

COMPLETE TERMS & AGREEMENTS

RELEASE OF LIABILITY:

I, herein the Participant, hereby represent and warrant that I am in good physical health and do not suffer from any medical conditions which would limit my participation in the Retreat/Event offered by OverCoffee Consulting (also identified and known as OverCoffee within these terms & agreements). I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Retreat/Event, any of the yoga classes, Walks, Hikes, Stretches, Workshops and any other activities hosted by OverCoffee Consulting, heretofore referred to collectively as Programs.

Participant hereby WAIVES AND RELEASES OverCoffee Consulting, its owners, officers, employees, instructors, and contractors from any claim, demand and course of action of any kind resulting from or related to participation of the Participant in the Programs offered at the Retreat/Event and its designated locations as registered for. In taking part in the Programs with OverCoffee Consulting, Participant understands and acknowledges that the Participant is fully responsible for any and all risks, injuries or damage, known and unknown, which might occur as a result of participation of the Participant in the Programs.

Note that it is your responsibility to inform the instructor and staff of your limitations before Programs begin. Please participate mindfully and enjoy the many benefits of participating in OverCoffee Consulting's programs.

TRAVEL RELEASE OF LIABILITY & TRAVEL INSURANCE WAIVER AS APPLICABLE:

In consideration for being allowed to participate in this Program, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue OverCoffee Consulting and their employees, officers, directors, volunteers and agents (collectively "OverCoffee") from any and all claims, including claims of OverCoffee's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or

economic or emotional loss I may suffer because of my participation in this Program, including travel to, from and during the Program.

I am voluntarily participating in this Program. I am aware of the risks associated with traveling to/from and participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Program, including travel to, from and during the Program.

I agree to hold OverCoffee harmless from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Program, including travel to, from and during the Activity. If OverCoffee incurs any of these types of expenses, I agree to reimburse OverCoffee. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I understand that it is highly recommended to purchase travel insurance. As OverCoffee cannot control nature or events that may happen that may cause the location of the Program to become unavailable. OverCoffee is not responsible for airfare or travel arrangements made, and I understand that it is my responsibility to research and purchase travel insurance for travel to/from the program. You can consider travel insurance such as <https://www.allianztravelinsurance.com> or <http://www.travelguard.com> or something similar. **I also understand that if I am unable to make my trip for any and all reasons including COVID related, it is my responsibility to ensure my travel insurance can reimburse my fees of any kind due to OverCoffee cancellation policy.**

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19:

As of April, 2020: 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.

OverCoffee Consulting has put in place preventative measures to reduce the spread of COVID-19; however, OverCoffee Consulting cannot guarantee that you will not become infected with COVID-19. Further, visiting and/or attending events with OverCoffee Consulting could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by visiting/attending OverCoffee Consulting events & retreats and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected with COVID-19 at OverCoffee Consulting events & retreats may result from the actions, omissions, or negligence of myself and others, including, but not limited to, OverCoffee Consulting **employees, contractor employees, work exchange team members, owners and clients and their families.**

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with attendance at OverCoffee Consulting events & retreats or participation in the OverCoffee Consulting programming.

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless OverCoffee Consulting, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of OverCoffee Consulting, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any OverCoffee Consulting event or retreat.

I also understand that if I contract covid, and am not able to attend, there will not be a refund or credit and I will need to work with the current cancellation policy as well as my travel insurance options.

PRIVACY POLICY & PHOTO RELEASE:

Mind & Body Complete (collectively “MBC”) and its affiliates will use Participant name and payment information for the sole purpose of Participant purchase of and registration in OverCoffee Consulting Programs. OverCoffee Consulting will not display, sell, or give the payment information of the Participant to any outside party in perpetuity. OverCoffee Consulting will only disclose the name of Participant, legal, social media account, or otherwise representative of the Participant, as is in line with photography and media content, detailed below:

Participant agrees to be photographed, recorded and videotaped by OverCoffee Consulting. I hereby irrevocably authorize OverCoffee Consulting and its affiliates to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use,

a) Participant name, image, likeness and voice

b) All photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by Participant (collectively, heretofore referred to as Materials), in any manner, form or format whatsoever now and hereinafter created, including on the Internet, and for any purpose, including,

but not limited to, advertising or promotion of OverCoffee Consulting, its affiliates, or their services, without further consent from or payment to Participant, now or in the future.

Participant understands that all of the Materials, films, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials, are the property of OverCoffee Consulting. Participant agrees not to contest the rights or authority granted to OverCoffee Consulting hereunder. Participant hereby interminably indemnifies and holds harmless OverCoffee Consulting, its employees, contractors, officers, instructors, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials.

This consent is given in perpetuity and does not require prior or future approval by Participant.

CODE OF CONDUCT:

I, herein the Participant, understand and agree that I will not:

a) Harass, harm, threaten, discriminate, libel, defame, or otherwise shame and/or injure “OverCoffee”, its owners, officers, employees, instructors, contractors, assigns, affiliates, agents, successors, and all other Participants within the Retreat/Event. If such occurs, one may be asked to leave with no refund.

b) Infringe copyrights, trademarks, service marks, or any other intellectual property rights associates with OverCoffee Consulting.

c) Falsely misrepresent Participant association with and involvement in the Retreat/Event.

d) Falsely misrepresent the Retreat/Event in any form such as, but not limited to, all written or spoken word by Participant, photos, videos, and images taken by Participant, distributed toward another Participant or persons not participating in the Retreat/Event.

e) Reproduce, alter, distribute, display, publish, re-sell, share via photo, video or otherwise, all exclusive content distributed to Participant in the Retreat/Event.

f) Violate any Program guidelines, rules, and agreements within the Retreat/Event.

g) Will not dishonor those present and agree to not share with those outside of the Retreat/Event what is shared with each other and agree to be respective of the other participants and staff/employees/contractors/owners of “OverCoffee’s” beliefs and perspectives.

Participant understands and agrees that OverCoffee Consulting and its affiliates have the right to immediately expel, without refund or transfer of any kind, a Participant who breaks, or is suspicious of breaking, any section or amount of this Code of Conduct.

DEPOSIT, BALANCES & CANCELLATION POLICY:

I, herein the Participant, hereby agree to and accept the Payment submitted by Participant. Participant accepts and agrees that the 50% Deposit amount is **non-refundable** *under any and all circumstances*. The 50% Deposit amount (or full amount) is transferrable to another person for the SAME retreat, not to another retreat. *Deposit is 50% of the total retreat amount regardless if the full amount is paid at booking.*

Participant is eligible to receive a monetary refund LESS the 50% Deposit amount, if Participant cancels more than 60 days prior to the start date of the Retreat/Event. If Participant cancels less than 60 days prior to the start date of the Retreat/Event, Participant will **NOT** receive any form of monetary refund

under any and all circumstances. It is the responsibility of the participant to know the exact date that is 60 days prior to the start date of the Retreat/Event.

If a refund is requested by the Participant, 60 days prior to the start date of the Retreat/Event, OverCoffee Consulting reserves the right to 15 business days to evaluate the refund request and, if accepted, take all necessary steps to refund the amount, as stated above, to the Participant.

The submission of application and payment to “OverCoffee” is binding. Participant is personally responsible for all mandatory payments.

SHARING PRIVATE ACCOMMODATIONS:

I, herein the Participant, hereby agree to and understand that sharing private accommodations is a great way to travel and keep costs low. However, if one person cancels, the single attendee shall be responsible to pay the private room fee.

AGREEMENT:

I, herein stated as the Participant, have read the above Terms & Conditions and fully understand its content. I am legally able to sign and voluntarily agree to and accept all text stated above in the OverCoffee Consulting Complete TERMS & CONDITIONS via digital authorization by checking the box stated: Participant Deposits, Cancellations Info, Waivers and Agreements.