



## UNLEASH YOUR MAGIC DANCE REATREAT: LIABILITY WAIVER

I, \_\_\_\_\_ [Participant's Full Name] hereby acknowledge and agree to the following terms and conditions as a condition of my participation in the Unleash Your Magic Dance Retreat (hereinafter referred to as the "Retreat"), led by retreat host Abigail Fritz (hereinafter referred to as the "Host").

1. **Assumption of Risk:** I understand and acknowledge that participating in dance and physical activities involves certain inherent risks, including but not limited to, physical injury, emotional distress, and property damage. I voluntarily assume all risks associated with my participation in the Retreat.
2. **Release of Liability:** I release and discharge the Retreat, Host Abigail Fritz, and any of their affiliated businesses, the retreat instructors, staff, volunteers, and all other participants from all liability, claims, demands, actions, or causes of action, whether at law or in equity, arising out of or related to my participation in this Retreat.
3. **Health and Medical Condition:** I certify that I am in good health and have no physical or medical conditions that could be aggravated by my participation in the Retreat. I also acknowledge that it is my responsibility to inform the organizers of any medical conditions or limitations that may affect my ability to participate safely.
4. **Medical Treatment:** In the event of an injury or medical emergency, I authorize the Host and its representatives to seek medical treatment on my behalf, and I assume full responsibility for any costs or expenses related to such treatment.
5. I certify that I am NOT pregnant, and that if I am considering getting pregnant in the time leading up to the retreat, that I have consulted with my doctor or health care practitioner to know all potential health concerns for international travel to a tropical country where the Zika virus may be prevalent.
6. **Image & Likeness Release:** I understand that the Host and their staff or volunteers may be documenting aspects of the Retreat for future promotion purposes. I grant the Host and Retreat the irrevocable right to use my image and likeness in photographs, video

recordings, and other media for promotional and marketing purposes related to the Retreat and/or the Hosts business related content.

7. Code of Conduct: I agree to follow all rules, guidelines, and codes of conduct established by Host and the retreat site Playa Viva, during the Retreat.
8. Person Property: I am solely responsible for my personal property, and I release the Retreat and retreat Host and their affiliated business from any liability for loss, theft, or damage to my personal belongings during the Retreat.
9. Insurance: I understand that Host and Retreat does not carry or provide health, medical, or disability coverage for any participant. Each participant is expected and encouraged to obtain their own travel insurance, as well as medical or health insurance coverage. Each participant should check with their own health insurance provider about coverage while traveling.
10. Retreat Payment & Deposit: Payment can be made by credit card or ACH deposit. **All payments are non-refundable, no exceptions.** Installment payments are permitted in two installments, and each installment must be paid by their due date as listed in the retreat website. If full payment / remaining balance is not received by the deadline, we reserve the right to cancel your reservation and fill your spot, with no refunds. We will make every effort to avoid such a situation by contacting you prior to the balance due date.
11. Cancellation Policy: To secure the retreat venue and programming, the Retreat and Host are required to enter binding contracts with third-parties that do not allow for refund or cancellation, except for very limited instances where “acts of god” render the entire event impossible. While your satisfaction with our guest services is important to us, because of the extensive time, effort, preparation, and care that goes into creating and providing our retreat program, we have a no refund policy. **All sales are final and non-refundable**, as we must enforce a strict cancellation policy to fulfill our contracts with these third-party vendors. However, should you need to cancel and are able to secure a new guest participant to fill your spot, then we can discuss transferring your reservation value to that new guest. **Note:** You cannot transfer your registration to an existing participant who has already been registered and submitted their deposit in our system. A transfer may only be valid for a new guest registration. In any case, should you need to cancel, please notify the Host immediately at [travel@heartdancerexperience.com](mailto:travel@heartdancerexperience.com).
12. Roommate Assignments: Retreat rates are per person. Double or otherwise advertised shared rooms require shared occupancy for the specified room rate. If you book a shared room without specified roommates, we will do our very best to match you with your desired room type and price point. In the event we cannot find you a roommate for your first pick, we will present you with different rooming options. This means that if there is no roommate option available, you will have to pay according to the filled occupancy of

that room. This includes if you become a single occupant you will pay for a single room rate, not a shared rate.

13. Immersion in Nature & “Natural Guests”: Our retreat host site, Playa Viva, is a hospitality experience that is “immersed in the luxury nature” which means that a guest on their property, I may experience a wide variety of “natural guests” in my room and on the property including bats, scorpions, snakes, badgers, frogs, ants, and other animals, insects, mammals, rodents, and pests. I understand that Playa Viva is not a hermetically sealed experience. Playa Viva will make best efforts to eliminate or reduce such natural guests in the most sustainable and ethical manner possible. Natural guests may persist and this alone is not a reason to exit the room. If I am not comfortable being in such hospitality experience that is immersed in nature, then I understand that this Retreat at Playa Viva may not be the right fit for me. By joining this Retreat, I am aware and understand that such “natural guests” may be a part of the experience. I understand that Playa Viva does not guarantee that any room will be free of such potential “natural guests.”

14. Governing Law: This agreement shall be governed by and construed in accordance with the laws of [Your Jurisdiction].

By signing below, I acknowledge that I have read, understood, and agree to be bound by this Liability Waiver.

Participant’s Full Name: \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

