



## **Journey Forward: Career Exploration & Discovery Retreat**

### **Retreat Agreement**

#### **Retreat Agreement – Journey Forward Retreat 2024**

This Retreat Agreement, hereinafter referred to as “Agreement,” is made between the retreat organizer (“Organizer”), specifically as follows: **Uneath Coaching and Consulting** a limited liability company, organized under the laws of the state of Minnesota, having its principal place of business at the following address:

Minneapolis, MN 55401

- **Website:** <https://uneathcoachingandconsulting.com/> (the “Website”)
- **Email:** [hello@uneathcoachingandconsulting.com](mailto:hello@uneathcoachingandconsulting.com) (the “Business Email”)
- **Telephone:** 763-350-4467

and you, as a user of the Website and guest of the retreat (“Guest”).

Your attendance at the Retreat, as defined below, is subject to each of the terms and conditions contained within this Agreement, all parts and sub-parts of which are specifically incorporated by reference here. By clicking “Purchase,” “Confirm,” or undertaking any other affirmative action manifesting your intent to attend the Retreat, including providing the Organizer with credit card or billing information to be charged for attendance at the Retreat, you acknowledge and agree that you are entering into a legally binding agreement with the Organizer. You agree to be bound and abide by this agreement and any amendments thereto.

Organizer and Guests may be referred to individually as “Party” and collectively as the “Parties.”

#### **Article 1 – RETREAT TERMS:**

The details of the Retreat are as follows:

- **Name of Retreat:** Journey Forward Retreat



- **Type of Retreat:** A career transition retreat to support participants in the exploration and discovery of what's next in their career. Through one-on-one and group coaching, workshops, and activities such as meditation, yoga, hiking, and forest bathing, this retreat will unearth new possibilities and pathways.
- **Accommodation Type:** *Private Queen Accommodation in Treehaus at Wild Rice Retreat*
- **Retreat Start Date:** *09/05/2024*
- **Retreat End Date:** *09/08/2024*
- **Location:** *Wild Rice Retreat, 84860 Old San Rd, Bayfield, WI 54814*
- **Total Standard Fees ("Total Fees"):** \$1899 (single payment) or \$1999 (3x \$667 monthly payments). A 10% early registration fee was provided to waitlist subscribers in the form of a discount code. This amount includes a non-refundable deposit of \$700.

Additional details regarding the Retreat, such as included meals and amenities, transportation, etc., if applicable, are included on a page shown prior to full purchase (<https://uneathcoachingandconsulting.com/fall-2024-retreat/>). Additional pre-retreat communications to provide insight on the experience and logistics will be provided to Guest using the email provided at the time of registration after purchase.

## **Article 2 – CONFIRMATION:**

At the time that payment is completed, Guest's registration for the retreat is confirmed. A receipt of payment will be automatically emailed to the Guest shortly after the transaction is completed. In addition, confirmation of retreat registration will be sent via email from Business Email within 48 hours. If Guest does not receive a confirmation email within five (5) days of completing the payment, please contact Organizer.

Organizer may request additional information, such as identification and travel information and/or additional forms and questionnaires. You hereby consent to receive all such correspondence related to the Retreat, including the itinerary.

Please be advised the itinerary is subject to change and may be modified by Organizer at any time. You hereby acknowledge and agree that Organizer has a right to do so for any reason, including, but not limited to weather, third-party vendors or providers, and any local circumstances which Organizer deems unfit for travel.



### **Article 3 – PAYMENT:**

The Total Fees must be paid in full by 11:59pm CST on July 31<sup>st</sup>, 2024. Payments and registrations received after that time will require full payment within 3 days of booking.

If the Total Fees are not received by Organizer by the date listed above, your retreat registration may be canceled without prior notice to you.

### **Article 5 – CANCELLATIONS:**

Organizer understands that unknown circumstances may arise for registered Guests that impact their ability to participate in the Retreat. However, due to Organizer's contractual obligation to the retreat location, the following cancellation schedule applies:

- Cancellations made more than 60 days before the retreat start date will receive a refund of the Total Fees paid to date, minus the \$700 non-refundable deposit.
- Cancellations made 60 days or less before the retreat start date are non-refundable.

If Guests wish to cancel, written notice of such cancellation must be sent to Organizer via email.

As noted above, Organizer reserves the right to cancel if Total Fees are not received by 11:59pm on July 31, 2024. If such a cancellation occurs, the payment received to date is non-refundable.

Organizer may cancel the Retreat for any reason, unrelated to an individual Guest, in the Organizer's sole and exclusive discretion. If Organizer cancels for any commercial reason, all Guests are entitled to receive back any and all monies paid to the Organizer. However, Organizer shall not be responsible for any additional fees paid by Guest to any third parties, such as travel companies, airfare, etc.

### **Article 6 – CONFIDENTIALITY:**

The coaching relationship established between the Parties through this retreat, as well as all information (documented or verbal) that the Guest shares with the Organizer as part of this retreat, is bound to confidentiality by the International Coach Federation (ICF) Code of Ethics but is not considered a legally confidential relationship (as in Medicine or Law). The Organizer, as a coach, agrees not to disclose any information pertaining to the Guest without the Guest's written consent. Confidential information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information or (e) that the Coach is required by law to disclose.



## **Article 7 – MEDIA RELEASE:**

You acknowledge and agree that during the Retreat, you may be subject to photographs, video, sound recordings, or other media captures of your face, voice, or likeness. In consideration for your participation in the Retreat, you hereby and irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or re-release of the Released Media, as defined below, by the Organizer, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to as the “Release Receiver”) for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented.

The Released Media will include, but is not limited to, all photographs, videos, sound recordings, paintings, sculptures, and all other media currently known or hereinafter developed, captured of you or your likeness during the Retreat by the Release Receiver.

You hereby release the Release Receiver from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and forego any opportunity, whether past or present, to copyright or trademark the Released Media.

You give consent to the use of this Released Media while knowing and understanding that your face, voice, likeness and other identifying factors may be revealed to the general public. However, the Release Receiver may not make known to any party in any medium a Guest’s known or previously known location, email or physical address, or any other contact details, such as phone number.

## **Article 8 – VOLUNTARY PHYSICAL PARTICIPATION:**

You hereby acknowledge and agree that you will voluntarily be participating in certain physical activities (“Physical Activities”) on the Retreat. The Physical Activities may include, but are not limited to walking, hiking, yoga, fitness activities, or other types of strenuous physical activities.

You understand and are aware that your participation in the Physical Activities involves risks. These risks may lead to tangible or intangible harm, and you agree that they may result not only from your own actions but also from the actions of others. With the knowledge and understanding of these risks, you choose, of your own will and volition, to participate in the Physical Activities.



You also acknowledge and agree that there are risks that you may not have considered, yet you waive your right to any claims that may occur from these unconsidered risks and choose, of your own will and volition, to participate in the Physical Activities.

You acknowledge and agree that by attending the Retreat you consent to waive certain legal rights, including the right to sue the Organizer, and, if applicable, its owners, employees, agents, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to you during your participation in any of the Physical Activities undertaken while under their instruction or thereafter.

### **Article 9 – HEALTH ELIGIBILITY:**

Your participation in the Retreat indicates your acknowledgment and agreement with, as well as your warranty of, the following statements:

- (a) It is my responsibility to consult a physician before participating in this or any Retreat to ensure my eligibility for strenuous Physical Activity and I affirm that I have no medical conditions that would restrict me from participating in any of the Physical Activities.
- (b) I agree to hold the Organizer, and if applicable, its employees, owners, agents, trainers, and representatives, harmless from any physical damage or injuries, whether tangible or intangible, that may happen to me while participating in the Retreat.
- (c) I agree that if I do experience medical issues, I will contact my doctor immediately.
- (d) I agree and verify that all of the information that I have given the Organizer and its representatives is accurate, up-to-date, and without the omission of any known medical issues.
- (e) I agree and verify that if I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Organizer harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.
- (f) I agree to keep the Organizer apprised of any changes or upcoming changes concerning my physical health and personal information.
- (g) I understand and agree that it is my responsibility to let the Organizer know if I find myself in any pain or discomfort before, after, or during the Retreat.
- (h) If I do require medical treatment or attention while or after participating in the Retreat, I agree that the medical costs are mine and mine alone and hold the Organizer blameless from any charges, fees, or costs that my conditions may incur.



(i) I specifically acknowledge and agree that these clauses are not intended to be a general release, which would be limited under some state and local laws.

### **Article 10 – GENERAL ASSUMPTION OF RISK:**

You agree and understand that your participation in the Retreat may involve risks. These risks may lead to tangible or intangible harm, as discussed above. Additional risks, such as those risks involved in being in another country, a country where medical services are not available, or a country with an unsteady political, cultural, or geographical climate, may also be present.

It is your responsibility to familiarize yourself with all possible risks involved in participation in the Retreat. You agree that Organizer is not liable, to the fullest extent permissible by law, for any harm that may come to you due to your participation in the Retreat.

You acknowledge that your decision to attend the Retreat is made with full knowledge of all information described in this Agreement and that you are attending of your own will and volition. You agree to be the sole party responsible for assumption of all risk involved in connection with the retreat.

### **Article 11 – USE:**

Guest agrees not to use the Website or Retreat for any unlawful purpose or any purpose prohibited under this clause. Guest agrees not to undertake any action which may damage the Organizer in any way. Guest further agrees not to use the Website or Retreat:

- (a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- (b) To violate any intellectual property rights of the Organizer or any third party;
- (c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- (d) To perpetrate any fraud;
- (e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- (f) To publish or distribute any obscene or defamatory material;
- (g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- (h) To unlawfully gather information about others.

### **Article 12 – RELEASE OF LIABILITY:**



Guest hereby releases Organizer, as well as any of Organizer’s affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Guest’s dispute with any other Guest.

**Article 13 – TERMINATION:**

This Retreat Agreement shall continue until canceled as specified above by either Party or until the Guest attends and completes the Retreat. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

**Article 14 – INTELLECTUAL PROPERTY:**

Guest acknowledges and agrees that the Organizer’s name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organizer or its affiliates, licensors, or suppliers.

Guest acknowledges and agrees that the source and object code of the Website and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organizer and its affiliates, licensors, and suppliers.

Guest expressly agrees not to do anything inconsistent with Organizer’s ownership of all of the intellectual property discussed herein. Guest further agrees that there are no rights, title, or interest in or to any of the Organizer’s Intellectual property. In addition, Guest is not conveyed any right or license by implication or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organizer or any third party.

**Article 15 – RESTRICTIONS:**

Guest is prohibited from selling or reselling Guest’s space in the Retreat, unless Guest has specifically executed a written agreement with Organizer that expressly allows for such activity.

**Article 16 – INDEMNIFICATION:**

Guest agrees to defend and indemnify Organizer and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney’s fees, which may arise from or relate to Guest’s use or misuse of the Website, Guest’s attendance at the Retreat, Guest’s breach of this Agreement, or Guest’s conduct or actions. Guest agrees that Organizer shall be able to select its own legal counsel and may participate in its own defense, if so desired.



**Article 17 – REPRESENTATION:**

Guest agrees that they are over 18 (eighteen) years old and may legally consent to and enter this Agreement.

**Article 18 – SEVERABILITY:**

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

**Article 19 – DISPUTE RESOLUTION:**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Minnesota. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organizer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

**Article 20 – GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the internal laws of Minnesota without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts in the following county: Hennepin County.