

Retreat Participation Agreement

1. Introduction

Please carefully read the legally binding contract below, make sure you understand how it applies to you, and check the checkbox on your registration form to acknowledge your acceptance. You cannot register for the Coach to Success Mastery Retreat (the “Retreat”) without acknowledging acceptance of this Agreement.

Our intention in facilitating this Retreat is to provide a safe and inclusive space for you to experience personal and professional transformation while enjoying self-care and time away from your normal routine. Our Retreats always include an element of surprise and activities to bust you out of your comfort zone.

This Retreat is run by Coached to Success, trading as Coached to Success ABN: 83802610104

The intake form will be filled out during registration, and it will provide us with your details as a retreat participant. We are entitled to rely on the details you provide in that form.

If you have any questions or need to contact us, don't hesitate to contact Amanda McCloy.

We welcome constructive feedback as an opportunity to review and improve our Retreats. Please feel free to email us to discuss any issues that arise.

2. Retreat details

The information provided on social media and in retreat artefacts includes all the important information about the Retreat, including dates, location, price, and payment plans.

3. Payment

The price for the Retreat is \$1,500.

All prices are in Australian dollars and include GST.

Payment is required by direct deposit (only)

Coached to Success

BSB: 062 692

A/C: 4658 2962

The retreat cost does not include airfares, travel arrangements, or insurance. However, it does include accommodation, catering and Retreat materials.

a. Payment in Full

The Retreat can be paid for in full during the registration process.

b. Payment Plans

Payment plans will consist of two payments: non-refundable deposit and balance owing. A non-refundable deposit of \$500 must be made at the time of registration.

The remaining \$1,000 payment must be made in full 90 days prior to the Retreat.
If full payment is not made within 90 days, your Retreat will be cancelled, and all deposits will be forfeited.

4. Refunds

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

If you are unable to attend, you may 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 us and provide us with your transferee's contact details so that we 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 a death in the family, please notify us immediately. If it is more than one month before the Retreat, we will refund your payment in full. If it is less than one month away, we 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 communications will be by social media and email, so please make sure you put your best email address on your registration form. That way, you are more likely to see our messages. It is not our responsibility if you miss any important communications posted or sent to your provided email address.

You will also be provided with a Retreat representative's contact details, which you should supply to your family in case of emergency.

6. The Retreat Content & Structure

You can expect to receive a *Retreat Handbook*

You will be provided with:

- A suggested packing list
- Itinerary
- Group coaching insights
- Coaching materials
- Other information as required

Please be aware that we will be working in flow, seeking what serves the highest outcome for all participants. As a result, we 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 us know privately, and we will attempt to find a mutually satisfactory solution.

We ask that all Retreat Participants adopt a playful, curious mindset to help us co-create an incredible, connected, and productive experience.

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

7. Travel Arrangements

The Retreat package does not include flights, travel from the airport to the venue, or other travel.

You are responsible for making your own travel arrangements.

8. 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 us.

9. Arrangements for Food & Meals

Main meals and some snacks are included in the cost of the Retreat package.

During registration, you will be asked to specify your dietary requirements. We will do our best to ensure your dietary needs are met, but if you have strict eating requirements, you may need to cater for yourself. We will advise you of this in advance.

10. Internet Access

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

Any costs or charges associated with using mobile data are entirely your responsibility.

11. Integration & down time

There will be regular periods of free time throughout the Retreat 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.

If you choose to explore at any time, please take care of your safety. Let us know where you are going before you leave, and always be mindful of your safety.

It is strongly recommended that you also use this as the time to prioritise rest, self-care, and connection.

12. Cancellation by me

We 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 force majeure or for any commercial reason at our sole discretion.

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

We will provide as much notice as possible if cancellation or rescheduling appears likely. We 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 our control will not provide grounds for a

refund. We 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.

13. Our Responsibility

It is our responsibility to:

- show up and be awesome
- impart our knowledge to the best of our 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, we will challenge the fuck out of you. You may be crying by day 2's lunch, but we invite you to trust in the process, knowing that what comes next will be amazing as a result.

We will do everything we can to ensure that the Retreat goes as planned and that we stick to any plan we have agreed on while we are there. We will try to ensure that you always feel safe, comfortable and supported.

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

We familiarise ourselves with the venue and its procedures in advance, and our 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 us know about your concerns.

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

14. Your Responsibilities

Take care of 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 in our activities. Play nice and respect other Participants' confidentiality, privacy, emotions, and safety.

What is said on Retreat stays on Retreat!

Let's not be rude! In particular, don't abuse our generosity by overconsuming or disrespecting the people who are helping to provide the Retreat experience for you.

15. 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 us! We don't know what is going on for you unless you tell us.

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.

16. 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 clean and in good condition and shall replace any articles that are destroyed or missing with articles of a similar kind and of equal value.

Ensure you stick to any rules set by the venue's third-party owner. Failure to do so can result in the retreat being cancelled out of our control, and no refunds will be given for the remaining portion of the retreat.

17. Care for your belongings

Before the Retreat, you will receive access to the Retreat Handbook with a packing list of what to bring. This list is intended as a guide; you are to use your judgment and make informed decisions about what you will need.

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

18. Care for other people

You are here for a collaborative community experience that involves honouring each other's values and beliefs. When people gather together, we all bring 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.

We ask that you aim for a neutral perspective and honour other people's experiences, points of view and ways of seeing the world. We totally honour and respect each of your business and personal journeys. Leave your judgment at home. Rather than judge and make decisions about right or wrong, please understand that every person sees the world differently, and every person, practice and business is different.

Please do not give unsolicited advice. Always respectfully ask for permission to share your perspective regarding someone else's situation and speak to us privately if you are concerned about their well being.

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. We reserve the right, at our sole discretion, to ask anyone displaying violence, aggression, or abuse of any sort to leave the Retreat. Our decision in this regard is final, and no further correspondence will be entered into. We will not refund payment or accept any consequential liability of any kind. It is a decision we will not make

lightly, but we take my responsibility for holding a safe space for all Participants and the team very seriously.

19. Drugs, Alcohol & Smoking Policy

The Retreat is strictly a drug free zone.

Smoking is only permitted in areas set out by the venue owner. Smoking indoors or in covered areas will not be tolerated. If this is not complied with, you will be responsible for any costs associated. Please ensure that you pick up all the rubbish.

Alcohol will only be available for one night. Please consume responsibly and behave respectfully at all times.

20. 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 we have no role in or responsibility for such transactions.

21. Confidentiality

This is a BIG one! Throughout the Retreat, we will share information about our businesses and personal lives that are 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 essential to your participation in the Retreat that you respect everyone else's intellectual property and confidentiality (including ours). Anything shared must be assumed to be private, sensitive information which must be kept confidential and not disclosed to anyone else without explicit permission.

22. 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 us 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 before starting 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.

23. Medical Treatment & Emergencies

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

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 cooperate fully. Any failure to deliver due to circumstances beyond our control will not provide grounds for a refund. We 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.

24. Photos, videos & other media release

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

Participants may only record the retreat activities and sessions (audio and/or video recordings) with the permission of everyone 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 us or any third party authorised by us).

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

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

You further understand and grant us 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.

We 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.

25. Our legal relationship

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

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

26. Intellectual Property

You acknowledge that all material that we 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 us.

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

We are providing you with access to information that is not in the public domain for the purposes of this retreat. You must not discuss or disclose our 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 us remains our 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.

27. Guarantees

We do not offer any guarantee of results. Nor can we promise that you will achieve your goals. We 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 our knowledge or control.

28. Indemnity

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

Our 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 exercise 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. 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 law might permit.

29. Limitation of Liability

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

30. Jurisdiction

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

31. Dispute Resolution

If any concerns or issues arise out of this Retreat Agreement or your participation in the Retreat, come and talk to us 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 a similar neutral authority. We agree to share the costs of mediation equally.

We agree that neither of us will commence legal action until the independent mediator has exhausted the potential for negotiation and mediation.

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 that might reasonably be expected to be detrimental to any other person's business or personal interests.

Regardless of where you live in Australia, 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.

32. 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:

Name: