

JACKI CARR

TERM & CONDITIONS OF GOALS ON ROCKS, LLC DBA JACKI CARR RETREATS

These are the Terms and Conditions that will apply to your booking one of our retreats (each a “Retreat”). Please read them carefully as you will be bound by them. As an additional condition to participating in our Retreats, you agree to execute the *Express Assumption of Risk, Release of Liability & Indemnity* (“Release”) that will be provided to you. These Terms & Conditions and the Release (collectively, “Agreement”) constitute the entire agreement between Goals on Rocks, LLC dba Jacki Carr and you relating to the subject matter herein, and shall constitute a binding agreement.

BOOKING TRIPS & THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with Jacki Carr Retreats, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions.

After booking online, you will be contacted regarding your completed registration to confirm your participation in your selected Retreat. Confirmation is contingent upon your agreement to the these Terms & Conditions and the Release. In order for our Retreats to take place we require minimum participation, which can vary Retreat to Retreat.

**Please note that we only offer Retreats and related activities to those 18 years of age and over.

DEPOSITS

For all advertised Retreats and dates, a non-refundable deposit per person is required to complete your booking.

The remaining balance of your Retreat payment is due 60 days before the Retreat begins. We will notify you of the balance due date after your deposit has been processed.

If the final balance is not received by the due date, then your booking cannot be guaranteed and we reserve the right to cancel your booking and forfeit your deposit.

*Please note deposits made on all bookings are non-refundable and non-creditable.

REFUND / CANCELLATION

We understand that unexpected events can arise that can affect your plans. If you cancel more than 60 days before the Retreat start date, you may request a 50% refund of what you have paid (less a cancellation fee equal to the deposit). All Retreat payments become non-refundable less than 60 days before the Retreat start date.

Any cancellation by you must be made in writing (via email) and be acknowledged by us in writing (via email). Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

Fees apart from the deposit can be refunded in special circumstances, as determined in our sole and absolute discretion.

We reserve the right to cancel any Retreat for any reason, but will endeavor not to cancel a Retreat less than 30 days before the Retreat start date except for unusual or unforeseen circumstances outside our control. When a Retreat is canceled by us before the agreed date of departure for any reason other than the fault of you, you can either:

- Transfer their deposit to another Retreat taking place within one calendar year, or:
- Receive a full refund of all monies paid under the contract as soon as possible.

We are not responsible for any incidental expenses or consequential losses that you incur or may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate Retreat of a higher value than that originally booked, then you must pay the difference in price.

Force Majeure: Neither party to this Agreement will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

MEDICAL CONDITIONS & SPECIAL REQUIREMENTS

You must inform us immediately of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, or ability to participate in the Retreat. Failure to notify us may result in you being refused certain activities during the Retreat at your own expense. Some Retreats may be unsuitable for certain people due to age, mobility, disability, pregnancy or physical or mental conditions, and it is your sole responsibility to use

your own reasonable judgment if the Retreat is right for you. If you have any questions, please don't hesitate to reach out.

AIRFARE & TRANSPORTATION

All Retreats do not include national or international airfare. We strongly recommend you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements. You are also solely responsible for transportation to and from the Retreat.

TRAVEL & HEALTH INSURANCE

We highly recommend you obtain travel and medical insurance, especially if you are purchasing flights to the Retreat location.

EVACUATION PROCEDURES AND COSTS

Retreat leaders, local guides or other representatives decisions will at all times be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any traveler from continuing on a trip with no right of refund if, in our sole and absolute discretion, that traveler's actions pose a threat to the safety of others, to the wildlife, themselves, or if the traveler's actions and/or behaviors are harming the enjoyment of the trip for others.

Evacuation costs are to be covered by the person being evacuated.

PHOTO RELEASE

You hereby grant permission to us to use my name, image, and/or likeness in various marketing materials, including but not limited to print, electronic media, web content, press releases, and other advertising and marketing materials. To the fullest extent allowed by law, you waive all rights of publicity or privacy or pre-approval that you have for any such likeness of you or use of your name in connection with such likeness, and you grant us permission to copyright, use, and publish (including by electronic means) such likeness of you, whether in whole or part, in any form, without restrictions and for any purpose.

CODE OF CONDUCT

"Please take responsibility for the energy you bring into this space." - Dr. Jill Bolte Taylor.

We lead an inclusive experience that respects the experience of each individual and expects the same from each person who attends. You are responsible for your body, your energy, your words and your boundaries.

We are committed to providing a positive experience for all, and will not tolerate unacceptable behavior in any form. Any participant violating these rules or engaging in a behavior that is disruptive to other participant's or the property where the Retreat is being held, as determined in our sole and absolute discretion, will be asked to leave immediately with no refund.

SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

SUCCESSORS & ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon you and your respective heirs, legal personal representatives, successors and assigns.

APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of Colorado.