

# RETREAT WAIVER



**Type of Retreat:** Art Retreat: Drawing/Sketching/Graphic Recording

**Retreat Activities:** Art classes and workshops, walking, gallery visit, field trip to state park, nature journaling, urban sketching, visiting restaurants/eating, group activities, other not specified.

**Host Name:** Emily Mills / Sketch Academy (Flavor Graphics, LLC)

**Business Address:** 1536 SE Skylark Dr. Bend, OR 97702

**Business Contact:** 1-719-439-9527 | emily@sketchacademy.com

## TERMS OF SERVICE

It is your responsibility to fully understand the terms and conditions for the retreat. Please read carefully what is and is not included in your retreat package and view all encompassing on the website. Should you have questions regarding the terms and conditions, we are available for consultation and would be happy to clarify any areas in advance of signing a contract with us.

## PAYMENT TERMS & CANCELLATIONS

### 1. RETREAT PRICING

All prices listed on the website and invoices are per person and are set well in advance of the retreat start date. Prices include retreat costs only; they do not include travel costs to and from the retreat (e.g. flight, rental car). Prices that specify "ticket only" mean you are responsible for securing your own lodging and accept responsibility getting to and from any pick-up or drop-off areas on your own. Payments are non-refundable but are transferable. In the event the retreat cannot go on due to circumstances beyond The Host's control, The Host will postpone or reschedule for a later date. If you cannot make the new date, your deposit will be fully refunded.

### 2. RETREAT PAYMENT & DEPOSIT

Payment can be made by credit card or PayPal via the website. The deposit is non-refundable, but may be transferred to another person if you are unable to attend. Coordinating this transfer and payment is your sole responsibility. Please contact Emily Mills ("The Host") via email at emily@sketchacademy.com to update registrant information and fulfill any remaining payment/invoices. The remaining balance will be due in full no later than 60 days prior to the retreat start date (August 3, 2024). Participants will receive reminder emails. If full payment is not received by this deadline, we reserve the right to cancel your reservation and fill your spot. We will make every effort to avoid this situation by contacting you prior to and on the day of the balance due date.

### 3. STRICT CANCELLATION POLICY

If you wish to cancel your retreat spot you must notify The Host. There are no refunds on deposits or final payments, but you may transfer your spot to someone else, which is your sole responsibility to coordinate, get payment, and update The Host with the new registrant's contact info. Exceptions to our cancellation policy cannot be made for ANY reason, including weather, terrorism, civil unrest, pandemic, health changes, personal emergencies or otherwise. There is no refund for arriving late or leaving a trip early.

## **5. TRANSFER POLICY**

Reservations for this retreat can be transferred to another person. Reservations for this retreat are not transferable to other events, courses, or retreats (except in the event the Host postpones or reschedules the event)

## **6. RETREAT CANCELLATIONS**

The Host reserves the right to make any changes deemed necessary; including, but not limited to: advertised excursions, arranged transportation, advertised meals, etc. In the rare case of a Retreat cancellation, The Host will offer a transfer to another retreat (if possible) or a full refund of your payment. The Host is not responsible for any expenses or damages incurred as a result of retreat cancellation including preparation costs, airline tickets, travel documents, travel delays, or other expenses. The Host reserves the right to cancel any retreat prior to departure in the event that the minimum of 6 slots are not booked, in which case you will be given a full refund of any and all payments made to The Host. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damages (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

## **7. TRAVEL DOCUMENTS**

Attendees from outside the US are solely responsible for securing any necessary travel documents and permissions necessary to attending the event in the USA prior to the event (e.g. visa, passport, etc.).

## **ROOMMATES**

### **8. ROOMMATE ASSIGNMENTS**

Double or advertised shared rooms require shared occupancy for the specified room rate. If you book a shared room without specified roommate(s), we will do our very best to match you with your desired room type and person. Roommates will be the same gender. In the event we can't find you a roommate or there is not one of the same gender, we will present you with different rooming options. This means that if there is no roommate, you will have to pay for the full room cost for a single room rate, not shared rate. You may also choose to secure your own lodging.

## **ACKNOWLEDGMENT**

### **9. ASSUMPTION OF RISK**

I acknowledge that I have voluntarily enrolled to participate in this retreat. In consideration of The Host allowing me to participate, I agree to this release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability The Host and any teachers, employees, guides, agents, vendors, or representatives ("the releasees") for any personal injury, death, property damage or loss or any nature suffered by me as a result of participation in any activity on the retreat. I release from liability The Host for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

## **PHYSICAL ACTIVITY RELEASE OF LIABILITY**

### **10. EXPRESS ASSUMPTION OF RISK**

I, the undersigned, am aware that there are significant risks involved in physical activity, including but not limited to, the physical activity inherent to all exercise activities, and that my participation in any such physical activity or program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, actions of wildlife, actions of other people including, but not limited to, participants, volunteers, spectators, and lack of hydration. These risks are not only inherent to physical activity, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may

result from participating, volunteering or watching in any physical activity, including this event's outdoor activities and walking to and from activities. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release The Host, their principals, teachers, agents, employees, vendors, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care and to transport to a medical facility deemed necessary for my well being.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless The Host and the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, sidewalks, areas adjacent to main building, and/or any area selected for activity.

## **MEDIA**

### **11. PERMISSION FOR CAPTURE AND USE**

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. By entering the event premises and participating in this event, you waive all rights you may have to any claims for compensation and/or royalties in connection with the use, exhibition, and/or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, and/or other publication. You further waive any right to inspect or approve any photo, video, and/or audio recording taken by the Host or the person or entity engaged by the Host for such purpose. You have been fully informed of your consent, waiver of liability, and release before entering this event and hereby agree to the terms set forth above.

For valuable consideration received, I grant to The Host the absolute and irrevocable right and unrestricted permission concerning any captured media that she/he has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish in whole or in part, individually or in connection with other material, in any and all publishing platforms now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she/he so chooses. I release and discharge The Host from any and all claims and demands that may arise out of or in connection with the use of the media, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, Videographer, Interviewer, Editor, as well as the person(s) for whom he/she captured the media. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

## **WAIVER**

### **12. RELEASE AND WAIVER OF LIABILITY**

I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of The Host, their affiliates, teachers, employees, agents, vendors, or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in The Host's retreats. I hereby release The Host, and any of their agents or affiliated organizations from all actions, claims or demands that

I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in The Host's retreats.

I will not start any lawsuit or other court action against the Host, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Host in any capacity, including to hold the Host liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Host's negligence or omission. I also waive the right of any of my insurers' to make any such claim.

I am medically, physically, emotionally and in all respects fit and able to participate in The Host's retreats. I agree I will be fully and financially responsible for my own physical condition and well-being during the retreat and will follow the safety precautions and instructions prescribed by The Host. I acknowledge that The Host may make suggestions from time to time that are intended to help me and my well-being. However I take ultimate responsibility for my choices and realize that The Host is not licensed medical provider and that I must consult my doctor for any health issues.

If I experience discomfort during the retreat, I will modify The Host's instruction to suit my individual needs. I will not hold The Host responsible for any discomfort I experience during or after the retreat.

### **COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. By signing this agreement, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for traveling. I absolve the Host of all responsibility whether a COVID-19 infection occurs before, during, or after participation in the retreat.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws rules.

### **AGREEMENT**

By agreeing to the terms outlined here and elsewhere on the The Host's website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a The Host's retreat. I hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the Host named above, and, if applicable, its employees, owners, officers, directors, representatives, agents, vendors, volunteers and facilitators from any physical, material, tangible or intangible, loss or damages that may happen to me during my participation in the Retreat. I do not hold the Host liable for any loss or damage to me or my property. ***I agree that my spot at the retreat is not guaranteed until I sign and return this document, and in the event I do not agree to these terms, my spot will be given to someone else and any deposit will be refunded minus transfer fees.***

### **SIGNATURE**

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**Full Name**

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**Signature**

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**Date**