



QE³ Retreat Waiver, Assumption of Risk & Release

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 Waiver Release terms and conditions.

ASSUMPTION OF RISKS

I, _____, acknowledge that I have voluntarily applied to participate in the retreat designated above, fully understanding that I am purchasing a personal development program. I am voluntarily participating in the retreat with knowledge that if I embark on travel in order to attend, my travel involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. Additionally, I understand that attending and participating in the retreat could involve numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. I assume the risk of negligence on the part of QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat.

I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:

_____.

RELEASE

AS LAWFUL CONSIDERATION for being permitted by QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat to participate in such retreat and accompanying activities, I hereby agree that I, my heirs, legal



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representatives and/or any member of my family will not make a claim against or sue QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat, for bodily injury, death, emotional trauma or property damage resulting from my participation in the retreat.

QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat shall not be liable, directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to the following causes: acts of God, pandemics, epidemics, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft, negligence including negligence of QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat, default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

I therefore release and discharge QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat from and against any and all liability arising from my participation in the retreat even though that liability may arise out of negligence or carelessness on the part of QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat be liable to any retreat participant for more than the land cost of the retreat applied for on this document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using my written application and the procedures described under the "Cancellation and/or Refunds" section below. All applications are subject to acceptance by QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat. Upon acceptance of my application, this agreement shall be deemed to have been entered into at Atlanta, GA and shall be construed according to the laws of the State of Georgia. In the unlikely event a legal dispute should arise involving any subject



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matter whatsoever, I agree that the exclusive venue for any legal action shall be Atlanta, Georgia, United States of America.

I HEREBY ACCEPT THE PRECEDING PARAGRAPHS AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

PAYMENT TERMS & CANCELLATIONS

1. RETREAT PRICING

In purchasing the retreat, you are buying a personal development program. All prices are per person and have been established. Prices include the costs for workshops, coaching exercises, 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 or items not mentioned.

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 Retreat Waiver, Media Release, Statement of Psychological & Medical Condition and Retreat Questionnaire. Your signature on these documents expresses that you accept 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 us at 520 W. Ponce de Leon AV, #1344, Decatur, GA 30030.

You may secure your seat with 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 by 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.*



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* In order to secure your reservation at the Retreat, we must have the following signed forms: **Retreat Waiver, Assumption of Risk & Release Form; Complete Media Release Form; Statement of Physical, Mental & Psychological Health Condition Form; and, a Retreat Questionnaire.**

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 at any time, whether invoices or 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. All refunds and/or reimbursements requests will follow the Strict Cancellation Policy guidelines, stated below. 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 Events@Qe3Inspire.com. We do not issue refunds for deposits, monthly payments and/or full payments beyond the two week mark of the retreat start date. There are no refunds paid after two (2) 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, not reporting or leaving the retreat early.

If you must cancel, please email us at Events@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) -

- Twelve weeks prior to the start of the retreat: Seats are 100% refundable.
- Eleven to nine weeks [ie. 83 - 57 days] prior to the start date of the retreat: We'll refund 50% of your payment.
- Eight (8) weeks prior to the start date of the retreat: All seats are non-refundable.



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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 is 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 Events@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



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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 using the email address 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 and any teachers, employees, guides, partner providers, 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, 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, psychological and/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.



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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 mental, emotional and/or 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.



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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. All persons must sign a separate Complete Retreat Media Release form prior to attending the Retreat. 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 may be left empty and unlocked at times. 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.



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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 mental emotional or medical conditions that would restrict me from participating in any of the retreat activities. Additionally, I understand that attending and participating in the retreat could involve numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. I assume the risk of negligence on the part of QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat. All persons must sign a Statement of Physical, Mental & Psychological Health Condition form prior to attending the Retreat.

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



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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 NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL.

Emergency Contact for _____

Name: _____

Cell: _____

Email: _____

Relationship: _____



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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 authorizes 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 or any medical treatment authorized 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 OF LIABILITY AND ASSUMPTION OF ALL RISKS

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, their affiliates, teachers, guides, employees, partner providers, agents or volunteers or any of their 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, their affiliates, teachers, guides, employees, partner providers, agents or volunteers or any of their affiliated organizations 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 they are 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.



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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, their affiliates, teachers, guides, employees, partner providers, agents or volunteers or any of their affiliated organizations 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. All persons must sign a Retreat Waiver, Assumption of Risk & Liability form prior to attending 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.

I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:

_____.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents of this agreement. I am aware that this is a release of liability and a legally binding and enforceable contract between myself and QE3 Synergies, QE3 Inspire, Renee Hutcherson Lucier, CMC, their affiliated organizations, and their partner service providers, employees, teachers, guides, volunteers or other agencies in connection with said retreat and I sign it of my own free will.

EXECUTED THIS _____ DAY OF _____ 20_____

SIGNATURE _____

PRINT NAME AS SIGNED _____