**TERMS and** **PARTICIPANT AGREEMENT**

*Please carefully read all the terms and conditions of this agreement about the Pinnacle Experience ( hereinafter, “Retreat”) with Totally You, LLC (hereinafter, “Totally You”).**In consideration for being permitted to participate in the Pinnacle Experience ( Retreat ), you have selected with Totally You, you (the undersigned) agree to accept and be bound by the terms and conditions set forth herein.**By signing below, the participant agrees with the following provisions:*

**PAYMENT TERMS:**

1. All Payments are nonrefundable, but they are transferable to another person.
2. If choosing the installment plan all registration fees must be complete by the final payment date. If the total payment has not been paid on or before the final payment due date, Totally You has the right to cancel your reservation.
3. When you provide Totally You with your credit card information for payment on your account, Totally You shall be authorized to charge your credit card. If you sign up for a payment plan to make monthly payments, Totally You shall be authorized to run all charges on or around the time they are due and not require separate authorization in order to do so.

**CANCELLATIONS:**

 Totally You reserves the right to cancel your reservation if your Total Payment is not received on or before the Final Payment Due Date and you will not be eligible for any refunds of any amounts.
Totally You further reserves the right to cancel the Retreat prior to the Departure Date in the event an insufficient number of registrants are confirmed for the Totally You or for any other commercial reason in Totally You sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Totally You, but in no event will Totally You be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

**TRAVEL INSURANCE:**

We strongly recommend the purchase of travel insurance for the Retreat. You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the Retreat with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively “Losses”). You will be solely responsible for any Losses related to your failure to procure travel insurance.  Totally You is not responsible for any Losses you incur and/or sustain.

**PHOTOS, VIDEO MEDIA RELEASE:**

By and in consideration for being permitted to participate in the Retreat, you irrevocably grant Totally You and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, “Likeness”) worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Totally You at its sole discretion.  You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Totally You and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Retreat (by Totally You or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Totally You.

**VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY:**

You acknowledge that you are voluntarily participating in the Retreat with Totally You, which may include strenuous physical activity including without limitation walking, running, hiking, dancing, and various other exercises or physical activity (“Physical Activity”). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Retreat and/or engaging in Physical Activity, which may include the risk of serious injury.

**ASSUMPTION OF RISKS, RELEASE AND IDEMNITY:**

I understand and agree that my participation in activities (planned, discretionary or unplanned) while on the Retreat and the transportation to and from the activities are voluntary.

I understand and agree by participating in activities (planned, discretionary or unplanned) during the Retreat certain risks may arise. I acknowledge that I am willingly participating in the activities (planned, discretionary or unplanned) and that I assume all risks. In consideration for my being allowed to participate in the Retreat, I, the undersigned, my heirs, next of kin, executors, administrators and assigns hereby forever release Totally You, hosting organization, members of its board of directors, and its officers, employees, members, volunteers, instructors, contractors, agents and representatives (the “Released Parties”) from any and all liability, claims, demands, actions or rights of action, related to but not limited to property damage, personal injury, and/or death which are related to but not limited to property damage, personal injury, and/or death, that arise out of, or are in any way connected with my participation in the Retreat, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Parties, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Parties or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Parties.

I agree not to sue any Released Parties for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Parties or anyone else. I agree to indemnify and hold harmless each Released Parties from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Parties or anyone else.

I have read and understood the foregoing assumption of risk and release of liability and fully understand its content. I understand that by signing it I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

**THIRD PARTY SERVICE PROVIDERS and MATTERS BEYOND TOTALLY YOU’S CONTROL:**

Totally You assumes No liability for third party suppliers not affiliated with Totally You: Totally You gives notice that services provided in connection with its Retreat itineraries, including transportation, hotel accommodation, restaurants and other services, while Participant is attending the Retreat, are purchased from various independent suppliers/contractors who are not affiliated with Totally You in any way. Although Totally You endeavors to choose among the best suppliers available, Totally You has no right or duty to control their operations. Totally You shall not be liable for in any manner whatsoever and for any reason for any damage or injury to **person or property caused through the conduct or default of any contractor, company or individual engaged in providing these services.**

**GENERAL**:

1. Entire Agreement.  This Agreement constitutes the entire agreement between you and Totally You, and supersedes any prior agreement, regarding the subject matter herein.  You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Totally You Party.
2. Force Majeure. If Totally You is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Totally You’s reasonable control.

**I have carefully read this agreement in its entirety and sign it voluntarily. By signing below, I signify that I understand and agree with all provisions of this document. I attest that I am over eighteen (18) years of age and am not a minor in my state of residence.**

**Print Name Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Participant** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_