

Retreat Workshop Application

Please carefully read all the terms and conditions of this contract detailed below before purchasing Art Workshop & Retreat with Yvette Gellis (hereinafter, "Teacher"). For and in consideration for being permitted to participate in the Art Workshop retreat you have selected with Teacher (the "Retreat"), you (the undersigned) agree to accept and be bound by the terms and conditions set forth herein ("Retreat Application").

- 1. RETREAT DETAILS.** Retreat details for the Retreat, such as information about the destination, retreat host resort, accommodations, retreat dates, included meals, included transportation, included yoga classes ("Retreat Classes"), payment details and due dates can be found in information distributed by Teacher.
- 2. REGISTRATION.** To reserve a spot for the Retreat, you must execute this Retreat Application and submit it to Teacher with your non-refundable deposit (the "Deposit").
- 3. CONFIRMATION.** After Teacher receives your executed Retreat Application and Deposit, Teacher will send you a confirmation email. Please contact Teacher if you do not receive a confirmation email within five (5) business days of submitting your Retreat Agreement and Deposit.
- 4. PAYMENT TERMS.**
 - 1. Total Payment.** The Total Payment is due in full MAY 1st, 2020 - prior to the first date of the Retreat specified on Teacher's material distributed by Teacher (the "Payment Due Date"). IF TEACHER DOES NOT RECEIVE YOUR TOTAL PAYMENT ON OR BEFORE THE PAYMENT DUE DATE, TEACHER MAY CANCEL YOUR RESERVATION WITHOUT NOTICE.
 - 2. Deposit.** Your Deposit is non-refundable. You may request to have your deposit applied to another Retreat Hosted by Teacher, but such deposit transfer shall be at the sole discretion of Teacher.
- 5. PASSPORT, VISA AND RELATED ITEMS.** You are responsible for obtaining and maintaining a valid passport and all appropriate visas for Indonesia. Teacher is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.
- 6. TRAVEL INSURANCE. TEACHER STRONGLY RECOMMENDS THE PURCHASE OF TRAVEL INSURANCE IMMEDIATELY AFTER YOU MAKE YOUR DEPOSIT PAYMENT (OR SOONER IF ANY OTHER NON-CANCELLABLE TRIP EXPENDITURES HAVE BEEN INCURRED). You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the Retreat with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively "Losses"). You will be solely responsible for any Losses related to your failure to procure travel insurance. Teacher and the host resort, Villa Selat, are not responsible for any Losses you incur and/or sustain.**
- 7. CHANGES OR CANCELLATION.**
 - 1. Changes.** Teacher reserves the right to make changes to any and all aspects of Retreat without limitation if, in Teacher's sole discretion, Teacher deems due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, or for any other reason considered commercially necessary by Teacher. You will not be eligible for any refunds of any amounts based on any such changes to the Retreat.
 - 2. Cancellations.**
 - 1. By Teacher.** Teacher reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts. Teacher further reserves the right to cancel the Retreat prior to the first day of the Retreat for any commercial reason in Teacher's sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Teacher, but in no event will Teacher be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.
 - 2. By You.** All cancellations by you must be in writing and emailed to Teacher at the contact email address used by Teacher to communicate with you. If cancellation takes place prior to the Payment Due Date, any payments made by you will be refunded, except your non-refundable Deposit. If cancellation takes place after Payment Due Date, you forfeit the entire amount remitted to Teacher.
 - 3. Effect of Changes or Cancellation.** In the event of any change or cancellation under this Section 7, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in Sections 7(b)(i)(2) and 7(b)(ii)) and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.
- 8. PHOTOS, VIDEO, OTHER MEDIA RELEASE.** By and in consideration for being permitted to participate in the Retreat, you irrevocably grant Teacher and the retreat host resort, Villa Selat, and their agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose.
- 9. VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY.** You acknowledge that you are voluntarily participating in the Retreat with Teacher, which may include strenuous physical activity including without limitation yoga, walking, running, hiking, dancing, climbing, swimming, jumping, and various other exercises or physical activity ("Physical Activity"). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Retreat and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Retreat.
- 10. HEALTH AND FITNESS ELIGIBILITY.** You represent that you are over the age of eighteen (18) and are healthy, in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Retreat. You further represent that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Retreat, including any Physical Activities. You have consulted with your physician and your physician has authorized you to participate in the Retreat, including any Physical Activities. You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to participating in the Retreat. If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Retreat, you will cease participation in the same and seek appropriate medical attention. YOU ARE HEREBY ADVISED THAT THE RETREAT WILL TAKE PLACE IN AN AREA WHERE MEDICAL SERVICES OR HOSPITAL FACILITIES FOR SERIOUS HEALTH ISSUES (OR YOUR PARTICULAR HEALTH ISSUES) MAY NOT BE AT A LEVEL CONSISTENT WITH MEDICAL CARE IN YOUR HOME COUNTRY. YOU ARE FURTHER ADVISED THAT ANY MEDICAL OR EVACUATION EXPENSES WILL BE YOUR SOLE RESPONSIBILITY. As a result, we strongly encourage you to purchase travel insurance with appropriate coverage for your needs. We reserve the right in our sole discretion to refuse your participation in the Retreat, any Retreat Classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Teacher also reserves the right to deny participation in the Retreat or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

11. **ASSUMPTION OF RISK.** You understand that serious accidents may occur during Physical Activities, including without limitation yoga classes, and that participants can sustain fatal and/or serious personal injury. As stated above, the Retreat will take place in a location where medical services or hospital facilities for serious and/or particular health issues may not be at a level consistent with your home country. Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity (including yoga and classes) which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during your participation in the Retreat. YOU ACKNOWLEDGE THAT YOUR DECISION TO PARTICIPATE IN THE RETREAT IS MADE IN FULL CONSIDERATION OF THE FOREGOING INFORMATION AND THAT YOU SOLELY AND EXCLUSIVELY ASSUME THE RISKS INVOLVED WITH PARTICIPATING IN THE RETREAT. IN NO EVENT WILL TEACHER OR THE RETREAT HOST RESORT, VILLA SELAT, BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE RETREAT.
12. **INJURY AND ILLNESS.** In the event you are injured or should become ill while participating in the Retreat, you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that IN NO EVENT SHALL TEACHER, VILLA SELAT AND/OR ANY TEACHER OR VILLA SELAT PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE RETREAT.
13. **WAIVER OF LIABILITY AND RELEASE.** IN CONSIDERATION FOR PARTICIPATING IN THE RETREAT, YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE TEACHER OR THE RETREAT HOST RESORT, VILLA SELAT, THEIR OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES, AND OTHER REPRESENTATIVES (EACH A "TEACHER AND/OR VILLA SELAT PARTY" AND COLLECTIVELY, THE "TEACHER PARTIES") FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (INCLUDING BUT NOT LIMITED TO ANY EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, MEDICAL EXPENSES, LOST WAGES/INCOME, LOSS OF SERVICES, LOST PROFITS, PROPERTY DAMAGE, PAIN, ILLNESS, AND DEATH) (COLLECTIVELY "LIABILITIES") WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE RETREAT AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY TEACHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.
14. **INDEMNITY.** YOU FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TEACHER PARTIES (INCLUDING BUT NOT LIMITED TO TEACHER AND VILLA SELAT) FROM ANY AND ALL LIABILITIES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES) THAT ONE OR MORE OF THE TEACHER PARTIES MAY INCUR AS A RESULT OF YOUR PARTICIPATION IN THE RETREAT, WHETHER CAUSED BY THE NEGLIGENCE OF ANY TEACHER PARTY OR OTHERWISE (BUT EXCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A TEACHER PARTY), TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.
15. **BINDING EFFECT.** It is your express intent that this Retreat Application shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE any of the Teacher Parties.
16. **GENERAL.**
 1. **Entire Agreement.** This Retreat Application constitutes the entire agreement between you and Company, and supersedes any prior agreement, regarding the subject matter herein. You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Teacher Party.
 2. **Force Majeure.** If Teacher is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Teacher's reasonable control, TEACHER NOR VILLA SELAT WILL BE UNDER NO LIABILITY WHATSOEVER TO YOU AND MAY, AT TEACHER'S SOLE DISCRETION, BY WRITTEN NOTICE TO YOU, EITHER CANCEL THE RETREAT PURSUANT TO SECTION 7 OR TAKE ANY OTHER REASONABLE ACTION.
 3. **Choice of Law and Jurisdiction.** You irrevocably agree that this Retreat Agreement shall be governed by the laws of the State of California ("California"), that any mediation, suit, or other proceeding must be filed or entered solely and exclusively in the federal or state courts located in California and any courts of appeal therefrom shall have sole and exclusive jurisdiction to settle any dispute arising under or in connection with this Agreement (including any disputes as to this Agreement's existence or validity). You waive any objection on the grounds of lack of jurisdiction, forum non conveniens, or otherwise to the exercise of jurisdiction by such courts.
 4. **Interpretation.** You acknowledge and agree that this Retreat Application, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.
 5. **Severability.** If any portion(s) of this document is/are held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, such portion(s) shall be interpreted and/or reformed without further action of the parties hereto to render them valid and enforceable when applied to the facts at issue and the lawfulness, validity, and enforceability of such provision(s) as applied to any other facts, and the lawfulness, validity, or enforceability of the remaining provisions of this Retreat Agreement shall in no way be affected or impaired thereby.
 6. **Waiver.** The failure or delay by Teacher or Villa Selat to enforce or exercise any provisions of this Retreat Application shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Retreat Application shall not amount to a waiver of any other provision.
 7. **Headings.** The headings in this Retreat Application are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein.
17. **YOU ARE AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THE RETREAT, AND ACKNOWLEDGE THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LIABILITY, WHICH CREATES A CONTRACT BETWEEN YOU AND TEACHER. BY YOUR SIGNATURE BELOW, IT IS YOUR INTENTION TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ANY OTHER LIABILITY UPON YOURSELF, TO THE EXCLUSION OF TEACHER AND VILLA SELAT AND ALL TEACHER PARTIES, AND TO EXEMPT TEACHER AND VILLA SELAT AND ALL TEACHER PARTIES FROM LIABILITY FOR, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR ANY OTHER LIABILITIES.**

(Signature of Retreat Applicant)

Date