



INTERNATIONAL YOGA RETREAT AGREEMENT AND RELEASE OF LIABILITY

Please read this document carefully and in full. By signing below, you agree to be legally bound by this agreement and release of liability. This is a binding legal contract between you, Andrea Russell, the lead instructor and leader of the retreat, and her limited liability company, Andrea Russell Wellness, LLC. This contract concerns the following retreat (check which retreat you are attending):

Costa Rica Retreat January 2-8, 2023 (hereinafter “the Retreat”).

Costa Rica Retreat February 3-9, 2023 (hereinafter “the Retreat”).

1. PARTICIPANT INFORMATION

Name:

Age:

Telephone:

Email:

Address where you reside (including city and state):

Citizenship(s):

Passport number, issuing country, and expiration date:

Emergency contact information:

Name:

Relationship:

Telephone:

Email:

Street address:

2. HEALTH INFORMATION REGARDING PARTICIPANT

Do you have any physical, mental, or other conditions that may interfere with your ability to participate safely in the Retreat or in the Ayurveda, Yoga, or Meditation practices we will do there, *e.g.*, pregnancy, diabetes, anemia, knee problems, back pain, asthma,

hearing or seeing impairment, heart condition, inactivity, medication, PTSD, claustrophobia, medications, food allergies or sensitivities, etc.?

Yes No

Please explain your physical, mental, or other conditions:

3. 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 “Yoga” shall refer to the following activities: all eight limbs of Yoga, including asana, pranayama, and meditation; Ayurveda; and general wellness and mindfulness instruction.
- c. The term “Retreat” shall refer to the retreat named above by Participant. The Retreat will include a variety of activities involving Ayurveda, Yoga, 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 the student and traveler who wishes to take part in the Retreat.
- f. The term “Instructor” shall refer to Andrea Russell, her limited liability company, Andrea Russell Wellness, LLC, and any Yoga instructors employed or contracted by Andrea Russell or Andrea Russell Wellness to assist at the Retreat.
- g. The term “the parties” shall refer to all three signatories of this Agreement: the Participant, Andrea Russell, and Andrea Russell Wellness, LLC, by Andrea Russell.

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:

- h. Use of a singular word includes the plural, and vice versa.
- i. Use of a gendered word shall include all genders. This document uses the gender-neutral, singular pronouns of “they/them/their.”
- j. 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.

4. EFFECTIVE DATE

This Agreement shall take effect immediately upon execution by the parties. It shall remain in effect unless amended or revoked in writing as set forth herein.

5. RESERVATION

To reserve a space at the Retreat, Participant must review and sign this Agreement and return it to Instructor with the \$500.00 USD non-refundable reservation deposit (“Reservation Deposit”). All payments under this Agreement must be made in U.S. Dollars (“USD”), either by credit card or check made payable to Andrea Russell Wellness, LLC. The Reservation Deposit counts toward the total cost of the Retreat, which flat fee is set forth in Paragraph 6 below. If Participant has already paid the Reservation Deposit, or any other portion of the cost of the Retreat, by signing below, they accept the terms of this Agreement, including but not limited to the policies on refunds.

6. COST OF RETREAT

a. The cost of the Retreat is _____ (please write in the cost of your retreat, as previously agreed to, and the type of room/occupancy you have chosen, e.g., single, double, triple).

Bali Houses

\$4900 Single occupancy

\$3900 Double occupancy

Bali Suites, Bungalows & Domes

\$3900 Single occupancy

\$3300 Double occupancy

\$3200 Triple occupancy

b. The flat fee set forth above includes the following: seven (7) nights of accommodation at the retreat center; three (3) meals per day; coffee/tea and fruit all day every day; daily Yoga classes, including the use of mats and other props; and group transportation from and to the designated airport at the start and the end of the Retreat.

c. The flat fee set forth above does not include the following: anything not expressly listed above; airfare and any other travel costs to reach the Destination County; costs associated with passports, visas, and customs; taxes; medical, travel, or trip cancellation insurance; medical examinations and testing required for travel; vaccinations; specialty

beverages or alcohol; optional meals; tips; personal expenses (*e.g.*, laundry and shopping); self-care/spa services (*e.g.*, massage); or tours/excursions (*e.g.*, surfing lessons, kayaking, paddle boarding, horseback riding, zip-lining and ATV adventures).

d. For those Participants who wish to share a room (the double or triple room occupancy options), Instructor shall make her best efforts to match Participant with a roommate. However, if a roommate cannot be found, Participant shall be responsible for the cost of single occupancy, as set forth above in Paragraph 6.

7. PAYMENT

Participant must pay the applicable flat fee set forth in Paragraph 6 above in full at least 90 days prior to the start of the Retreat. If the reservation is made less than 90 days prior to the start of the Retreat, payment in full must be made when the reservation is accepted. If payment in full is not made as required above, Instructor may and will assume Participant will not attend the Retreat and cancellation charges will apply as set forth in Paragraph 10 below. Due to the complexity of planning the Retreat, payment plans/installment agreements are not available.

8. TRAVEL TO DESTINATION COUNTRY

Instructor does not arrange for Participant's airline or other travel to the Destination Country or the city location of the Retreat. It is the responsibility of Participant to secure airline or other travel accommodations to the Destination Country and the city location of the Retreat. However, Instructor will arrange for group transportation from and to the designated airport at the start and the end of the Retreat. Instructor bears no responsibility or liability for delay or cancellation of flights, trains, buses, or other forms of transportation.

9. 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 Ayurveda, Yoga, 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 a class or any Yoga instruction.

c. **COVID-19 Precautions.** Participant shall present to Instructor a negative COVID-19 test taken no more than three (3) days before their arrival at the Retreat or proof of vaccination. Participant shall also be solely responsible for complying with all COVID-19 entry requirements of the Destination Country. 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 center, 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 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.

10. CANCELLATION BY PARTICIPANT

Due to the complexity of planning an international Yoga retreat, refunds are only available as set forth in this Paragraph:

- a. If Participant wishes to cancel their participation in the Retreat, they must notify Instructor by email to andrea@andrearussell.com. Cancellation shall take effect on the day Instructor receives the required email from Participant.
- b. The \$500.00 Reservation Deposit is non-refundable.
- c. If proper cancellation notice is received by Instructor more than 90 days prior to the start of the Retreat, 100% of any payments made by Participant will be refunded to Participant, less the Reservation Deposit.
- d. If proper cancellation notice is received by Instructor between 90 days and 61 days prior to the start of the Retreat, 50% of any payments made by Participant will be refunded to Participant, less the Reservation Deposit.
- e. If cancellation notice is received by Instructor 60 days or less prior to the start of the Retreat, there shall be no refund.
- f. There shall be no refund if Participant attends the Retreat, but leaves early, for any reason.
- g. Deposits or any payments made by Participant are not transferable to another applicant for or participant in the Retreat, for any reason.
- h. Any refunds due to Participant according to this Agreement will be made in USD by check to Participant within 30 days of receiving proper cancellation notice. Cashing of the check by Participant shall constitute full settlement between Instructor and Participant.

11. 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/international-travel/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 immediately below); such insurance helps everyone share the potential cost of the risks of an international retreat.**

12. REQUIRED INSURANCE

Instructor requires 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 international travel especially during and for while after the COVID-19 global

public health emergency, Instructor requires 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 center. Participant must email their certificate of coverage for said insurance to Instructor at andrea@andrearussell.com 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.

13. 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.

14. 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.

15. 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, agents, 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 center, and that any cause of action in regard to its shortcomings would be against the retreat center 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.

16. WAIVER AND RELEASE FOR THE PRACTICE OF YOGA

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

At the Retreat, Participant may participate in Yoga classes taught by Instructor.

Participant agrees and acknowledges that Yoga 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. Some of the Ayurvedic practices may involve Instructor offering dietary recommendations and may therefore also bear similar risks.

Participant accepts all risks of participating in Yoga and assumes full responsibility for any and all injury, illness, and/or damages caused by their participation in Yoga. During Yoga, 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 Yoga, in each class and in each pose, 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 pose or recommendation 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 Yoga. 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 class, 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 Yoga practice is taught.

Participant therefore agrees to release, forever discharge, and hold harmless Instructor and their employees, agents, 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 Yoga (“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 Yoga. Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors, and assigns.

17. ALTERNATIVE DISPUTE RESOLUTION

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

18. 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.

19. 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.

20. 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.

21. JURISDICTION, VENUE, AND CONTROLLING LAW

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

22. SIGNATURES AND COPIES OF THIS AGREEMENT

This Agreement may be executed in counterpart, each of which shall be an original, all of which shall constitute the same instrument. A photocopy or electronic copy of this Agreement, including signatures, shall have the same force and effect as the original.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.

By signing below, I intend to enter into a binding legal agreement and warrant the following:

- I have read this document in full.
- I understand its contents.
- I am acting voluntarily and knowledgeably.
- I understand that I am giving up significant legal rights, including the right to sue.
- I believe this document to be fair.
- I have had a reasonable amount of time to ask questions about this Agreement and to have an attorney review it if I so choose.

SO AGREED:

Participant

Date

Andrea Russell Wellness, LLC
By Andrea Russell, Owner & Instructor

Date

PREPARED BY:



CHILDREN
& FAMILIES



PROPERTY
& BUSINESS



LIFE & ESTATE
PLANNING

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