

# Agreement of Release and Waiver of Liability

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

1. That I am participating in the Retreat offered by MIND BODY VIBE TRAVEL on behalf of HERON ISLAND RESORT, MIND BODY VIBE PTY LTD, PERFECT FIT TRAINING SOLUTIONS, and SEVERINE'S SANCTUARY during which I will receive information and instruction about physical training, meditation, hypnotherapy and mindset coaching. I will possibly be participating in paddleboarding, kayaking, taking swims and going on bush walks. 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 Retreat 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 MIND BODY VIBE WELLNESS RETREAT.
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 Retreat.
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 Retreat. I assert that I am of fit health to participate in the Retreat and will alert all teachers whose sessions I participate in that I am pregnant.
5. In consideration of being permitted to participate in the Retreat, 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 retreat, including any travel and any or all activities done with the MIND BODY VIBE PTY LTD group, or as an individual at the accommodation and facilities provided.
6. In further consideration of being permitted to participate in the Retreat, I knowingly, voluntarily and expressly waive any claim I may have against MIND BODY VIBE TRAVEL, MIND BODY VIBE PTY LTD, PERFECT FIT TRAINING SOLUTIONS, SEVERINE'S SANCTUARY and HERON ISLAND RESORT staff for injury or damages that I may sustain as a result of participating in the retreat. I, my heirs and legal representatives forever release, waive, discharge and covenant not to sue MIND BODY VIBE TRAVEL, MIND BODY VIBE PTY LTD, PERFECT FIT TRAINING SOLUTIONS, SEVERINE'S SANCTUARY and HERON ISLAND 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:

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Signature of Participant:

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Date:

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Emergency Contact Name:

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Phone Number:

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Relationship:

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# Retreat Terms & Conditions

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## 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 1.6% 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 retreat should you be unable to attend, please just let us know in writing.
- > If you wish to share with a friend and they book separately, please notify the booking team of your request and we will do our best to place them in the same room.
- > Once you have booked via our website you will receive an invoice, a booking confirmation, and travel reminder.
- > 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.
- > We encourage you to purchase travel insurance for any retreat, including ours.

## Cancellations and Refunds

- > A full refund will only be offered if you cancel and inform us via email at least two months prior to your retreat. (Please include your full name, booking number and retreat date with your email refund request).
- > If you cancel within one month of your retreat, we will charge a 50% cancellation fee and offer a refund for the remainder payable within 10 weeks of cancellation.
- > If we need to cancel a retreat 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) Retreat 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 on our retreats however if you would like to be on a waitlist for a specific retreat date, please email the crew with your contact details and the retreat date. If a space becomes available we will be in contact and will require full payment prior to your arrival.

## Our Tannum Sands Retreat Property

- > Where our retreats are hosted at our Retreat Property, no alcohol is to be consumed at the retreat property or in our surrounding grounds.
- > Smoking and recreational drug use is prohibited in and around the retreat property, including the surroundings..
- > We have a no pet policy, however, if you have a guide dog, please contact our crew to arrange your booking.

- > We do not provide keys to rooms and suggest items of high value are either not brought along to retreat, or kept safe in your car.
- > There are two car parks on the property, the first is outside the retreat property with multiple spaces, the second is 1 minute walk to the top of our street with multiple spaces..
- > We have quiet time each night from 9:30pm until the following morning at 5am.
- > All rooms are twin-share with shared bathrooms in the communal retreat house (please check your program venue).
- > Solo retreaters who are opting to share with another retreator will be paired up with someone of the same gender.
- > Light sleepers or snorers are encouraged to add-on the single room option for an extra \$80 per person, per night.
- > Plant based, gluten free meals are provided during your retreat stay. Additional dietary requirements such as allergies are to be informed to us via our booking process or via email.
- > Only confirmed attendees are to be on our property. Sorry, no guests.
- > During Covid-19 regulations you must physically distance yourself from other retreaters.

### **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.
- > There are hiking and walking trails around our retreat locations. Please review the recommended walk sheet in your room (or at our retreat location) and hike/walk at your own ability. These walks are not part of our offering and we do not take responsibility for their upkeep or quality.

### **Retreat Programs**

- > No workshop or activity is compulsory however we encourage you to take part in as many activities as you can to make the most of your retreat 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 retreat 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 retreat location, during Covid-19 regulations you must physically distance yourself from other retreaters and/or property guests and wear a mask in public spaces.
- > Where we have engaged a 3rd party provider for our retreat location, you are responsible for adhering to their individual Health & Safety protocols.
- > Rooming will be based on twin or triple share with single share upgrades made available at the cost as advised by the accommodation provider.
- > Whilst we make every effort to offer participants a good standard of accommodations, we are not responsible for the quality or maintenance of the room facilities. If you do not find the amenities to standard, please contact the front desk at said property for assistance.
- > Allergies & dietary requirements must be disclosed at the time of booking and will be advised to the property.
- > If you are staying in a shared room, we will place you in a room with participants of a similar gender and demographic. If you have a particular person that you would like to share with, please advise on your booking form.
- > Additional services such as spa treatments, therapies, equipment hire and excursions as offered by the accommodation provider must be paid directly to said provider unless otherwise indicated as an inclusion in the retreat experience.

