

TAMMYGUEST

Retreat Participation Agreement

1. Introduction

Please carefully read the legally binding contract below, make sure you understand how it applies to you, and sign to acknowledge your acceptance. This Agreement and your completed intake form must be completed and returned to me at least 1 month before the Retreat date. You cannot attend the Retreat without signing this Agreement, and if I have not received your intake form with sufficient time, I cannot guarantee that suitable food, resources and appropriate support will be available for you.

My intention in facilitating this Retreat is to provide a safe and inclusive space for you to experience transformation, both personally and professionally, while enjoying self-care and time away from your normal routine. My Retreats always include an element of surprise, with a facilitated adventure to bust you out of your comfort zone.

This Retreat is run by the Guest Family Trust, trading as Tammy Guest ABN: 60 977 489 454.

Your details as a Retreat Participant are provided to me in the intake form which is to be filled out during the onboarding process. I am entitled to rely on the details you provide in that form.

If you have any questions or need to contact me, please email hello@tammyguest.com.

If anything in this Agreement is unclear, please seek independent advice to ensure you fully understand your rights and obligations. I encourage you to negotiate any clause of this Agreement which feels unfair to you.

I welcome constructive feedback as an opportunity to review and improve my practice. Please feel free to email me to discuss any issues that arise.

2. Retreat details

All the important information about the Retreat, including dates, location, price, and payment plans can be found in the links provided to you during the onboarding process.

3. Payment

All prices are in Australian dollars and include GST.

Payment is required by credit card using Stripe. I do not have access to your credit card information.

If your payment is late, you will receive 3 automatic reminder notifications, and the team will reach out to see if there are extenuating circumstances. However, if your payment is not received in full by the due date, then your participation will be rescheduled to the next Retreat.

This contract was prepared by



Michelle Whitehead

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All payment plans must be paid IN FULL before the Retreat.

The cost of the retreat does NOT include any airfares, travel arrangements or insurance. It does include accommodation and some meals, as outlined below.

4. Refunds

There is no Refund if you change your mind about participating in the Retreat.

If you are unable to attend, you may choose to reschedule to the next Retreat or transfer your place in the Retreat to someone else up until 1 month before the Retreat date.

If you are transferring your place in the Retreat, it is your responsibility to notify me and provide me with your transferee's contact details so that I can ensure they sign this Agreement and complete the intake form.

If you are prevented from attending the Retreat due to extenuating circumstances beyond your control, such as covid or a death in the family, please notify me immediately. If it is more than 1 month before the Retreat, I will refund your payment in full. If the Retreat is less than 1 month away, I will negotiate a resolution which may include transferring your participation to a later Retreat or charging an administrative fee for processing your refund.

5. Communication

All important communications will be by email, so please make sure I have your best email address and am marked as a contact. That way you are more likely to see my messages. It is not my responsibility if you miss any important communications sent to the email address you provided.

You will also be provided with my contact details to be supplied to your family for use in case of emergency.

6. The Retreat Content & Structure

You can expect to receive:

Before the Retreat

You will be provided with:

- A suggested packing list
- An information guide for all planned activities
- A series of onboarding videos

During the Retreat

- Group facilitation, generally in the morning
- Shared mealtimes
- A welcome dinner and closing ceremony
- Most afternoons are either integration time or optional adventure activities

Please be aware that we will be working in flow, seeking what serves the highest outcome for all participants. As a result, I try to keep our planning flexible and adaptable, leaving room for the Retreat to evolve to suit the Participants. If for any reason you feel dissatisfied with your

Retreat experience, please let me know privately, and I will attempt to find a mutually satisfactory solution.

I ask that all Retreat Participants adopt a playful, curious frame of mind to help us co-create an incredible connected and productive experience.

You acknowledge that the Retreat is held at third party premises. Although I endeavour to choose the venues carefully, I have no control over, or liability for, any claims or issues with the venue.

7. Travel Arrangements

You are responsible for researching, obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, vaccinations, money in the appropriate currency and any other required documentation in respect of your participation in the Retreat or further travel or sightseeing that you choose to do.

I am not responsible if you are denied entry to or exit from any country or location due to lack of valid and appropriate travel documents.

The Retreat package does not include flights, travel from the airport to the venue or any other travel of any kind. You are responsible for making your own travel arrangements.

8. Insurance

I strongly recommend the purchase of appropriate travel insurance for the Retreat.

You are solely responsible for the cost of any such travel insurance and for 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 are solely responsible for any Losses related to your failure to procure travel insurance, and you indemnify me against any and all Losses you may experience that are not directly and clearly attributable to my negligence or that of my team.

9. Accommodation

Accommodation is included in the cost of the Retreat package.

Details are set out in the information provided to you during the onboarding process.

If anything about the accommodation does not meet your expectations, please bring your concerns directly to me rather than complaining to staff at the venue.

10. Arrangements for Food & Meals

Three meals a day are included in the cost of the Retreat package.

Please note that you are solely responsible for supplying your own snacks, fancy coffee and alcoholic beverages.

Prior to the Retreat, you will be asked to fill out a form specifying your dietary requirements. I will do my best to ensure your dietary needs are met. but if you have strict eating requirements you may need to cater for yourself. I will advise you of this in advance.

11. Internet Access

Wi-fi access is usually provided by the venue. If it will not be available, you will be warned well in advance.

Any costs or charges associated with your use of mobile data are entirely your own responsibility.

12. Integration & down time

There will be regular periods of free time in the evenings, when you can do your own thing. We often choose to spend this time together socialising, but you are free to do whatever you wish after 5pm.

If you choose to go exploring at any time, please take care for your own safety. Let me know where you are going before you leave, be mindful of your own safety at all times, and remember that different standards of respect for pedestrian safety may apply in foreign locations.

It is strongly recommended that if you are not attending the optional activities, you use this as integration time and prioritise rest, self-care and connection. (I hope it goes without saying that going out and getting blotto will not be appreciated.)

13. Adventures & voluntary participation

Adventures provided by third-party operators (Guides) are offered to enhance your Retreat experience. All Adventures are entirely optional, and your participation requires a voluntary assumption of risk. (That means you have carefully considered your capacity to participate and have made an informed decision about whether the Adventure is right for you.) All Adventure participants must strictly obey the Guides' instructions and exercise appropriate cultural sensitivity at all times.

You agree that your participation in the Retreat including any optional Adventures is entirely a result of your own free will. You are aware and accept that some individuals – including you – may experience strong physical and emotional reactions. You understand that participants typically are not screened nor barred from attendance, because you are expected to take ownership of your journey, assess your own capacity for participation, monitor your own well-being and modify activities for your needs as required.

14. Cancellation by me

I reserve the right to cancel or reschedule the Retreat prior to the start date due to unforeseeable restrictions including but not limited to economic, weather, health, financial, conflict or similar unpredictable or dangerous conditions that amount to a force majeure or for any commercial reason at my sole discretion.

If I have to cancel the Retreat under this clause, you will be transferred to the next Retreat, which will be held within 12 months.

I will endeavour to provide as much notice as possible if cancellation or rescheduling appears likely, and I strongly recommend that you take out adequate travel insurance and satisfy yourself that it will cover any potential loss. I will not be responsible for any other amount including but not limited to preparation costs, airfares, travel documents, accommodation planned for before or after the Retreat or any other losses.

In the event of a natural disaster, pandemic, or other high risk situation, safety becomes our first priority. Any failure to deliver due to circumstances beyond my control will not provide grounds for a refund. I will work with you to make up what we have missed at a time when it is mutually safe and convenient for us to do so. You agree that this is entirely reasonable.

15. My Responsibility

It is my responsibility to:

- ❖ show up and be awesome
- ❖ impart my knowledge to the best of my ability
- ❖ create a safe, fun and memorable experience
- ❖ provide an environment conducive to connection, and
- ❖ challenge you for your highest good to get out of your comfort zone.

Fair warning, on day 3 I will challenge the fuck out of you. You may be crying by day 3's dinner, but I invite you to trust in the process, knowing that day 4 and 5 will be amazing as a result.

I will do everything I can to make sure that the Retreat goes ahead as planned and that we stick to any plan that we have agreed while we are there. I will try to ensure that you feel safe, comfortable and supported at all times.

I will also provide you with accountability and guidance to help you achieve your goals for the Retreat.

My Retreats are held in hired accommodation in Australian and international locations. I familiarise myself with the venue and its procedures in advance, and my initial welcome and housekeeping presentation will include important safety information. Please ensure you listen to and understand this information and take responsibility for your own wellbeing. If you notice anything during the Retreat that could create a danger for Retreat participants, please let me know about your concerns.

At all times, I encourage you to ask questions - including before the Retreat - if you have any anxiety about anything, so I can assist you in making this Retreat a positive experience to remember.

16. Your Responsibilities

Take care for your own well-being and safety. Allow a certain amount of flexibility; expect the occasional unexpected. Double check that you have packed any medication you need before you leave. Have your own personal emergency plan backups, including money, contacts, and a strategy in case shit hits the fan.

Set an intention to fully show up for yourself, and make sure you bring the recommended resources. Be honest about what you need and put thought into setting realistic goals.

Be a positive factor in the group, participating cheerfully with our activities. Play nice and respect the confidentiality, privacy, emotions, and safety of other Participants. What is said on Retreat stays on Retreat!

Let's not be rude! In particular, don't abuse my generosity by over ordering, or being disrespectful to the people who are helping to provide the Retreat experience for you.

Finally, I ask that you conduct your own research about the location of the Retreat and ensure that you are aware of and sensitive to any local cultural requirements. Festivals and cultural celebrations may cause disruption at certain times of the year, and you are expected to be respectful and patient when navigating such events.

17. Care for yourself

Accountability and personal responsibility are essential to your wellbeing. Be mindful of your physical well-being and proactively manage your energy. If you have any concerns or problems, communicate with me! I don't know what is going on for you unless you tell me.

Please do not take anything personally. Everyone on the Retreat is on their own journey. Know that you are in a safe place and reach out for our support when you need it.

Give yourself the time you need to integrate, shift, change and embody rather than rush anything or compare your experiences to others. Please do not compare yourself to anyone else. Be patient with your unique evolution.

18. Care for Retreat property

Please be respectful of the venue and its surrounding environment. All Participants must keep the Retreat venue's fixtures, fittings, furniture and effects in a clean and good condition and shall replace any articles which are destroyed or missing with articles of a similar kind and of equal value.

19. Care for your belongings

Before the Retreat, I will email you a general list of what to bring based on my previous experience. This list is intended as a guide, and you are to use your own judgment and make informed decisions about what you will need.

I am not liable for any theft, loss or damage to any of your personal belongings during the Retreat. This includes any items left behind in your room or left unattended in the common areas of the Retreat venue. Please take appropriate care to ensure your belongings are safe.

20. Care for other people

You are here for a collaborative community experience which involves honouring each other's values and beliefs. When people gather together, we all come with our emotions, vulnerabilities, thoughts, stories, triggers and trauma. Please do your best to 'hold space for each other' and not get caught up in too much ego or judgment. Appreciate that we are all unique and different.

I ask that you aim for a neutral perspective and honour other people's experiences, points of view and way of seeing the world. I totally honour and respect each of your business and personal journeys. Leave your judgment at home. Rather than judge, making decisions about

right or wrong, please understand that every person sees the world differently, and every person, practice and business is different.

As a healer, coach or facilitator, the temptation to help may be strong. I ask that you do not give unsolicited advice. Always respectfully ask for permission to share your perspective regarding someone else's situation and speak to me privately if you are concerned about their wellbeing.

Boundaries are everything on a communal Retreat. Honour other people's space and processes. Be aware of your space and other people's space. Respect everyone's right to take time alone to integrate and not socialise. This is not a social retreat. Please be mindful of others' time out.

Rudeness and discourtesy will not be tolerated at the Retreat. I reserve the right at my sole discretion to ask anyone displaying any violence, aggression or abuse of any sort to leave the Retreat. My decision in this regard is final and no further correspondence will be entered into. I will not refund payment or accept any consequential liability of any kind. It is a decision I will not make lightly, but I take my responsibility for holding a safe space for all Participants and staff very seriously.

21. Drugs, Alcohol & Smoking Policy

The Retreat is strictly a drug and smoke free zone.

I have a BYO policy on alcohol but ask that you consume responsibly and behave respectfully at all times.

22. Marketing and promotional activities

You must not directly promote or try to sell your services to another Retreat participant during Retreat activities.

Any transaction that Retreat participants enter into (such as purchasing services from each other) is entirely between them, and I have no role in or responsibility for such transactions.

23. Confidentiality

This is a BIG one! Throughout the Retreat we will be sharing information about our businesses and personal lives that is not in the public domain, including discussing our ideas and trade secrets. It requires a huge amount of trust to open up to connection through intimate personal vulnerability, and that is part of the magic of being on Retreat. As a result, it is an essential condition of your participation in the Retreat that you respect everyone else's intellectual property and confidentiality (including mine). Anything shared must be assumed to be private, sensitive information which must be kept confidential and not disclosed to anyone else without explicit permission.

24. Age, health & fitness of participants

This Retreat is only offered to those over the age of 18, and no babies or children are permitted to accompany Retreat Participants unless discussed and agreed in advance.

As a condition of participation in the Retreat, you represent to me that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation, including any physical activities.

You agree that you will discuss and address any questions or concerns you may have about your physical or mental health with an appropriately qualified healthcare professional prior to the start of the Retreat. Documentation from your physician confirming your clearance to participate in the Retreat must be provided on my request.

If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Retreat, you agree that you will cease participation immediately and seek appropriate medical attention.

25. Medical Treatment & Emergencies

If, in the event of a medical emergency, assistance is called on your behalf, you agree to go with the paramedics in the ambulance to any hospital they recommend.

Please remember that if we are travelling overseas, we may not have access to the same standard of health care as you enjoy at home, and that you may incur unexpected expenses, or need to change your travel plans if you become ill. As a result, I strongly repeat my encouragement that you purchase travel insurance with appropriate coverage for your needs.

We ALWAYS have a plan B for unexpected medical situations and disasters. Safety is our first priority, and if we need to enact our emergency plan, you agree to give your full cooperation. Any failure to deliver due to circumstances beyond my control will not provide grounds for a refund. I will work with you to make up what we have missed at a time when it is mutually safe and convenient for us to do so.

26. Photos, videos & other media release

You are welcome to take and share your own photos while on the Retreat, while always being respectful of the wishes of other people who may be in the photos. Make sure you tag me if you are sharing photos on social media!

The Retreat activities and 1:1 sessions may only be recorded with the permission of everyone who is present.

The release below applies to all photographic, audio, and/or video recordings collected as part of, in connection with, or during the Retreat (by me or any third party authorised by me).

You consent and authorise me to use your name, voice, appearance, image, words and participation in whole or in part in any photos or recordings that I take at the Retreat with your permission, and any future materials I create using them. You understand that I intend to use these photos and recordings for educational, promotional and commercial purposes.

You understand that I do not have any obligation to use all or any part of your participation in the Retreat, and I may edit any audio or visual recording of your participation at my discretion. You give me the right to reproduce, advertise, and publicise your participation in the Retreat without compensation to you. You agree that I shall own all rights, title and interest, including copyright, in the originals and all copies of any audio, visual, or written recordings I make, in perpetuity, with full media and worldwide rights.

You further understand and grant me permission to electronically display any such likeness or recording of you on the Internet or in other public settings.

You agree to 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 from or related to the use of your likeness.

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 me or on my behalf.

I promise that all such recordings will be unobtrusively obtained, carefully chosen and sensitively edited to showcase the Retreat experience while maintaining the safety and connection of our experience together. If you should find any use of your likeness distressing, please contact me to discuss your concerns.

27. Our legal relationship

You engage me to provide the Retreat to you personally, and where appropriate, through my contractors, employees and agents. Our legal relationship is that of a principal and independent contractor.

Nothing contained in this Agreement will constitute or deem me (or any of my contractors, employees or agents) to be your partner, employee or agent, or vice versa.

28. Intellectual Property

You acknowledge that all material that I choose to share with you (including all information, names, models, exercises or processes and so on) consists of copyright, unregistered trademarks and trade secrets owned by me.

Under NO circumstances are you allowed to market, promote or use any of the Retreat material in any way without my express written permission. It is provided to you for your personal use in connection with the Retreat ONLY.

I am providing you with access to information for the purposes of this Retreat which is not in the public domain. You must not discuss or disclose my confidential information to anyone not directly involved in the Retreat.

For the sake of clarity, all intellectual property shared with you during the Retreat by me remains my property. Other Retreat Participants retain ownership of their own intellectual property. This means that you must not share, copy, re-publish, edit or sell any content that is not your own creation for business or commercial use, or in any way without the explicit prior consent of the content creator, which they are entitled to refuse. PLEASE don't pinch anyone else's ideas without clear permission. That's just nasty.

29. Guarantees

I do not offer any guarantee of results. Nor can I promise that you will achieve your goals. I will give my absolute best information, advice and strategies, but you are solely responsible for implementing it and doing the work. There is also no guarantee that even if you do the work, you will achieve the desired results or outcomes, as this is dependent on a wide range of factors outside my knowledge or control.

30. Indemnity

You agree to indemnify, defend, hold harmless, release and absolve me from all liability, in all reasonable respects.

My suggestions and guidance only ever provide you with options for your consideration. You are solely responsible for the choices that you make, so it is important that you stand in your power, conduct your own research, seek professional advice if you have concerns and make informed decisions about what is right for you in your individual circumstances at this time in your journey.

You understand and agree that your participation in every part of this Retreat is undertaken of your own free will and desire to participate and you agree to accept full responsibility should anything happen to you, physically, mentally or emotionally under such circumstances.

You waive any claims to compensation to the full extent that might be permitted by law.

31. Limitation of Liability

You expressly agree that my total cumulative liability for all causes of action of any kind shall not exceed the amount that you paid to me for your attendance at the Retreat.

32. Jurisdiction

My business is based in the state of New South Wales. The validity, interpretation and performance of this Retreat Agreement will be governed by the laws of New South Wales and the Commonwealth of Australia.

33. Dispute Resolution

If any concerns or issues arise out of this Retreat Agreement, or your participation in the Retreat, come and talk to me with the intention of making a genuine effort to seek a win/win solution and resolve any dispute by negotiation and discussion.

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not both based within 100kms of each other.

The mediator is to be appointed by agreement between us or failing agreement within 21 days of the first notification of the dispute, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of New South Wales or similar neutral authority. We agree to share the costs of mediation equally between us.

We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

If a dispute arises, we all agree that we will not engage in any public discussion about the issues, we will behave politely towards each other, and we will avoid any conduct or communication which might reasonably be expected to be detrimental to any other person's business or personal interests.

Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of New South Wales, and the Commonwealth of Australia, will have exclusive jurisdiction.

34. General Provisions

This Agreement may be amended by negotiation between us. It is sufficient for a variation to be contained in an email exchange where we each express clear consent to the proposed changes.

It constitutes the entire Agreement between us with respect to its subject matter.

I have read and understood this Agreement and am willing to be bound by its terms.

Signed:

Signature:

Date: