

WELLNESS

redefined

A RETREAT EVENING FOR WOMEN

June 28, 2019
4pm - 8pm

Buena Vista Mansion
Prattville, AL

Join us for a girls night out retreat inspired workshop to learn natural ways to redefine your wellness with mind-body practices and nourishing food while building connections with other women.

First Name

Last Name

Email Address

Phone Number

Street Address

City

State

Zip Code

What are you looking forward to most about this retreat?

Any special dietary needs we should know about?

Did anyone refer you to the retreat? Share their name and let me thank them!

Per the ticket policy, I agree to the Terms and Conditions and release liability from Kim DeMoss and Project Mindful Movement, LLC.

☐

Yes

☐

No

Signature

Date

* See terms and conditions attached.

Pricing Options

\$65 - Early Bird before June 1st

\$75 - After June 1st

Payment Type

Cash

Check (check #)

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* Please make checks payable to Kim DeMoss.

Contact Kim at 727-420-4279 or kimmiyogini@gmail.com with any questions.

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue Kim DeMoss and/or Project Mindful Movement LLC and their employees, officers, directors, volunteers and agents (collectively "PMM") from any and all claims, including claims of PMM's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which 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/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or 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 the Activity.

I agree to hold PMM harmless from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If PMM incurs any of these types of expenses, I agree to reimburse PMM. If I need medical 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.

Participant Release of Liability

Participants (known here as PC). Acknowledgement and Assumption of Risk: PC acknowledges that the Services provided by PMM, hereunder include participation in workshops and physical activities, including, but not limited to, yoga, weight training, walking, jogging, running, hiking, meditation and possible various nutritional & health education programs (the "Physical Activities.") PC acknowledges these Physical Activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness, or injury however caused, occurring during or after PC's participation in the Physical Activities. PC further acknowledges that such risks include, but are not limited to, injuries caused by the negligence of an instructor or other person, defective or improperly used equipment, over-exertion of PC, slip and fall by PC, or an unknown health problem of PC. PC agrees to assume all risk and responsibility involved with PC's participation in the Physical Activities. PC affirms that PC is in good physical condition and does not suffer from any disability that would prevent or limit participation in the Physical Activities. PC acknowledges participation will be physically and mentally challenging, and PC agrees that it is the responsibility of the PC to seek competent medical or other professional advice, regarding any concerns or questions involved with the ability of the PC to take part in the Physical Activities. PC agrees to assume all risk and responsibility PC's exceeding his or her physical limits.

Client further acknowledges that he/she is not relying on PMM's expertise and expressly waives and warranties of merchantability, fitness for a particular purpose, fitness of ordinary use, qualifications of PMM the availability, quality of the facilities or service of PMM, the results obtained through exercise, diet, weight control, or physical fitness conditioning programs or any other implied or express warranty to the fullest extent permissible by law.

Limitation of Liability and Full Release of PMM

PC, his or her heirs, assigns and next of kin, agree to fully release PMM, its owners, employees, any related entities or other authorized agents, including independent contractors from any and all liability, claims and/or litigation or other actions that PC may have for injuries, disability or death or other damages of any kind, including but not limited to, direct, special, incidental, indirect, punitive or consequential damages, whether arising in tort, contract, breach of warranty or arising out of participation in the Services, including, but not limited to the Physical Activities, even if caused by the negligence or fault of PMM, its owners, employees, any related entities or other authorized agents, including independent contractors. PC is urged to have this Agreement reviewed by an attorney before signing.

PRIVACY POLICY & PHOTO RELEASE

Project Mindful Movement and its affiliates will use Participant name and payment information for the sole purpose of Participant purchase of and registration in PMM Programs. PMM will not display, sell, or give the payment information of the Participant to any outside party in perpetuity. PMM will only disclose the name of Participant, legal, social media account, or otherwise representative of the Participant, as is in line with photography and media content, detailed below:

Participant agrees to be photographed, recorded and videotaped by PMM. I hereby irrevocably authorize PMM and its affiliates to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use,

a) Participant name, image, likeness and voice

b) All photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by Participant (collectively, heretofore referred to as Materials), in any manner, form or format whatsoever now and hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of PMM, its affiliates, or their services, without further consent from or payment to Participant, now or in the future.

Participant understands that all of the Materials, films, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials, are the property of PMM. Participant agrees not to contest the rights or authority granted to PMM hereunder. Participant hereby interminably indemnifies and holds harmless PMM, its employees, contractors, officers, instructors, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands

whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials.
This consent is given in perpetuity and does not require prior or future approval by Participant.

CODE OF CONDUCT

I, herein the Participant, understand and agree that I will not:

- a) Harass, harm, threaten, discriminate, libel, defame, or otherwise shame and/or injure PMM, its owners, officers, employees, instructors, contractors, assigns, affiliates, agents, successors, and all other Participants within the Retreat/Event. If such occurs, one may be asked to leave with no refund.
- b) Infringe copyrights, trademarks, service marks, or any other intellectual property rights associates with PMM.
- c) Falsely misrepresent Participant association with and involvement in the Retreat/Event.
- d) Falsely misrepresent the Retreat/Event in any form such as, but not limited to, all written or spoken word by Participant, photos, videos, and images taken by Participant, distributed toward another Participant or persons not participating in the Retreat/Event.
- e) Reproduce, alter, distribute, display, publish, re-sell, share via photo, video or otherwise, all exclusive content distributed to Participant in the Retreat/Event.
- f) Violate any Program guidelines, rules, and agreements within the Retreat/Event.
- g) Will not dishonor those present and agree to not share with those outside of the Retreat/Event what is shared with each other and agree to be respective of the other participants and staff/employees/contractors/owners of PMM's beliefs and perspectives.

Participant understands and agrees that PMM and its affiliates have the right to immediately expel, without refund or transfer of any kind, a Participant who breaks, or is suspicious of breaking, any section or amount of this Code of Conduct.

TRAVEL RECOMMENDATIONS WAIVER

It is highly recommended that you purchase travel insurance. We cannot control nature or events that may happen that may cause this property to become unavailable for our event. We are not responsible for airfare or travel arrangements made, so please consider travel insurance such as <https://www.allianztravelinsurance.com> or <http://www.travelguard.com> or something similar.

DEPOSIT, BALANCES AND CANCELLATION POLICY

I, herein the Participant, hereby agree to and accept the Payment submitted by Participant. Participant accepts and agrees that the Deposit is non-refundable under any and all circumstances.

Participant is eligible to receive a monetary refund LESS the deposit, if Participant cancels more than 30 days prior to the start date of the Retreat/Event. If Participant cancels less than 30 days prior to the start date of the Retreat/Event, Participant will NOT receive any form of monetary refund under any and all circumstances. It is the responsibility of the participant to know the exact date that is 30 days prior to the start date of the Retreat/Event.

If a refund is requested by the Participant, 30 days prior to the start date of the Retreat/Event, PMM reserves the right to 15 business days to evaluate the refund request and, if accepted, take all necessary steps to refund the amount, as stated above, to the Participant. The submission of application and payment to Project Mindful Movement is binding. Participant is personally responsible for all mandatory payments.

AGREEMENT

I, herein stated as the Participant, have read the above Terms & Conditions and fully understand its content. I am legally able to sign and voluntarily agree to and accept all text stated above in the Project Mindful Movement event TERMS & CONDITIONS. I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing PMM from all liability, (b) promising not to sue PMM, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

I understand that this document is written to be as broad and inclusive as legally permitted. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.