

Overnight Retreat Policies, Agreement and Waiver: Art Explorations Destination Art Retreat

Isla Mujeres, Mexico

December 4 - December 10, 2022

Welcome! We are excited that you will be joining us for the Art Explorations Destination Art Retreat in Isla Mujeres, Mexico!

We request that you participate in only those activities that you are physically, mentally, emotionally, and spiritually able to do, and that you notify us of any restrictions you have regarding any of the activities, and we will do our best to accommodate them. Your safety and comfort are of the greatest importance to us. Please read the following information carefully and let us know if you have any questions before signing/returning it to us.

This Agreement is being made between Lucia Henry & Erna VanDyk ("Retreat Facilitator/s" or "me" or "us") and Attendee's name, address, city, state, zip ("Attendee" or "you"). We both legally agree to the following:

1. Retreat Description

The Overnight Retreat ("Retreat") will include an overnight event (length specific to each event) at a Hotel/Property location specific to each event.

Your Retreat will include a variety of activities to support the work we will be doing together, possibly including but not limited to art lessons, guided walking tours, women's circle, cultural tours ("Program Activities"). We ("We") organize and contract independent suppliers to operate all the trips listed herein. Meals provided are specific to each Retreat. We cannot accommodate any dietary needs other than vegetarian.

Prior to the Retreat, you will receive a supply list.

You will be enrolled in the Retreat upon the receipt of:

1. this signed Agreement.
2. receipt of your full payment

2. Expectations and Responsibilities

As your Retreat Facilitators & Hosts, our role is:

- To come to each day of the Retreat fully present, prepared and ready to facilitate our work together.
- To serve as your Retreat Facilitator, art teacher and guide, accountability partner, and supporter when it comes to your commitment to yourself, your art and your journey.
- To be respectful of the time we have together and the value of this work.
- To provide support and guidance designed to move you forward on your journey and in your art practice.
- To offer encouragement, feedback and tips throughout the Retreat.

As the Attendee, it is your role and responsibility:

- To be fully present at the Retreat, which means no use of cell phones or e-mail during Retreat sessions, and not arriving late or leaving early from Program Activities or the Retreat, if at all possible.
- To fully show up physically, mentally and emotionally as you are to each and every day and session of the Retreat, no matter what life or schedule distractions arise or resistances you may encounter.
- To commit to the Retreat and come with an open mind.
- To give yourself ample buffer space to transition into and out of our time and experience together.
- To complete your paper-work and supply list before the Retreat.
- To add to and receive from the experience of others who are with you at the Retreat.
- To participate in the Retreat with the expectation that you have the power to change, learn and grow.
- To act with respect towards every other person at the Retreat, whether other attendees, the Retreat Facilitator, other team members, Hotel staff, or anyone else you encounter.
- To promptly provide payment for the Retreat.
- To ask any questions you may have as they arise.
- To have fun, relax & enjoy!

3. Scheduling, Travel and Hotel Accommodations

You are responsible for booking your own travel (including air) to the Retreat Location (Cancun, Mexico airport). You are also responsible for following all Hotel/Location and Retreat policies including the following:

- Room reservations for the retreat time period are first come first served and are to be made directly with us. All other travel plans before and after the retreat, including lodging, travel and transportation are your responsibility.
- You, as a Hotel/Property guest, are subject to all regular Hotel policies, including noise, number of people per room, etc. so it is your responsibility to become familiar with the Hotel expectations and policies upon check in.
- The Retreat Facilitator is not held responsible for pairing you with a roommate. If your roommate experience is not satisfactory, you, and not the Retreat Facilitator, are responsible for making alternative arrangements at your own expense.
- All Meals Included in the Retreat are specified when you Register. All meals, snacks and drinks including alcoholic beverages other than the meals & drinks included in the Retreat will be your own responsibility and expense. Meals & drinks included in the Retreat cannot be altered to accommodate dietary needs other than those specified in the retreat description. Any extra drinks purchased by you at the Hotel/Location will be billed to your room, you must pay these expenses in cash upon check out.

4. Investment and Payment

Investment: You agree that you are financially willing and able to invest in this Retreat by choice, and by so doing, you are not in any way incurring any economic hardship.

Payment by 2 Installments

The first installment/deposit will be charged the same day of registration, which is the equivalent to 50% of the total cost of the retreat, and is not-refundable. The second installment is due and will be charged 2-weeks after registration, and/or 30-days prior to the first day of the retreat, whichever comes first. This amount is the equivalent of the remaining 50% of the total cost of the retreat, and is not-refundable.

Retreat transferability

If for some unforeseen reason you cannot join the retreat, you may transfer your registration to someone else, as long as they fulfil the requirements stated in this agreement. You must let us know via email at least 3-weeks before the retreat.

Authorization and Receipt: If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card as payment for your Retreat without any additional authorization, for which you will receive an electronic receipt. Once the billing dates are agreed upon, you are responsible for being aware of your billing dates, so if there are any changes that need to be made to your billing information in order for your payment to be processed, you are responsible for letting us know in advance by sending us an email.

Missed Payment: In the event that payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3-day grace period to make the payment following the due date, whether paying in full or by installment. We reserve the right to seek payment through a collection agency if needed. Money is a symbol of commitment and we encourage you to make a commitment to yourself to promptly provide payment for this Retreat when payment is due.

Cancellation & Refund Policy: The retreat fees include everything listed in the retreat description unless otherwise written. Activities not covered by the retreat cost are disclosed ahead of time. We require a non-refundable deposit to hold your spot. Should you need to cancel, all cancellations need to be in writing. All of our retreats require significant logistical planning, as such there will be no refunds offered for any and all funds paid. The full balance is due 30-days before the start of your retreat. If you are not paid in full by then we reserve the right to offer your spot to our waiting list or the public, and to retain your deposit. In the case of acts of God, war, disaster, pandemic, border closure or unforeseen circumstances, we reserve the right to retain your fees and reschedule the workshop/retreat.

5. Covid 19 Policies and Release

Symptoms of Covid 19: You agree you will not attend the retreat if you have any symptoms of Covid 19 prior to the departure of the trip. These symptoms include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea

(these, along with symptoms outline in the website from the Centers for Disease Control shall be collectively referred to as the "Symptoms".) More information on symptoms of Covid 19 can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

Symptoms During the Retreat: In the event you develop any Symptoms during the retreat you must immediately leave the retreat and follow protocols outlined by the Centers for Disease Control. We understand this may result in you incurring significant expenses associated with separate accommodation and travel, however, you understand these expenses are not the responsibility of the Facilitators and must be incurred by you. You agree to be fully honest with the Facilitators and staff in regard to any Symptoms you may develop and agree to comply with a request by the Facilitators staff to depart as determined by the Facilitators and staff at their sole discretion. This is why we encourage everyone attending the retreat to get travel insurance covering these and other expenses prior to departure.

Destination Country Entrance Requirements: It is your responsibility to find out about and comply with all entry and exit requirements for the country in which the retreat will be held. Please keep checking the US Embassy site for the destination country. You are responsible for making sure that you have a valid passport which does not expire for at least 6 months from your planned departure from the destination country.

Procedures During the Retreat: You agree to comply with all requests of the Facilitators and staff during the retreat related to these procedures. Any such procedures implemented by the Facilitators are not a guarantee you will not be exposed to Covid 19 and you understand you are responsible for taking any precautions you deem necessary and providing your own personal protective equipment during the retreat. You also agree to comply with any reasonable requests by other attendees to respect their social distancing and other protective measures ("Participant Requests".) Notwithstanding the foregoing, you are responsible to comply with all laws and regulations of the locality visited relating to protections against Covid 19.

Waiver of Coronavirus Related Illness Indemnification: You understand that irrespective of protective measures that Facilitators or you may or may not take, you may be exposed to Covid 19 by another retreat attendee, a staff

member and or an individual to whom you may be exposed during, or traveling to or from the retreat. You agree to waive and release Lucia Henry & Erna VanDyk, staff, employees, contractors, and partners from any claims, liabilities or damages you may incur in the event you contract Covid 19 at any time during travel to, attending or after attending the retreat. You further agree to indemnify and hold harmless the Facilitators, its officers, directors, staff, employees, contractors, and partners from any loss, liability or damages as a result of your failure to attending the retreat with any Symptoms, not respecting Participant Requests and not immediately departing the retreat if you develop any Symptoms. Cancellation: In the unfortunate event you need to cancel your trip, cannot attend due to contracting Covid 19 or developing Symptoms prior to the retreat, you may transfer the retreat to another person who will be required to conform to this agreement. The Facilitators cannot provide any refund of any amounts you paid.

Travel Insurance:

Proof of "cancel for any reason" travel insurance is highly recommended to attend any of our retreats.

As such, you are encouraged to obtain travel insurance that provides adequate protection.

6. Intellectual Property Rights

The Retreat Facilitator retains all ownership rights to the materials provided to you through your participation in the Retreat. Any copyrighted and original materials shall be provided to you for your individual use only and with a single-user license. You are not authorized to share, teach, copy, distribute, or otherwise disseminate any materials received at or in relation to the Retreat electronically or otherwise without the Retreat Facilitator's prior written consent. All intellectual property, including the copyrighted Retreat materials, shall remain the Retreat Facilitator's sole property and no license to sell or distribute any materials is granted or implied. You agree not to reproduce, teach, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the Retreat content, including any of the Retreat materials. You agree not to use any of the locations and vendors for any commercial purposes.

7. Media Release

By participating in the Retreat, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your name, identity, voice and/or likeness. In the Retreat Facilitator's sole discretion, we

reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you in connection with your participation in the Retreat ("Media") in our current or future retreats, programs, products or services, and/or our marketing or promotional efforts, without any additional permission or compensation to you at any time, now or at any time in the future. You also agree that you give the Retreat Facilitators the full right to edit, give, transfer, and exhibit the Media however the Retreat Facilitator sees fit. You agree to waive the right to inspect or approve any edited, unfinished, or finished Media, and you hereby hold harmless, release and forever discharge the Retreat Facilitator from all claims, demands, and causes of action which you, your heirs, representatives, executors, administrators, or any other person acting on your behalf have, may have, or could have now or in the future by reason of this authorization, including any reasonable expectations of privacy or confidentiality with respect to the Media.

8. Consent, Release, Waiver, and Disclaimer

By enrolling in the Retreat, you hereby agree to the following:

- a. You voluntarily desire to participate in the Retreat and you take full and sole responsibility for your life and well-being and all decisions made before, during and after the Retreat.
- b. You acknowledge that you are choosing to participate voluntarily in Program Activities at the Retreat and you recognize that these Program Activities may contain certain inherent risks. You represent that you are in good health and you understand that you may decline from participating in any of the Program Activities if you deem it to be in your own best interest. You voluntarily and expressly assume the risks of the Retreat and all Program Activities.
- c. You understand that you are responsible for reading all information provided by the Retreat Facilitator before and during the Retreat, including any and all Agreements, schedules, policies, procedures and notices related to the Retreat, including travel and Program Activities.
- d. You agree to observe and obey all posted and announced rules and warnings, and further agree to follow any instructions or directions given or provided by the Retreat Facilitator, the Hotel or either of their representatives or agents.

e. You understand that the information provided at or in conjunction with the Program Activities and Retreat is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, therapist, licensed dietitian or nutritionist, or any other licensed or registered mental or physical health care professional. You understand that the Retreat Facilitator is not acting in any capacity as a medical or mental health care provider. You understand that the Retreat Facilitator is not providing health care, medical or nutrition therapy services or attempting to diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body during the course of the Retreat. Rather, the Retreat Facilitator is serving in her capacity as a Retreat Facilitator, guide, educator, and mentor.

f. You understand that you may be provided with food and possibly other products while at the Retreat and you agree to disclose to the Retreat Facilitator in advance any known or suspected allergies or food sensitivities at least 30 days prior to the Retreat by sending an e-mail to the Retreat Facilitators. You understand the Retreat Facilitators do not and will not have any responsibility or control over food preparation or contamination; therefore, you agree that the Retreat Facilitator is not liable for any act, default or omission of the Hotel, Hotel staff, or any outside supplier related to the food or products provided at the Retreat.

g. You also agree to disclose in advance any physical limitations that may impact your breathing or movement, skin reactions or issues, or any other health or mental condition that may be affected during the Retreat. If you suspect that you have a medical or mental health problem, you agree to inform the Retreat Facilitator, the Hotel and/or their agents immediately.

h. You agree to seek the advice of your physician or another qualified healthcare professional prior to and during the Retreat regarding any questions or concerns you have about your specific health situation, possible or actual pregnancy, known or suspected food or other allergies or sensitivities, dietary restrictions, or any medications you are currently taking. You understand that you are advised to speak with your own physician or mental health provider before attending the Retreat or implementing any Program Activities. You agree to not disregard or delay seeking professional medical advice or stop taking any medications without speaking to your own physician or mental health care professional.

i. At any time before or during the Retreat, should you know or feel that you may cause imminent harm to yourself, other participants, the Retreat Facilitator, or any other person, you understand and agree that you are immediately obligated to let the Retreat Facilitator know, and to remove yourself from the situation in a peaceful and cooperative manner; otherwise, you consent that you may be asked to not attend the Retreat, leave the Retreat, and/or have immediate physical or mental health care administered to avoid causing mental or physical harm to yourself or others. You agree that the Retreat Facilitators reserve the right to decline accepting or retaining you if your physical or mental health or actions in the Retreat Facilitator's sole judgment might impede the Program Activities or Retreat or the welfare or enjoyment of the experience by the Retreat Facilitator, her agents, Hotel staff, or other attendees.

j. You consent to the application of first-aid or other medical or mental health services to be applied if needed in connection with an emergency health problem or potentially harmful situation during the Retreat, and you agree to hold the Retreat Facilitators harmless as a result of any such injury or damage you may suffer due to the application of medical or mental health services or treatment. You fully understand that first-aid or other medical or mental health services may not be readily available based on circumstances outside of the Retreat Facilitator's control.

k. You also agree and consent that the Retreat Facilitators or their agents may contact your Emergency Contact as shown on the bottom of this form for any physical or mental health reason and may disclose the circumstances surrounding that reason, if they deem it necessary, without liability and based on her sole discretion.

l. You acknowledge that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use or non-use, of any information provided before, during or after the Retreat, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from the Program Activities and Retreat to your life, family or business. You fully agree that there are no guarantees as to the specific outcome or results that you can expect from using the information you receive on or through the Program Activities and Retreat, including no guarantees that you will have any other specific result.

m. As with all situations, you understand that there are sometimes unknown individual risks and circumstances that can arise during the Program Activities or Retreat that cannot be foreseen or controlled by the Retreat Facilitators. You understand that attending and/or participating in the Program Activities and Retreat is to be taken fully at your own risk, recognizing that there is a rare chance that illness, injury or even death could result.

n. You understand and agree that the Retreat Facilitator is not responsible for travel reservations and insurance, airfare, fees, taxes, tips, passports, visas, customs documents of entry, immunizations, or any other necessary or recommended paperwork or procedures that are required by the laws, regulations, orders and/or requirements prior to or during inside or travel outside of the United States. You understand that you are responsible for booking travel (which is recommended at least 60 days in advance), including flight, Hotel accommodations outside of the retreat dates, and ground transportation to and from the Retreat. You are also responsible for bringing proper identification, which may include a valid passport, visa or other paperwork, that is valid for the requisite amount of time pre-travel and post-travel as required by the laws of your home country and the laws of the country where the Retreat is being held. You understand that you are responsible for obtaining the appropriate medical and trip/flight cancellation insurance and for knowing its applicability in the location where the Retreat is being held, if such insurance is so desired.

9. Limitation of Liability, Indemnification & Release of Claims

By attending and/or participating in the Program Activities and Retreat, you agree to absolve the Retreat Facilitators of any damage, liability or loss that you, or any other person, may incur from use of the information, products or materials that you receive before, during or after the Retreat and Program Activities. You agree that the Retreat Facilitators will not be liable to you, your family, dependents or heirs, or to any other individual, company or entity, for any type of damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, for your participation in or reliance on the Program Activities or Retreat, or for your own personal emergencies, legal situations, theft or loss of belongings or luggage, or any food, travel, or use of the Hotel premises during or outside of the provided Program Activities or Retreat, at any time now or in the future, with the exception of gross negligence by the Retreat Facilitators or Hotel or otherwise provided by law.

You agree that the Retreat Facilitators do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental diseases, allergies, sensitivities, conditions or issues, or any other type of loss or damage due to any act, default or omission by the Retreat Facilitators, Hotel, or anyone acting as the Retreat Facilitator's or Hotel's agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with the Retreat Facilitator's businesses or who is engaged in delivering programs, products, or services during or related to the Program Activities and/or Retreat.

You agree now that you fully and completely hold harmless, indemnify and release the Retreat Facilitators and any of the Retreat Facilitator's agents, consultants, affiliates, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the Retreat Facilitator's businesses from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that were to arise in the past, present or future by you, your family or heirs, your business or company, or any other third party or entity for any action, default or omission in any way related to the Program Activities and Retreat.

In no event will the Retreat Facilitators be liable to you or to any party for any direct, indirect, special, incidental or consequential damages for any use of, non-use, or reliance on this Retreat, the Program Activities, or its information, programs and/or services, including, without limitation, personal injuries, accidents, misapplication of information, or any other loss, malady, disease or difficulty, or otherwise, even if you are expressly advised of the possibility of such damages or difficulties, whether caused by the fault of you, the Retreat Facilitators, other attendees, other third parties, a force majeure, or any other act or circumstance outside of the control of the Retreat Facilitators.

You agree to act in a manner that is respectful and considerate of the Retreat Facilitators, all other Retreat attendees, the Hotel staff, other third parties, and the facilities, and you agree to follow all laws, regulations and ordinances. You agree to pay for all damages to others and/or the facilities caused by any negligent, reckless, or willful action that you may take.

10. Other Important Terms

Notice: All correspondence or notice required regarding the Retreat or this Agreement shall be made to us at info@myartexplorations.com and erna@ernavandyk.com and to you at the e-mail address in the signature block below. Should your e-mail address or contact information change at any time throughout the course of the Program, it is your responsibility to

provide your new contact information to us within 72 hours of any such change.

Entire Agreement, Assignment, Survivability and Waiver: This Agreement contains our entire agreement. This Agreement may be modified or amended at any time if the amendment is made in writing and is signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else. The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement. In the event that any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining portions of the Agreement which shall be severed and remain in full force.

Governing Law: This Agreement shall be construed according to the laws of the State of California and all laws and regulations of Orange County where our business is based.

Dispute Resolution: It is hoped that should we ever have any differences; we could be able to work them out through a phone conversation or e-mail correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must submit your complaint to us with full details about your dissatisfaction via e-mail to us at our e-mail addresses below. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to date. No award of consequential or of any other type of damages may be granted to you. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. By signing this Agreement, you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within six (6) months of the date of the act, omission, or other conduct complained of as submitted by you in e-mail, or shall otherwise be forfeited forever. You also agree that should arbitration take place it will be held in Orange County in the State of California where our business is located and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

Non-Disparagement: In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including social media, designed to disparage the Program or us, including the Overnight Retreat and our businesses. Where requested by law or

arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

By signing this Agreement, we are both acknowledging that we have read, understand, agree to and accept all of the terms in this Agreement. You understand that by signing this Agreement, you knowingly and voluntarily surrender certain legal rights.

RETREAT FACILITATORS

Names: Lucia Henry & Erna VanDyk

Business Names: DBA My Art Explorations, DBA My Arts Studio

E-mail Addresses: info@myartexplorations.com , erna@ernavandyk.com

Date: _____in perpetuity

Print Your Full First and Last Name:

Signature:

Address:

Email Address:

Date:

Emergency Contact Name:

Emergency Contact Phone: