# RETREAT TERMS AND AGREEMENT AND RELEASE OF LIABILITY

*Embodiment of Joy | May 19–23, 2027 | A Retreat into Stillness and Movement, Silence and Expression*

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Please read this document carefully and in full. By signing below, you agree to be legally bound by this agreement and release of liability. This is a binding legal contract between you, John Vosler, and

Marney Coulter, the leaders of the retreat. This contract pertains to the following retreat: Embodiment of Joy | May 19–23, 2027 | A Retreat into Stillness and Movement, Silence and Expression (hereinafter referred to as "the Retreat").

Please sign and date the document, initial and date each page, and send it to Marney Coulter (email: marney@yogabythesea.ca)

Questions? Contact marney@yogabythesea.ca or john@johnvosler.com

## 1. PARTICIPANT INFORMATION

Name:

Age:

Telephone:

Email:

Address where you reside (including city and state):

Citizenship(s):

Passport number, issuing country, and expiration date:

Emergency contact information: Name:

Relationship:

Telephone:

Email:

Street address:

## 2. HEALTH INFORMATION REGARDING PARTICIPANT

Do you have any physical, mental, or other conditions that may interfere with your ability to participate safely in the Retreat or in the Movement, Yoga Nidra, Yoga and Meditation practices we will do there (e.g., pregnancy, diabetes, anemia, knee problems, back pain, asthma, hearing or seeing impairment, heart condition, inactivity, medication, PTSD, claustrophobia, medications, food allergies or sensitivities, etc.)?

Yes No

Please explain your physical, mental, or other conditions:3. DEFINITIONS AND RULES OF CONSTRUCTION The following definitions shall apply to this document:

a. The term "Agreement" shall refer to this Agreement, in its entirety.

b. The term "Yoga" shall refer to the following activities: including Yoga Nidra, Yoga, asana, pranayama, meditation, and general wellness and mindfulness instruction.

c. The term "Retreat" shall refer to the retreat named above. The Retreat will include a variety of activities, including Yoga Nidra, Yoga, movement, and meditation.

d.

e. The term “Destination Country” shall refer to the country in which the Retreat is located.

f. The term “Participant” shall refer to the student and traveler who wishes to take part in the Retreat.

g. The term “Instructors” shall refer to Marney Coulter and John Vosler.

h. The term “the parties” shall refer to all three signatories of this Agreement: The Participant, Marney Coulter, and John Vosler.

The following rules of construction shall apply to this Agreement unless construction in accordance with a rule would produce a result inconsistent with the manifest intent of the document:

i. Use of a singular word includes the plural, and vice versa.

j. Use of a gendered word shall include all genders. This document uses the gender-neutral, singular pronouns of “they/them/theirs.”

k. The titles of the paragraphs in this Agreement are for reference purposes only and shall not be used in the interpretation of the provisions to which they relate.

## 4. EFFECTIVE DATE

This Agreement shall take effect immediately upon execution by the parties. It shall remain in effect unless amended or revoked in writing as set forth herein.

## 5. RESERVATION

To reserve a space at the Retreat, participants must review and sign this Agreement, then return it to the Instructor along with the non-refundable reservation deposit ("Reservation Deposit"), which is $500 CND per person and is due Jan. 15th 2027. All payments under this Agreement must be made in U.S. Dollars or Canadian dollars. The Reservation Deposit counts toward the total cost of the Retreat, for which a flat fee is outlined in Paragraph 6 below. If Participant has already paid the Reservation Deposit, or any other portion of the cost of the Retreat, by signing below Participant accepts the terms of this Agreement, including but not limited to the policies on refunds.

## 6. COST OF RETREAT

a. The cost of the Retreat is based on the room selection below:

Shared Double Occupancy -$2450 CND

Private Single Occupancy - $2800 CND

Or

Shared Double Occupancy -$1899 US

Private Single Occupancy - $2299 US

The flat fee set forth above includes the following: Transportation from the designated ferry to the hotel/resort at the start of the Retreat; accommodations for the Retreat dates; daily breakfast; additional meals as specified by Instructors; daily Yoga classes, meditation, Yoga Nidra, and group activities.

b. The flat fee set forth above does not include the following: anything not expressly listed above; airfare and any other travel costs to reach the Destination Country; costs associated with passports, visas, and customs; taxes; medical, travel, or trip cancellation insurance; medical examinations and testing required for travel; vaccinations; specialty beverages or alcohol; optional meals; tips and gratuities unless expressly included; personal expenses (e.g., laundry and shopping); self-care/spa services (e.g., massage); or optional tours/excursions not expressly included in the Retreat.

c. For those Participants who wish to share a room (the double room occupancy options), the Instructor shall make their best effort to match the Participant with a roommate. However, if a roommate cannot be found, Participant shall be responsible for the cost of single occupancy.

## 7. PAYMENT

Participant shall pay the Retreat fee according to the following schedule: (1) a $500 non-refundable Reservation Deposit due January 15, 2027; (2) the final remaining balance due March 15, 2027, which is 60 days prior to the start of the Retreat. For Shared Double Occupancy ($2,450 CAD/ $1,899 USD), March 15 final payment is $2,072.50 CAD/$1,399 USD. For Private Single Occupancy ($2,800 CAD/$2,299 USD), the March 15 final payment is $2,440 CAD/ $1,799. If a reservation is accepted after a payment deadline has passed, all amounts then due must be paid upon acceptance of the reservation. If payment is not made as required, the Instructor may assume that the Participant will not attend the Retreat, and cancellation charges will apply as outlined in Paragraph 10 below. Due to the complexity of planning the Retreat, payment plans/installment agreements other than the schedule stated above are not available.

## 8. TRAVEL TO DESTINATION COUNTRY

Instructor does not arrange for Participant's airline or other travel to the Destination Country or the city/location of the Retreat. It is the Participant's responsibility to secure airline or other travel accommodations to the Destination Country and the city/location of the Retreat. However, the Instructor will arrange for group transportation from the designated ferry at the start of the Retreat. Instructor bears no responsibility or liability for the delay or cancellation of flights, trains, buses, or other forms of transportation.

## 9. HEALTH AND FITNESS REQUIREMENTS

a. Participant warrants that they satisfy all the following health and fitness requirements:

i. Participant must be in good physical and mental health to attend the Retreat;

ii. Participant must be willing and able to demonstrate a high level of mental and emotional stability and maturity during the Retreat and participate in the Retreat as a reliable, respectful, supportive, and positive student; and

iii. Participant must not have any criminal, caretaker, child welfare, or other similar background or history, no matter the jurisdiction or charge.

b. Participant is advised to consult with a physician to ensure that they are in adequate health to participate in the Retreat safely. Participant must disclose to the Instructor in Paragraph 2 any

pre-existing conditions or illnesses, food allergies or sensitivities, and any prescribed medications they are taking that could interfere with Participant's ability to participate safely in the Retreat or Yoga Nidra, Yoga, movement, or meditation practices that will be done there. The participant understands that if their health information changes, they have an ongoing duty to update the instructor before a class or any Yoga instruction.

c. COVID-19 Precautions. Participant shall be solely responsible for complying with all COVID-19 entry requirements of the Destination Country. Otherwise, the Participant may be asked to leave the

Retreat. As Participant does elsewhere in this Agreement, Participant assumes the risk of contracting COVID-19 during the Retreat and during the travel to and from the Retreat, and holds Instructor

harmless for any consequences or damages of contracting COVID-19.

Instructor shall have the right, in their sole discretion, to accept or deny any applicant for participation in the Retreat, based on the health and fitness grounds outlined in this Paragraph. Instructor does not discriminate based on race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, marital or parental status, or any other category protected by law.

Instructor shall have the right, in their sole discretion, to ask any Participant to leave the Retreat at any time, if Participant is disruptive to the harmony of the Retreat and/or is violating any provision of this Agreement. By providing emergency contact information in Paragraph 1 above, Participant consents to Instructor contacting and speaking with that individual if, in the sole discretion of Instructor, there is an emergency during the Retreat regarding Participant's physical or mental health.

## 10. CANCELLATION BY PARTICIPANT

Due to the complexity of planning an international Retreat, refunds are available only as outlined in this Paragraph.

a. If Participant wishes to cancel their participation in the Retreat, they must notify Instructor by email at marney@yogabythesea.ca or johnvosler@vosler.com. Cancellation shall take effect on the day the Instructor receives the required email from the Participant.

b. The Reservation Deposit of $500 CAD is non-refundable.

c. The full remaining balance of the Retreat payment is due no later than March 15, 2027.

d. If proper cancellation notice is received by the Instructor before March 15, 2027, any payments made by the Participant beyond the non-refundable Reservation Deposit will be refunded to the Participant.

e. If cancellation notice is received on or after March 15, 2027, all payments made toward the Retreat are non-refundable.

f. There shall be no refund if Participant attends the Retreat but leaves early, for any reason.

g. Deposits and any payments made by Participant are not transferable to another applicant for or participant in the Retreat, for any reason.

h. Any refunds due to Participant under this Agreement will be made in Canadian dollars (CAD) by a method agreed upon by the parties within 30 days after the Instructor receives proper cancellation notice. Payment of the refund shall constitute settlement of the refund obligation under this Paragraph.

## 11. CANCELLATION AND CHANGES BY INSTRUCTOR

The Instructor reserves the right to cancel the Retreat up to thirty (30) days before the start of the Retreat if too few people have made reservations. In such an event, the Participant will be given a full refund of all payments made to the Instructor.

The Instructor reserves the right to make changes to any aspect of the Retreat, or to cancel the Retreat entirely, at any time due to conditions in the Destination Country, neighboring countries, or the world, including, but not limited to, acts of nature such as weather or other natural disasters, pandemics, and other acts of God; acts of war or terrorism, terrorist threats, civil unrest, riots, strikes, trade disputes, interruption of transportation, government or political actions or orders, changes of law or regulation, suspension of civil rights, crime, a material change to relevant travel warnings or advisories issued by the United States Department of State or the Government of Canada, acts or omissions of a third party, or any other reason whatsoever outside the reasonable control of the Instructor. This is a force majeure provision.

In such an event, if the changes or cancellation occur more than 90 days before the start of the Retreat and Participant does not wish to accept the changes, 100% of payments made by Participant will be refunded, less the Reservation Deposit. If the changes or cancellation occur between 61 and 90 days before the start of the Retreat and Participant does not wish to accept the changes, 50% of payments made by Participant will be refunded, less the Reservation Deposit. If the changes or cancellation occur 60 days or less before the start of the Retreat and Participant does not wish to accept the changes, refunds may be given at the discretion of the Instructor.

These provisions apply to changes or cancellations initiated by the Instructor and are separate from the Participant cancellation policy set out in Paragraph 10.

If the Instructor is unable to lead the Retreat for any reason, the Instructor shall make their best efforts to hire a substitute instructor with substantially similar qualifications. If a substitute instructor cannot be located after reasonable diligence, the Instructor reserves the right to cancel the Retreat. In such an event, Participant will be given a full refund of all payments made to the Instructor.

In all of the above-listed events in this Paragraph, Participant hereby waives any right to claim additional amounts, including but not limited to compensation for loss of time, inconvenience, visa and passport fees, airfare and other travel expenses, insurance premiums, gear purchases, and vaccination or other medical-related costs, to the extent permitted by applicable law.

Participating in international travel and an international Retreat involves risks for everyone involved, not just the Participant. For this reason, the Instructor requires travel and trip cancellation insurance, as outlined in Paragraph 12, to help participants manage the potential financial costs associated with these risks.

## 12. REQUIRED INSURANCE

The Instructor requires that each Participant purchase individual travel and trip cancellation insurance in advance of the Retreat. Due to the inherently risky nature of international travel, the Instructor strongly recommends that the policy include a “Cancel For Any Reason” provision, where available.

It is the Participant’s responsibility to ensure they are adequately insured for the duration of the Retreat regarding accidents, injuries, illnesses, death, emergency evacuation and repatriation, loss of personal items, cancellation, curtailment, worldwide emergency assistance, and all other contingencies.

No insurance is provided for the Participant by the Instructor.

Participant must email their certificate of coverage for said insurance to the Instructor at john@johnvosler.com at the same time they pay their Reservation Deposit. Participant’s spot in the Retreat shall not be considered confirmed until the Instructor receives this certificate of coverage.

Purchasing travel insurance typically occurs within 10–15 days after submitting a deposit. Participants should check with their insurance provider regarding the timing of coverage, eligibility, and any applicable requirements.

## 13. TRAVEL DOCUMENTS, MEDICAL EXAMS, QUARANTINES, AND VACCINATIONS

It is the Participant’s responsibility to learn about and obtain all required travel documents, medical examinations, and vaccinations for travel to the Destination Country. Participant shall also be solely responsible for learning about and complying with any applicable testing, vaccination, quarantine, or similar entry requirements of the Destination Country and the country to which the Participant will be returning, including Canada or the United States, as applicable.

The Instructor is not responsible for any delays, cancellations, or damages due to Participant’s lack of proper travel documents, medical examinations, quarantine compliance, or vaccinations, including but not limited to a valid passport, visas (entry and exit), health certificates, and other documents that may be required by the Destination Country or the country to which the Participant will be returning.

The Instructor has not provided and will not provide advice regarding the immigration law or entry requirements of the Destination Country or the country to which the Participant will be returning.

## 14. ASSUMPTIONS OF RISK AND RESPONSIBILITY

a. Participant acknowledges that international travel can be challenging and bears a higher level of risk and uncertainty compared to domestic travel. The Instructor cannot eliminate the risks and uncertainties, which are part of the experience, enjoyment, and reward of an international Retreat.

In the Destination Country, standards of accommodation, communication, technology, transportation, access to healthcare, infectious-disease precautions, hygiene, safety, and service may differ from those in Canada or the United States. These differences may require flexibility and patience from the Participant.

Understanding these circumstances, Participant agrees to accept responsibility for their own safety and welfare while traveling to and attending the Retreat. Participant acknowledges that not every possible risk is set forth herein.

Participant accepts the risk of contracting COVID-19 or other infectious illnesses during the Retreat and while traveling to and from the Retreat.

b. Participant acknowledges that they alone are responsible for their choices, actions, and results during and after the Retreat. Participant accepts full responsibility for the consequences of their use or non-use of any information provided by the Instructor during the Retreat.

Participant agrees to use their own judgment and due diligence before implementing any idea, suggestion, or recommendation of the Instructor in their life, family, or business. Participant understands and acknowledges that there can be no guarantees regarding the outcome or results of using information received from the Instructor.

Participant further understands and acknowledges that Ayurveda and Yoga are not substitutes for medical attention, examination, diagnosis, or treatment by a licensed physician or other appropriately qualified healthcare professional.

## 15. WAIVER AND RELEASE OF LIABILITY FOR RETREAT

In consideration of being permitted to participate in the Retreat, Participant voluntarily assumes all risks associated with participation in the Retreat and agrees, to the fullest extent permitted by applicable law, to release, waive, discharge, hold harmless, defend, and indemnify the Instructor, including John Vosler and Marney Coulter, and their employees, agents, teachers, independent contractors, other representatives, heirs, successors, and assigns (collectively, the “Released Parties”), from liability for any and all Claims relating to or caused by Participant’s attendance at and participation in the Retreat and in any additional activities or excursions Participant may engage in during the Retreat that are not provided by the Instructor, except to the extent such Claims arise from gross negligence or intentional wrongful conduct of the Instructor, as determined under applicable law.

The term “Claims” includes any and all liabilities, claims, demands, actions, damages, rights of action, and causes of action, of whatever kind or nature, that may now or hereafter exist or arise out of personal injuries, losses suffered, or damages of any kind, including direct, indirect, consequential, incidental, punitive, or other damages, whether known or unknown, developed or undeveloped, foreseen or unforeseen, relating to or caused by Participant’s participation in the Retreat.

Participant agrees that this waiver and release shall be legally binding upon them personally and, to the extent permitted by applicable law, their family, estate, heirs, successors, and assigns.

Participant acknowledges that operational control of certain Retreat components may be in the hands of third-party travel providers, and that any claim arising from the acts or omissions of such providers may need to be pursued against those providers rather than the Instructor, subject to applicable law.

Participant acknowledges that the Instructor is not responsible for the safekeeping of Participant’s personal property while at the Retreat or for guaranteeing Participant’s safety from contracting COVID-19 or other infectious illnesses during the Retreat or while traveling to and from the Retreat.

## 16. WAIVER AND RELEASE FOR THE PRACTICE OF YOGA

In further consideration of the Instructor inviting Participant to the Retreat, Participant provides the following additional waiver and release of liability for the practice of Yoga while at the Retreat. The term “Yoga” is defined above in Paragraph 3.

At the Retreat, participants may participate in Yoga classes taught by the Instructor.

Participant agrees and acknowledges that Yoga involves physical movements and activity and can be physically and mentally challenging, and therefore carries risks of injury, illness, disability, and even death.

Participant accepts the risks of participating in Yoga and assumes responsibility for injuries, illnesses, or damages caused by their participation, subject to applicable law. During Yoga, if Participant experiences any pain or significant discomfort, they agree to listen to and honor their body, discontinue the activity, notify the Instructor immediately, and seek medical attention from a licensed physician or other appropriately qualified healthcare professional.

Participant understands and agrees that participation in Yoga, in each class and in each pose, is voluntary, at their sole discretion, and at their own risk. Participant warrants that they understand their physical limitations and are sufficiently self-aware to stop or modify a pose or recommendation before becoming injured or ill or aggravating a pre-existing condition.

Participant understands that the Instructor is not a licensed physician or medical professional by virtue of their role as a Yoga Instructor and therefore will not and cannot provide medical advice. The Instructor has no duty to provide medical advice or care, including CPR, during Yoga. Nothing said by the Instructor should be construed as medical advice.

Participant understands that during the Retreat, the Instructor may touch them or provide physical assistance from time to time. Before each class, it is Participant's responsibility to let the Instructor know if they do not wish to be touched or assisted.

This waiver and release shall apply to all classes, lessons, workshops, recommendations, and instruction Participant receives from the Instructor, regardless of where they are performed or given and regardless of the style or branch of Yoga taught.

Participant agrees, to the fullest extent permitted by applicable law, to release, discharge, and hold harmless the Instructor and their employees, agents, teachers, independent contractors, other representatives, heirs, successors, and assigns (the "Released Parties") from liability for Claims relating to or caused by Participant's participation in Yoga, except to the extent such Claims arise from gross negligence or intentional wrongful conduct of the Instructor, as determined under applicable law.

Participant agrees that this waiver and release shall be legally binding upon them personally and, to the extent permitted by applicable law, their family, estate, heirs, successors, and assigns.

## 17. ALTERNATIVE DISPUTE RESOLUTION

Any disputes between the parties relating to the Retreat or this Agreement shall first be submitted to private mediation in either California, United States, or British Columbia, Canada, as mutually agreed upon by the parties, with a qualified private mediator upon whom the parties agree.

If the parties cannot agree on a mediator, each party will select a mediator, and together those mediators will select the mediator to be used. The parties shall share the costs of mediation equally.

The parties shall cooperate with the mediator and participate in mediation in good faith. The parties agree to submit this Agreement to the mediator for review.

If a party resides outside the location where the mediation is held, they may participate in the mediation by video conference, subject to the mediator's arrangements.

If mediation is unsuccessful in the mediator's opinion and the parties are unable to reach a resolution on their own, disputes may be submitted to a court having appropriate jurisdiction, subject to Paragraph 21 and applicable law.

## 18. MODIFICATION OF AGREEMENT

Any future modification, amendment, waiver, or revocation of any provision of this Agreement shall be effective only if made in writing and executed by the parties with the same formality as this Agreement.

Any such modification, amendment, waiver, or revocation shall specifically identify the provision it intends to modify, amend, waive, or revoke. No oral modifications, amendments, waivers, or revocations shall be effective.

Failure of a party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of subsequent defaults of the same or similar nature or of other obligations contained in this Agreement.

## 19. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement.

Consistent with the provisions of this Paragraph, if any provision is deemed invalid due to its scope or breadth, it shall be deemed valid to the fullest extent permitted by applicable law.

## 20. INTEGRATION

This Agreement sets forth the entire agreement of the parties regarding the Retreat. All agreements, covenants, representations, and warranties, express or implied, oral or written, of the parties regarding the Retreat are contained herein.

No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made between the parties regarding the Retreat. All prior and contemporaneous conversations, negotiations, possible or alleged agreements, representations, covenants, and warranties regarding the Retreat are waived, merged herein, or superseded hereby.

This is an integrated agreement. If any provision of this Agreement conflicts with language about the Retreat on any website, including the Instructor's website, or information provided by an airline, travel agency, hotel, resort, or other party, this Agreement shall govern, to the extent permitted by applicable law.

## 21. JURISDICTION, VENUE, AND CONTROLLING LAW

The substantive law of the State of California, United States, or the Province of British Columbia, Canada, as applicable and as mutually agreed upon by the parties in writing, shall govern questions regarding this Agreement's validity and enforceability, the construction of its provisions, and disputes arising out of this Agreement, subject to any mandatory applicable law.

The parties intend for this Agreement to be valid and enforceable in any jurisdiction that has jurisdiction over the parties regarding the Retreat, whether within or outside California, the United States, or Canada, to the extent permitted by applicable law.

Jurisdiction and venue for disputes arising out of this Agreement shall be in a court of competent jurisdiction in California or British Columbia, as applicable and as permitted by law. Nothing in this Paragraph shall prevent a court from applying mandatory laws or protections that cannot legally be excluded by agreement.

## SIGNATURES AND COPIES OF THIS AGREEMENT

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute the same instrument. A photocopy or electronic copy of this Agreement, including signatures, shall have the same force and effect as the original, to the extent permitted by applicable law.

By signing below, I intend to enter into a binding legal agreement and acknowledge the following:

- I have read this document in full.
- I understand its contents.
- I am acting voluntarily and knowledgeably.
- I understand that I may be giving up significant legal rights, including the right to sue, subject to applicable law.
- I believe this document to be fair.
- I have had a reasonable amount of time to ask questions about this Agreement and to have an attorney review it if I so choose.

Participant acknowledges that they have read this Agreement in its entirety and fully understand its terms before signing.

Participant

Signature: _____

Printed Name: _____

Date: _____

Instructor

Signature: _____

Printed Name: _____

Date: _____

## LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Instructor's total liability arising out of or related to this Agreement or the Retreat shall not exceed the total amount paid by Participant for the Retreat.

Participant agrees that the Instructor shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of enjoyment, travel disruptions, lost income, or emotional distress arising out of participation in the Retreat, to the extent permitted by applicable law.