Agreement of Release and Waiver of Liability

I, (print name) _____, hereby agree to the following:

1. I am participating in the Workshop offered by MIND BODY VIBE PTY LTD during which I will receive information and instruction about physical training, meditation, hypnotherapy and mindset coaching. I will possibly be participating in additional physical activities at my own discretion (such as bush walking, water sports, kayaking etc). I recognise that these activities require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.

2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Workshop and any travel precautions. I represent and warrant that I am physically fit and I have no medical conditions that would prevent my full participation in the Workshop.

3. I will inform MIND BODY VIBE PTY LTD in email of any health related issues I have that may affect me whilst participating in the Workshop.

4. I understand that if I am pregnant, I will take necessary steps to ensure my doctor and health care providers know I am participating in this Workshop. I assert that I am of fit health to participate in the Workshop and will alert all teachers whose sessions I participate in that I am pregnant.

5. In consideration of being permitted to participate in the Workshop, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Worskhop, including any travel and any or all activities done with MIND BODY VIBE PTY LTD and their partners, or as an individual at the accommodation and facilities provided.

6. In further consideration of being permitted to participate in the Workshop, I knowingly, voluntarily and expressly waive any claim I may have against MIND BODY VIBE PTY LTD staff for injury or damages that I may sustain as a result of participating in the Workshop. I, my heirs and legal representatives forever release, waive, discharge and covenant not to sue MIND BODY VIBE PTY LTD for any injury or death caused by their negligence or other acts. Travel Insurance is recommended.

I have read the above release and waiver of liability and fully understand its contents. I acknowledge that I have had ample opportunity before signing this Form to get independent legal advice about it.

Name of Participant:

_____

Signature of Participant: Date:

_____ _____

Emergency Contact Name:

_____

Phone Number: Relationship:

_____ _____

Workshop Terms & Conditions

Payment

> Bookings are confirmed only upon full-payment via our online payment portal. Sorry no space can be held or taken over the phone.
> We accept Visa and Mastercard as payment and process via electronic invoice (Stripe). And a 1.5% credit card merchant fee applies.
> In some cases, not all, we may permit payment by direct deposit directly to our 3rd party organiser where they have been engaged.
> There are no discounts for late arrivals or early departures.
> Unless otherwise stated, retreat prices are in $AU and per person, based on triple or twin-share rooms.

Bookings

> Confirmed bookings may be transferred to another person should you be unable to attend. Please inform us in writing and supply relevant contact details.
> We are more than happy to reschedule a workshop should you be unable to attend, please just let us know in writing.
> Once you have booked via our website you will receive an invoice, a booking confirmation, and reminder emails.
> By agreeing to our terms of service at the time of booking via a tick-box we will assume all attendees on the same booking are also in agreement.
> By registering for our services, you will be added to our membership list and we will keep you updated with future updates. You may cancel your subscription at any time.

Cancellations and Refunds

> A full refund will only be offered if you cancel and inform us via email at least two weeks prior to the workshop. (Please include your full name, booking number and workshop date with your email refund request).
> If you cancel within two weeks of the workshop, we will charge a 50% cancellation fee and offer a refund for the remainder payable within 2 weeks of cancellation.
> If we need to cancel a workshop due to unforeseen circumstances (including bush fires, pandemic such as COVID-19 and other extreme circumstances causing temporary closure) we will offer two options:
a) Workshop Credit so you can reschedule to another available retreat date OR
b) A full-refund. (If a permanent closure has taken place, the refund will be issued within 10 weeks of cancellation)
> If a refund is available to you (above conditions) please email us your full name, booking number and retreat date.
> Refunds will take place via our online payment system, Stripe, and refunded to the card you originally paid with. Sorry, no direct debit refunds available. Once your refund is processed you will receive an automated email.

Gift Certificates

> Gift certificates are valid three years from their purchase date.
> Gift certificates are not redeemable for cash, nor credit or change is given.

Waitlist

> We do not hold places in our workshops, however if you would like to be on a waitlist for a specific workshop date, please email the crew with your contact details and the workshop date. If a space becomes available we will be in contact and will require full payment prior to your arrival.

Health-related

> Please inform us if you are pregnant and consult with your medical practitioner.
> It is important you inform us of any health concerns (including mental health) or physical injuries / ailments on our web-check in form or via email.
> We do not supply health, medical or mental health advice. Instead we will guide you through yoga, meditation techniques, physical training, hypnotherapy, mindset skills, and create a safe space to enjoy your experience.
> As in with any new experience there can be triggering moments so please take steps to always be kind to yourself.

Workshop Programs

> No workshop activity is compulsory however we encourage you to take part in as many activities as you can to make the most of your workshop experience.
> In order to participate, you must agree to our terms and conditions and sign an Agreement of Release and Waiver of Liability.

Use of Written and Photographic Material

> If you provide feedback on our form, on social media or via email, we may use this in marketing content.
> Any photographs taken by MIND BODY VIBE crew of attendees or taken by you in and around the workshop may be used by us for marketing purposes.
> If you would prefer we do not use any of the above material please advise us of this in an email.

3rd Party Retreat Operators and Locations

> Where we have engaged a 3rd party provider for our workshop location, during Covid-19 regulations you must physically distance yourself from other people and/or property guests and wear a mask in public spaces.
> Where we have engaged a 3rd party provider for our workshop location, you are responsible for adhering to their individual Health & Safety protocols.
> Whilst we make every effort to offer participants a good standard of venue, we are not responsible for the quality or maintenance of the facilities. If you do not find the amenities to standard, please contact the management at said venue for assistance.
> Allergies & dietary requirements must be disclosed at the time of booking and will be advised to the property.
> Additional services such as spa treatments, therapies, equipment hire and excursions as offered by the venue must be paid directly to said provider unless otherwise indicated as an inclusion in the workshop experience.