



# Butterflies' Touch Retreat Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Butterflies Touch LLC with Retreat Organizer of:

Annette Nichols  
anich@butterflietouch.com  
336.496.2668

(Hereinafter referred to as "Organizer") and \_\_\_\_\_ (hereinafter referred to as "Participant").

WHEREAS Participant is requesting admission to Butterflies' Touch Retreat; and  
WHEREAS Organizer is open to registration for Butterflies Touch Retreat contingent upon agreement.

Your attendance at the Retreat as defined below, is subject to the terms and conditions contained in this agreement. NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, Organizer and Participant agrees as follows:

## 1. RETREAT LOCATION

The Retreat will take place at the following location:

Rental Home Address: \_\_\_\_\_  
Check-In Date: \_\_\_\_\_  
Check-Out Date: \_\_\_\_\_

## 2. TRANSPORTATION

You are responsible for arranging your transportation to the retreat location. Whether you prefer to drive, carpool, or utilize public transportation, we want you to choose the mode of travel that suits you best. To assist with your planning, we've outlined some options below:

- **Driving:** If you choose to drive, please ensure you have access to a reliable vehicle, and consider carpooling with fellow participants if feasible. We recommend planning your route ahead of time, considering any necessary stops and potential traffic conditions.
- **Carpooling:** Carpooling is an eco-friendly and cost-effective option. We encourage you to connect with other retreat participants who may be coming from your area and arrange to share a ride. It's a wonderful opportunity to bond with your fellow retreat-goers before the journey begins.

- **Public Transportation:** If you prefer not to drive, you can opt for public transportation such as buses or trains. Be sure to check the schedules and book your tickets in advance to secure your spot. We can provide information on the nearest transportation hubs to the retreat location upon request.
- Please plan to arrive at the retreat location on the designated check-in date and time. We recommend arriving at least 30 minutes before the scheduled check-in time to allow for a smooth transition into the retreat environment.
- At the end of the retreat, you are responsible for arranging your own transportation to return home. We advise scheduling your departure for the day after the retreat's conclusion to allow time for a restful night's sleep and reflection on your retreat experience.
- If you are driving to the retreat location, please note that parking facilities will be available on-site. We kindly request that you follow any provided parking guidelines to ensure a safe and organized parking experience for all participants.
- While travel insurance is not mandatory, we highly recommend considering it to safeguard against unexpected events that may affect your travel plans, such as flight cancellations or personal emergencies. It's a valuable precaution to provide peace of mind during your journey.

### **3. RETREAT PURPOSE**

The purpose of this Retreat is to provide a supportive and restorative environment for the Participants to recover from burnout, relax, and rejuvenate.

### **4. RETREAT RULES AND GUIDELINES**

#### **Optional Activities**

Participants will follow an itinerary provided by Retreat Organizer if provided. Optional activities (other than excursions which are listed on our website as "Included") are not included in the trip price and do not form part of the trip or this Agreement. You acknowledge and agree that any assistance provided by any trip leader, yoga instructor, or local representative in arranging optional activities does not render us liable for them.

General Retreat rules are as follows:

- **Quiet Hours:** Participants agree to observe quiet hours when requested to ensure a peaceful atmosphere for all.
- **No Smoking:** Smoking is strictly prohibited inside the rental home. Designated smoking areas, if any, must be used.
- **No firearms or weapons of any kind.**
- **Alcohol and Substance Use:** The consumption of alcohol and illegal substances is prohibited during the Retreat.
- **Respect for Others:** Participants agree to always treat each other and the property with respect and consideration.
- **Personal Belongings:** The Organizer is not responsible for any loss or damage to Participants' personal belongings during the Retreat.
- **Pets:** No pets are allowed on the premises unless otherwise agreed upon with the Organizer.

## **5. RETREAT FEE AND PAYMENT**

\$250 non refundable deposit is due at completion of Online registration. All payments completed within 30 days of retreat start date. The Retreat fee includes accommodation and any agreed-upon services or amenities. Additional expenses, transportation, or activities outside of provided ones, are the responsibility of the Participants.

## **6. CANCELLATION POLICY**

Participants may cancel their reservation with a 50 % refund if cancellation occurs at least 29 days before the Retreat's start date. Cancellations made within 28 days of the Retreat's start date will result in a forfeiture of Retreat Fee.

## **7. VOLUNTEER PHYSICAL ACTIVITY**

As a participant in the Butterflies' Touch Retreat, I acknowledge and understand that the Retreat may involve physical activities, including but not limited to hiking, yoga, meditation, and other forms of exercise. I voluntarily choose to participate in these activities, and I do so at my own risk.

- **Assumption of Risk:** I acknowledge that physical activities, by their nature, carry inherent risks, including but not limited to the risk of personal injury, property damage, or even death. I understand that these risks may arise from my own actions, the actions of others, or unforeseen circumstances.
- **Physical Condition:** I certify that I am physically and mentally capable of participating in the activities offered during the Retreat. I understand that it is my responsibility to consult with a medical professional before participating if I have any concerns about my physical or mental health.
- **Safety Precautions:** I agree to follow all safety guidelines and instructions provided by the Retreat organizers and facilitators. I will use appropriate safety equipment, if required, and will inform the Retreat leader of any health concerns or limitations that may affect my participation.
- **Release of Liability:** In consideration of being allowed to participate in the Retreat, I hereby release and discharge the organizers, their agents, employees, and volunteers from any and all claims, liabilities, actions, demands, expenses, or losses that may arise from my participation in the Retreat, except in cases of willful misconduct or gross negligence.
- **Emergency Medical Treatment:** In the event of an injury or illness during the Retreat, I authorize the organizers to seek emergency medical treatment on my behalf if they deem it necessary. I understand that I will be responsible for any medical expenses incurred.

## **8. PHOTOS AND MARKETING**

With respect to still photos and/or video footage from the trip which include(s) your image and/or name, you irrevocably grant us the right to use those photos and/or footage for marketing and promotional purposes (including, without limitation, on our website, in advertisements, marketing materials and/or on our social media platforms), on a royalty-free basis, throughout the world, and in perpetuity.

With respect to any still photos and/or video footage from the trip which were shot by you and posted on Facebook, Instagram, Twitter, or any other social media platform, you irrevocably grant us the right to re-post those photos and/or footage on Facebook, Instagram, Twitter or any other such social media platform, on a royalty-free basis, throughout the world, and in perpetuity. We will use good faith efforts

to credit you as the source of any such photos or footage that we re-post, but our failure to do so will not be a breach of these Terms & Conditions or invalidate the foregoing grant of rights. If you notify us of our failure to credit you, we will remedy that failure as promptly as practicable, in a reasonable manner (which may include the addition of credit or the take-down of the applicable photo or footage), following receipt of your notice.

**9. LIABILITY AND RELEASE**

Participants understand and acknowledge that the Organizer is not liable for any injuries, accidents, or damage that may occur during the Retreat. Participants agree to release the Organizer from any claims, liabilities, or responsibilities arising from their participation in the Retreat.

**10. DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the dispute cannot be resolved through negotiation, the parties may pursue any available legal remedies in accordance with the laws of the State of North Carolina. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

**11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts located in the State of North Carolina. The parties hereby consent to the personal jurisdiction of such courts and waive any defense of inconvenient forum.

**12. ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

**13. AGREEMENT ACCEPTANCE**

By signing below, the Participants acknowledge that they have read, understood, and agreed to all the terms and conditions of this Retreat Agreement.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organizer Signature: Annette Nichols Date: \_\_\_\_\_

**14. CONTACT INFORMATION**

Organizer: Annette Nichols  
Phone: 336.496.2668  
Email: anich@butterflietouch.com