

## 1. DEFINITIONS AND RULES OF CONSTRUCTION

The following definitions shall apply to this document:

- a. The term "Agreement" shall refer to this Agreement, in its entirety.
- b. The term "Reiki" shall refer to the following activities: Reiki energy scanning and circles; and general energy, hypnotherapy, MER techniques, spiritual practices, wellness and mindfulness instruction.
- c. The term "Retreat" shall refer to the R<sup>4</sup>Luxe Retreat<sup>®</sup> named above by Participant. The Retreat will include a variety of activities involving speaker presentations, Reiki, empowerment exercises, reflection exercises and meditation.
- d. The term "Destination Country" shall refer to the country in which the Retreat is located.
- e. The term "Participant" shall refer to Retreat Registrant and/or Participant.
- f. The term "Instructor" shall refer to Healing Purpose LLC and any speakers and activity facilitators employed or contracted by Healing Purpose LLC to assist at the Retreat.
- g. The term "the parties" shall refer to the two signatories of this Agreement: The Participant and Healing Purpose, LLC.
- h. 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:
- i. Use of a singular word includes the plural, and vice versa.
- j. Use of a gendered word shall include all genders. This document uses the gender-neutral, singular pronouns of "they/ them/ their."
- k. 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 Participant registration and payment completion. It shall remain in effect unless amended or revoked in writing as set forth herein.

## 3. 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 in Paragraph 2 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 Reiki, Hypnosis, or Meditation 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 an activity or any instruction.
- c. COVID-19 Precautions. Participant shall be solely responsible for complying with all COVID-19 entry requirements of the Destination Country and Retreat location. 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 location, 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 handwashing; 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 and the Retreat Host 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: the possession or consumption of alcohol in the Participants' private rooms; and gatherings and parties in the Participants' private rooms.
- f. By providing emergency contact information in Paragraph 1 above, 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.

## 4. Refund Policy

Due to the complexity of planning a retreat, all fees are non-refundable. Payments made by Participant are transferable to another for participant in the Retreat.

## 5. CANCELLATION AND CHANGES BY INSTRUCTOR

- a. Instructor reserves the right to cancel the Retreat up to thirty (30) 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/internationaltravel/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. This is a force majeure provision. In such an event, if the changes or cancellation occur more than 90 days from the start of the Retreat (and Participant does not wish to accept the changes), 100% of any payments made by Participant will be refunded to Participant, less the Reservation Deposit; if the changes or cancellation occur between 61 and 90 days prior to the start of the Retreat (and Participant does not wish to accept the changes), 50% of any payments made by Participant will be refunded to Participant, less the Reservation Deposit; or if the changes or cancellation occur 60 days or less prior to the start of the Retreat (and Participant does not wish to accept the changes), refunds may be given in the discretion of Instructor or Instructor may agree to apply all or part of any payments made to a future retreat with 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 Paragraph 12); such insurance helps everyone share the potential cost of the risks of an international retreat.

#### 6. TRAVEL AND RESORT ACCOMODATIONS

a. It is the responsibility of Participant to secure airline or other travel transportations accommodations to the Destination Country and the location of the Retreat. The Instructor does not bear responsibility nor liability for resort accommodation and/or travel delays or cancellation of flights, trains, buses, or other forms of transportation.

#### 7. TRAVEL INSURANCE

Instructor strongly suggests 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 domestic and international travel especially during and for while after the COVID-19 global public health emergency, Instructor and Retreat Host strongly 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 location.

Retreat Host will provide a quote to Participant for travel insurance prior to Reservation Deposit. The Participant has the right to modify coverage quoted as well as decline the insurance plan offered. If the Participant obtains travel insurance from a different source or choose to apply travel coverage offered by credit card company, membership club or other provider, the Participant must email the certificate of coverage for said insurance to Instructor at [ktheus@healingpurpose.org](mailto:ktheus@healingpurpose.org) at the same time as they pay their Reservation Deposit; Participant’s spot in the Retreat shall not be saved until Instructor receives this certificate of coverage.

#### 8. 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.

#### 9. 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.

#### 10. 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, Retreat Hosts, 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 location, and that any cause of action in regard to its shortcomings would be against the retreat location 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.

#### 11. WAIVER AND RELEASE FOR THE PRACTICE OF REIKI

In further consideration of Instructor inviting Participant to the Retreat, Participant provides the following additional waiver and release of liability for the practice of Reiki while at the Retreat (the term "Reiki" is defined above in Paragraph 3):

At the Retreat, Participant may participate in meditation and/or fitness activities led by Instructor. Participant agrees and acknowledges that Reiki, meditations, and chakra clearing dance involves physical movements and activity and can be physically and mentally challenging, and therefore bears risk of injury, illness, and even disability and/or death.

Participant accepts all risks of participating in Reiki and assumes full responsibility for any and all injury, illness, and/or damages caused by their participation in Reiki. During Reiki, 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 Reiki, in each activity, 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 position 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 Reiki, meditation or dance 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 activity, 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 style or branch of Reiki practice is utilized.

Participant therefore agrees to release, forever discharge, and hold harmless Instructor and their employees, Retreat Hosts, 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 Reiki, meditation, or dance 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 Reiki, meditation, or dance activities. Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors, and assigns.

#### 12. SECURITY. Participant is responsible for the Participant's equipment and personal property.

13. PHOTOGRAPHY / VIDEOGRAPHY RELEASE. Participant agrees that Healing Purpose shall have the right to use photographs, videotapes, or images of the Participant and/or audio recordings of the Retreat which are made by Healing Purpose, through its employees or agents solely for Healing Purpose's use including, but not limited to, placing the materials on Healing Purpose's Internet website or in any publication produced or sponsored by Healing Purpose. By registering and participating, the Participant gives to Healing Purpose an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs, videotapes, images, or audio recordings from the Retreat consistent with this Agreement. The Participant forever releases, discharges, indemnifies and defends Healing Purpose from and against any and all claims and demands arising out of, or in connection with, the use of my image or recording, including but not limited to, any claims for infringement of privacy, defamation, appropriation of personality, or copyright infringement.

#### 14. ALTERNATIVE DISPUTE RESOLUTION

Any disputes between the parties relating to the Retreat or this Agreement shall be submitted first to private mediation in Texas with a private Texas 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 Texas 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.

**15. 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.

**16. 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.

**17. 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.

**18. JURISDICTION, VENUE, AND CONTROLLING LAW**

The substantive law of the State of Texas (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 Texas 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 Texas and the United States. Jurisdiction for disputes arising out of this Agreement shall be in the Texas Circuit Court, with venue in Harris County, unless the parties otherwise agree.



Healing Purpose

AS WITHIN, SO WITHOUT.