

## **Retreat Agreement**

This Retreat Agreement, hereinafter referred to as "Agreement," is made between the retreat organizer ("Organizer"), specifically as follows:

The Quilt District, LLC

Atlanta, Georgia

Website Address: quiltdistrict.com (the "Website")

Email: tara@quiltdistrict.com (the "Business Email")

and you, as a user of this website and guest of the retreat ("Guest").

Your attendance at the Retreat, as defined below, is subject to each of the terms and conditions contained within this Agreement, all parts and sub-parts of which are specifically incorporated by reference here. By clicking "Register," "Confirm," "Attend," or undertaking any other affirmative action manifesting your intent to attend the Retreat, including providing the Organizer with credit card or billing information to be charged for attendance at the Retreat, you acknowledge and agree that you are entering into a legally binding agreement with the Organizer.

Organizer and Guests may be referred to individually as "Party" and collectively as the "Parties."

### **Article 1 - RETREAT TERMS**

The details of the Retreat are as follows:

Name of Retreat: Mountain Craft & Wellness Retreat, Blue Ridge (the "Retreat")

Type of Retreat: Craft & Wellness

Accommodation Type: Quilt retreat space/house/cabin

Arrival Date: 6/3/2025 at 5:00 PM ET

Departure Date: 6/8/2025 at or before 2:00 PM ET

Location:

Dream Catcher and Babbling Brook cabins, Blue Ridge, GA

Additional details regarding the Retreat, such as included meals and amenities, transportation, etc., if applicable, will also be included on a webpage shown to you prior to full purchase or provided to you through emails and additional communications prior to the Retreat. Any such webpage is hereby incorporated by reference and shall be considered part and parcel of this Agreement.

Organizer may request the provision of additional information, such as identification and travel information and/or additional forms and questionnaires. You hereby consent to receive all such correspondence related to the Retreat, including the itinerary.

Please be advised the itinerary is subject to change and may be modified by the Organizer at any time. You hereby acknowledge and agree that the Organizer has a right to do so for any reason, including, but not limited to weather, third-party vendors or providers, and any local circumstances which Organizer deems unfit for travel.

## **Article 2 - PAYMENT**

The Retreat must be booked and paid for in full at the time you register.

## **Article 3 - CANCELLATIONS**

Organizer may also cancel the Retreat for any reason, unrelated to an individual Guest, in the Organizer's sole and exclusive discretion. If the Organizer cancels for any commercial reason, all Guests are entitled to receive back any and all monies paid to the Organizer. However, the Organizer shall not be responsible for any additional fees paid by Guest to any third parties, such as travel companies, airfare, etc.

If you cancel your spot in the Retreat, you may or may not be entitled to a refund, based on the following schedule:

Cancel on or before 4/14/25 = 100% refund

Cancel between 4/15/25 and 4/30/25 = 50% refund

Cancel on or after 5/01/25 = 0% refund

If Guests wish to cancel, written notice of such cancellation must be sent to Organizer via email to [tara@quiltdistrict.com](mailto:tara@quiltdistrict.com).

## **Article 4 - MEDIA RELEASE**

You acknowledge and agree that before and during the Retreat, you may be subject to photographs, video, sound recordings, or other media captures of your face, name, voice, or likeness. In consideration for your participation in the Retreat, you hereby and irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or re-release of the Released Media, as defined below, by the Organizer, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to as the "Release Receiver") for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented.

The Released Media will include, but is not limited to, all photographs, videos, sound recordings, paintings, sculptures, and all other media currently known or hereinafter developed, captured of you or your likeness before and during the Retreat by the Release Receiver.

You hereby release the Release Receiver from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and forego any opportunity, whether past or present, to copyright or trademark the Released Media.

You give consent to the use of this Released Media while knowing and understanding that your name, comments, and other identifying factors may be revealed to the general public. However, the Release Receiver may not make known to any party in any medium my known or previously known location, email or physical address, or any other contact details, such as phone number.

## **Article 5 - VOLUNTARY PHYSICAL PARTICIPATION**

You hereby acknowledge and agree that you will voluntarily be participating in certain physical activities ("Physical Activities") on the Retreat. The Physical Activities may include, but are not limited to: walking, swimming, hiking, biking, yoga, fitness activities, climbing, or other types of physical activities.

You understand and are aware that your participation in the Physical Activities involves risks. These risks may lead to tangible or intangible harm, and you agree that they may result not only from your own actions but also from the actions of others. With the knowledge and understanding of these risks, you choose, of your own will and volition, to continue participating in the Physical Activities.

You also acknowledge and agree that there are risks that you may not have considered, yet you waive your right to any claims that may occur from these unconsidered risks and choose, of your own will and volition, to participate in the Physical Activities.

You acknowledge and agree that by attending the Retreat you consent to waive certain legal rights, including the right to sue the Organizer, and, if applicable, its owners, employees, agents, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to you during your participation in any of the Physical Activities undertaken while under their instruction or thereafter.

#### **Article 6 - HEALTH ELIGIBILITY**

Your participation in the Retreat indicates your acknowledgment and agreement with, as well as your warranty of, the following statements:

- (a) I affirm that I have no medical conditions that would restrict me from participating in any of the Retreat Activities.
- (b) I agree to hold the Organizer, and if applicable, its employees, owners, agents, trainers, and representatives, harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Retreat. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.
- (c) I agree that if I do experience medical issues, I will contact my doctor or emergency medical assistance (e.g., 911) immediately.
- (d) If I do require medical treatment or attention while or after participating in the Retreat, I agree that the medical costs are mine and mine alone and hold the Organizer blameless from any charges, fees, or costs that my conditions may incur.

#### **Article 7 - GENERAL ASSUMPTION OF RISK**

You agree that the Organizer is not liable, to the fullest extent permissible by law, for any harm that may come to you due to your participation in the Retreat.

#### **Article 8 - USE**

Guest agrees not to use the Retreat for any unlawful purpose, or any purpose prohibited under this clause. Guest agrees not to undertake any action which may damage the Organizer in any way.

Guest further agrees not to use the Retreat:

- (a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- (b) To violate any intellectual property rights of the Organizer or any third party;
- (c) To perpetrate any fraud;
- (d) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- (e) To publish or distribute any obscene or defamatory material;
- (f) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- (g) To unlawfully gather information about others.

## **Article 9 - RELEASE OF LIABILITY**

Guest hereby releases Organizer, as well as any of Organizer's affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Guest's dispute with any other Guest.

## **Article 10 - TERMINATION**

This Retreat Agreement shall continue until canceled as specified above by either Party or until the Guest attends and completes the Retreat. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

## **Article 11 - INTELLECTUAL PROPERTY**

Guest acknowledges and agrees that the Organizer's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organizer or its affiliates, licensors, or suppliers.

## **Article 12 - RESTRICTIONS**

Guest is prohibited from selling or reselling Guest's space in the Retreat, unless Guest has specifically executed a written agreement with Organizer that expressly allows for such activity.

## **Article 13 - INDEMNIFICATION**

Guest agrees to defend and indemnify Organizer and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Guest's attendance at the Retreat, Guest's breach of this Agreement, or Guest's conduct or actions. Guest agrees that Organizer shall be able to select its own legal counsel and may participate in its own defense, if so desired.

## **Article 14 - REPRESENTATION**

Guest agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement.

## **Article 15 – ADDITIONAL GUESTS**

Guest agrees that they are under no circumstances to bring an additional person with them who has not registered for The Retreat. No additional person is allowed.

## **Article 16 - SEVERABILITY**

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

## **Article 17 - DISPUTE RESOLUTION**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Georgia. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organizer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

#### **Article 18 - GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of Georgia and Missouri, without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: Dekalb.

#### **Article 19 - SIGNATURES**

Organizer's signature is implied. The Guest agrees that their electronic signature will be captured on the Website at the time of registration. This electronic signature will be in the manner of either a form, a check box, or a button that explicitly states The Guest agrees to allow their electronic signature in this manner. This manner of electronic signature shall not be construed or defined as anything different from a physical signature.

#### **Article 20 - HEADINGS**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.