

## **Terms and Agreements Contract for all Retreat Guests**

Please take the time to understand the traveler's terms and conditions detailed below prior to booking with Forest Wild Co. & MPowered for life.. You are required to confirm your agreement to these terms and conditions as part of the booking process.

### **1. This booking is a contract.**

When you book a retreat with Forest Wild Co. & MPowered for life., you will be deemed to have agreed to the traveler's terms and conditions, and the details regarding the trip as listed on our websites. If you are booking a trip for multiple people, then all travelers in that booking will be deemed to have read and agreed to the traveler's terms and conditions.

### **2. Payment and Deposit**

In order to confirm your booking, you are required to choose one of our listed payment plans. Full payment is due 60 days prior to the trip start date. Unless another payment plan is listed for a specific retreat. We reserve the right to cancel your booking if the final payment is not paid on or before the due date of your last scheduled payment.

### **3. Guest Cancellation Policy**

All guest payments are not refundable. Guests must cancel 60 days prior to the event start date in order to transfer to another retreat with us. If a guest cancels less than 60 days prior to the retreat, 50% of their payments made may be applied towards another retreat. If a guest leaves during the retreat, there will be no refund.

### **4. Cancellation by Forest Wild Co. & MPowered for life.**

Forest Wild Co. & MPowered for life reserves the right to cancel any trip or part of the trip. In this event we will provide retreat credit, which will be valid for two years. If Forest Wild Co. & MPowered for life. cancels a retreat for any reason, including Force Majeure, Forest Wild Co. & MPowered for life are not responsible for loss of funds in association with travel accommodations made by the guest.

### **5. Passports, Visas, and Flights**

You are responsible for obtaining all required travel documents for countries you will visit during the retreat. For many countries, passports must be valid for at least 6 months beyond the duration of the trip. Visa information will vary location to location, and details will be included in your trip's logistics. You are responsible for booking flights to the retreat. We can help find

options, but cannot book or cover costs for flights. We are not responsible if you are refused entry into the country because of incorrect travel documents and this event will not result in a refund.

## 6. Travel Insurance

Forest Wild Co. & MPowered for life requires all clients to purchase “cancel for any reason” trip insurance. Forest Wild Co. & MPowered for life does not offer this insurance, but you can purchase it through an outside company. Each client is 100% responsible for any loss, penalties, fees, or other financial consequences arising out of booking a trip or the cancellation of a trip.

## 7. Requests for a Roommate

If you are traveling alone, and would like to book a shared room, we will do our best to room you with another guest. If we are unable to fill the room, you may need to upgrade to a private room. If this is the case, we will give you as much notice as possible.

## 8. Extra Activities & Retreat Schedule

The website page for your retreat will list what is included and what is excluded in the price of your retreat. Optional activities are not included in the price and are not included in this agreement. Any assistance provided by a third party does not render Forest Wild Co. & MPowered for life liable for them.

The schedule, activities and teachers are subject to change.

## 9. Discretion to Deny Bookings

We reserve the right to reject any client booking at any time prior to the start date. In this case, we will provide a full refund or retreat credit at Forest Wild Co. & MPowered for life discretion.

## 10. Photography/Videography

Any photography/videography from the retreat will be granted as use for our marketing and promotional purposes on a royalty-free basis. If you would like to be excluded from photography/videography during the event, please let us know ahead of time and we will do our best to accommodate you.

## 11. Health, Immunizations, and Travel Warnings

Each guest assumes full responsibility for researching the safety and security of countries that will be visited. Clients may visit their physician to know what vaccines are recommended. By booking a trip with Forest Wild Co. & MPowered for life, you confirm that you are in good health and capable of performing the activities on the trip you booked. You are also confirming that you are able to care for yourself during the trip and do not have any medical conditions that could cause risk for yourself or others during the trip.

## 12. Assumption of Risk

Forest Wild Co. & MPowered for life is dedicated to your safety on every trip, however you must take responsibility for your own safety. You understand that you must assume the risks and hazards inherent with travel. These risks and hazards may include, without limitation, delays, injury, illness, death or other unanticipated events, and may be caused by force majeure events, the negligence of Forest Wild Co. & MPowered for life, or other persons (including third party operators), the intentional and/or criminal conduct of others, or other circumstances. Certain locations are remote and require additional travel time away from city centers and towns. As such, medical attention may not always be readily available, or may be of different quality compared to what is available at home. Also, you may be visiting places where the political, cultural and geographical environment is very different from where you live, and in some cases, these differences may present increased risks and/or challenges. We use reasonably available information from the U.S. government, applicable foreign governments, and reports from our contacts in planning each trip itinerary, and assessing the viability of each trip itinerary as the start date approaches. However, it is your responsibility to acquaint yourself with all available and relevant travel information for your destination and the nature of your itinerary. You acknowledge and agree that your decision to travel is made after having considered this information, and you expressly assume the personal risks involved with such travel.

Indemnification: The guest recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/her, or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Forest Wild Co. & MPowered for life and the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, and/or any area selected for

training.

### 13. Limitation of Liability and Release

You acknowledge and agree that Forest Wild Co. & MPowered for life and its parent, affiliates, subsidiaries, officers, directors, shareholders, members, and employees, shall not be liable for any direct, indirect, consequential or incidental damage, liability, injury, loss, cost or expense you may incur (including any claim relating to personal injury, illness, death, property damage or loss, delay or other inconvenience) arising out of, or by reason of (i) the acts or omissions of any Third Party Operator or (ii) the negligence of any of the Forest Wild Co. & MPowered for life Parties or (iii) any acts or omissions of any other parties or (iv) force majeure events.

You release the Forest Wild Co. & MPowered for life Parties from any and all claims, liabilities, losses, expenses, damages, demands, actions, causes of action, lawsuits or sums of money of any kind arising out of, by reason of, resulting from and/or related to any trip you may book and/or participate in; and you understand and acknowledge that you are fully responsible for and expressly assume any and all risks, whether known or unknown, in connection therewith.

### 14. Privacy Policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip, or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip.

### 15. Food Allergies and Allergies Notification, Acknowledgement, and Release of Liability

An environment free of allergens, including but not limited to food allergens, cannot be guaranteed on a Forest Wild Co. & MPowered for life retreat. We do our best to accommodate any food allergies, but are not able to guarantee entirely allergen-free environments. Therefore, the released parties cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on a Forest Wild Co. & MPowered for life retreat. The undersigned acknowledges and agrees that i) she/he is aware of such risks and that participation in the event will expose the participant to food, activities and persons that may result in exposure to allergens and injury, and in that regard by assuming such risks, the participant hereby fully releases and discharges Forest Wild Co. & MPowered for life, from any and all liability and/or responsibility to the participant, the undersigned, or any third party for death and/or injuries to the participant, and/or any direct, indirect, punitive, incidental, or any damages that arise out of or relate to participant's participation in a Forest Wild Co. & MPowered for life retreat and/or exposure to food allergens.

## 16. Updating of Terms & Conditions

Forest Wild Co. & MPowered for life reserves the right to update and/or alter these Terms & Conditions at any time. Current information can always be found on [forestwildco.com](http://forestwildco.com) or [mpoweredforlife.com](http://mpoweredforlife.com) and any updates and/or changes will supersede any previous versions.

## **WAIVER**

### **Release and Waiver of Liability**

As consideration for being permitted by Forest Wild Co. & MPowered for life to participate in these activities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of Forest Wild Co. & MPowered for life, their affiliates, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, however caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in a Forest Wild Co. & MPowered for life retreat. I hereby release Forest Wild Co. & MPowered for life, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in a Forest Wild Co. & MPowered for life retreat.

I am medically, physically, emotionally and in all respects fit and able to participate in Forest Wild Co. & MPowered for life trips.

I agree I will be fully and financially responsible for my own physical condition and well-being during the retreat, and will follow the safety precautions and instructions prescribed by Forest Wild Co. & MPowered for life.

I acknowledge that Forest Wild Co. & MPowered for life may make suggestions from time to time that are intended to help me and my well-being. However, I take ultimate responsibility for my choices and realize that Forest Wild Co. & MPowered for life are not licensed medical providers, and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify Forest Wild Co. & MPowered for life instruction to suit my individual needs. I will not hold Forest Wild Co. & MPowered for life responsible for any pain or discomfort I experience during or after the retreat. I understand that the activities offered on this retreat are not a substitute for medical care. I understand that Forest Wild Co. & MPowered for life are not qualified to perform spinal or skeletal adjustments,

diagnose, prescribe, or treat physical or mental illness.

For the benefit of everyone, Forest Wild Co. & MPowered for life reserves the right to accept or reject any participant at any time without liability, and in the event Forest Wild Co. & MPowered for life determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the retreat, it may, without any obligation to pay a refund or any other amount whatsoever, expel such participant from the retreat. Forest Wild Co. & MPowered for life will carry no responsibility or liability for any participant who leaves the retreat prior to its conclusion or for any activity undertaken by any participant, which is not included on the retreat itinerary.

By agreeing to the terms outlined here and elsewhere on the Forest Wild Co. & MPowered for life website, I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a Forest Wild Co. & MPowered for life trip.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws rules.