

Terms & Conditions for Abundance Life Coaching Retreats (2024)

By taking any actions towards attending a retreat, including completing an online reservation/booking, making payment for a service or retreat, or by attending a retreat, you accept these Terms and Conditions as a binding contract between Abundance Life Coaching, LLC and any of their related companies, members, managers, officers, directors, instructors, retreat leaders, and employees (sometimes also referred to as “ALC”) 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 full or partial payment, all further correspondence is by email. We will also email you all of the information about the retreat location at least seven (7) days prior to the first day of the retreat. We also require a mobile phone number so we can contact you by text when necessary.

PAYMENT, RESERVATION AND DEPOSIT. Upon booking, you will be charged according to the payment plan you selected. If you choose to make a partial payment, invoice(s) will be emailed to you when payments for remaining balance(s) are due.

TRAVEL TO THE RETREAT LOCATION. You are responsible for any and all travel arrangements to/from the retreat location, including any air travel, or any transportation from the airport by third party transportation services (i.e. cabs, private cars). No travel is included in the retreat registration fee.

CANCELLATION AND REFUNDS. Cancellations will be accepted up to 30 days before the retreat start date. Registrations canceled within 24 hours of booking will be refunded in full within 5 business days, less 4% processing fee. For all other cancellations, any and all payments, less the non-refundable deposit, will be refunded before the retreat start date. There are no exceptions or refunds of the deposit due to cancellations beyond 24 hours of booking 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 registration. 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 Abundance Life Coaching, LLC as a result of the improper cancellation, revocation, chargeback or dispute.

PHOTOGRAPHY. We will at times take photographs and videos during retreats for our website, social media accounts (e.g. Instagram, Facebook) and promotional material, including as advertisement. You agree to have your photograph taken and that all photographs or videos are the exclusive property of Abundance Life Coaching 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. All photographs or videos are the exclusive property of ALC.

PERSONAL BELONGINGS. Any valuables left at the retreat property are the guests' sole responsibility and Abundance Life Coaching is not responsible for any loss, theft, or damage of personal items or property, including money, credit cards or debit cards.

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, resort 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 Abundance Life Coaching and retreat leaders 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 Abundance Life Coaching, LLC arising out of ALC'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, dining, 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 ALC carries with it certain risks, known and unknown, including the risk of personal injury. I fully assume that risk of injury. **I hereby release Abundance Life Coaching, LLC and any of their related companies, members, managers, officers, directors, instructors, retreat leaders, 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 Abundance Life Coaching, LLC and retreat leaders 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.

GOVERNING LAW AND VENUE. This agreement will be governed by Wisconsin law and any action arising out of this agreement must be brought exclusively in any state or federal court located in Milwaukee.

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.