

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS
THE ULTIMATE RELATIONSHIP WORKKSHOP
PURA VIDA RESORT & SPA, COSTA RICA – SEPT. 12-19, 2020

PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS. And please note that “Bay Area Mindfulness and Therapy Center” may be named interchangeably with “Joree Rose”, and “Guide to Self” may be used interchangeably with “John Schinnerer”.

ASSUMPTION OF RISKS

I _____, acknowledge that I have voluntarily applied to participate in the retreat designated above. I am voluntarily participating in the retreat with knowledge that travel involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. I assume the risk of negligence on the part of The Bay Area Mindfulness and Therapy Center and/or Guide to Self, their affiliated organizations and their employees, teachers, volunteers or other agencies in connection with said retreat.

I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____/_____.
(Participant #1 and #2 must both initial)

RELEASE

AS LAWFUL CONSIDERATION for being permitted by The Bay Area Mindfulness and Therapy Center and/or Guide to Self, to participate in such retreat and accompanying activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue The Bay Area Mindfulness and Therapy Center and/or Guide to Self, or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the retreat.

I therefore release and discharge The Bay Area Mindfulness and Therapy Center and/or Guide to Self, and their agents, employees, teachers and volunteers from and against any and all liability arising from my participation in the retreat even though that liability may arise out of negligence or carelessness on the part of The Bay Area Mindfulness and Therapy Center and/or Guide to Self, or their affiliate agents, employees, teachers or volunteers.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Joree Rose and/or John Schinnerer be liable to any retreat participant for more than the land cost of the retreat applied for on this document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under the "Cancellation and Refunds" section below. All applications are subject to acceptance by Joree Rose and/or John Schinnerer. Upon acceptance of my application, this agreement shall be deemed to have been entered into at Danville, CA, and shall be construed according to the laws of the State of California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be Danville, CA.

**I HEREBY ACCEPT THE ABOVE THREE PARAGRAPHS AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____/_____.
(Participant #1 and #2 must both initial)**

CANCELLATION

If you cancel thirty days before arrival, a full refund will be returned. If you cancel within 30 days, all deposits will be held as a credit for up to one year from the date of cancellation to be used at Pura Vida Retreat & Spa and/or any of our affiliate resorts. It can not be guaranteed that Joree & John will be holding another retreat at Pura Vida, so if there is a deposit to be used at a future time, that may or may not be applied towards The Ultimate Relationship Workshop. Cancellations must be made to Pura Vida Retreat & Spa, by calling **888-767-7375** or reservations@puravidaspa.com

Joree Rose and/or John Schinnerer reserves the right to cancel any retreat prior to departure for any reason whatsoever, including an insufficient number of participants or logistical problems (e.g. acts of God, war, strikes, etc.), which may impede retreat operations. The refund of all payments as described in the paragraph below shall release The Bay Area Mindfulness and Therapy Center and/or Guide to Self from any further liability. A retreat trip cancellation due to insufficient numbers would occur at 90 days prior to departure, unless acts of God, war, strikes or other events impede our

departure causing large numbers of participants opt to cancel participation on the journey in the last days before departure.

The Bay Area Mindfulness and Therapy Center and/or Guide to Self must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled date on the retreat. If the retreat is cancelled due to forces beyond our control (acts of God, war, labor strikes, earthquake, flooding, etc.), The Bay Area Mindfulness and Therapy Center and/or Guide to Self will promptly refund the portion of the retreat cost not advanced to suppliers. The Bay Area Mindfulness and Therapy Center and/or Guide to Self will use its best efforts to recover advance payments as promptly as possible, and will refund to you the amount recovered, if any. However, The Bay Area Mindfulness and Therapy Center and/or Guide to Self does not guarantee recovery of any or all of the advance payments made. This policy applies to retreat cancellation by client choice following any necessary increase in retreat costs.

**I HEREBY ACCEPT THE ABOVE THREE PARAGRAPHS AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____/_____.
(Participant #1 and #2 must both initial)**

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents of this agreement. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and (YOUR COMPANY or your name if you are not a corporation) and I sign it of my own free will.

EXECUTED THIS _____ DAY OF _____ 20__

SIGNATURE _____
(participant #1)

PRINT NAME _____
(participant #1)

SIGNATURE _____
(participant #2)

PRINT NAME _____
(participant #2)