

# Double Down & Cozy Up | The Mini-treat

## Terms & Conditions

**Please download, initial the following statements, sign, date, & return to [margarucia@gmail.com](mailto:margarucia@gmail.com):**

\_\_\_\_\_ I acknowledge that my \$300 deposit is non-refundable.

\_\_\_\_\_ I acknowledge that the remaining balance is due by 8/31/2024 and I agree to fulfill the payment in its entirety. In the event that I fail to complete the remaining balance by this date, I accept that this agreement is canceled and I have forfeited any preceding payments.

\_\_\_\_\_ I acknowledge that if I choose to cancel for any reason, I must do so in writing to [margarucia@gmail.com](mailto:margarucia@gmail.com).

\_\_\_\_\_ I acknowledge that if I choose to cancel, I have forfeited the \$300 deposit.

\_\_\_\_\_ I acknowledge that a full refund (minus the \$300 deposit) will be upheld if I cancel in writing prior to September 1, 2024. Any cancellation request on or after September 1, 2024 will not receive a refund of any amount regardless of the cancellation reason.

\_\_\_\_\_ I acknowledge that if I have chosen to submit my payment in full, I will still forfeit \$300 of total payment should I choose to cancel.

\_\_\_\_\_ I acknowledge that there will be no refunds for any reason for any person who attends the retreat in full or in part.

\_\_\_\_\_ I acknowledge that neither the organizer (Margaret Allen & Sydney O'Neill) nor the venue (The Farm LLC) are responsible for lost, stolen, or damaged items.

\_\_\_\_\_ I acknowledge that I am responsible for my travel expenses.

\_\_\_\_\_ I acknowledge that I am willing to participate in yoga, movement, breath, and meditative practices at the risk of injury and assume sole responsibility.

\_\_\_\_\_ I acknowledge that my personal safety throughout the entirety of the retreat is ultimately my responsibility.

\_\_\_\_\_ I acknowledge there will be candid photography taking place and I affirmatively consent that my images to be used for future marketing purposes on behalf of Margaret Allen and Sydney O'Neill.

### **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in the activity of "Double Down & Cozy Up | The Mini-treat", and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Margaret Allen, Sydney O'Neill, and The Farm LLC and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY 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 DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Margaret Allen, Sydney O'Neill, and The Farm LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Margaret Allen, Sydney O'Neill, and The Farm LLC incur any of these types of expenses, I agree to reimburse the appropriate party. I acknowledge that Margaret Allen, Sydney O'Neill, and The Farm LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Margaret Allen, Sydney O'Neill, and The Farm LLC. I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Margaret Allen, Sydney O'Neill, and The Farm LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Margaret Allen, Sydney O'Neill, and The Farm LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Margaret Allen, Sydney O'Neill, and The Farm LLC, its agents, and employees. In the event that I should require medical care or 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. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

**Participant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

