Costa Rica: The Ultimate Business Refresh A 6-Day Retreat for Small Business Owners

April 14th-19th, 2024

Retreat Agreement & Waiver & Release of Liability

Firstly, I am so glad that you will be joining us for The Ultimate Business Refresh in Costa Rica! I can't wait to spend time with you! Before we get to the fun, we've got to take care of business (see below)!

In consideration of the risk of injury while participating in and for the right to participate in the "Costa Rica: The Ultimate Business Refresh" in Costa Rica ("the Program"), and for good and valuable consideration of the covenants and provisions contained in this Retreat Agreement Waiver and Release of Liability ("the Waiver"), I______[] residing at [______] hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this agreement and waiver and release of liability.

I hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation on the Program, and do hereby release and forever discharge Intentional Practice + Lifestyle, LLC, a Maryland Limited Liability Company ("Intentional Practice + Lifestyle') located at 14815 Manor Road, Monkton, MD 21111, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation on the Program, including traveling via airplane and in a van to, from, and around Costa Rica.

I also agree and acknowledge my understanding of the following:

1. PHYSICAL AND MENTAL FITNESS.

I agree and confirm that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in any travel or activities associated with the Program.

I understand that due to the nature of the Program, and all related travel and activities, Intentional Practice + Lifestyle cannot guarantee or ensure that there will be accessibility for individuals with a physical or mental disability or handicap.

By signing this Waiver, I am acknowledging my understanding of the above and that I do not have any physical limitations, mental health or mobility concerns that would impede my ability to actively participate in the Program.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with travel to and from Costa Rica and any/all activities I may partake in while on the Program.

Potential risks while traveling include: serious injury, or property loss which may include, but are not limited to, loss or theft of personal property, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability), economic or emotional loss, and death.

I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s), and that I assume all related risks, both known or unknown to me, of my participation in the Program.

I acknowledge that Intentional Practice + Lifestyle and its members, representatives and agents, attorneys, staff, and volunteers, or affiliates are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Intentional Practice + Lifestyle.

3. INDEMNIFICATION. I agree to indemnify and hold harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Intentional Practice + Lifestyle incurs any of these types of expenses, I agree to reimburse it.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Intentional Practice + Lifestyle, its agents, and employees.

4. NON-REFUNDABLE & NON-TRANSFERABLE

I agree and acknowledge that the fees for participating in the Program shall not be refunded for any reason, including but not limited to: leaving the Program early for any reason, because of physical or mental stress or harm, illness, or because I was asked to leave early by Intentional Practice + Lifestyle.

In addition, I understand that no fees shall be refunded in the event that prior to the Program commencing, I desire to cancel my participation in attending the Program for any reason.

For this reason, it is recommended that all registered Participants mark their calendars to save these dates and that all Participants make plans that allow them to be fully present and actively participate during this Program. It is also HIGHLY recommended that all Participants purchase Travel Insurance with a Cancel for For any Reason Clause (more details below).

5. HEALTH AND TRAVEL INSURANCE. As part of my participation on the Program, I understand that all Program participants are being HIGHLY encouraged to purchase a travel insurance plan from <u>Global Rescue</u> that contains a Cancel for Any Reason Clause. The link to purchase insurance through this site is: <u>www.globalrescue.com/partner/imiloa</u>.

Once travel insurance has been purchased, please send a receipt to verify purchase to <u>melissa@lifespringcounseling.net</u> & <u>impact@imiloainstitute.com</u>.

If I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I understand that any medical expenses, property damage or loss, injury or death that result during or from the Program are to be borne by me.

I understand and agree to be liable for any and all loss or damage to any property, injury, or death caused by my own willful actions, recklessness.

I understand that if any of the above occurs due to the use of drugs or alcohol by me, it may not be covered by the trip insurance provided by Intentional Practice + Lifestyle for the Program.

- 6. AGREE TO FOLLOW INSTRUCTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any written and/or oral instructions or directions given by any of Intentional Practice + Lifestyle's members, employees, volunteers, representatives and agents, any local officials in Costa Rica, or any party or entity conducting specific events or activities on behalf of Intentional Practice + Lifestyle.
- **7. GROUP PARTICIPATION.** I also understand and agree that as the Program is a group trip, it is the expectation that all trip participants shall remain with the group and shall, as much is feasibly possible, participate in all group activities. If I separate or wander away from the group, Intentional Practice + Lifestyle is not liable for any harm that may occur. If a Participant has a need to leave the retreat property, it is expected that the Participant communicate with a staff member from Intentional Practice + Lifestyle to ensure that someone is aware of your whereabouts.
- **8. USE OF ALCOHOL OR DRUGS.** I understand that this Program will take place on a drug and alcohol-free campus. Therefore, all Program participants understand the expectation to abstain from drug and alcohol use on this campus and while participating in this Program.

There is no smoking in accommodations or on the campus. Smoking is permissible at the gate of the Retreat Center. If participants do smoke at this location, it is expected that all Participants will dispose of all cigarette butts and other paraphernalia and employ a "leave no trace" policy.

- **9. FOOD CONSUMPTION.** Our Program location is a plant-based campus that is animal product free. All meals served throughout the course of this program will be vegan. Our Program is unable to make special requests for Participants who would like meat-based meals. Please make note of this and come prepared if you have need for any dietary supplements.
- **10. VACCINES.** I understand and agree that it is my duty to consult with my doctor to decide what, if any, vaccines I get prior to participating in the Program in Costa Rica.

I understand and agree that failure to secure any and all vaccines before participating in the Program are at my own risk and liability, and release Intentional Practice + Lifestyle and its members, representatives and agents, attorneys, staff, and volunteers, or affiliates from all liability for my failure to secure any vaccines prior to the Program.

In light of the COVID-19 pandemic, Intentional Practice + Lifestyle strongly recommends that all Program participants be vaccinated with the COVID-19 vaccines for your own safety and the safety of others.

11. DISRUPTIVE BEHAVIOR AND DISORDERLY CONDUCT. I understand and agree to the expectation that as a participant on the Program, I shall be polite and respectful to local citizens and local officials of Costa Rica, as well as any Intentional Practice + Lifestyle's affiliates, managers, members, agents, staff, volunteers, or activity coordinators, as well as fellow Trip participants. I understand that I am responsible for my behavior, and if any damage to equipment or facilities occurs, or physical or emotional harm occurs as a result of my own behavior, or because of negligence and/or recklessness, neglect, or willful actions by me, I agree to be held liable for any and all costs associated with my behavior.

I also acknowledge and understand that if I am overly disruptive to the Program or display inappropriate behavior and/or extreme disorderly conduct, I may be sent home early from the Program. By signing below, I understand and agree that it is Intentional Practice + Lifestyle's sole discretion as to what is considered disruptive and disorderly conduct or inappropriate behavior.

12. DIVERSITY & INCLUSIVITY STATEMENT

Intentional Practice + Lifestyle desires to create a Retreat experience where all Participants feel welcomed and valued regardless of their race, ethnicity, religion, gender identity, sexual orientation, country of origin, etc. It is expected that all Program Participants agree to actively participate in creating an inclusive community where all Participants are welcomed and valued. All participants are encouraged to enter into this Retreat with the understanding that we all have something to teach, and we all have something to learn as a result of our different backgrounds and lived experiences.

- **13. APPLICABLE LAW.** I agree and understand that this Waiver shall be construed under and in accordance with the laws of the State of Maryland. Any suit, action or other proceeding whatsoever relating to this Waiver by me or by anyone acting on my behalf which might be brought against Intentional Practice + Lifestyle, I agree and consent that it must be brought in the courts sitting in Baltimore County, and by the signing this Waiver, I accept the jurisdiction of such courts and waive any objections based on personal jurisdiction or venue.
- **14. WAIVER OF JURY TRIAL**. By signing this waiver, I hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or related to this waiver. Any action or proceeding whatsoever relating to this waiver by me or anyone acting on my behalf, shall be tried in a court of competent jurisdiction by a judge sitting without a jury.
- **15. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Waiver and that I have been given a reasonable opportunity to review it before signing. I

further agree and acknowledge that I am free to have my own legal counsel review this Waiver if I so desire.

- **16. SEVERABILITY.** If any part of this Waiver shall be held to be unenforceable, invalid, or illegal, either legislatively or judicially, such provision shall be severed from this Waiver and the rest of the Waiver shall remain in full force and effect.
- **17. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterpart, or may be executed by way of electronic signature, and if so, shall be considered an original.

I ACKNOWLEDGE I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE PROGRAM WHICH MAY 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 DEATH.

I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' 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 THIS TRIP.

I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM VOLUNTARILY SURRENDERING CERTAIN LEGAL RIGHTS AND CONSENT TO DO SO.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY IN ITS ENTIRTY, AND CONSENT TO ALL OF ITS TERMS AND PROVISIONS:

DATED THIS _____ day of _____, 2023

SIGNED BY:

Printed Name of Participant

Signature of Participant

ADDENDUM: ELECTRONIC/DIGITAL SIGNATURES

By signing this Waiver, I agree that my electronic signature below, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual, original signatures.

Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of a paper version of this Agreement bearing my original or electronic signature.

DATED THIS _____ day of _____, 2023

SIGNED BY:

Printed Name of Participant

Signature of Participant

ATTACHMENT A: EMERGENCY CONTACT FORM

Primary Emergency Contact:	
In case of emergency, please contact:	
Relation:	
Phone Number:	
Alternate Phone Number:	
Email address:	
Alternate Emergency Contact:	
In case of emergency, please contact:	
Relation:	
Phone Number:	
Alternate Phone Number:	
Email address:	

Health/Medical Notes:

Please provide us with any information about you that you think is important for us to know in the event of a medical emergency. Examples: Known health conditions, medications, and allergies.

VIDEO & PHOTOGRAPH RELEASE FORM

In consideration of my participation in the upcoming Program, Costa Rica: The Ultimate Business Refresh, I [NAME OF PARTICIPANT]

______residing at [ADDRESS_____] hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily grant Intentional Practice + Lifestyle the irrevocable right and permission to take and use photographs and/or video recordings of me during the Retreat for any purpose, including but not limited to its websites, publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of Intentional Practice + Lifestyle.

I hereby release, acquit and forever discharge Intentional Practice + Lifestyle, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less than eighteen years old, that my parent or guardian has signed this release form below. This release is binding on me and my heirs, assigns and personal representatives.

SIGNED BY:

Your Printed Name

Your Signature and Date

ATTACHMENT B: TRIP INFORMATION & PACKING LIST

- **Pre-Trip Preparation:** Small business owners are busy people, AND we want you to have the best time possible on this Retreat! To do so, please make sure that you mark your calendar to block off the dates for this trip. Please also plan to do the following:
 - Delegate important responsibilities (home or business) to others before your trip, so you can be fully present and off your phones and laptops.
 - Set your out of office message on your phone and email, so that anyone who calls and emails knows that you are away.
- Transportation to SJO Airport: In order to access the private plane charter, <u>all Participants</u> <u>must be at the Domestic Terminal at SJO San Jose, Costa Rica no later than 09:00 AM on</u> <u>the arrival day.</u> For this reason, you will need to choose a flight that arrives no later than 7 AM local time in order to achieve that. If you do not book a flight that arrives by 7 AM local time, you will likely miss our private jet. If your flight was scheduled by 7 AM local time but was delayed due to weather or mechanical issues, our Retreat Host will provide you with free transportation. If you miss the private jet due to booking a flight that lands after 7 AM local time, transportation to our retreat location can be arranged through our Retreat Host at your own expense.
- **Returning Flight and Transportation back to SJO Airport:** Check-out time is 10 AM. On the day of departure, we will be returning to SJO (San Jose, Costa Rica) Domestic Terminal at 11:00 AM or earlier. International departures should be coordinated accordingly.
- **Pre/Post Trip Lodging:** Our Retreat Host has reported that over 60% of guests arrive at least 1 day before the retreat. They've said that other individuals opt to stay in Costa Rica after the trip as a means of unwinding. In the event that you are interested in arriving in Costa Rica early or extending your stay, I have included a list of local hotels that our Retreat Host recommends:

https://thealtahotel.com/

Hilton Garden Inn La Sabana

Located 25-30 mins from SJO airport, walking distance to the La Sabana park, National Stadium, and nearby restaurants. This hotel is a good choice if you would like to explore a bit of San Jose and city surroundings, just be mindful of travel time and transportation options to/from SJO airport. Marriott Hotel Hacienda Belen

An upscale Marriott hotel, located approximately 10 min from SJO airport. We recommend this hotel if you prefer to have a nice property experience and want to be close to the airport.

Hampton Inn Airport Hotel

For a more economical option you may stay at the Hampton Inn located right across the street from the airport. They have a free shuttle between the airport and the hotel included in your stay.

- **Internet:** Wifi will be available at certain locations of our retreat venue. Having said that, we encourage Participants to disconnect from technology as much as possible during this trip. This is YOUR time to retreat + refresh!
- **Phone Service:** Please contact your phone provider prior to our trip to determine if your phone service will work in Costa Rica or if you need to make an upgrade prior to the trip. At a minimum, you and your friends and family can add Whatsapp to your phones (<u>https://www.whatsapp.com</u>), which provides free calls and text messaging via the internet.
- **Travel Insurance:** Don't forget to purchase your Travel Insurance with a Cancel For any Reason Clause via this link. <u>https://partner.globalrescue.com/imiloa/</u> Send receipt verification to <u>melissa@lifespringcounseling.net</u> and <u>impact@imiloainstitute.com</u>.
- Don't forget to go to the following website to consent to our Retreat Host's Terms of Service: <u>https://imiloainstitute.com/consent-nonticketing/</u>
- **Weather:** Please check the weather in Costa Rica prior to arriving to determine the type of clothing that you will be most comfortable in.
- **Towels:** Towels are provided on site. Our Retreat Host requires that white towels only be used in bath facilities and that beach towels be used for the beach. ***Guests are billed if** white towels get dirty from being used at the beach.
- **Clothing:** All participants are requested to bring comfortable clothing suitable for our scheduled activities. Although not an exhaustive list, here is a list of items that you may want to pack for your trip:
 - Your most FUN vacation attire for our opening dinner. (Think Hawaiian shirts, flamingo shirts, or your favorite summery vacation dress)
 - o Sunglasses
 - Sports-related/active wear for hiking and yoga
 - o Sunscreen
 - Mosquito repellant
 - Running shoes / sneakers / hiking shoes
 - Swim suits
 - o Shorts
 - o **T-shirts**
 - Long pants

- Sweatshirt
- Light jacket with hood
- Reading glasses / contacts / contact solution
- Notepad, pen, journal
- Prescribed medications
- Snacks for travel days
- **Valuables:** Participants should consider bringing as little valuables as possible and/or bring a means to secure and store any valuables that they do bring.
- **Vaccines:** You should be up to date on routine vaccinations while traveling to any destination. Some vaccines may also be required for travel. For a list of routine vaccines, please consult your physician or medical provider. Since many vaccines don't produce immunity until at least two weeks after they're provided, it is important you consult with your physician at least six weeks prior to the departure for Costa Rica. For more information, please consult your physician or medical provider and also visit the Center for Disease Control's website at

https://wwwnc.cdc.gov/travel/destinations/traveler/none/costa-rica

- Drugs and Medications:
 - Prescription and Over-the-Counter Drugs: If you are bringing any medications, prescribed or otherwise, you are advised to bring medications in their original containers, clearly labeled. A signed, dated letter from your physician describing all medical conditions and medications, including generic names, is a good idea. If carrying syringes or needles, be sure to have a physician's letter documenting their necessity.
 - **Recreational/Illegal Drugs:** Participants are strictly forbidden from bringing any recreational drugs on the Program. Bringing and/or use of any illegal drugs while on the Program are grounds for being sent home from the Program early.

Ok, this is a lot! In case you can't tell, you are in well-prepared hands! As our trip approaches, we will be scheduling a virtual call for all Participants to meet and go over any questions that you may have! We're going to have a great time!