

RETREAT WAIVER

TERMS OF SERVICE

It is your responsibility to fully understand the terms and conditions for the retreat. Should you have questions what is included and not included in your retreat, or questions regarding the terms and conditions, we would be happy to clarify any areas in advance of signing a contract with us. By signing this waiver, I agree to the following in any relationship with Kim Hudson, The Little Herb Shoppe, and/or Pure Love Botanicals LLC.

PAYMENT TERMS & CANCELLATIONS

1. RETREAT PRICING

All prices are per person and are set well in advance of the retreat start date. Prices include retreat costs only. Lunch on Saturday is included; costs do not include travel costs to and from the retreat, other meals, events, additional group activities, and the like.

2. RETREAT PAYMENT & DEPOSIT

Payment can be made by credit card or PayPal via the website.

3. STRICT CANCELLATION POLICY

We have a strict no refund policy. Exceptions to our cancellation policy cannot be made for ANY reason, including weather, terrorism, civil unrest, health changes, personal emergencies or otherwise. There is no refund for arriving late or leaving a trip early.

5. TRANSFER POLICY

Reservations cannot be transferred to another person except by advance permission by the retreat host.

6. RETREAT CANCELLATIONS

The Host reserves the right to make any changes deemed necessary; including, but not limited to: advertised excursions, arranged transportation, advertised meals, etc. In the rare case of a Retreat cancellation, The Host will offer a transfer to another retreat (if possible) or a full refund of your payment. The Host 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. The Host 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 to The Host. 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, hotel, airport and airline taxes).

ACKNOWLEDGEMENT

7. ASSUMPTION OF RISK

I acknowledge that I have voluntarily enrolled to participate in this retreat. In consideration of The Host allowing me to participate, 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 The Host and any teachers, 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 The Host for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

RELEASE OF LIABILITY

8. EXPRESS ASSUMPTION OF RISK

I, the undersigned, am aware that there may be risks involved in or using herbs, including but not limited to, inherent to herbalism and any and all retreat related activities, and that my participation in any such herbalism, or program event carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, or other people around me; injury or death and those risks caused by terrain, facilities, temperature, weather, vehicular traffic. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating in an herbal retreat and all activities related or unrelated to herbalism. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that I am willingly participating in these retreat activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release The Host, their principals, teachers, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree

to reimburse them for such fees and costs. I further agree to indemnify and hold harmless The Host and the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training.

MEDIA

9. PERMISSION FOR CAPTURE AND USE

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. For valuable consideration received, I grant to The Host the absolute and irrevocable right and unrestricted permission concerning any captured media that she/he has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish in whole or in part, individually or in connection with other material, in any and all publishing platforms now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she/he so chooses. I release and discharge The Host from any and all claims and demands that may arise out of or in connection with the use of the media, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, Videographer, Interviewer, Editor, as well as the person(s) for whom he/she captured the media. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

WAIVER

10. RELEASE AND WAIVER OF LIABILITY

I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of The Host, their affiliates, teachers, 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 Host's retreats. I hereby release The Host, 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 Host's retreats.

I am medically, physically, emotionally and in all respects fit and able to participate in The Host's retreats.

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 Host.

I acknowledge that The Host 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 and realize that The Host is not licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify The Host's instruction to suit my individual needs. I will not hold The Host responsible for any pain or discomfort I experience during or after the retreat. I understand that the activities offered on this retreat are not a substitute for medical care. I understand that The Host is not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat physical or mental illness.

By agreeing to the terms outlined here and elsewhere on the The Host's website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a The Host's retreat.

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and Vermont, without regard to its conflict of law