



QE³ RETREAT WAIVER

TERMS OF SERVICE

Please make sure you fully understand the terms and conditions for the retreat. Read carefully what is included in your retreat package and understand what is not. Please let us know if you have questions regarding the terms and conditions.

PAYMENT TERMS & CANCELLATIONS

1. RETREAT PRICING

All prices are per person and have been established. Prices include retreat costs, transportation to/from the retreat pickup location, meals, available activities and study materials. Prices do not include travel costs to and from the retreat pick up location.

2. RETREAT PAYMENT & DEPOSIT

Your expressed interest in participating will be considered a reservation only when we receive 50% of the retreat price from you and your signed waiver, expressing that you agree to these terms and conditions.

Payment can be made by credit card, debit card or PayPal via the website, as well as by making a check payable to QE3 Synergies and mailing it to 520 W. Ponce de Leon AV, #1344, Decatur, GA 30030.

You may make payment in either of the following ways:

- You may pay a non-refundable deposit and then make monthly payments beginning in the following month (to be received by each month end).*
- You may pay 50% of your retreat price to secure your seat and then pay the balance in full no later than four (4) weeks prior to the retreat start date.*
- You may pay for your retreat in full.*

**All payments must include a signed waiver in order to secure reservation of your retreat. The signed waiver must be received within seven business days of payment of your Retreat by email to Coach@QE3Inspire.com or by mail to QE3 Synergies, 520 W. Ponce de Leon AV, #1344, Decatur, GA 30030.*

With the first two options, final payments are due no later than four (4) weeks prior to the retreat start date. Participants with outstanding balances eight (8) weeks prior to the start date will receive an email requesting payment in full. All payments must be received no later than four (4) weeks prior to the retreat start date.

Please know that monthly or balance-in-full payments can be made in the above manner at any time, whether payment requests have been made or not.

If full payment is not received four (4) weeks prior to the retreat start date, we reserve the right to cancel your reservation and fill your seat with another participant. We will make every effort to avoid this situation by contacting you prior to the day the full balance is due.

3. STRICT CANCELLATION POLICY

We understand that plans can change and your retreat may have to wait. While we cannot transfer or allow for substitutions, with timely requests, we will do our best to serve your needs.

If you wish to cancel your retreat you must notify Renee Hutcherson Lucier, CMC (the Retreat Host or "The Host") immediately via email at Coach@Qe3Inspire.com. We do not issue refunds for deposits. There are also no refunds paid after four (4) weeks prior to the start date of the retreat. Exceptions to our cancellation policy cannot be made for any reason, including health, personal emergencies, weather, accidents or otherwise. There is no refund for arriving late or leaving the retreat early.

If you must cancel, please email us at Coach@QE3Inspire.com as soon as possible, so we can process the appropriate refund for you. Please understand that we are a small organization, with few hands doing many tasks, and will process your request as we are able.

If refunds are formally requested (in writing) -

- Within one week of registration: Seats are 100% refundable.
- Before the eight (8) weeks prior to the start date of the retreat: We'll refund 50% of your payment.
- Four (4) weeks prior to the start date of the retreat: All seats are non-refundable.

This policy is subject to change; all registered participants will be notified of changes in writing.

4. TRANSFER POLICY

Reservations cannot be transferred from one retreat to another, or from one person to another.

5. RETREAT CANCELLATIONS

The Host reserves the right to make any changes deemed necessary; including, but not limited to: advertised excursions, arranged transportation, advertised meals, room assignment, roommate assignment, etc.

In the rare case of a Retreat cancellation, the Host may offer a transfer to another retreat (if possible), another QE3 service or product, or extend a refund of your payment. The Host, guides, partner providers and any of its affiliated organizations and/or entities are not responsible for any expenses or damages incurred as a result of retreat cancellation including preparation costs, airline tickets, purchases, or other expenses. Transfers to/from the retreat pickup location are at your own cost, unless otherwise specified. The Host reserves the right to cancel any retreat prior to the start date for any reason, including but not limited to the circumstance that there are too few people booked. We will do our best to extend a full refund of payments made, in these circumstances, in a timeframe that works best considering the situation. 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 travel charges, purchases, airport taxes, etc).

6. ROOMMATE ASSIGNMENTS

Retreat rates are per person and are based on shared rooms, either double, triple or other. Rooms require shared occupancy for the specified room rate. When you book a room, we will match you with roommate candidate(s). Please make all room requests via email to Renee Hutcherson Lucier, CMC (the Retreat Host or "The Host") via email at Coach@Qe3Inspire.com. and we will try to accommodate. We are not always able to accommodate requests for a specific roommate.

If you desire to occupy a room as a single occupant, please contact us directly to inquire about the rate. Rates for single occupancy are higher than the advertised price for the shared room. To house a room as a single occupant, you must make a formal request, be approved and pay the rate that is communicated to you by the payment deadline date expressed in writing at the time of the approval. In cases of first come-first served, you may lose the single room availability if you do not respond in writing and with payment (and signed waiver) soon enough. Make your request via email to Renee Hutcherson Lucier, CMC ("The Retreat Host") using the email stated above. Consideration will be given and a decision will be granted and communicated via email. If your request is approved, specific payment details will be communicated to you.

ACKNOWLEDGEMENT

7. ASSUMPTION OF RISK

All retreat attendees acknowledge that they have voluntarily enrolled to participate in this retreat. In consideration of The Host allowing the attendee to participate, each agrees to the release of claims, waiver of liability and assumption of risks. On behalf of each attendee, its

heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, all persons hereby waive any and all claims they or such parties may have now or in the future.

I release from liability The Host, guides, partner providers, any of its affiliated organizations and/or entities, agents or representatives ("the releasees") for any personal injury, death, property damage, accident or loss or any nature suffered by me as a result of lodging accommodations, foods ingested, travel, etc and/or participation in any activity of the retreat, whether on property or off. 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

Please advise us of any mental, emotional, physical or other health conditions, as well as dietary requirements, before you reserve your retreat seat. If you have health conditions and dietary requirements that may be affected by the activities offered on our retreats we reserve the right to advise you to desist and in the interests of your wellbeing, or others, we may decline your stay at our retreats.

I, the undersigned, am aware that there are always risks involved in physical, emotional and mental wellness expression, exercises and activities, including but not limited to, the involvement inherent to retreat activities, and that my participation in any such activity carries with it the potential for adversity, death, injury, and/or 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, my guide(s), facility personnel, partner providers, or other people around me; injury or death due to improper use or failure of equipment; strains, muscle pulls and sprains; those risks caused by terrain, facilities, temperature, weather, condition of persons, equipment, vehicular traffic, actions of other people including, but not limited to, participants, partner providers, guides, volunteers, spectators and others. These risks are not only inherent to physical involvement, but are also present for spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself. 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, volunteering or watching in any physical training, including this retreat program. 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 this retreat and in these 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, guides,

agents, employees, partner providers, 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.

Indemnification: I, the participant/attendee, recognize that there is risk involved in the types of activities offered. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my 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, the lodge (i.e. the entire housing accommodation property), areas adjacent to any of the buildings, 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, guides, any of its affiliated organizations and/or entities and the absolute and irrevocable right and unrestricted permission concerning any captured media that she/he/they has/have 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/they so chooses/choose. I release and discharge The Host, their principals, guides, agents, employees, partner providers, and volunteers 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, Media Artist, as well as all other 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.

10. GROUP BOOKINGS

Where a reservation is made on behalf of several individuals, that reservation is conditional on the person(s) paying having authorization from all the individuals named or unnamed to enter into this agreement. The terms of this agreement will apply to each member of the group as though they had paid for their own retreat individually and directly to us.

11. NO LIABILITY FOR POSSESSIONS

The retreat venue will not be left empty and unlocked at any time. You may or may not be given your own personal key to your room. It is your responsibility to ensure that your possessions are kept safe at all times. This includes everything you personally brought with you, everything entrusted to you, etc.

12. COMPLAINTS

If an issue arises during your retreat, please inform The Host and/or the guide(s) immediately and he/she will endeavor to resolve the matter as best we can. Understand that we may be unable to resolve things in a way that is agreeable to all parties. Please be aware that we cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

13. PRIVACY POLICY

We do not share personal participant details with any 3rd parties. Any personal information that you provide to us will be used for business purposes, including (but not limited to) the operation of the retreat, including its workshops, excursions, dining, transportation, etc. This information is also used for administration of the site system and in the compilation of statistics used by us to assess the use of the site. This privacy policy does not cover the links within this site linking to other sites.

14. HEALTH OF PARTICIPANT

It is the participant's responsibility to consult a physician before participating in this Retreat to ensure eligibility for strenuous physical activity. I affirm that I have no medical conditions that would restrict me from participating in physical activities.

I agree that if I experience any medical issues while attending the Retreat, I will contact 911 or my doctor immediately.

I understand and agree that it is my responsibility to let The Host, their principals, guides, agents, employees, partner providers, and volunteers know if I find myself in any pain or discomfort before, after, or during the Retreat.

I, the participant, agree to keep The Host, guides, partner providers, volunteers and other representatives apprised of any changes or upcoming changes concerning my mental, emotional and physical health and/or personal information.

I agree and verify that all of the information that I have given The Host, guides, partner providers and any of its affiliated organizations and/or entities is accurate, up-to-date, and without the omission of any known medical issues.

I agree and verify that if I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold The Host, guides, partner providers and any of its affiliated organizations and/or entities harmless against all liability for any damages that may occur to me or to others because of my omissions, actions or inactions.

If I do require medical treatment or attention while or after participating in the Retreat, I authorize The Host, guides, partner providers and any of its affiliated organizations and/or entities to provide to me, through medical personnel of choice for The Host, guides, partner providers and any of its affiliated organizations and/or entities, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon The Host, guides, partner providers and any of its affiliated organizations and/or entities to provide such assistance, transportation, or services. I agree that I am solely responsible for the payment of any medical costs and agree to hold The Host, guides, partner providers and any of its affiliated organizations and/or entities blameless from any charges, fees, or costs that my conditions may incur.

I ACKNOWLEDGE THAT ANY INJURIES THAT I MAY SUSTAIN MAY BE COMPOUNDED BY NEGLIGENCE FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL.

Emergency Contact for _____

Name: _____

Relationship: _____

Cell: _____

Email: _____

I understand and agree that The Host, guides, partner providers and any of its affiliated organizations and/or entities shall attempt to reach the Emergency Contact listed above should I require medical attention or treatment, but in the event The Host, guides, partner providers and any of its affiliated organizations and/or entities cannot reach that contact and/or the Emergency Contact does not authorize medical treatment, in no way shall The Host, guides, partner providers and any of its affiliated organizations and/or entities be liable for any harm that may arise from the lack of contact and/or any medical treatment authorized with or without input from the Emergency Contact.

I specifically acknowledge and agree that these clauses are not intended to be a general release, which would be limited under some state and local laws.

WAIVER

15. 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, guides, employees, partner providers, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or guide, or contractor, or partner provider, 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, mentally, physically, emotionally and in all respects fit and able to participate in the retreat. I agree that 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, guides, partner providers, volunteers and all other representatives.

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 a licensed medical provider, doctor, psychiatrist, psychologist, therapist, counselor or any of those who provide such healing services. I acknowledge, if it is determined these services are needed, I should consult a professional providing such services.

If I experience pain or discomfort during the retreat, I will modify my response to 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, psychological and other types of care. I understand that The Host is not qualified to perform, diagnose, prescribe, or treat physical, emotional or mental illness.

By agreeing to the terms outlined here and elsewhere on 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 at the Retreat.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws and rules.

Signature

Printed Name

Date



What QE³ Agrees To...

CODE OF CONDUCT

1. First and foremost, our Retreat (the “Retreat”) is dedicated to providing a "Safe Zone," which is a harassment-free experience, for everyone. “Harassment” includes, but is not limited to offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, technology choices, sexual images in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, inappropriate shared content, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention. We do not tolerate harassment of Retreat participants in any form, including at talks, workshops, parties, excursions, activities, via media outlet(s), on Facebook (i.e. Meta), Instagram, LinkedIn, Twitter and all other online media, by any party, including Retreat partner providers and/or others. Participants asked to stop any harassing behavior are expected to comply immediately. Participants violating these rules may be sanctioned or expelled from the Retreat without a refund at the discretion of the Retreat organizers.

If you are harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of retreat staff immediately. Retreat personnel will be happy to help participants find secure environments or contact local law enforcement, provide escorts, or

otherwise assist those experiencing harassment to feel safe for the duration of the experience. We value your attendance.

TRAVEL FROM PICKUP SITE & MEALS

2. While all participants are responsible for their own travel costs to and from the Retreat pick up location, participants may have access to pickup transportation services (at a well-communicated site location to the retreat and back).

All meals will be provided to participants during the Retreat, starting with the reception on the first day through breakfast or lunch on the final day. Should you have any dietary restrictions that need accommodation, you are required to share the specific dietary restriction(s) with us within six (6) weeks of the start date of the Retreat. Should you delay in sharing any dietary restrictions with us past this six (6) week period, we cannot guarantee that your dietary restrictions will be accommodated.

In any event, we encourage you to bring food items that will take care of your dietary needs. The Host and any chefs or caterers participating in the Retreat shall not be held liable for any illness or allergic reaction to any food items provided during the Retreat.

CONSUMPTION OF ALCOHOL

3. Alcohol may be available for consumption at the Retreat. You understand and confirm that alcohol consumption shall be at your own discretion, risk and liability, and that you will be required to produce government-issued photo identification prior to being served any alcohol. You understand that The Host reserves the right to deny you alcohol service and/or excuse you from the Retreat if you become inebriated and misbehave or have the potential to cause harm to yourself or any other person or persons.

If you are excused from the Retreat pursuant to this section, it shall be without any sort of refund or reimbursement by The Host. You hereby assume all risk involved with the consumption of alcohol and unconditionally hold The Host harmless. Additionally, you may be held liable for any damage, breakage, hurt, harm, danger or ill will that your behavior causes, engages, incites or affects.