretion of MyndStyle, impede Retreat, Retreat travel and/or rights, welfare or enjoyment of other Participants.

No refund shall be provided in the event a presenter, coach, instructor or anyone else advertised as attending, presenting or leading at a Retreat cancels for any reason.

MyndStyle is not responsible for any physical, mental, emotional, trauma, ailment, or any other kind, including death and/or bodily injury to Participant nor any damages arising during the retreat or occurring afterwards, that the Participant may experience as a result of advice and/or information provided by any presenter, workshops, or sessions of any kind, including private sessions with presenters. Attendance on the trip indicates acceptance of this and all other provisions of this responsibility clause.

TRIP PARTICIPANT RESPONSIBILITY

Retreats may include exposure to foreign environments, conditions and circumstances, including health conditions dissimilar from those to which the Participant may be accustomed. Participant represents and warrants to MyndStyle that Participant (i) does not currently suffer from and is not aware of a physical or mental limitation that would impair Participant's ability to participate in the Retreat, (ii) does not currently suffer from a medical condition, disease and/or illness that may be exacerbated by exposure to differing environmental conditions, (iii) understands and accepts responsibility for medical conditions, illness and or disease to which Participant may be exposed and/or that Participant may contract while on the Retreat and does hereby expressly waive and release all claims Participant now has or may have against MyndStyle in connection with and/or arising from same Participation in the Retreat.

Participant accepts and will abide by all the terms and conditions outlined in this document.

Participant is responsible for procuring their travel documents, passports and visas as required for the Retreat and making sure all documents are current and up to date. Participant is responsible for complying with all health and vaccination requirements for the country in which the Retreat takes place. Participant is responsible for bringing the appropriate clothing, supplies, and personal medicinal needs.

CANCELLATION AND REFUNDS

Cancellation made 180 days or more from the start of the Retreat will result in a full return of the Deposit and no additional charge. Cancellation made less than 180 days from the start of the Retreat will result in the loss of the Deposit. Cancellation made between 91-120 days from the start of the Retreat will result in a loss of fifty percent (50%) of the Retreat price. Cancellation made less than 90 days from the start of the Retreat will result in the full loss of the Retreat price.

MyndStyle reserves the right to cancel this trip in their sole discretion if booking participation does not meet necessary minimum levels (if they do so, Participants will be notified and their deposits refunded in full). MyndStyle shall not be responsible for Participant's losses in the event that MyndStyle has to cancel the Retreat. Trip Cancellation insurance is strongly recommended if there is a possibility that the Participant might have to cancel their trip. All cancellations must be made to MyndStyle in writing and any refund requests must also be made in writing to MyndStyle. Please send written requests to: info@Mynd-Style.com.

MyndStyle reserves the right to cancel any Retreat prior to the start of the Retreat for any reason whatsoever, including an insufficient number of participants, logistical problems, or force majeure (e.g. acts of God, war, strikes, etc.), which may impede retreat operations.

MyndStyle must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled date of the Retreat. If a trip is cancelled due to forces beyond their control (acts of God, war, labor strikes, earthquake, flooding, etc.) MyndStyle will promptly refund the portion of the Retreat cost not advanced to suppliers. MyndStyle will use its best efforts to recover advance payments as promptly as possible, and will refund to Participant the amount recovered, if any. MyndStyle does not guarantee recovery of any or all of the advance payments made, and their efforts to recover these payments will not require the institution of any legal proceeding. In the event of cancellation by MyndStyle, the refund of Participant's payment(s) for the Retreat, including deposit, all subject to the forgoing refund limitations, shall constitute a full release of MyndStyle from any further damage liability to Participant.

No refunds shall be made to a Participant after a Retreat has commenced.

TRAVEL INSURANCE

MyndStyle recommends travel insurance for this retreat to cover issues such as trip cancellation, from either party, medical issues and injuries that may not otherwise be covered by Participant’s insurance carrier and/or adventure sports & activities insurance for excursions and activities occurring during the Retreat (collectively, “Travel Insurance”). This is particularly important if the retreat and/or events and activities are located outside the contiguous United States.

BY INITIALING BELOW, PARTICIPANT CONFIRMS THAT TRAVEL INSURANCE WAS RECOMMENDED, AND IF PARTICIPANT ELECTS NOT TO PURCHASE TRAVEL INSURANCE, THEN PARTICIPANT ASSUMES ALL RISKS ASSOCIATED WITH THAT ELECTION: _____.

By signing below, Participant agrees to the terms and conditions in this document:

Signature: _____ **Date:** _____