

TERMS & CONDITIONS

The purpose of this Retreat Agreement is to communicate our mutual expectations during this Gather Retreat. Please raise any questions you have before signing to make sure we are on the same page moving forward. Participation in our retreat is dependent upon your agreement to the terms of the retreat. Please read the following carefully.

This Agreement is made between Gather Experiences LLC, a Limited Liability Company operating in the State of California ("Gather", "we", "us", and "our") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Agreement ("you" and "your").

Payment & Deposit

In order to reserve your spot on this retreat a \$500 deposit is required. Full payment is due 90 days prior to the retreat. A signed copy or electronic acknowledgement of this document must be submitted when you pay your deposit.

Refunds & Cancellations

Refunds

If you need to cancel your trip and you give us at least 90 days notice, you will be refunded any payments made to Gather. If you cancel 60-89 days before the retreat you will be refunded 50% of your retreat balance minus your deposit. Any cancellations less than 60 days before the retreat will not be refunded. If a substitute (s) is (are) found for your spot(s) in any of these scenarios, we will refund the your payment less the deposit. If a guest leaves during the retreat, a refund will not be issued. We highly recommend that you obtain travel insurance for this retreat.

Cancellation

Cancellation by Gather

Gather reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date. If Gather has not received such timely Total Payment, your Deposit is non-refundable. Gather further reserves the right to cancel any trip or part of the trip for any commercial reason in Gather's sole discretion. If this occurrence should happen, we will issue a refund of the amount you remitted to the Company or the commensurate amount if the trip is cut short for this reason. If Gather cancels a retreat for any reasons out of there control, including Force Majeure, Gather is not responsible for any amount, including preparation costs, loss of funds in association with any further travel accommodations made by Participant (e.g., additional room nights, airfare, or additional add-on excursions that are not a part of the Gather retreat), travel documents, or any other losses or claimed damages.

Cancellation by You

All cancellations made by you must be in writing to <u>sonalmiller@gather-experiences.com</u> Refunds will be issued in accordance with our Deposit and Cancellation Policy above.

Passports, Visas, and Flights

You are responsible for obtaining all required travel documents for countries you will visit during the retreat. For many countries, passports must be valid for at least 6 months beyond the duration of the trip. You are responsible for booking travel to and after the retreat. We are not responsible if you are refused entry into the country because of incorrect travel documents and this event will not result in a refund.

Ownership of Materials

All the content that we have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used. You understand that Gather may use photos, audio or video of you as a means to document, share and promote Gather and their retreats. Please let us know if you do not want us to share any media of you and we will happily refrain from doing so. Please know any such sharing will be used for marketing and promotional purposes only.

Travel Insurance

Gather highly recommends purchasing Travel Insurance, "Cancel for Any Reason" insurance. You are solely responsible for the cost of any insurance and ensuring that you are adequately insured for the full duration of the Program with respect to possible illness, injury, death, property damage, loss of baggage, loss of personal items, cancellation and/or curtailment, and/or any other potential losses, penalties, fees, damages, expenses, costs or liabilities (collectively, "Losses"). Each Participant is solely responsible for any Losses or other financial ramifications/consequences related to your failure to procure travel insurance, and the Company is not responsible for any Losses you incur and/or sustain.

Health, Immunizations, and Travel Warnings

Each guest assumes full responsibility for researching the safety and security of countries that will be visited. Clients may visit their physician to know what vaccines are recommended. By booking a trip with Gather Experiences LLC, you confirm that you are in good health and capable of performing the activities on the trip you booked. You are also confirming that you are able to care for yourself during the trip and do not have any medical conditions that could cause risk for yourself or others during the trip.

Privacy Policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip, or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip.

General Indemnity

You hereby fully indemnify Gather and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "Indemnified Parties") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the Term, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in participating in the Retreat, provided that where Gather has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

Standard Legal Things

Choice of Laws and Venue

This Agreement will be governed exclusively by the laws of the State of California. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of California.

Severability

If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements.

Waiver of Breach

The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you.

Notice

For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. Headings.

Counterparts

This agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Online Agreement

We agree that this Agreement may be signed electronically or agreed to by having you click "I

Agree", the effect of which will be the same as if we signed intention of which is that both parties desire to be bound by	9
Thank you for taking the time to read this. We're excited to meet you at the retreat!	
Signature of Participant	Date