

## **Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat Agreement**

Entered into Agreement upon purchase of the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat.

Parties:

Embrace For Impact, LLC dba  
Indiana Family Therapy Center, Inc.  
1103 E Main Street  
Brownsburg, IN 46158

And

Rebecca Love LCSW INC  
7940 California Ave, Ste 11  
Fair Oaks, CA 95628

(Hereinafter referred to as “The Company”)

And

Individuals who have opted into this Agreement by purchasing the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat. Collectively, all of the above people or businesses entering into this Agreement will be referred to as the “Parties.”

### **PURPOSE OF THE AGREEMENT**

The Parties wish to hire Company to provide group coaching services on a retreat in Florida, United States, as detailed in this Agreement. Company has agreed to provide such services according to the terms of this Agreement

### **TERMS**

**Description of Services.** Parties choose to participate in the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat (hereinafter referred to as “Retreat”) offered in Florida for 3 days and 4 nights from October 2-6, 2024.

**The Retreat includes the Services listed below.**

**Services:** Company shall provide Parties with the following services for the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat (hereinafter referred to as “Services”).

- Group and breakout coaching focusing on how traumatic life experiences impact entrepreneurial and leadership abilities by subject matter experts
  - 9 NBCC approved CEUs
  - Networking and community-building activities
  - Group Yoga offered on beach
  - 1 group experience in Florida ( examples include sunset cruise, catamaran boat experience, glass bottom kayaking, etc.)
  - 2 catered meals each day (one fully cooked seafood meal by a professional chef- food alternatives due to allergies available)
  - Accommodations (as selected by the Parties in advance and approved by the Company)
  - Retreat trip planning and itinerary support before and during the retreat
  - One Group Transportation to and from the retreat center and the Airport in Florida
- Company shall not provide the Parties with the following service for the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat and the Parties are fully responsible for the procurations and cost of the following services:
- Airfare to and from the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat
  - Transportation to and from the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat center and point of arrival in Florida (if Parties arrival and/or departure does not coincide with the group transportation times)
  - Dinners are purchased separately except for the first night
  - Any meals, snacks, and drinks purchased outside of the retreat center and/or retreat activities specifically listed as services provided
  - Tips and gratuities
  - Any COVID testing required to participate in the Retreat

**Cost of the Services:** The total cost (“Total Cost”) for all Services depends on the payment plan, room selection, and the guest status (“Travel Plan”) that the Parties select. The Parties are responsible for all charges related to the Travel Plan and are subject to approval by the Company for the following options. Parties must provide all payments by September 1, 2024, in accordance with their selected plan as indicated below:

1. A non-refundable, one-time deposit payment of \$750, paid upfront to reserve a spot to participate in the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat, and
2. If parties bring a guest, Parties must pay a one-time payment of \$950 for a single guest. A guest option is only available for private accommodations, and Parties agree that by indicating Parties will bring a guest, they will pay for private accommodations at the Retreat.
  - a. Parties agree to take full responsibility for their guest and the Parties’ guest will be held to the same standard and conditions of the Agreement as the Parties. The Parties are

responsible for informing Guest of any and all Retreat information and rules. Company shall not be held liable for the Guest violating the conditions of the Agreement.

3. A one-time payment or monthly payments adding up to the full cost of the Retreat, determined by the selected Travel Plan, to be paid in full or begin the payment plan by July 1, 2024.

**Retreat Fees:** The total costs of the individual retreat fees is determined by the room selection and optional inclusion of a guest (only available for private accommodations) and are as follows:

- Private Room with Balcony: \$3300
- Private Room: \$3200
- Shared Room: \$2850
- Optional Guest: \$950

**Payment Plan:** If the parties select a payment plan option, all payments will be due weekly or monthly, **no later than October 1, 2024**, unless the Parties make other arrangements with the Company. Parties may begin the payment plan before July 1, 2024.

**Late Fees:** If the Parties miss a scheduled payment, Parties have two weeks from the missed payment date to resubmit the payment, unless the Parties have made other arrangements with the Company. If Parties fail to provide the payment within the two weeks, the Parties are subject to be removed from the Florida, 2024 Retreat. All payments must be completed by October 1, 2024, unless Parties have made other arrangements with the Company.

**Collections:** If payment is not received by 60 days after the due date, and the Card on File is not able to be charged, Company reserves the right to see payment through collections or any other legal means. Parties shall be responsible for any outstanding balance in full, as well as any collection and/or attorney's fees incurred due to the Company's good faith efforts to collect any money owed.

**Transfers/Refunds:** Parties may cancel the retreat reservation and receive a full refund, excluding the non-refundable deposit, only if the cancellation is made 60 days or more before the start of the retreat. If Parties cancels the retreat reservation between 30-60 days before the retreat, Parties may receive a 50% refund of the retreat costs, excluding the non-refundable deposit. Any cancellations made by the Parties within 30 days of the start of the retreat are non-refundable, unless the Company makes other arrangements with the Parties, which is at the full discretion of the Company. The Deposit is non-refundable unless the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat is cancelled by the Company or the Parties can produce reasonable documented proof of necessary cancellation for circumstance due to COVID-19, which will be determined by the Company.

## **PROTECTIONS & RELATIONSHIP**

**Bad Faith Competition:** The Parties agree not to offer any similarly marketed or positioned offerings as this Coaching Program for at least one year following the Parties' participation via this Agreement. A similarly marketed or position offering is one that:

- Is likely to or can be proven to cannibalize sales from this Coaching Program; or
- Is deemed to be in bad taste, or created in bad faith, at the discretion of the Company.
- For example, if the Parties join this Coaching Program for the sole purpose of stealing this Coaching Program's format, Partiers, or materials, this is considered bad faith behavior.

**Confidentiality:** Parties will treat and hold all information of or relating to this Agreement, the Services provided, and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, parties will remain bound to the Confidentiality provision of this Agreement. Confidential information (hereinafter referred to as "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, advertising campaigns, information regarding executives and employees, emotional or personal information shared during the Services, or the terms and provisions of this Agreement.

**At all times the Parties shall neither use nor disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, Parties, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, emotional or personal information, or services of or relating in any way to the Parties in whatever form to any parties outside of this Agreement.**

Any accidental breaches of this Confidentiality Agreement, whether direct or indirect, shall be communicated with all practical speed to the other Parties, according to the Notice provisions outlined in the Agreement, and appropriate and relevant corrective action taken at the responsible Parties' expense.

This Agreement imposes no obligation upon the Parties for any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of the receiving Parties; is rightfully received from a third Parties not owing to a duty of confidentiality; is disclosed without a duty of confidentiality to a third Parties by, or with the authorization of, the disclosing Parties; or is independently developed by either Parties without prior knowledge of privileged or confidential information.

**Non-Exclusivity:** The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Parties are free to engage others to perform services of the same or similar nature to those provided by the Company, and the Company shall be entitled to offer and provide services to other Partiers, and otherwise advertise the services

offered by the Company. However, nothing in this paragraph should be construed to release Parties from its payment obligations to the Company.

### **LIMIT OF LIABILITY**

**Waiver of Liability:** Parties voluntarily signs this waiver in favor of Company in consideration for the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat. Having read and signed this waiver, Parties acknowledge that for herself/himself/themselves, Parties's heirs, executors, administrators, representatives, or anyone else who might claim on Parties' behalf, hereby waives, releases, and discharges Company and its officers and directors, staff, employees, agents, and volunteers from and against any blame and liability for any injury, harm, loss, inconvenience, or any other damage of any kind whatsoever, which may result from or be connected in any way to Parties' participating in the 2024 Florida Retreat, and Parties agrees to hold them harmless from any such claim(s). In addition to the absolute and unqualified release from all liability, Parties hereby represents that Parties will conduct herself/himself/themselves in a safe and prudent manner while participating in the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat. Company reserves the right to cancel an activity or release a participant if it feels the participant's conduct is inappropriate or disruptive. Parties are aware that by signing this, Parties are waiving certain legal rights, including the right to sue Company or its officers and directors, staff, employees, agents, and volunteers.

**Maximum Damages:** Parties agree that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Company.

**Indemnification:** Parties agree to indemnify and hold harmless Company, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages, or other losses arising out of, or related to, the Services provided in this Agreement, including all actions, causes of action, injuries, claims, negligence, costs or expenses, arising out of or related to Parties' participation in Services and any related activities. Parties agree to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees, or other losses as a result of accident or negligence on behalf of the Parties to this Agreement, or if no insurance is secured, Parties waive rights to directly or indirectly ask or force Company to pay for any such damages.

**Disclaimer:** Parties agree and understand Company is not providing the professional services of an attorney, accountant, or financial planner. Should Parties desire the listed professional services that exceed the scope of this Agreement, Parties must sign a letter of engagement of said professional services with the appropriate service provider. No legal, financial, or accounting professional advice will be given without entering into such a relationship via the letter of engagement referenced immediately above.

**Guarantees:** Company does not make any guarantees as to the results, including financial or other gains, of any Services provided. Company agrees to provide the Services listed in this Agreement prior to and during the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat. Parties agree to take responsibility for Parties' own results.

**Release:** Parties have spent a satisfactory amount of time reviewing Company's work and have a reasonable expectation that Company's Services will produce a reasonably similar outcome and

result for Parties. Parties understands and agrees that: Every Party and final results are different; and Coaching and/or consulting is a subjective service and Company is a provider with a unique vision, with an ever-evolving style and technique; and Company will use its personal judgment to create favorable experiences for Parties, which may not include strict adherence to Parties' suggestions or expectations; and Dissatisfaction with Company's independent judgment or individual coaching style are not valid reasons for termination of this Agreement or request of any monies returned.

**Media Release:** Any media, including photographs, audio or video footage taken by Company or its officers and directors, employees, agents, subcontractors or volunteers, or any media shared by Parties on one of Company's platforms such as email, Google Business, or Facebook group channel, is or becomes the property of Company. Parties grant permission for any media containing Parties' likeness and image to be used for publication in any reasonable medium, including but not limited to advertising, third-party websites, online media, industry publications, or for any other lawful and positive use as may be determined by Company. Parties further waive any and all rights to review or approve any uses of the media, any written copy related to the media or finished products containing the media.

**Emergency Contact(s):** Parties agrees to provide Company with emergency contacts before the Retreat and permits to contact the said person(s) in the case of an emergency. Medical Treatment: You are responsible for your own health and safety while attending the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat, and for seeking medical attention as necessary for any allergic reactions, illness or injury that you experience while attending the retreat. In an event where it becomes reasonably necessary for Parties to receive medical treatment at either Parties' request or Company's discretion during the retreat, Parties understands and accepts full responsibility for any and all medical expenses arising out of any treatment from such an incident. In the event that Parties are unable to make medical decisions in an emergency, Parties consents to the care of any reasonable physician or treatment center to administer treatment until Parties' Emergency Contact(s) can be reached and take over Parties' care decisions.

**Assumption of Risk:** Parties understand and agree that the retreat includes dining, social, and recreational activities. Any activity can involve an element of risk or injury. Parties assume the risk of any activity, and the risk of using any reasonable means of transportation to and from such activities, whether provided by Company or a third Party. Company will make a reasonable attempt to accommodate any specific housing, dietary, or other health requests, or let the Parties know if such a request is not possible. If Company cannot provide for a specific request, or Parties do not wish to assume any such risks, Parties may take responsibility for providing his or her own food, accommodations, transportation or anything else that the Parties needs or wants to participate in the retreat.

**Insurance:** Parties are advised to purchase an adequate amount of travel, medical, or other insurance that insures the Parties against sickness, health issues, bodily harm, travel cancellations or delays, and incidental or direct damages resulting from Parties' participation in the retreat. In any event, the Parties HEREBY RELEASES AND HOLDS HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property,

WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following releases: the Company's officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that the Parties, the Parties' estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By initialing below, the Parties agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the retreat. Non-disparagement: The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

## **CANCELLATION, RESCHEDULING, AND NO-SHOWS**

**Cancellation Policy:** If Parties desire to cancel Services or are otherwise no longer can or desire to enjoy the Services listed in this Agreement, Parties agree to give Company Notice as soon as is reasonably possible. Company will provide refunds in accordance with the Terms for Transfers/Refunds. Company reserves the right in any circumstances to cancel the Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat. In this event, Company may cancel the retreat and refund Parties' payments.

**No Liability for Third-Parties Cancellations:** While Company may make recommendations regarding travel, airfare, and transportation to and from the retreat, Company is not liable for cancellations made by Parties' chosen transportation method. Company does not accept any liability for cancellations, delays or changes to Parties' travel arrangements caused by war, threat of war, terrorist actions or threats, closure of airports, civil strife, industrial action, natural disaster, technical problems to transport, staff cancellations, unforeseen changes in your personal circumstances or other events beyond Company's control.

**Schedule:** The Retreat schedule is subject to change. The Coach will attempt to give reasonable notice of all schedule changes and allow reasonable accommodations to the Parties for conflicts arising from Coach's own scheduling changes. However, no adjustment or proration of fees will be applied if Coach's schedule changes due to extenuating circumstances.

**Late Arrival:** The Retreat shall begin at the agreed upon start date. No proration of fees will be provided for Late Arrivals.

**Non-Participating Parties:** If it becomes impossible for Company to render Services due to the fault of the Parties or parties related to Parties, such as failure of one or more essential parties to the Services to provide reasonably requested documents or feedback in a timely manner, or Parties' failure to show up for scheduled meetings without reasonable notice, at the discretion of the Company, Company reserves the right to cancel this Agreement without any further Services delivered. Upon cancellation or Parties' unreasonable delay, all outstanding fees are immediately due and payable to Company.

**Force Majeure:** Regardless of the above, either Parties may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either Parties that materially affects the Services provided in this Agreement, including a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, pandemic shutdown, or infestation); war, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or any hazardous situation created outside the control of either Parties such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Failure to Perform Services:** In the event Company cannot or will not perform its obligations in any or all parts of this Agreement, such as in the event of an unforeseen health emergency of the Coach or essential Company employees to the Services, Company (or a responsible Parties) will: Immediately give Notice to Parties via the Notice provisions detailed in this Agreement, below; and

Issue a refund or credit based on a reasonably accurate percentage of Services rendered or find a reasonable replacement; or Excuse Parties of any further performance and/or payment obligations in this Agreement.

## **GENERAL PROVISIONS**

**Governing Law:** The laws of the state of Indiana govern all matters arising under or relating to this Agreement, including torts.

**Severability:** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each Parties remain legal and enforceable.

**Notice:** Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via either of the following methods of delivery at the date and time which the Notice is marked as sent in the inbox or on the payment receipt for postage:

**Coach's Name:** Erin Coram

**Coach's Email:** erin@voyagecounseling.com

**Coach's Address:** 1103 E Main Street Brownsburg, IN 46158

And

**Coach's Name:** Rebecca Love

**Coach's Email:** rebecca@heartwisetherapy.com

**Coach's Address:** 7940 California Ave Ste 11, Fair Oaks, CA 95628

**Capacity:** All Parties agree they are of legal age of consent and in sound mental capacity to enter into this Agreement.

**Merger:** This Agreement constitutes the final, exclusive agreement between the Parties relating to the Services contained in this Agreement. All earlier or other negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.



**Amendments:** The parties may amend this Agreement only by the Parties' written consent via proper Notice via email or mail, with acknowledgment and acceptance by the receiving Parties.

**Titles:** The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

**Dispute Resolution:** Any controversy or claim arising out of or relating to this contract, or the breach of this Agreement, will be settled by alternative dispute resolution (ADR) prior to a formal complaint. ADR includes arbitration or mediation administered by an authorized entity, such as the American Arbitration Association, in accordance with its Commercial [or other] Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) or mediator(s) may be entered in any court having jurisdiction over this Agreement and related dispute resolution proceedings.

#### **SIGNATURES**

By purchasing Florida Embrace Your Trauma and Amplify Your Impact 2024 Retreat and opting into the Terms of Service, you agree that you are legally obligated to adhere to this Agreement and agree to comply with the terms.