

TERMS AND CONDITIONS

By taking any actions towards attending the retreat, including completing an online reservation/booking, making payment for this retreat, or by attending the retreat, you accept these Terms and Conditions as a binding contract between RAW Therapy LLC (sometimes also referred to as “Specialty Aquatic Programs” or “Nicole Scherbarth”) and you (hereinafter referred to as “you” or “I”).

EMAIL ADDRESS & TELEPHONE It is vital that we have a valid email address. If you change this you should inform us immediately. We correspond by email. Once your booking has been made and we have received your deposit, all further correspondence is by email. We will also email you all of the information that you’ll require to get to the retreat location. We also require a mobile phone so we can contact you during your stay.

PAYMENT, RESERVATION AND DEPOSIT Upon booking and confirmation, we charge 100% of the retreat price unless an installment plan is agreed upon in writing.

TRAVEL TO THE RETREAT LOCATION No travel is included, including any air travel, or any transportation from the airport by third party transportation services (i.e. cabs, private cars).

CANCELLATION AND REFUNDS The entirety of the amount paid for the retreat is not refundable and there are no exceptions or refunds due to cancellations for any reason. This includes any refunds or cancellations due to issues with health, transportation, or force majeure. Please understand that the refund policy is in place because upon booking we reserve room, meals, instructors, and other expenses for each retreat attendee. You understand that fees paid with an authorized credit or debit card payment are not subject to a right by You to a credit/debit card refund or chargeback after signup. By making the payment, you represent you are authorized to make the payment using the card. If you later dispute the charges, you agree not to cancel, revoke, chargeback or dispute any previously entered charge on your credit card. If you do so, and it is later determined that the charge was properly authorized, you

agree to pay all out-of-pocket fees and costs incurred by RAW Therapy LLC as a result of the improper cancellation, revocation, chargeback or dispute.

PHOTOGRAPHY We will at times take photographs and videos during the retreat for our website, social media accounts (Instagram, youtube, facebook) and promotional material, including as advertisements. You agree to have your photograph taken and that all photographs or videos are the exclusive property of RAW Therapy LLC. If you do not agree or wish to not participate in any photos or videos, please indicate this in writing prior to or during the retreat. You consent to the use of any photographs, pictures, or video taken of you for publicity, promotion, social media, and expressly waive any right of privacy, compensation, copyright or other ownership right.

OUR RESPONSIBILITY RAW Therapy LLC is responsible for providing the following:

- Aqua classes & services
- Group mediation sessions
- Yoga & Massage
- Breath work & teaching circles

Personal belongings. Any valuables left at the retreat property are the guests' sole responsibility and RAW Therapy LLC is not responsible for any loss, theft, or damage of personal items or property, including money, credit or debit cards, or travelers checks.

Force majeure and weather. There are no refunds for any reason including force majeure or adverse weather. Force majeure means any unusual and unforeseeable circumstances beyond our control including, but not limited to, threat of war, riot, civil unrest, strikes, facility technical problems, transport issues, closure or congestion of airports, terrorist activity, natural disasters, industrial disasters, fire, flooding and adverse weather conditions.

RELEASE OF LIABILITY. I agree to release RAW Therapy LLC from all liability for injuries, damages, claims or causes of action arising out of its negligence. This includes injuries or damages which may result from participation in any activity or exercise offered at the retreat or any other improper or negligent act or instruction. I fully understand that if any medical treatment is provided to me, with or without my consent, such treatment will be first aid type treatment and I waive any and all claims or causes of action arising from or based upon the provision treatment including negligent provision treatment. This release is not intended as an attempted release of claims of gross negligence or intentional acts. **I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a release of liability. I am waiving any right that I may have to bring a legal action to assert a claim against RAW Therapy LLC arising out of RAW Therapy LLC's own negligence.**

ASSUMPTION OF THE RISK. I agree that I engage in any and all activities at or during the retreat at my own risk, including, but not limited to, yoga, meditation, exercise, hiking, excursions, swimming, and any other physical activity or use of any facility on the premises. I understand that participation in any activities offered by RAW Therapy LLC carries with it certain risks, known and unknown, including the risk of personal injury. I fully assume the risk of injury. **I hereby release RAW Therapy LLC and any of their related companies, members, managers, officers, directors, instructors, employees, agents, and co-participants from their own negligence and any duty of reasonable care to protect me from injury.**

INDEMNIFICATION. I agree to defend, indemnify, and hold harmless RAW Therapy LLC from and against any third party losses, damages, actions, suits, claims, judgments, interest, penalties, expenses, attorneys fees, and costs of any kind, which arise from or relate to personal injury, loss of life, or damage to property, which is sustained by reason of or arising out of my use of the premises at the retreat or participation in any activities at or during the retreat.

You will be requested to sign a document with terms similar to those stated herein upon arrival at the retreat. If you would like to review an exact copy of the language outlined in that document at any time (including prior to your

payment for the retreat, booking of travel arrangements, or your departure to the retreat location) please send us an email.

Governing Law and Venue. This agreement will be governed by Michigan law and any action arising out of this agreement must be brought exclusively in any state or federal court.

Compliance with Laws. I agree and warrant that I will comply with all applicable laws, rules and regulations.

Severability. If any provision or portion of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

Entire Agreement; Modification; Binding Effect. This is the entire agreement and supersedes any prior agreement, whether written or oral, including advertisements or promotional materials on websites or social media. I disclaim any reliance on all prior representations. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.