**Creative Rejuvenation Retreat Terms and Conditions**

**1. Reservation**

To reserve your place on the Creative Rejuvenation Retreat in Sagle, Idaho please ensure the Participant Information Form is completed and submitted to Bevie LaBrie  blabrie@artfulsoulscapes.org, along with your registration payment.

**2. Price**

All prices are quoted in U.S. dollars. Participants may be given the choice to bring their own supplies or pay an additional fee to cover the cost of the supplies. Lodging for the weekend is not included in the retreat fee or $448.00.

**3. Payment**

Payments must be made by credit card through brown paper tickets or paypal. Final balances are due at least 30 days before the beginning date of the retreat. The retreat fee can be paid in two installments. If the retreat payment balance is not received by ArtfulSoulscapes/Bevie LaBrie by the required time we will assume that you will not be participating on the retreat.

**4. Cancellations**

If you wish to cancel your retreat you must notify Bevie LaBrie in writing. Once notice has been received cancellation will take effect subject to the following:  If cancellation takes place more than 30 days prior to your departure date, any payments made will be refunded.  If cancellation takes place 15-30 days prior to your retreat's start date, 50% of the retreat price will be forfeited. If cancellation takes place less than 15 days prior to your retreat's start date, 100% of the retreat price will be forfeited. **Inital** ( )

**5. Health and Fitness Requirements**

This retreat will provide opportunities for moderate fitness experiences through yoga and walking. If you feel you may be at risk for injury, it is your responsibility to notify instructors of individual needs.

**6. Cancellation due to Retreat Booking Numbers**

Instructors of ArtfulSoulscapes reserve the right to cancel any retreat prior to departure in the event that there are too few people booked in which case you will be given a refund of any and all payments made to ArtfulSoulscapes.  You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport, flight, and vaccination costs.) **Inital** ( )

**7. Changes, Postponement, Cancellation or Delay**

If the participant arrives late or leaves the trip prior to its conclusion, refunds will not be made for the unused portion of the trip. No refunds will be made for any excursion, sightseeing, meal, or other activity that the participant misses or decides not to take for any reason.

ArtfulSoulscapes Instructors reserve the right to make changes to any aspect of the retreat if, in their absolute discretion, it is necessary to do so due to conditions that are likely to be hazardous or dangerous or due to any other adverse or threatening conditions ie) weather related. This includes any material change in any government travel warnings or global threats levels. In the event of any change, modification, cancellation, postponement or delay **under this condition,** you acknowledge that there will not be refund of the retreat price in whole or in part and no compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation, postponement or delay. **Inital** ( )

**8. Early Termination/Suspension of Services:** ArtfulSoulscapes reserves the right to remove from the trip any participant whose behavior, mental or physical health, in the sole judgment of ArtfulSoulscapes endangers the health or safety of others, disrupts the orderly conduct of the trip, or in any way brings discredit upon ArtfulSoulscapes.  The removal of a participant or the termination or suspension of the trip due to the above will result in the forfeiture of all fees and other monies paid to ArtfulSoulscapes.   Additional travel or other expenses incurred because of the removal, termination, or suspension is the responsibility of the participant. Illegal drugs are strictly prohibited and are grounds for dismissal. **Inital** ( )

**10. Photography**

ArtfulSoulscapes Instructors reserve the right to use photographs or videos from the retreat for promotional purposes. By making a reservation on this retreat, you agree to allow your image to be used for promotional purposes. If you prefer for your image not to be used, please notify Instructors, in writing, before the retreat begins. **Inital** ( )

**11. Force Majeure**

If Instructors are prevented (directly or indirectly) from performing any of their obligations under this agreement by acts of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside ArtfulSoulscapes Instructors’ reasonable control, ArtfulSoulscapes Instructors will be under no liability whatsoever to you and may either cancel the retreat.

**12. Program Cost Includes**

The cost includes meals, guided process arts therapy and meditation, daily yoga, holistic healing education, access to onsite walking trails and use of musical instruments.  (Additional Note:  ArtfulSoulscapes is able to ensure meals for special dietary needs, gluten free, vegetarian, vegan, etc...please notify Instructors, in writing, before the retreat begins). **Inital** ( )

**13. Program Cost Does Not Include**

Airfare and other travel costs; additional expenses for late arrivals or early departures; trip cancellation and baggage insurance; medical treatment/emergency expenses or insurance of any kind; accommodation upgrades; independent activities and optional choices; gratuities for hotel housekeeping.  If you wish to extend your stay the participant is responsible for all associated costs. Gratuities and taxes for personal services and purchases; any other items of a personal nature; private non-group transfers (ie) car rental **Inital** ( )

**14. Medication**

Any participant who has a known life threatening allergy or chronic condition requiring medication will carry a supply of that medication sufficient for emergencies and will provide an additional quantity for ArtfulSoulscapes Instructors to carry throughout the weekend.

**15. Agreement**

This agreement becomes effective upon execution and terminates on the final day of contracted services. I haveread the terms and conditions and agree to abide by those terms and conditions. I alsounderstand that if I do not follow these terms and conditions, I will be required to leave the program immediately.As a participant in any ArtfulSoulscapes program, I understand that I am not in an employment relationship withArtfulSoulscapes and am not covered by any health insurance policy or program, workers' compensation insurance,or disability insurance maintained by ArtfulSoulscapes.  I agree to hold ArtfulSoulscapes and the Rejuvination Sanctuary interns, volunteers and employees harmless from any and all manner of liability arising out of any injury sustainedby me during my participation in any of the programs.**Inital** ( )

**17. Attorney's Fees**

If either party initiates an arbitration or judicial action including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon breach, the prevailing party will be

entitled to its reasonable attorney fees and costs. **Inital** ( )

**18. Entire Agreement**

This agreement contains the entire agreement of the parties respecting the matters herein and

supersedes all prior written and oral agreements between the parties respecting such matters.

**19. Governing Law and Severability**

This agreement is established under, and will be governed by the substantivelaws of the state of Washington.  The venue of a suit will be Spokane County, Washington and the parties agree to the jurisdiction of the courts of that county.  Any provision prohibited by law or unenforceable will not affect the remaining provisions of the agreement. I have read, understand, and consent to the terms and conditions of the program and I agree to abide by those terms and conditions set forth above.

**PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS; RELEASE AND INDEMNITY AGREEMENT**

In consideration of the services of ArtfulSoulscapes, LLC and the Rejuvenation Sanctuary, I, the undersigned participant ("Participant") acknowledge and agrees as follows:

**Activities:**

While the activities of the program will vary with the particular program, and instructional, educational, and/or adventurous and may include but will not be limited to: yoga, art, hiking, walking, I understand that I may engage in other activities not listed above. Activities may be planned or unplanned, and supervised or unsupervised. The planned program may be modified at the sole discretion of the ArtfulSoulscapes and/or the Rejuvenation Sanctuary Instructors due to weather, emergencies, and other conditions or events, including logistical services.

**Risks:**

I understand and acknowledge that the ArtfulSoulscapes Program in which I will participate has risks while processing of emotional experiences, as well as physical risks involved in yoga and walking on uneven ground. While it is impossible to know or list every risk associated with every activity, ie) falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; physical contact with other participants or other individuals; and other natural or man-made hazards.

**Assumption of Risks:**

I hereby agree to assume all of the risks of the activities of my ArtfulSoulscapes Retreat inherent or not and whether or not described above, and including the negligence of ArtfulSoulscapes or other Released Party (described below).

**Release of Claims:**

I hereby release ArtfulSoulscapes, LLC and the Rejuvination Sancruary, its members, directors, volunteers, independent contractors, (including consulting physicians), and any and all other persons acting under the direction and control of these persons and entities (collectively referred to as "Released Parties") from, and agree not to pursue a claim or sue them or any of them for, any liability, claim, suit, or expense in any way associated with my enrollment or participation or the use of any equipment or facilities in an ArtfulSoulscapes/Rejuvination Sanctuary retreat. Neither I, nor anyone acting on my behalf will make a claim against a Released Party by reason of any financial loss or personal loss, injury, illness, damage, or death suffered by me. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of a Released Party to the fullest extent allowed by law and includes claims for breach of contract or any other type of suit. I do not waive any claims for gross negligence or willful or wanton misconduct. If I sue ArtfulSoulscapes, LLC , the Rejuvination Sanctuary or another Released Party in violation of this agreement, I will pay or reimburse all expenses incurred by that Released Party in the defense of the claim or suit.

**Other:** I understand that I am responsible for my safety, for managing the risks, and for determining my suitability for the Artfulsoulscapes program in which I will participate. I have accurately completed each required Artfulsoulscapes application and medical forms and have reviewed all Artfulsoulscapes retreat information provided to me. I agree to follow all Artfulsoulscapes as well as Rejuvenation Sanctuary policies.  I have no mental or physical problems or limitations that affect my ability to participate that have not been disclosed to Artfulsoulscapes in writing.  I have had the opportunity to ask questions about the program activities and the risks of the program in which I will participate.  The interpretation and enforcement of this Agreement will be governed by the substantive law of the State of Washington (regardless of the "conflict of law" rules). Any mediation, suit, or other proceeding must be filed and conducted only in Spokane Co, Washington.  The assumption of risk, release, indemnity, and all other provisions of this Agreement is intended to be interpreted and enforced to the fullest extent allowed by law.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS AGREEMENT SHALL BE BINDING ON ME, MEMBERS OF MY FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Printed name

Signature

Date