**TRANQUIL SOUL YOGA & WELLNESS STUDIO, LLC**

**RETREAT TERMS AND CONDITIONS**

**RETREAT TO GRAND GENEVA RESORT & SPA | OCTOBER 8-11, 2021**

PLEASE READ CAREFULLY – BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER’S ORDINARY NEGLIGENCE THAT ARE A RESULT OF THE PROVIDER’S FAILURE TO EXERCISE REASONABLE CARE.

In consideration of my participation in Tranquil Soul Yoga & Wellness Studio LLC (Collectively referred to as Tranquil Soul) and associated events, activities, and excursions (collectively referred to as “Retreat”) and the services of Tranquil Soul, its agents, owners, officers, volunteers, participants, employees, independent contractors, instructors, sponsors, and all other persons or entities acting in any capacity on its behalf, as well as its successor and assigns, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as “Participant”), hereby agree to release and discharge Tranquil Soul as follows:

(a)“Activities” shall include walking, hiking, yoga, core strength exercises, swimming, running, dynamic and joint mobility exercises, meditation, stretches, training, instruction, spa services, excursions and events, transportation in released (defined below in this paragraph) or other vehicles, traveling to and from a Retreat and all other activities associated with the Retreat. “Risks” shall include, without limitation, vehicular traffic, road and trail conditions, health conditions, weather, equipment failure, driver error, participant error, food provided, facilities, actions of other people, and the actions, negligence and carelessness of the Released, as defined below. “Released” shall include the Retreat organizers, booking agents, hosts, website hosting partners, retreat hosts, leaders, volunteers, officers, directors, employees, contractors and agents, the owners or operators of any Retreat facilities or equipment provided, the sponsors and partners of the Retreat.

1. Waiver of Liability and Release.

Participant does hereby release and forever discharge Tranquil Soul from any and all liability, claims, and causes in action, which arise or may hereafter arise or are in any way connected to Participant’s involvement in a Retreat. Participant understands that this Agreement discharges Tranquil Soul from any liability or claim that the Participant may have against Tranquil Soul with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant’s involvement in a Retreat, whether caused by the negligence of Tranquil Soul, or otherwise. Participant also understands that Tranquil Soul does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Participant understands and acknowledges that the Activities in which Participant will voluntarily engage in at a Retreat bear certain known inherent Risks that contribute to the unique character of these Activities, and that Tranquil Soul cannot eliminate, alter, or control these inherent risks. These Risks include those inherent in fitness activities, travel, and including but not limited to other defined activities.

2. Indemnification and Hold Harmless.

Participant hereby agrees to indemnify and hold harmless Tranquil Soul from any liability, claims, and causes in action, which are in any way connected to Participant’s involvement in a Retreat, or use of Tranquil Soul facilities or equipment, including any such claims which allege negligent acts or omissions of Tranquil Soul.

3. Medical Care.

Participant does hereby release and forever discharge Tranquil Soul from any liability, claims, and causes in action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant’s involvement in a Retreat.

4. Certification, Acknowledgements, Assumption of Risk, Health and Safety.

Participant hereby certifies that there are no health related reasons or problems that preclude or restrict participation in the Retreat, that I am physically fit, able to walk on unstable surfaces, such as trails, paths, grass and roads, and have not been advised otherwise by a qualified medical person. I hereby assume all risks of participation in the Activities and the Retreat, including without limitation all Risks, whether such risks are caused (a) by the negligence or carelessness of the retreat or excursion leaders or drivers, (b) the negligence or carelessness of myself or (c) from dangerous or defective equipment or property owned or provided in any way by the Released. I acknowledge that the Retreat is, or may be an extreme test of my physical and mental limits and carries with it the potential for serious injury, property loss and even death. Participant must determine if he or she is sufficiently fit to participate. Participant hereby expressly and specifically assumes the risk of injury or harm in the Participant’s involvement in the Retreat, including, but not limited to all Risks. Participant agrees that his/her involvement in the Retreat is purely voluntary, and Participant elects to participate in the Retreat in spite of the Risks.

5. Interpretation and Governing Law.

This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under Illinois law. If any portion of this document shall be held as invalid it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of the State of Illinois. Venue for any legal action shall be in the state or federal courts of The City of Chicago or the State of Illinois as applicable.

6. Personal Property.

Participant acknowledges and agrees that he/she is responsible for equipment and all personal property during the Retreat and that the Released are not responsible in any way for such property whether it is lost, stolen or damaged.

7. Words and Images.

Participant understands that during a Retreat he/she may be photographed, videotaped and or words may be recorded and authorizes and allows Tranquil Soul and its partners to use such images, words and likenesses for marketing, on websites, social media, in brochures or other writings and any other legitimate purpose. Participant furthers waives any and all rights to review or approve any uses of the images, any written copy or finished product. Participant does hereby grant and convey unto Tranquil Soul all right, title and interest in any and all photographic images, video or audio recordings made during the Retreat, including but not limited to royalties, proceeds, or other benefits derived.

8. Applicable Law, Forum and Attorney’s Fees.

Participant agrees that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by law. Participant agrees that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

9. Travel Arrangements
Participant understands that all travel arrangements and associated costs are included in the cost of the Retreat, however Tranquil Soul will not be held liable for any consequences arising from delays or cancellations in any of the companies we have made arrangements with, or for any irregularities in documentation required for travel.

10.  Travel and Medical Insurance:

We strongly encourage Participants to ensure they are covered by medical insurance should any medical issues arise.  Your safety is ultimately your own responsibility. All risks associated with not being covered by appropriate insurance are assumed by the Participant.

11.  Payment

A $500 non-refundable Booking Deposit is required to hold reservation. Remaining Balance due in full on or before September 30, 2021. Payments accepted by Cash, Check or Credit Card. Please note if paying by credit card, an additional 3% service fee will be collected to process payment.

**Early Bird Savings Rate thru August 13, 2021:**

**Roommate Double Room $1,460 per person**

**Private King Individual $2,175 per person**

**Regular Retreat Rate If Rooms still available:**

**Roommate Double Room $1,660 per person**

**Private King Individual $2,375 per person**

12.  Retreat Cancellation by Tranquil Soul

(a) In the unlikely event the retreat is cancelled by Tranquil Soul for any reason, registrants will be reimbursed 100% . We are not liable for any travel related expenses you may incur as a result. (b) We do not accept any liability for cancellations, delays or changes 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 our control.

13.  Bookings & Cancellations

Bookings are for the stated period of the retreat. There are no refunds for any unused portion of the retreat.

14. Amendments
Occasionally, changes may have to be made (e.g., instructors, class times, class types, excursions, or other arrangements), which we reserve the right to do at any time. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure.

15. Injuries or Health Conditions

Tranquil Soul or retreat hosts are not liable for any injuries you may incur. Fitness classes, excursions, and other events are undertaken at your own risk. We are not liable for any medical or psychiatric conditions, which may develop during or subsequent to the retreat. We are not liable for loss of, or damage to, your personal property.

16. Complaints
If you have a problem during your retreat, please inform the organizer immediately and he/she will endeavor to put things right. Please note that we cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

17. Retreat Description

AUTUMN GRAND YOGA RETREAT INCLUDES:

~ Upscale Resort Lake View Upgrade Rooms in Main Lodge

~ Luxury ground transportation to & from Resort (including gratuities)

~ Decadent Resort Dining: (3) Breakfasts & (3) Dinners

~ Daily Outdoor Yoga, Meditation, Dharma Chats, Sound & Energy Healing

~ Sip & Paint Group Event *(Take your masterpiece home with you!)*

~ Trolley Tour Downtown Shops & Lunch Group Event

~ Nature Walks and Hiking

~ Spa Wellness Steam, Sauna, & Jacuzzi Rooms

~ Indoor Pool Relaxation & Indoor Lap Pool

~ Fitness Center & Open Gym

~ Complimentary WiFi, In-Room Coffee, Daily Service

~ Daily Resort Fee, Taxes, and Gratuities included

~ Safe Group Travel with like-minded women

Specifically, but not limited to, the following are additional expenses paid by the participant: optional personal excursions: golf, tennis, rock climbing, all personal spa treatments, optional “Join Kim” excursions: horseback trail, scooter tour, alcoholic beverages, any food or drink costs outside of the resort meal plan, off-resort personal taxi or car-rental transportation, personal shopping, laundry service.

* I understand and agree to all of the above terms and condition. I have read and understand the description of the retreat on the Tranquil Soul website and I understand what is included in the retreat cost.  I understand payment is due in full on or before September 30, 2021.

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Retreat Guest Signature Date

\_\_\_Check \_\_\_Cash

\_\_\_Credit Card + 3% service fee (remaining balance with auto debit on 9/30/21)

\_\_\_$ 500.00 Non - Refundable Deposit

\_\_\_$1460.00 Early Bird Roommate Double Room Shared / Per Person

\_\_\_$1660.00 Regular Rate Double Room Shared / Per Person

\_\_\_$2175.00 Early Bird Private King Single Room / Individual

\_\_\_$2375.00 Regular Rate Private King Single Room / Individual

\*\*\*Room Mate Request: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_