

Retreat Terms and Conditions

Effective January 1, 2023

These Terms and Conditions constitute a legally binding agreement (“Agreement”) made between you, whether personally or on behalf of an entity (“You” or “Participant”) and **Tania Maduro d/b/a Life With Tania presenting TRAVEL WITH TANIA FRIENDSGIVING IN ARUBA** (“Retreat,” “we,” “us” or “our”) concerning services provided by Life With Tania as well as your access to, and use of, the website and any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

Article 1 - MODIFICATION AND CHANGE OF EVENTS

The Retreat reserves the right to change the itinerary of events at any point during the retreat itself. Further, if the Retreat believes that the schedule of events is not conducive to organized personal self-growth and development, then the Retreat will step in and re-organize in a manner that best promotes the goals and ideal outcomes of the retreat. The Retreat reserves the right at any point to change any location or set time for an event based upon environmental, geopolitical, interpersonal, or scheduling concerns.

Article 2 – TRAVEL

The Organizer does not arrange for the Participant’s airline, train, bus or other transportation and bears no responsibility or liability for delay or cancellation of flights, trains, buses or other forms of transportation.

Within this Article, the Participant will observe information regarding the Embarkation/Disembarkation Card as mandated by the Government of Aruba. It is the sole duty of the Participant to determine if they must register for the ED card prior to arriving in the Country of Aruba. Life With Tania/the Retreat is merely supplying relevant information to each Participant on the grounds to alert each Participant to specific travel notices they may be required to fill out in preparation for the Retreat. Further, Life With Tania will not be liable in the event a Participant fails to fully prepare for travel and will not supply a refund to a Participant after the September 1, 2023 deadline. Further, Life With Tania strongly encourages the individual Participant to be aware of United States Department of State Travel Notices prior to leaving for the Country Aruba. Life With Tania/the Retreat firmly recommends that each Participant researches and prepares themselves for international travel.

The Participant is required to fill out/submit an Embarkation/Disembarkation Card as mandated by the Government of Aruba. In accordance with the State Decree of Admittance AB 2009 no. 59, the online ED card is mandatory for all travelers to Aruba. All non-resident travelers, including visa required countries, are required to obtain an online travel qualification using this

system prior to being granted permission for boarding.

If you have been qualified to travel to Aruba, it establishes that you are eligible to board an inbound plane to Aruba, but does not exempt you from COVID-19 screening and testing nor establish that you are admissible to Aruba. Upon arrival to Aruba, the respective authorities have the prerogative to screen and test you for COVID-19 as well as interview you in order to determine if you are freely admissible to Aruba under the Immigration laws and applicable health rules and regulations. All information provided by you, or in the case you act as a legal guardian, must be true and correct.

The website where the Participant must fill out this ED Card is as follows:
<https://edcardaruba.aw/> .

Although all travelers with an arrival date of **July 8th, 2022, or later**, are **no longer required to purchase the [Aruba Visitors Insurance](#)**, all travelers are still required to complete [aforementioned Embarkation/Disembarkation Card](#) before arrival, which is the country's digitized customs and immigration process. It is highly recommended for each traveler to have travel insurance with COVID-19 coverage. In case you have already purchased the insurance, you will remain covered for COVID-19-related expenses.

The Participant is highly encouraged to purchase and maintain travel insurance during the entire length of the Retreat. It is the Participant's responsibility to ensure that they are adequately insured for the duration of the Retreat for illness, injury, emergency evacuation, property damage, cancellation and all other contingencies. No insurance is provided for Participant by the Organizer or by the retreat center. Participant must email their certificate of coverage to the Organizer at info@lifewithtania.com.

Article 3 - HEALTH AND FITNESS ELIGIBILITY

The Participant indicates their acknowledgement and agreement to, and warrants that they satisfy the following health and fitness requirements:

- a. Participant must be in good physical and mental health to attend the retreat. It is the Participant's responsibility to consult a physician before participating in this Retreat to ensure eligibility for physical activity.
- b. Participant must disclose to the Organizer in Article 2 above, any pre-existing medical conditions/diagnosis (including pregnancy) chronic/recurring illnesses, recent illness (such as Covid-19), food allergies, physical ability/disability, and any prescribed medications that could interfere with the Participant's ability to participate safely in the Retreat.

- c. Participant understands that if any of the information they provided about their health changes, they have an ongoing duty to update the Organizer before any recreational or sight-seeing activities.
- d. Participant agrees to contact their physician/medical personnel immediately if any medical issues are experienced.
- e. Participant understands that if any medical treatment or attention is required during or after participating in the Retreat, the medical costs, charges and fees are the responsibility of the Participant.

Article 4 - PROHIBITED BEHAVIORS

To maintain a peaceful and transformational environment for all Participants, the following behaviors are prohibited:

- a. The possession or use of controlled substances in the Participant's rooms or at the Retreat are prohibited.
- b. Harassment, abuse, threatening others or otherwise violating any person's legal rights at the Retreat is prohibited.
- c. Engaging in or creating any unlawful gambling, sweepstakes or pyramid schemes at the Retreat is prohibited.
- d. Publishing or distributing any obscene or defamatory material, (verbal statements threats etc.) or any material that incites violence, hate, or discrimination towards any group at the Retreat is prohibited.
- e. The Participant may **not** engage in sex-based harassment that creates a hostile environment in or under any program or activity of this Retreat. "Sexual harassment" is unwelcome conduct of a sexual nature, including but not limited to unwelcome sexual advances; requests for sexual favors; or other verbal or nonverbal conduct of a sexual nature, including rape, sexual assault, and sexual exploitation. In addition, depending on the facts, dating violence, domestic violence, and stalking may also be forms of sexual harassment.

Article 5 - ASSUMPTION OF RISK AND RESPONSIBILITY

The Participant acknowledges that their participation in the Retreat may involve risks. The participant accepts full responsibility for the consequences of their use or non-use of information provided by the Organizer during the retreat. It is the Participant's responsibility to familiarize themselves with all possible risks involved and to use their own judgment and due diligence before using the information and practices they receive from the Organizer during the retreat. Participant agrees and acknowledges that the Organizer is not liable for any harm that may come to them due to their participation in the Retreat. The Retreat and Life With Tania firmly encourages that each Participant purchases travel insurance. Life With Tania bears no liability for any incident/accident/injury that a Participant may sustain on the Retreat. Further, it is very important for each Participant to thoroughly consider purchasing travel insurance.

Article 6 – WAIVER AND RELEASE OF LIABILITY FOR RETREAT

The Participant hereby agrees to release, forever discharge, and hold harmless the Organizer and their employees, agents, teachers, instructors, independent contractors, suppliers and other representatives, and their heirs, successors and assigns ("Released Parties") from liability and any claims relating to or caused by the Participant's attendance and participation at the Retreat. The Participant agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors and assigns.

The Participant further releases the Organizer and other Released Parties for any claim, demand, dispute or other legal action which may arise from the Participant's dispute with any other Participant.

Participant acknowledges that the Organizer is not responsible for the safekeeping of the Participant's personal property while at the Retreat.

Article 7 - WAIVER AND RELEASE FOR YOGA, MEDITATION, SOUNDBATH AND OTHER HEALING ACTIVITIES

At the Retreat, the Participant may participate in yoga taught by the Organizer and their employees. The Participant agrees that there will be physical movements and activity during the course of the Retreat which can be mentally and physically challenging and therefore, the participant bears the risk of injury illness, disability and/or death. The Participant may also participate in the Soundbath, which is included within the expenses. The Soundbath employs sound healing techniques such as sound, vibration, and intention to gently transition a person from their normal waking state of consciousness to a

If during yoga, the Participant experiences any pain or significant discomfort, they agree to listen to and honor their body, discontinue the activity, notify the Organizer immediately, and seek medical attention from a licensed physician.

The Participant understands that the Organizer and their instructors are not licensed physicians, nor medical professionals of any kind, and therefore will not and cannot provide medical advice.

The Participant agrees that the Organizer and their instructors have no duty to provide them with medical advice or care, including CPR. The Participant also acknowledges that nothing said by the Organizer or their instructors should be construed as medical advice.

The Participant understands that during the Retreat, the Organizer or their instructors may touch them and may give them physical assistance from time to time and that before each class, it is their responsibility to inform the Organizer or their instructors that they do not want to be touched or assisted.

This waiver and release shall apply to all classes, lessons, sessions, workshops and recommendations that the Participant receives from the Organizer or their instructors, no matter where performed or given.

The Participant agrees to release, forever discharge, and hold harmless the Organizer and their employees, agents, teachers, instructors, independent contractors, suppliers and other representatives, and their heirs, successors and assigns (“Released Parties”) from liability and any claims relating to or caused by the Participant’s attendance and participation in meditation, breathing and somatic body work.

Article 8 – ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute between the parties relating to the Retreat or to this Agreement, the parties shall first make good faith efforts to resolve the dispute personally. If these attempts fail, the parties agree that the dispute shall be submitted to arbitration before a private Connecticut arbitrator, and that the decision of the arbitrator shall be final and binding upon the parties. The parties agree that the arbitrator’s decision may not be appealed or challenged in any court of law. Any arbitration fees incurred by the parties in connection with any arbitration undertaken under the provisions of this Article shall be shared equally between the parties to the arbitration. Any other fees relating to any arbitration undertaken in accordance with this Article, including, but not limited to, travel expenses, attorneys’ fees, and expert witness fees, shall be borne by the party incurring such fee.

If the parties are unable to agree on an arbitrator to conduct a binding arbitration required under the terms of this Agreement, each party shall select one arbitrator, who shall be a private Connecticut arbitrator, and the arbitrators chosen by each respective party shall confer and decide upon an arbitrator who shall decide the dispute between the parties.

Article 9 – SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and the remaining parts and sub-parts will be enforced.

Alcohol Responsibility Addendum

Consuming alcohol is an individual choice. Personal risks and benefits should be considered before consumption. Some evidence has shown that there is a relationship between alcohol consumption and certain health issues. Alcohol affects different people in different ways. For some people also moderate alcohol consumption may increase certain health risks such as cardiovascular issues, diabetes and certain types of cancer. If you have further questions or concerns, please contact your Doctor.

Excessive consumption of alcohol can create dangerous long-term consequences such as physical dependence or addiction to alcohol, and should always be avoided. Certain classes of people should never drink. For example; people who are below the legal drinking age, pregnant, about to drive or operate machinery, or cannot control their drinking.

The alcohol policy of this Retreat is based on the central and fundamental purpose of ensuring a holistic experience. This policy encompasses responsible alcohol consumption and use, while not exposing oneself and others to dangerous situations.

The function of this Retreat focuses on personal responsibility, awareness of communal consequences of personal choices, obligation of citizenship and responsible decision-making. Therefore, it is critical that Participants of this Retreat are committed to the physical and emotional well-being of other Participants. The Retreat and LWT will not tolerate or disregard for the law or behaviors and practices that counter the purpose of the whole person or inhibit self growth.

Participants are subject to all local laws or ordinances regulating the sale and use of alcoholic beverages, as well as the local Aruba regulations pertaining thereto. A person is expected to be responsible for their behavior at all times. Conduct that is in violation of such laws or ordinances will not be tolerated.

This policy acknowledges the fact that persons over the age of 21 may purchase and consume alcoholic beverages. Those who fall into this category are responsible for setting a positive example to all minors by discouraging alcohol-related behavior that is abusive to oneself or to others.

Intoxication and/or alcohol abuse is not permissible as an excuse for unlawful behavior or misconduct. Acutely intoxicated Participants will not be left in the care of other Participants and will be directed to appropriate health care facilities and/or law enforcement.

Any behavior that is deemed to be inappropriate or unacceptable due to the use of alcohol will be asked to leave the Retreat, or will not be allowed to participate in Retreat activities. Further, any conduct that is found to be out of character with the purpose of this Retreat and with the goals of LWT, may be excused involuntarily from activities or excursions.

The primary purpose of this policy is to encourage safe and responsible alcohol consumption. If that is not possible, then alcohol consumption should be strongly considered and if any

alcohol/intoxicated activity inhibits the Participant during the Retreat, the Participant may be asked to no longer participate or be included. Again, the consumption of alcohol is not prohibited, but the consumption must be within the boundaries of safe, responsible, and socially acceptable usage that does not compromise, including but not limited to, local laws and ordinances, relationships with instructors, vendors, restaurants, residences, and/or transportation services. The Participant must maintain respect for all individuals – fellow participants and those providing services, and shall not overstep such boundaries to jeopardize the relationships. In the event it is considered that those lines have been crossed, the Participant will be asked to not be included or may need to depart early.

I _____ have read, understand and agree to the above terms and conditions.

Participant

Date

Villa Use Addendum

As part of the Retreat, the Participants shall be staying in an accommodation provided/included with the fees of the Retreat. The function of this Retreat focuses on personal responsibility, moral growth and development, awareness of communal consequences of personal choices, obligation of citizenship and responsible decision-making. Therefore, it is critical that Participants of this Retreat are committed to the physical and emotional well-being of other Participants.

While staying Merlot Villas Aruba, Participants are subject to all local laws or ordinances regarding staying at the Villa. The Retreat is not responsible for damage or disturbance caused by a Participant to the Villa. Further, as a guest of the Villa, the participants are required to act in a fashion that is appropriate at all times and must respect local custom, law, and ordinance . This includes but is not limited to – quiet hours, noise levels, cleanliness, alcohol consumption, food consumption and storage, and general behavior while at the Villa.

Each Participant represents the entire Retreat. If a Participant is found to be violating the local custom, law, or ordinances, or Villa standards, those actions will be represented against the entire Retreat.

Each Participant must adhere to the basic standards of common courtesy and respect. If a Participant cannot respect the Villa and its surround grounds, they may be asked to vacate and find additional accommodation at their own expense. The Retreat is not liable for any action or damage caused by the Participant which would render them removed from the Villa.

The Participant must maintain respect for all individuals – fellow participants and those providing services, and shall not overstep such boundaries to jeopardize the relationships. In the event it is considered that those lines have been crossed, the Participant will be asked to not be included or may need to depart early.

Again, The Participant may **not** engage in sex-based harassment that creates a hostile environment in or under any program or activity of this Retreat. “Sexual harassment” is unwelcome conduct of a sexual nature, including but not limited to unwelcome sexual advances; requests for sexual favors; or other verbal or nonverbal conduct of a sexual nature, including rape, sexual assault, and sexual exploitation. In addition, depending on the facts, dating violence, domestic violence, and stalking may also be forms of sexual harassment.

Participant shall maintain the premises in a good and clean condition and use the premises only in a careful and lawful manner. Participants shall pay for maintenance and repairs should the premises be left in a lesser condition (above normal wear and tear).

Participant shall behave in a civilized manner and shall act as good neighbors, respecting the rights of the surrounding property owners. The Participants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Participants shall then immediately vacate the premises without any reimbursement of the paid rental price. Quiet hour starts at 10 PM and Pool and outdoor noise should be kept to a minimum.

Participant shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bin outside the house.

No animals or pets (without prior notice) of any kind will be brought onto the premises.

There shall be no smoking anywhere inside the premises. Smoking is permitted outside the villa.

Participant agrees that fireworks and other hazardous materials shall not be used in or around the property.

Participant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, hiding fugitives, etc. Breach hereof shall cause termination of this agreement with no refund of rents or deposits.

Participant agrees not to access the “owner’s closet” if present, even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults.

Participant shall see to their own security while in the property by locking doors, windows, etc. when it’s prudent to do so.

I _____ have read, understand and agree to the above terms and conditions.

Participant

Date