

## Terms of Services

The following are the terms of services regarding the Elemental Scotland Retreat. It will abbreviated as ESR in places in the document. It is your responsibility to read and fully understand the terms of services. Should you have any questions, please contact Laura Imperial at lauraimperial@gmail.com or at 678-230-8516.

### **PAYMENT TERMS AND CANCELLATIONS**

#### 1. Retreat Pricing

The total cost of the retreat is USD \$2200.00. In order to secure your reservation for the retreat, a \$300 **non-refundable** deposit is due on **April 1**. The remaining balance (USD \$1900) is due on **June 1**. After June 1, your payment is non-refundable.

All or any portion of the \$1900 payment you have made is refundable through June 1. Please note this does not include your \$300 deposit, which is non-refundable.

If you have not completed the full payment by June 1, your reservation will be cancelled and any payment made thus far will be non-refundable.

Payments can be made by check or debit/credit card (Visa, Mastercard, Discover, American Express.) **Please note: if you choose to pay by debit/credit card, there will be a 3.5% fee added, which is non-refundable.**

#### 2. Confirmation of Reservation

In order to guarantee your reservation for the retreat, **you must sign and return the Terms of Service**. There are two ways to return the document:

- Email your signed document to lauraimperial@gmail.com
- Send it by mail to: Laura Imperial  
803 ½ Exposition Blvd.  
New Orleans, LA 70118

**\*\*PLEASE NOTE: Your reservation will ONLY be guaranteed with payment AND signed Terms of Service.**

#### 2. Cancellation Policy

If you wish to cancel your reservation, you must submit it in writing to lauraimperial@gmail.com by June 1 in order to receive a refund of your payment (minus your non-refundable deposit.) There are no exceptions.

#### 3. Rooming Assignments

If you book a room without a specified roommate, we will do our very best to match you with a compatible roommate. Due to the small size of the group and limited accommodations, there are no single rooms or single room supplements available.

#### 4. Retreat Cancellation

In the rare case of retreat cancellation, ESR will grant a full refund. However, ESR is **not** responsible for any expenses or damages incurred as a result of retreat cancellation including preparation costs,

airline tickets, travel documents or other expenses. ESR reserves the right to cancel any retreat prior to departure in the event that there are too few people booked, in which case you will be given a full refund of any and all payments made toward the retreat. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damages (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

#### 5. Trip Insurance

- Guests are strongly encouraged to purchase individual **trip insurance** for international retreats. Residents from outside the U.S. must check within your country for insurance coverage. Your deposit is non-refundable and any remaining balance payments made are non-refundable after June 1.
- Basic trip insurance will protect you for the full amount paid due to cancellation reasons covered by the policy, such as severe weather or illness. Should you need to cancel for any reason not covered by the policy (family or work commitments, pre-existing medical conditions, pregnancy, etc.), a "Cancel for Any Reason" add-on will reimburse you for a percentage of the prepaid, forfeited, non-refundable payments or deposits. This includes your airfare, ESR deposit and any additional payments, if applicable.
- ESR will not be held responsible for any delay, additional expense or inconvenience that may be caused directly or indirectly by events outside of our control (i.e. late arrival/departure of flights, civil disturbance, fire, flood, cyclones, severe weather, acts of God, and acts of government, machinery or equipment failure, or cancellations for any reason.)
- No refunds will be given for "no shows" or days not used resulting from the above aforementioned.

#### 5. Food Allergies and Allergies Notification, Acknowledgement, and Release of Liability

An environment free of allergens, including but not limited to food allergens, **CANNOT** be guaranteed. Therefore, the released parties cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on the retreat. The undersigned acknowledges and agrees that:

(a) She/he is aware of such risks and that participation in the event will expose the participant to food, activities and persons that may result in exposure to allergens and injury and,

(b) In that regard and assuming such risks, the undersigned hereby fully releases and discharges the Released Parties from any and all liability and/or responsibility to the participant, the undersigned, or any third party for death and/or injuries to the participant, and/or any direct, indirect, punitive, incidental, or any damages that arise out of or relate to participant's participation in this retreat and/or exposure to food allergens.

#### 6. Medical Care

The Isle of Mull is a very remote location, with limited access to immediate medical care. There is a local doctor available about 20 minutes from Ardfenaig Properties with limited hours for minor medical issues. The nearest hospital is approximately 2 hours away, in the town of Oban. For any advanced medical emergencies or procedures, the nearest major medical facility is in Glasgow, which is 5-6 hours away. Helicopter airlift is available if deemed necessary by medical professionals.

## 7. International Health Insurance Coverage

Please check with your healthcare insurance to see if they cover international medical situations. If they don't, it is highly recommended that you purchase temporary healthcare insurance coverage in the unlikely event you need medical services.

## 8. Release and Waiver of Liability

- As consideration for being permitted by Elemental Scotland Retreat to participate, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach Ardfenaig Properties, or ESR their affiliates, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in the Elemental Scotland Retreat. I hereby release ESR staff, Ardfenaig Properties, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in the Elemental Scotland Retreat.
- I am medically, physically, emotionally and in all respects fit and able to participate in the Elemental Scotland Retreat.
- I agree I will be fully and financially responsible for my own physical condition and well-being during the retreat and will follow the safety precautions and instructions prescribed by the Elemental Scotland Retreat.
- I acknowledge that ESR may make suggestions from time to time that are intended to help me and my well-being. However I take ultimate responsibility for my choices.
- If I experience pain or discomfort during the retreat, I will notify ESR. I will not hold ESR responsible for any pain or discomfort I experience during or after the retreat.
- For the benefit of everyone on ESR retreat, ESR reserves the right to accept or reject any participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the retreat, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the retreat.
- ESR will carry no responsibility or liability for any participant who leaves the retreat prior to its conclusion or for any activity undertaken by any participant which is not included on the retreat itinerary.
- By agreeing to the terms outlined here and elsewhere on the ESR website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on this Elemental Scotland Retreat.

## 9. Assumption of Risk

I acknowledge that I have voluntarily enrolled to participate in this ESR retreat. In consideration of ESR allowing me to participate in this retreat, I agree to this release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability ESR and any employees, guides, agents or representatives ("the releasees") for any personal injury, death, property damage or loss or any nature suffered by me as a result of participation in any activity on the retreat.

I release from liability ESR for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

The terrain, natural areas and the ocean are subject to natural forces that result in obstacles and hazards. In some instances activities that contain water can be cold and/or turbulent and can be life threatening. Risks can include but are not limited to:

i) Isolation: ESR retreat may be in wilderness and natural areas which may not be regularly patrolled, communication may be difficult and rescue and medical treatment may not be available for hours.

ii) Animals: ESR retreats may include hiking in natural areas that may result in unlikely encounters with wild animals and insects that may injure or kill.

iii) Weather: conditions vary from day to day and may include but rapid and/or extreme changes presenting significant challenges.

iv) Environmental Risks and Hazards: Weather may change to extreme conditions without warning. Possible injuries and illnesses include hypothermia, frostbite, sunburn, heatstroke, dehydration and other mild and/or serious conditions.

v) Activities: Throughout the retreat, participants are responsible for their own safety.

vi) Acknowledgement: I voluntarily assume all risks associated with these activities and freely waive any and all legal rights that I may have against the releasees. I have read and fully understand the above Terms of Services. I agree by my signature below that I will abide by them.

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Printed Name of Participant

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Signature of Participant

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Date