



TERMS AND CONDITIONS

The purpose of this agreement is to register for a specified Zion Retreat outline all details and conditions that may apply. It is your responsibility to fully understand the terms and conditions for each specified retreat listed on zionretreats.com (henceforth referred to as "the website") Should you have questions regarding the terms and conditions of this agreement, please contact Zion Retreat staff via email or phone.

REGISTRATION

Deposit

In order to secure your spot in a Zion Retreat, a non refundable deposit of \$500 is required to be paid and this agreement is required to be signed. The deposit payment can be paid by cash, check, Zelle, or with a debit or credit card that may require a 3.5% fee.

Costs

Prices are published on the retreat website designated for each specified retreat. Prices are set per person and may vary depending on specified room arrangements. Retreat prices vary depending on many factors including cost of housing, cost of food, cost of adventures and more. Zion Retreats makes every effort to make retreats affordable and accessible. Prices do not include airfare. In some cases, pricing may include transportation to and from the airport and other specified destinations. If transportation is not included you will be informed prior to payment arrangements. All prices are set and non-negotiable.

Payment Plan

Payment plans may be arranged at the time of registration for your Zion Retreat. Payment plans are arranged directly with Zion Retreats and are subject to an additional agreement or contract. A non-refundable deposit is still required for participants who require payment plans. Payment plans range from 1 - 6 months. Payments must be made promptly or a late fee will be assessed. Payments can be paid by cash, check, Zelle, or with a debit or credit card that may require a 3.5% fee.

CANCELLATION

Cancellation at any point after registration will result in the loss of the \$500 non-refundable deposit payment made at the time of registration.

- If cancellation occurs before 90 days prior to the first day of the retreat a refund will be issued for any amount paid beyond the non-refundable deposit.
- If cancellation occurs within 90 days prior to the first day of the retreat no refund will be issued. The amount paid (beyond the deposit) can be transferred to another service including another retreat, Zion Well membership and Zion Well yoga teacher training.

Exceptions to our cancellation policy cannot be made for ANY reason, including weather, terrorism, civil unrest, sickness, health changes, personal emergencies or otherwise. There is no refund for arriving late or leaving a trip early. Cancellation/changes must occur in writing via email to info@zionwell.com

Transfer: You may transfer your retreat seat to another person who will be responsible for signing and agreeing to the same terms and conditions. Transfer is subject to Zion Retreat review and approval.

Cancellation by host: If Zion Retreats cancels the trip for any reason a full refund will be issued at the time of cancellation in the form of a check.

TRAVEL REQUIREMENTS

Airfare is not included in the price of any Zion Retreat package. It is your responsibility as a participant to arrange and book all flights to and from the retreat destination.

Travel insurance is highly recommended to be purchased for your Zion Retreat. Zion Retreats will not be held responsible for any delay, additional expense or inconvenience that may be caused directly or indirectly by events outside of our control (ie: late arrival/departure of flights, civil disturbance, fire, flood, cyclones, severe weather, acts of God, and acts of government, machinery or equipment failure, or cancellations for any reason.) No refunds will be given for "no shows" or days not used resulting from the above aforementioned.

It is the responsibility of each traveler to obtain all required travel documents including Visas and Passports. Information regarding necessary documentation is provided as necessary on our website or you can contact us for more detailed information. It is your responsibility to purchase correct immunizations if applicable. Please contact your nearest travel clinic to learn the latest requirements.

Some countries may require a negative COVID-19 test for a return flight so please make sure this is arranged in advance. Information regarding this will be listed on our website.

MEDIA

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. I grant to Zion Retreats 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 she/he so chooses. I release and discharge Zion Retreats 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 insure 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.

CONDUCT

Zion Retreats reserves the right to remove a participant from the retreat at any time due to unacceptable behavior at the discretion of Zion Retreats at any time. If this occurs at any time through a retreat the participant may be required to arrange hotel accommodations, transportation and/or early flights where applicable at the expense of the retreat participant.

Zion Retreats values a safe, calm environment for all participants. Zion Retreats follows all local and national laws on retreats and will take any necessary steps to uphold the law and keep participants safe.

CORONAVIRUS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Zion Retreats cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing Zion Retreats' services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Zion Retreats' services and/or enter onto Zion Retreats' premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By agreeing to the terms outlined here and elsewhere on the Zion Retreats website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a Zion Retreat.

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

ROOMMATES

Zion Retreats provide housing that could result in sharing a room with another participant. At the time of registration you will be informed who your roommate will be or that you will have one.

Retreat Rates are per person. Single, Double, triple, quad, bunk or otherwise advertised shared rooms require shared occupancy for the specified room rate. If you book a shared room without a specified roommate(s), we will do our very best to match you with your desired room type and price point. In the event we can't find you a roommate for your first pick, we will present you with different rooming options.

CHANGES

Zion Retreats itineraries are advertised on the website as well as sent in the mail to participants two weeks prior to the start of the retreat.

While every effort is made to keep to all published itineraries, we reserve the right to make changes for your convenience. In some cases, weather conditions or "acts of god" (e.g. pandemic) can necessitate an alteration in the event itinerary, such as the dates of the retreat, and this does not constitute any reason for refund. No refund for unused services will be considered.

QUESTIONS

With questions or concerns please email info@zionwell.com

Retreat Participants	Date
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Sign up date: -----

LIABILITY RELEASE

By signing this agreement I acknowledge that I have voluntarily enrolled to participate in a Zion Retreat. In consideration of Zion Retreats allowing me to participate in Zion Retreats 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 Zion Retreats and any employees, guides, agents or representatives ("the releasees") for any personal injury, death, property damage or loss or any nature suffered by me as a result of participation in any activity on the retreat. I release from liability Zion Retreats for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

At times, Zion Retreats include natural terrain that may result in obstacles and hazards that cause risks to participants.

Risks include but are not limited to:

- **Animals:** Zion Retreats may include hiking in natural areas that could result in encounters with wild animals, insects etc. These hazards may result in injury or death.
- **Isolation:** Zion Retreats may include travel in and out of areas that are naturally isolated. This may result in difficulty communicating with rescue personnel and or reaching medical attention in a timely manner.
- **Weather:** Conditions vary for each retreat and may include extreme changes and challenges.
- **Environmental:** varying from retreat to retreat and may include but are not limited to: rapidly moving, deep or cold water; insects, snakes and predators, including large animals; falling and rolling rock; lightning, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without warning. Possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration and other mild or serious conditions.
- **Activities:** varying from retreat to retreat and may include but are not limited to: hiking, backpacking and climbing in a wide variety of environments including on rock, snow and ice; bicycling on trails and roads with a wide range of surface conditions and traffic volume; rock climbing, climbing on climbing apparatus and ropes courses, using zip-wires and rope swings; white-water rafting, river kayaking, paddle boarding, sea-kayaking and canoeing; swimming, snorkeling and surfing; fishing.

Throughout the retreat, participants are responsible for their own safety.

By signing this agreement I acknowledge the enjoyment and challenge I receive from the activities of this Zion Retreat and the wilderness and natural outdoor experience, its isolation and the opportunity to experience wildlife and nature in a natural surrounding and state, and emotional experiences resulting from personal growth exploration, this is my reason for participating in Zion Retreats, and I voluntarily assume all risks associated with these activities and freely waive any and all legal rights that I may have against the releasees.

I am medically, physically, emotionally and in all respects fit and able to participate in Zion 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 Zion Retreats.

I acknowledge that Zion Retreats 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 Zion Retreats is not licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify Zion Retreats instruction to suit my individual needs. I will not hold Zion Retreats 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 Zion Retreats is not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat physical or mental illness.

For the benefit of everyone on your Zion Retreats retreat, Zion Retreats reserves the right to accept or reject any participant at any time without liability, and in the event it 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. Zion Retreats 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.

An environment free of allergens, including but not limited to food allergens, CANNOT be guaranteed on a Zion Retreat. 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 Zion retreats. 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 and assuming such risks, the undersigned hereby fully releases and discharges the Released Parties 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 Zion retreats and/or exposure to food allergens.

PHYSICAL DEMANDS

I, the undersigned, am aware that there are significant risks involved in physical training, including but not limited to, the physical training inherent to all yoga exercise activities, and that my participation in any such physical training 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, my training partner, 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 athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). 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 training, including this yoga 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, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical 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 Zion Retreats, their principals, agents, employees, 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. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

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 him/herself 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 Zion Ventures LLC, Zion Well and Zion Retreats 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 house, and/or any area selected for training.

By signing below I acknowledge the details of this liability waiver for a specified Zion Retreat. I agree that I am voluntarily participating in this Zion Retreat and assume all risks and liabilities associated with my participation.

Retreat Participants

Date

