

INTERNATIONAL CREATIVE RETREAT AGREEMENT AND RELEASE OF LIABILITY

Please read this document carefully and in full. By finalizing your booking and paying the retreat fee, you agree to be legally bound by this agreement and release of liability. This is a binding legal contract between you, Giulia Previati and Mindy Fetzer, the leaders of the retreat, and their limited liability company, Mindy Fetzer LLC and Groundwork Club. This contract concerns the following retreat - Do It Slow Retreat / Ericeira, Portugal / October 10th to October 14th:

1. DEFINITIONS AND RULES OF CONSTRUCTION

The following definitions shall apply to this document:

- The term “Agreement” shall refer to this Agreement, in its entirety.
- The term “Retreat Physical Activity” shall refer to the retreat named above by Participant. The Retreat shall refer to the following activities: all eight limbs of Yoga, including asana, pranayama, and meditation; hiking, surfing, workshops and any and all activities taking place at the retreat.
- The term “Destination Country” shall refer to the country in which the Retreat is located, Portugal.
- The term “Participant” shall refer to the student and traveler who wishes to take part in the retreat.

f. The term “Instructor” shall refer to Mindy Fetzer and Giulia Previati, her limited liability company, Mindy Fetzer LLC, and any Retreat instructors employed or contracted by Mindy Fetzer and Giulia Previati to assist at the Retreat.

g. The term “the parties” shall refer to all three signatories of this Agreement: the Participant, Mindy Fetzer, Giulia Previati and their respective LLC’s.

The following rules of construction shall apply to this Agreement unless construction in accordance with a rule would produce a result inconsistent with the manifest intent of the document:

- Use of a singular word includes the plural, and vice versa.
- Use of a gendered word shall include all genders. This document uses the gender-neutral, singular pronouns of “they/them/their.”

j. The titles of the paragraphs in this Agreement are for reference purposes only and shall not be used in the interpretation of the provisions to which they relate.

2. EFFECTIVE DATE

This Agreement shall take effect immediately upon execution by the parties. It shall remain in effect unless amended or revoked in writing as set forth herein.

3. RESERVATION

To reserve a space at the Retreat, Participant must have reviewed this Agreement along with proof of payment in full of the chosen Reservation package. All payments under this Agreement must be made in U.S. Dollars (“USD”) by credit card or Paypal on the retreat website platform through Stripe payment funnel. The Reservation Deposit (50% of total cost of package) counts toward the total cost of the Retreat, which flat fee is set forth in Paragraph 6 below. If Participant has already paid the Reservation Deposit, or any other portion of the cost of the Retreat, they accept the terms of this Agreement, including but not limited to the policies on refunds.

4. COST OF RETREAT

a. The cost of the Retreat is
Double King/Queen with private bathroom: 2,499\$
Double King/Queen with shared bathroom: 2,299\$
Twin with shared bathroom: 1,699\$

b. The flat fee set forth above includes the following: four (4) nights of accommodation at the retreat center; transportation to and from the retreat center to the Lisbon airport; two (2) meals per day; coffee/tea and fruit/snacks all day every day; daily Yoga classes, including the use of mats and other props; daily meditation classes; a surfing lesson including all equipment; a hiking session; an art class with local artisan and materials; mindset workshops; business workshops and guided creative sessions; two (2) curated gift bags; one (1) photography session with on-site photographer for extra fee

c. The flat fee set forth above does not include the following: anything not expressly listed above; airfare and any other travel costs to reach the Destination County; costs associated with passports, visas, and customs; taxes; medical, travel, or trip cancellation insurance; medical examinations and testing required for travel; vaccinations; specialty beverages or alcohol; optional meals; tips; personal expenses (*e.g.*, dry cleaning and shopping); self-care/spa services (*e.g.*, massage); or tours/excursions not mentioned above (*e.g.*, kayaking, paddle boarding, horseback riding, zip-lining and ATV adventures).

d. For those Participants who wish to share a room (the double or triple room occupancy options), Instructor shall make her best efforts to match Participant with a roommate. However, if a roommate cannot be found, Participant shall be responsible for the cost of single occupancy, as set forth above in Paragraph 6.

5. PAYMENT

Participant must pay the applicable flat fee set forth in Paragraph 6 above in full at least 20 days prior to the start of the Retreat. If the reservation is made less than 20 days prior to the start of the Retreat, we will not be able to guarantee the room availability or selection. If payment in full is not made as required above, Instructor may and will assume Participant will not attend the Retreat and cancellation charges will apply as set forth in Paragraph 10 below. Due to the complexity of planning the Retreat, payment plans/installment agreements are not available.

6. TRAVEL TO DESTINATION COUNTRY

Instructor does not arrange for Participant's airline or other travel to the Destination Country or the city location of the Retreat. It is the responsibility of Participant to secure airline or other travel accommodations to the Destination Country and the location of the Retreat. Instructor bears no responsibility or liability for delay or cancellation of flights, trains, buses, or other forms of transportation.

7. HEALTH AND FITNESS REQUIREMENTS

a. Participant warrants that they satisfy all of the following health and fitness requirements:

- i. Participant must be in good physical and mental health to attend the Retreat;
- ii. Participant must be willing and able to demonstrate a high level of mental and emotional stability and maturity during the Retreat and participate in the Retreat as a reliable, respectful, supportive, and positive student; and
- iii. Participant must not have any criminal, caretaker, child welfare, or other similar background or history, no matter the jurisdiction or charge.

b. Participant is advised to consult with a physician to ensure that they are in adequate health to safely participate in the Retreat. Participant must disclose to Instructor any pre-existing conditions or illnesses, food allergies or sensitivities, and any prescribed medications they are taking that could interfere with Participant's ability to participate safely in the Retreat or in the Ayurveda, Yoga, Meditation or Physical Activity practices that will be done there. Participant understands that if the information they provided about their health changes, they have an ongoing duty to update Instructor before a class or any Yoga instruction.

c. **COVID-19 Precautions.** Participant shall present to Instructor a negative COVID-19 test taken no more than three (3) days before their arrival at the Retreat or proof of vaccination. Participant shall also be solely responsible for complying with all COVID-19 entry requirements of the Destination Country. Otherwise, Participant may be asked to leave the Retreat. While at the Retreat, Participant shall disclose to Instructor any known or suspected COVID-19 exposures they may learn of, and any COVID-19 diagnosis of their own (or of anyone in their household), immediately upon learning such information. In addition, during the COVID-19 global public health emergency, while at the Retreat, Instructor and Participant will observe all COVID-19 precautions required by law of the Destination Country or by policy of the retreat center, or the following, whichever are more stringent: physical distancing of six (6) feet outdoors and ten (10) feet indoors from non-household members; wearing at least a two-layer face mask over the nose and mouth when in an indoor public space or an outdoor public enclosed space; frequent hand-washing; and general cleanliness of physical spaces and surfaces. As Participant does elsewhere in this Agreement, Participant assumes the risk of

contracting COVID-19 during the Retreat and during the travel to and from the Retreat, and holds Instructor harmless for any consequences or damages of contracting COVID-19.

d. Instructor shall have the right, in their sole discretion, to accept or deny any applicant for participation in the Retreat, based on the health and fitness grounds set forth in this Paragraph. Instructor does not discriminate on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, marital or parental status, or any other category protected by law.

e. Instructor shall have the right, in their sole discretion, to ask any Participant to leave the Retreat at any time, if Participant is disruptive to the harmony of the Retreat and/or is violating any provision of this Agreement. To maintain a peaceful environment for all Participants, the following is prohibited while at the location of the Retreat: gatherings and parties in the Participants' private rooms with people from outside the Retreat group, heavy consumption of illegal substances, general disruptive or destructive behavior.

f. By providing emergency contact information during Onboarding process, Participant consents to Instructor contacting and speaking with that individual if, in the sole discretion of Instructor, there is an emergency during the Retreat regarding Participant's physical or mental health.

8. CANCELLATION BY PARTICIPANT

Due to the complexity of planning an international retreat, refunds are only available as set forth in this Paragraph:

a. If Participant wishes to cancel their participation in the Retreat, they must notify Instructor by email to retreat@groundworkclub.com. Cancellation shall take effect on the day Instructor receives the required email from Participant.

- The 50% Reservation Deposit is non-refundable.
- If proper cancellation notice is received by Instructor by September 7th

b. If proper cancellation notice is received by Instructor by September 7th, 50% of any payments made by Participant will be refunded to Participant, less the Reservation Deposit.

c. If cancellation notice is received by Instructor after September 7th, there shall be no refund.

- There shall be no refund if Participant attends the Retreat, but leaves early, for any reason.
- Deposits or any payments made by Participant are not transferable to another applicant for or participant in the Retreat, for any reason.

d. Any refunds due to Participant according to this Agreement will be made in USD by check to Participant within 30 days of receiving proper cancellation notice.

9. CANCELLATION AND CHANGES BY INSTRUCTOR

a. Instructor reserves the right to cancel the Retreat up to thirty (20) days prior to the start of the Retreat, if too few people have made reservations. In such an event, Participant will be given a full refund of any and all payments made to Instructor.

b. Instructor reserves the right to make changes to any aspect of the Retreat, or to cancel the Retreat entirely, at any time due to conditions in the Destination Country, neighboring countries, or the world, including but not limited to acts of nature such as weather or other natural disaster, pandemic, and other "acts of god," acts of war or terrorism, terrorist threat, civil unrest, riots, strikes, trade disputes, interruption of transportation, government or political actions or orders, change of law or regulation, suspension of civil rights, crime, a material change to the relevant U.S. State Department Travel Warning or Advisory (which can be found at <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>), acts or omissions of a third party, or for any other reason whatsoever outside the reasonable control of Instructor.

c. If Instructor is unable to lead the Retreat for any reason, Instructor shall make their best efforts to hire a substitute instructor with substantially similar qualifications. If a substitute instructor cannot be located after reasonable diligence,

Instructor reserves the right to cancel the Retreat. In such an event, Participant will be given a full refund of any and all payments made to Instructor.

d. In all of the above-listed events in this Paragraph, Participant hereby waives any right to claim other amounts are due to them, including but not limited to for loss of time, inconvenience, visa and passport fees, airfare and other travel expenses, insurance premiums, gear purchases, and vaccination and other medical-related costs. Participating in international travel and an international retreat is risky for everyone involved, not just Participant. **That is why Instructor requires travel and trip cancellation insurance (see immediately below); such insurance helps everyone share the potential cost of the risks of an international retreat.**

10. REQUIRED INSURANCE

Instructor requires that each and every Participant purchase individual travel and trip cancellation insurance in advance of the Retreat. In particular, due to the inherently risky nature of international travel especially during and for while after the COVID-19 global public health emergency, Instructor recommends a “Cancel For Any Reason” provision in the policy. It is Participant’s responsibility to ensure that they are adequately insured for the duration of the Retreat regarding accident, injury, illness, death, emergency evacuation and repatriation, loss of personal items, cancellation, curtailment, worldwide emergency assistance, and all other contingencies. No insurance is provided for Participant by Instructor or by the retreat center. Participant must email their certificate of coverage for said insurance to Instructor at retreat@groundworkclub.com after they pay their Reservation Fee.

11. TRAVEL DOCUMENTS, MEDICAL EXAMS, QUARANTINES, AND VACCINATIONS

It is Participant’s responsibility to learn about and obtain all required travel documents, medical examinations, and vaccinations for travel to the Destination Country. Participant shall also be solely responsible for learning about and complying with any COVID-19 testing, vaccine, quarantine, or similar entry requirements of the Destination Country and the country to which Participant will be returning. Instructor is not responsible for any delays, cancellations, or damages due to Participant’s lack of proper travel documents, medical examinations, quarantine compliance, or vaccinations, including but not limited to a valid passport, visas (entry and exit), health certificates, and other documents that may be required by the Destination Country or the country to which Participant will be returning. Instructor has not and will not provide advice regarding the immigration law of the Destination Country or the country to which Participant will be returning.

12. ASSUMPTIONS OF RISK AND RESPONSIBILITY

a. Participant acknowledges that international travel can be challenging and bears a higher level of risk and uncertainty compared to domestic travel, especially during the COVID-19 global public health emergency. The risk and uncertainty cannot be eliminated by Instructor and is part of the experience, enjoyment, and reward of an international retreat. In the Destination Country, standards of accommodation, communication, technology, transportation, access to health care, COVID-19 and other infectious disease precautions, hygiene, safety, and service may not be as high as those standards in the United States or Canada and may require flexibility and patience on the part of Participant. Understanding all of this, Participant agrees to accept responsibility for their own safety and welfare while traveling for and attending the Retreat. Participant accepts all of these risks and understands that not every risk is set forth herein. In particular, Participant accepts the risk of contracting COVID-19 during the Retreat and during the travel to and from the Retreat.

b. Participant acknowledges that they alone are responsible for their choices, actions, and results during and after the Retreat. Participant accepts full responsibility for the consequences of their use or non-use of any information provided by Instructor during the Retreat. Participant agrees to use their own judgment and due diligence before implementing any idea, suggestion, or recommendation of Instructor in their life, family, or business. Participant agrees that there can be no guarantees as to the outcome or result of using the information they receive from Instructor during the Retreat. Participant agrees and acknowledges that Ayurveda and Yoga are not substitutes for medical attention, examination, diagnosis, and treatment by a licensed physician.

13. WAIVER AND RELEASE OF LIABILITY FOR RETREAT

In consideration of Instructor inviting Participant to the Retreat and accepting their reservation for the Retreat, Participant agrees to release, forever discharge, and hold harmless Instructor and their employees, agents, teachers, independent contractors, and other representatives, and their heirs, successors, and assigns (“Released Parties”), from liability for any and all Claims (as defined immediately below) relating to or caused by Participant’s attendance at and participation in the Retreat and in any additional activities or excursions Participant may engage in during the Retreat not provided by Instructor (“Claims”), unless caused by the gross negligence or intentional wrongful act of Instructor. The term “Claims” shall include any and all liabilities, claims, demands, actions, damages, rights of action, and causes of action, of whatever kind or nature, that may now or hereafter exist or arise, arising out of personal injuries, losses suffered, and damages of any kind (including but not limited to direct, indirect, consequential, incidental, punitive, or

any other damages), including those known and unknown, developed or undeveloped, and foreseen or unforeseen, relating to or caused by Participant's participation in the Retreat. Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors, and assigns. In addition, Participant acknowledges that, in large part, operational control of the Retreat will be in the hands of the third party retreat center, and that any cause of action in regard to its shortcomings would be against the retreat center and not against Instructor. In particular, Participant acknowledges that Instructor is not responsible for the safekeeping of Participant's personal property while at the Retreat, or for ensuring Participant's safety from contracting COVID-19 during the Retreat or during the travel to and from the Retreat.

14. WAIVER AND RELEASE FOR THE PRACTICE OF PHYSICAL ACTIVITY

In further consideration of Instructor inviting Participant to the Retreat, Participant provides the following additional waiver and release of liability for the practice of Physical Activity while at the Retreat (the term "Physical Activity" is defined above in Paragraph 1):

At the Retreat, Participant may participate in Yoga classes or other physical activities taught by Instructor or Proxy. Participant agrees and acknowledges that Yoga classes or other physical activities involve physical movements and activity and can be physically and mentally challenging, and therefore bears risk of injury, illness, and even disability and/or death. Some of the Ayurvedic practices may involve Instructor offering dietary recommendations and may therefore also bear similar risks.

Participant accepts all risks of participating in Yoga classes or other physical activities and assumes full responsibility for any and all injury, illness, and/or damages caused by their participation in Yoga classes or other physical activities. During Yoga classes or other physical activities, if Participant experiences any pain or significant discomfort, they agree to listen to and honor their body, discontinue the activity, notify Instructor immediately, and seek medical attention from a licensed physician.

Participant understands and agrees that their participation in Yoga classes or other physical activities, in each class and in each pose, is voluntary, in their sole discretion, and at their own risk. Participant warrants that they understand their physical limitations and that they are sufficiently self-aware to stop or modify a pose or recommendation before they become injured or ill or aggravate a pre-existing condition.

Participant understands that Instructor is not a licensed physician, nor a medical professional of any kind, and therefore will not and cannot give them medical advice. Participant agrees that Instructor has no duty to provide them with medical advice or care (including CPR) during Yoga classes or other physical activities. Participant also understands that nothing said by Instructor should be construed as medical advice.

Participant understands that during the Retreat, Instructor may touch them and may give them physical assistance from time to time, and that before each class, it is their responsibility to let Instructor know if they do not want to be touched or assisted.

This waiver and release shall apply to all classes, lessons, workshops, and recommendations Participant takes from Instructor, and all instruction Participant receives from Instructor, no matter where performed or given, and no matter what Yoga classes or other physical activities are being taught/taken part in.

Participant therefore agrees to release, forever discharge, and hold harmless Instructor and their employees, agents, teachers, independent contractors, and other representatives, and their heirs, successors, and assigns ("Released Parties"), from liability for any and all Claims (as defined immediately below) relating to or caused by Participant's participation in Yoga classes or other physical activities ("Claims"), unless caused by the gross negligence or intentional wrongful act of Instructor. The term "Claims" shall include any and all liabilities, claims, demands, actions, damages, rights of action, and causes of action, of whatever kind or nature, that may now or hereafter exist or arise, arising out of personal injuries, losses suffered, and damages of any kind (including but not limited to direct, indirect, consequential, incidental, punitive, or any other damages), including those known and unknown, developed or undeveloped, and foreseen or unforeseen, relating to or caused by Participant's participation in Yoga classes or other physical activities. Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors, and assigns.

15. ALTERNATIVE DISPUTE RESOLUTION

Any disputes between the parties relating to the Retreat or this Agreement shall be submitted first to private mediation in California with a private California mediator upon whom the parties agree. If the parties cannot agree upon a mediator, each party will select a mediator and together those mediators will select the mediator to be used. The parties shall share the costs of mediation equally. The parties shall cooperate with the mediator and participate in good faith in the mediation. The parties agree to submit this Agreement to the mediator for their review. If a party is residing outside

California at the time of the dispute, they may appear by video conference at the mediation. If mediation is not successful in the opinion of the mediator and the parties cannot reach a resolution themselves, disputes may be submitted to a court as set forth herein.

16. MODIFICATION OF AGREEMENT

Any future modification, amendment, waiver, or revocation of any provision of this Agreement shall be effective only if it is made in writing and is executed by the parties with the same formality as this Agreement. Any such modification, amendment, waiver, or revocation shall specifically provide what provision of the Agreement it intends to modify, amend, waive, or revoke. No oral modifications, amendments, waivers, or revocations shall be effective. Failure of a party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of subsequent defaults of the same or similar nature or of the other obligations contained in this Agreement.

17. SEVERABILITY

If any provisions of this Agreement are deemed invalid or unenforceable, such provisions shall be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement. Consistent with the provisions of this Paragraph, if any provisions are deemed invalid due to their scope or breadth, such provisions shall be deemed valid to the full extent of the applicable law.

18. INTEGRATION

This Agreement sets forth the entire agreement of the parties regarding the Retreat. All agreements, covenants, representations, and warranties, express or implied, oral or written, of the parties are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made between the parties regarding the Retreat. All prior, contemporaneous, and future conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties regarding the Retreat are waived, merged herein, or superseded hereby. This is an integrated agreement. If any provision of this Agreement conflicts with language about the Retreat on any website (including the Instructor's website) or information provided by an airline, travel agency, hotel or resort, or anyone else, this Agreement shall govern.

19. JURISDICTION, VENUE, AND CONTROLLING LAW

The substantive law of the State of California (and not its law of conflicts) shall govern all questions as to this Agreement's validity and enforceability and the construction of its provisions, as well as all disputes arising out of this Agreement, unless the parties otherwise agree. The parties do not intend to make this Agreement enforceable in California alone. They intend for this Agreement to be valid and enforceable in any jurisdiction that finds it has jurisdiction over the parties regarding the Retreat, within or without California and the United States. Jurisdiction for disputes arising out of this Agreement shall be in the California Circuit Court, unless the parties otherwise agree.

20. SIGNATURES AND COPIES OF THIS AGREEMENT

This Agreement may be executed in counterpart, each of which shall be an original, all of which shall constitute the same instrument. A photocopy or electronic copy of this Agreement, including signatures, shall have the same force and effect as the original.

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BY BOOKING AND PAYING IN FULL, I HEREBY AGREE THAT:

I have read this document in full.

I understand its contents.

I am acting voluntarily and knowledgeably.

I understand that I am giving up significant legal rights, including the right to sue.

I believe this document to be fair.

I have had a reasonable amount of time to ask questions about this Agreement and to have an attorney review it if I so choose.

PREPARED BY:

Giulia Previati and Mindy Fetzner, Retreat Hosts on August 8th, 2022.