
RETREAT WAIVERS, TERMS OF SERVICE & POLICIES & CONTRACT

CONTRACT

Welcome to Nouvelle Saison Boutique Retreats (“we”, “us”, “our” and “The Organizer”). Our goal is to design retreat experiences that offer a transformative experience.

We ask each participant (“you”, “participant”, “guest”, “client”) to read the following Terms of Service & Policies carefully and let us know if you have any questions. These Terms of Service & Policies including all brochures, documents, correspondence and the terms and conditions of our suppliers form the basis of the contract with you.

The Terms of Service & Policies contain waivers of liability and other important clauses that affect your legal rights. All persons wishing to make a booking acknowledge that they have carefully read and understand the Terms of Service & Policies that follow.

By making a booking with The Organizer, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms of Service & Policies.

A booking is confirmed upon receipt of deposit and registration form, upon which The Organizer sends a confirmation email.

PARTICIPATION

1. Health & Safety

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 The Organizer, their affiliates, teachers, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my

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participation in The Organizer's retreats. I hereby release The Organizer, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in The Organizer's retreats. I am medically, physically, emotionally and in all respects fit and able to participate in The Organizer's retreats.

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 The Organizer.

I acknowledge that The Organizer 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 The Organizer is not a licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify The Organizer's instruction to suit my individual needs. I will not hold The Organizer 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 The Organizer is not qualified to diagnose, prescribe, or treat physical or mental illness.

By agreeing to the terms outlined here and elsewhere on the The Organizer's website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a The Organizer's retreat.

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

2. Participant Conduct

We want to ensure that all participants feel more healthy, refreshed, and renewed at the conclusion of their retreat experience. As such, your behavior not only affects your Experience but other members of the retreat. By participating in a retreat, you agree to follow all rules and guidelines established by The Organizer and our suppliers. If you are abusive of others, or your behavior disrupts the retreat, or your physical condition negatively impacts the enjoyment of the other participants, you may be asked to leave.

The Organizer will make no refund and will accept no liability for if you must leave the retreat due to your conduct.

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The Organizer is not responsible for any costs incurred by you due to removal from a retreat.

3. Indemnification

I agree to defend and indemnify the Organizer and any of its affiliates (if applicable and collectively, "Nouvelle Saison Boutique Retreats") and hold them harmless against any and all legal claims and demands, including reasonable attorney fees, which may arise from or relate to my participation in the Retreat or my conduct or actions.

I agree that the Organizer shall be able to select its own legal counsel and may participate in its own defense, if desired.

4. Representation

I am over 18 (eighteen) years of age, and am emotionally, medically, and physically able to participate in the Retreat.

PAYMENT TERMS

1. Retreat Pricing

All prices are per person and are set well in advance of the retreat start date. Prices include retreat costs only; travel costs to and from the retreat are **not included**.

2. Retreat Payment & Deposit

Payment can be made by credit card or bank account via the booking website or NSBR web page booking button. If a non-refundable deposit is made, the remaining balance will be due no later than 30 days prior to the retreat start date. Participants will receive a reminder notifications monthly leading up to one week prior to the FINAL payment due date. If full payment is not received by this deadline, we reserve the right to cancel your reservation and fill your spot. At this point, any and all monies paid on this account will be forfeited. We will make reasonable effort to avoid this situation by contacting you prior to and on the day of the FINAL balance due date.

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Note: Extensive planning and pre-pays are required of the “Organizer” to offer this event, therefore, a commitment is required on the part of attendees. Be sure of your commitment, as refunds are not possible.

CANCELLATIONS

1. Strict Cancellation Policy

If you wish to cancel your retreat you must notify T. Kelly Williams (“The Organizer”) via email at info@nouvellesaisonretreats@gmail.com. **There are no refunds on deposits.** There are also no refunds paid after the payment deadline mentioned in section 2 above. Exceptions to our cancellation policy cannot be made for ANY reason, including weather, terrorism, civil unrest, health changes, personal emergencies or otherwise. There is no refund for arriving late or leaving a trip early.

2. Transfer Policy

Reservations cannot be transferred from one retreat to another.

3. Retreat Cancellations (*By Organizer*)

In the extreme event that The Organizer cancels a retreat, participants are given the option to use their payments to date as credit toward the rescheduled retreat. (less the above-mentioned non-refundable administration, planning service fee.)

The Organizer and all retreat leaders are not responsible for additional costs accrued - for instance, airfare. It is recommended that all retreat participants purchase travel insurance. It is required that all international retreat participants purchase travel insurance.

4. Retreat Cancellations (*By Client*)

All retreats are non-refundable. Much planning and monetary commitment is required of The Organizer to secure high-end venues, products, services, and experts toward a retreat done to the expectations of our clientele. Cancellations cause an inconvenience that cannot be recouped due to cancellations negatively impacting the entire event.

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It is the responsibility of the participant to schedule travel and plan accordingly to arrive on time. Please note that there shall be no refunds or discounts for arriving late, leaving early, flight cancellations, travel delays or illness.

If you cancel your participation in the retreat for any reason, the policy below applies to all cancellation scenarios, with no exceptions. We wish we could compensate people for unforeseen circumstances, but we have incurred expenses.

We strongly encourage you to purchase travel insurance within 2 weeks of making your first payment with The Organizer. Travel insurance purchase within 2 weeks of first payment is required for international retreats.

All retreats are non-refundable.

5. Retreat Cancellation (*Force Majeure*)

We schedule our retreats when climate is expected to be most enjoyable, and when extreme weather episodes are least likely. However, we cannot predict all events that may occur. The Organizer assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other Force Majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by The Organizer that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to Force Majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you less our non-refundable planning service fee.

6. Changes to Itineraries

While we do not anticipate any changes, if between planning time and/or during actual travel, circumstances require changes, we reserve the right to cancel or vary any

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itinerary and substitute components of any retreat. These changes will not be considered material changes and will not be considered a reason for cancellation by the participant.

7. Travel Documents

For retreats held outside the U.S., all American passport holders are required to have at least 6 months validity on their passport at time of travel.

8. Travel Protection

The purchase of travel protection is strongly recommended, and for international retreats, travel protection is mandatory. We encourage guests to purchase additional cancel coverage for any/all reasons. Travel protection can help in case your trip is cut short due to a medical emergency and can provide for medical costs (including medical evacuation). Travel protection assists with missed connections and lost baggage. We are not experts, so you should ask your insurance broker any questions you may have. Travel protection should be purchased as soon as possible after booking. If you do not have adequate travel protection and an emergency occurs, we are not liable for any losses you incur.

9. Policy Changes

To ensure the optimal best experience for all parties, impromptu policy changes may become necessary. In the event of a change, notification will be emailed to attendees. **Changes do not cancel out or negate the contract.**

ACKNOWLEDGEMENT

1. Assumption of Risk

I acknowledge that I have voluntarily enrolled to participate in this retreat. In consideration of The Organizer allowing me to participate, I agree to this release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability

The Organizer and any teachers, employees, guides, agents or representatives ("the releasees") for any personal injury, death, property damage or loss of any nature

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suffered by me as a result of participation in any activity on the retreat. I release from liability The Organizer for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

2. Express Assumption Of Risk

I, the undersigned, am aware that there are significant risks involved in all retreat activities, and that my participation in any such wellness and exercise program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, The Organizer, vendors, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of guests, equipment, vehicular traffic, water activities, actions of other people including, but not limited to, The Organizer, participants, volunteers, vendors, service providers, coaches, and trainers and lack of hydration. I am aware that any of these above mentioned risks and risks not mentioned above may result in serious injury or death to myself. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical activity or training, including this inclusive wellness program. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, leased, rented, maintained or controlled by them or because of their possible liability without fault.

I acknowledge that I have no physical or suspected impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release The Organizer, their principals, teachers, agents, employees, experts, practitioners, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

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Indemnification: The participant 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 herself or to any other participant due to 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 The Organizer and The Organizer, 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, unintentional, or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, water areas, areas adjacent to the main building, resort property, and/or any area selected for training and activities.

3. Release Of Liability

The Organizer offers retail travel services to customers, which are provided by separate and independent vendors of travel services. The Organizer does not operate, control, or otherwise provide the services of the independent travel vendors. Hence, customer agrees that The Organizer acts only as agent for the client in acquiring transportation, hotel accommodations, sightseeing, and other privileges, or services for the clients' benefit, and on the express condition that The Organizer shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

MEDIA

1. Permission to Capture and Use

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. For valuable consideration received, I grant to The Organizer the absolute and irrevocable right and unrestricted permission concerning any captured media that she/he has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish in whole or in part, individually or in connection with other material, in any and all publishing platforms now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if

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she/he so chooses. I release and discharge The Organizer from any and all claims and demands that may arise out of or in connection with the use of the media, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, Videographer, Interviewer, Editor, as well as the person(s) for whom he/she captured the media. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

WAIVERS

1. Release & Waiver of Liability

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 The Organizer, their affiliates, teachers, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in The Organizer's retreats. I hereby release The Organizer, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in The Organizer's retreats.

I am medically, physically, emotionally and in all respects fit and able to participate in The Organizer's retreats.

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 The Organizer.

I acknowledge that The Organizer 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 The Organizer is not a licensed medical provider and that I must consult my doctor.

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By agreeing to the terms outlined here and elsewhere on The Organizer's website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on The Organizer's retreat. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

2. Law & Jurisdiction /Class Action/Limitation of Damages/Notice of Claim

This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida exclusive of conflict or choice of law rules. You agree that you will not bring claims against The Organizer in your individual capacity or class member in any purported class action or representative proceeding. The Organizer shall not in any case be liable for compensatory damages or demands.

I acknowledge and agree to these conditions of sale and expressly waive any right to punitive damages. You understand and agree that no claims will be considered and that you will not bring suit against The Organizer.

3. Covenant Not to Sue

I agree not to start any lawsuit or other court action against The Organizer, nor will I join any such proceeding, including any claim for money damages.

I acknowledge and agree that I am entering a covenant not to sue the Organizer in any capacity, including to hold The Organizer liable for any injury, loss, or damage sustained by me or my property, even if it is due to The Organizer's negligence or omission. I also waive the right of any of my insurers' to make any such claim or suit.

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ENTIRE AGREEMENT & SEVERABILITY

This agreement, including any other documents, including invoices, we provide you, and the terms and conditions of our suppliers, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to The Organizer. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

By electronically checking the waiver box, and submitting my retreat payment, I hereby acknowledge and accept all the terms and conditions above. I hereby agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma, or death. I hereby release and discharge The Organizer, and retreat leaders from and against any and all liability from my participation in the retreat trip. I agree that this release shall be legally binding upon me personally and all members of my family.

I hereby verify that I have reviewed all information (legal names, date of birth) and travel itinerary for accuracy. I have been advised of all applicable fees imposed by The Organizer and the suppliers, plus I have been advised on purchasing travel insurance. I understand that changing any aspect of my travel arrangements may result in the payment of additional money.



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ACKNOWLEDGEMENT

☐ By signing below, I acknowledge that I have read and hereby agree to adhere to the terms, conditions, rules, policies, and overall contract as stated in the aforementioned pages.

Date: _____

Print Participant Full LEGAL Name: _____

Email: _____

Phone: _____

Participant Signature: _____

Participant Age: _____ Date of Birth: _____

Note: All fields must be completed and will be verified.