Retreat Agreement

This Retreat Agreement, hereinafter referred to as "Agreement," is made between the retreat organizer ("Organizer"), specifically as follows:

CBRC Health & Fitness, a limited liability company, organized under the laws of the state of Washington, having its principal place of business at the following address:

1776 Terminal Drive
Richland, WA 99353

Website Address: www.my-cbrc.com (the "Website")
Telephone (509) 943-8416

and you, as a user of this website and guest of the retreat ("Guest").

Your attendance at the Retreat, as defined below, is subject to each of the terms and conditions contained within this Agreement, all parts and sub-parts of which are specifically incorporated by reference here. By clicking "Purchase," "Confirm," "Attend," or undertaking any other affirmative action manifesting your intent to attend to Retreat, including providing the Organizer with credit card or billing information to be charged for attendance at the Retreat, you acknowledge and agree that you are entering into a legally binding agreement with the Organizer.

YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE MANIFESTING YOUR ASSENT, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT MANIFEST YOUR ASSENT TO ATTEND ANY OF ORGANIZER'S RETREATS.

Organizer and Guests may be referred to individually as "Party" and collectively as the "Parties."

Article 1 - RETREAT TERMS:

The details of the Retreat are as follows:

Name of Retreat: CBRC Wellness Retreat (the "Retreat")

Type of Retreat: Yoga & Fitness Retreat

Accommodation Type: hotel

Departure Date: 10/05/2027

Return Date: 10/10/2027

Location:

Tuscany, Italy

Total Fees: $3,850 (three thousand eight hundred and fifty US dollars) ("Total Fees")

Additional details regarding the Retreat, such as included meals and amenities, transportation, etc., if applicable, will also be included on a page shown to you prior to full purchase or provided to you through emails and additional communications prior to the Retreat. Any such page is hereby incorporated by reference and shall be considered part and parcel of this Agreement.

Article 2 - CONFIRMATION:

In order to purchase the Retreat package, the following steps must be taken:

In order to complete the Retreat package purchase, Guests must contact the Organizer individually through the Website or Business email listed above. Any documents or files which are exchanged between Guest and Organizer are hereby incorporated by reference into this Agreement.

At the conclusion of these steps, you will receive a confirmation email which will outline the details of your completed registration. If you do not receive a confirmation email within five (5) days of completing your registration, please contact Organizer.

Organizer may request the provision of additional information, such as identification and travel information and/or additional forms and questionnaires. You hereby consent to receive all such correspondence related to the Retreat, including the itinerary.

Please be advised the itinerary is subject to change and may be modified by Organizer at any time. You hereby acknowledge and agree that Organizer has a right to do so for any reason, including, but not limited to weather, third-party vendors or providers, and any local circumstances which Organizer deems unfit for travel.

Article 3 - PAYMENT:

At the time of booking the Retreat, you must provide a deposit of the following amount: $500 (five hundred US dollars) ("Deposit").

The Retreat must be booked and the Deposit paid prior to the following date: July 5, 2027. The Deposit and all fees are nonrefundable. If you cancel your spot in the Retreat, you will not be entitled to any refund of the Deposit or any additional fees paid.

If the Retreat is booked by you after the date listed above, the Total Fees for the Retreat are due at the time of booking.

The entirety of the Total Fees must be paid the following amount of time prior to the departure date of the Retreat: 90 days.

If the Total Fees are not received by Organizer by the date listed above, your spot may be canceled without prior notice to you.

Article 4 - ADDITIONAL ITEMS:

You are solely and exclusively responsible for maintaining up-to-date and valid travel documentation, such as passports, as well as any required and applicable travel visas, immunizations, or other required documentation for the locations being visited. Organizer is not liable or responsible for any Guest being denied entry or exit to or from any location or country.

Article 5 - TRAVEL INSURANCE:

All guests are strongly encouraged to purchase and maintain travel insurance during the entire length of the Retreat (including through the return date). Guests that choose to purchase coverage are individually responsible for paying for travel insurance and ensuring adequate coverage. Coverage should ideally include, but not be limited to: illness, injury, property damage, loss of personal items, death, cancellation and any other potential losses, damages, expenses, and/or liabilities.

Organizer is not responsible or liable for any loss, damage, expense, cost, or any other travel issue. Guests may fail to purchase travel insurance at their own risk.

Article 6 - CANCELATIONS:

As noted above, Organizer reserves the right to cancel if Total Fees are not received by the following amount of time prior to the departure date of the Retreat: 9 weeks, 6 days. If such a cancelation is undertaken, you are not entitled to receive your Deposit back or any other fees paid to that date.

Organizer may also cancel the Retreat for any reason, unrelated to an individual Guest, in the Organizer's sole and exclusive discretion. If Organizer cancels for any commercial reason, all Guests are entitled to receive back any and all monies paid to the Organizer. However, Organizer shall not be responsible for any additional fees paid by Guest to any third parties, such as travel companies, airfare, etc.

If Guests wish to cancel, written notice of such cancellation must be sent to Organizer via email. As noted above, in the event of Guest cancellation, no fees will be returned.

Article 7 - MEDIA RELEASE:

You acknowledge and agree that before and during the Retreat, you may be subject to photographs, video, sound recordings, or other media captures of your face, name, voice, or likeness. In consideration for your participation in the Retreat, you hereby and irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or re-release of the Released Media, as defined below, by the Organizer, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to as the "Release Receiver") for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented.

The Released Media will include, but is not limited to, all photographs, videos, sound recordings, paintings, sculptures, and all other media currently known or hereinafter developed, captured of you or your likeness before and during the Retreat by the Release Receiver.

You hereby release the Release Receiver from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and forego any opportunity, whether past or present, to copyright or trademark the Released Media.

You give consent to the use of this Released Media while knowing and understanding that your name, comments, and other identifying factors may be revealed to the general public. However, the Release Receiver may not make known to any party in any medium my known or previously known location, email or physical address, or any other contact details, such as phone number.

Article 8 - VOLUNTARY PHYSICAL PARTICIPATION:

You hereby acknowledge and agree that you will voluntarily be participating in certain physical activities ("Physical Activities") on the Retreat. The Physical Activities may include, but are not limited to: walking, swimming, hiking, biking, yoga, fitness activities, climbing, or other types of strenuous physical activities.

You understand and are aware that your participation in the Physical Activities involves risks. These risks may lead to tangible or intangible harm, and you agree that they may result not only from your own actions but also from the actions of others. With the knowledge and understanding of these risks, you choose, of your own will and volition, to continue participating in the Physical Activities.

You also acknowledge and agree that there are risks that you may not have considered, yet you waive your right to any claims that may occur from these unconsidered risks and choose, of your own will and volition, to participate in the Physical Activities.

You acknowledge and agree that by attending the Retreat you consent to waive certain legal rights, including the right to sue the Organizer, and, if applicable, its owners, employees, agents, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to you during your participation in any of the Physical Activities undertaken while under their instruction or thereafter.

Article 9 - HEALTH ELIGIBILITY:

Your participation in the Retreat indicates your acknowledgment and agreement with, as well as your warranty of, the following statements:

(a) It is my responsibility to consult a physician before participating in this or any Retreat to ensure my eligibility for strenuous Physical Activity and I affirm that I have no medical conditions that would restrict me from participating in any of the Physical Activities.

(b) I agree to hold the Organizer, and if applicable, its employees, owners, agents, trainers, and representatives, harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Retreat. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.

(c) I agree that if I do experience medical issues, I will contact my doctor immediately.

(d) I agree and verify that all of the information that I have given the Organizer and its representatives is accurate, up-to-date, and without the omission of any known medical issues.

(e) I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Organizer harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

(f) I agree to keep the Organizer apprised of any changes or upcoming changes concerning my physical health and personal information.

(g) I understand and agree that it is my responsibility to let the Organizer know if I find myself in any pain or discomfort before, after, or during the Retreat.

(h) If I do require medical treatment or attention while or after participating in the Retreat, I agree that the medical costs are mine and mine alone and hold the Organizer blameless from any charges, fees, or costs that my conditions may incur.

(i) I specifically acknowledge and agree that these clauses are not intended to be a general release, which would be limited under some state and local laws.

Article 10 - GENERAL ASSUMPTION OF RISK:

You agree and understand that your participation in the Retreat may involve risks. These risks may lead to tangible or intangible harm, as discussed above. Additional risks, such as those risks involved in being in another country, a country where medical services are not available, or a country with an unsteady political, cultural, or geographical climate, may also be present.

It is your responsibility to familiarize yourself with all possible risks involved in participation in the Retreat. You agree that Organizer is not liable, to the fullest extent permissible by law, for any harm that may come to you due to your participation in the Retreat.

YOU ACKNOWLEDGE THAT YOUR DECISION TO ATTEND THE RETREAT IS MADE WITH FULL KNOWLEDGE OF ALL INFORMATION DESCRIBED ABOVE AND THAT YOU ARE ATTENDING OF YOUR OWN WILL AND VOLITION. YOU AGREE TO BE THE SOLE PARTY RESPONSIBLE FOR ASSUMPTION OF ALL RISK INVOLVED IN CONNECTION WITH THE RETREAT. IN NO EVENT WILL ORGANIZER BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE RETREAT.

Article 11 - USE:

Guest agrees not to use the Website or Retreat for any unlawful purpose or any purpose prohibited under this clause. Guest agrees not to undertake any action which may damage the Organizer in any way.

Guest further agrees not to use the Website or Retreat:

(a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

(b) To violate any intellectual property rights of the Organizer or any third party;

(c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

(d) To perpetrate any fraud;

(e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

(f) To publish or distribute any obscene or defamatory material;

(g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

(h) To unlawfully gather information about others.

Article 12 - RELEASE OF LIABILITY:

Guest hereby releases Organizer, as well as any of Organizer's affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Guest's dispute with any other Guest.

Article 13 - TERMINATION:

This Retreat Agreement shall continue until canceled as specified above by either Party or until the Guest attends and completes the Retreat. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 14 - INTELLECTUAL PROPERTY:

Guest acknowledges and agrees that the Organizer's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organizer or its affiliates, licensors, or suppliers.

Guest acknowledges and agrees that the source and object code of the Website and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organizer and its affiliates, licensors, and suppliers.

Guest expressly agrees not to do anything inconsistent with Organizer's ownership of all of the intellectual property discussed herein. Guest further agrees that there are no rights, title, or interest in or to any of the Organizer's Intellectual property. In addition, Guest is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organizer or any third party.

Article 15 - RESTRICTIONS:

Guest is prohibited from selling or reselling Guest's space in the Retreat, unless Guest has specifically executed a written agreement with Organizer that expressly allows for such activity.

Article 16 - INDEMNIFICATION:

Guest agrees to defend and indemnify Organizer and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Guest's use or misuse of the Website, Guest's attendance at the Retreat, Guest's breach of this Agreement, or Guest's conduct or actions. Guest agrees that Organizer shall be able to select its own legal counsel and may participate in its own defense, if so desired.

Article 17 - REPRESENTATION:

Guest agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement or that they have their parent or guardian consenting for them to attend the Retreat.

Article 18 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 19 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Washington. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organizer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 20 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Washington without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: Benton County.

Article 21 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.