

## The Parent Peace Retreat Contract

### **AGREEMENT, WAIVER, AND TERMS AND CONDITIONS**

“The agreement” is entered by and between The Parent Peace, a division of Shelley Hurguy, Inc. (“**The Parent Peace**” or “**Company**”) and you (the “**Guest**”), in the County of Ventura, State of California.

In consideration of my participation in and presence at The Parent Peace Retreat (“**Retreat**”), performed and operated by The Parent Peace, as well as my use of the premises on which such Retreat is conducted, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, hereby agree as follows:

#### **1. Services**

- a. The Parent Peace operates a Retreat with the intention of providing peer-led support, sharing of parenting guidance with actionable resources and instruction in self-care practices that empower parents with knowledge and strategies to foster a deeper connection and create a supportive environment for their child’s growth and development.
- b. I understand that the date of and specific services offered at the Retreat is subject to availability and complete discretion of The Parent Peace. If this happens, The Parent Peace will endeavor to provide all services originally advertised in the itinerary to the best of its ability.
- c. By agreeing to these Terms & Conditions, I acknowledge and understand that The Parent Peace Retreat does not offer therapy services, does not employ a licensed therapist, and does not offer or guarantee that by attending the Retreat, I will fix, repair, or improve the relationship I have with my child. Rather, I acknowledge and understand that the Retreat is intended to provide peer-led support, validation, respite, resources and self-care for parents, like myself, who are caring for a child who struggles with mental health challenges.
- d. I acknowledge and understand that Shelley Hurguy is not a doctor, therapist, or coach and will not provide diagnoses, treatment, therapy or coaching services for guests or for their children.

## **2. Pricing and Payments**

- a. To reserve a spot in The Parent Peace Retreat, I must agree to these Terms and Conditions and provide The Parent Peace with a deposit of 50% of the total Retreat pricing.
- b. I understand that my final Retreat payment is due at least 30 days prior to the start of the Retreat, in one final payment.
- c. I understand that if I book the Retreat less than 30 days prior to the start, the entire payment for the Retreat is due immediately upon booking.
- d. Missing the final payment deadline may result in my forfeiture of participation in the Retreat.
- e. If payment to The Parent Peace is returned as unpaid for any reason, The Parent Peace will assess a \$35.00 returned-item fee per occurrence. The fee(s) will be added to the applicable balance, if any, and must be paid in full prior to the start of the retreat.
- f. The Retreat prices are subject to change without notice, except that once a deposit is paid, the price for the Retreat for which the deposit is made is guaranteed.
- g. If the initial deposit is not completed into a full booking within six months of it having been made, it will be forfeited.

## **3. Cancellations and Transfers**

- a. I understand that my Retreat deposit and any additional amounts paid toward the Retreat are fully refundable for up to 30 days prior to the start of the Retreat.
- b. I understand that deposits are no longer refundable 30 days prior to the start of the Retreat. If I cancel within 30 days or less prior to the start of the Retreat, my deposit is not refundable under any circumstance, but at the discretion of The Parent Peace, may be credited to future Retreat in the event of a documented illness, or documented medical or family emergency. In the event a credit is permitted, there will be a rebooking fee in the amount of \$250
- c. Up to 30 days prior to the Retreat I may transfer to any other Retreat in the same calendar year, space permitting. I may apply my existing deposit, and no transfer fee will be applied, except that if I transfer to a different Retreat, the price of that Retreat will be applied, effective on the date the transfer is confirmed. Except as

provided herein, transfers less than 30 days prior to the Retreat commencement date are generally not permitted.

- d. My spot in the Retreat is not transferable to any person without the express written consent of The Parent Peace.

#### **4. Expenses not included in Retreat pricing.**

- a. All travel arrangements and expenses my responsibility and not included in the cost of the Retreat. The Parent Peace shall not be held responsible for any consequences arising from delays or cancellations of any travel arrangements.

#### **5. Participation and Itineraries.**

- a. My Participation in this Retreat is purely voluntary and at the discretion of The Parent Peace to ensure that all parties agree that it is appropriate.
- b. The Parent Peace reserves the right to remove me from the Retreat at any time, including but not limited to if The Parent Peace owners, staff, or independent contractors have determined that my actions have become incompatible with the mission of the Retreat, and/or they impair the safety, wellbeing, or comfort of the owners, staff, independent contractors, or other guests at the Retreat. In the event I am removed and/or expelled from the Retreat, there shall be no refunds of the Retreat price, and no transfer to another Retreat.
- c. The Parent Peace does not provide medical emergency personnel at the Retreat. I guarantee that I am emotionally, medically, and physically able to participate in the Retreat. If I have any health conditions that could pose a risk to me or anyone else, I am responsible for notifying The Parent Peace prior to the start of the Retreat. If I have any emergency that The Parent Peace deems necessitates medical treatment, I authorize The Parent Peace to contact emergency medical services for me. The Retreat is not intended to be used for treating or diagnosing a health problem or illness, nor is it a substitute for professional healthcare. The Retreat is designed to support (not replace) the relationship I have with my healthcare provider.
- d. I understand and acknowledge that the Itinerary for the Retreat is subject to change without notice. If this happens, The Parent Peace will endeavor to provide all services originally advertised in the itinerary to the best of its ability, in

whatever order The Parent Peace deems reasonable. Any unfulfilled or completed portion of the itinerary shall not be cause for a refund of any portion of the Retreat price.

## **6. Indemnification**

- a. In further consideration of being permitted to participate in the Retreat and any Activities as defined above, I agree to indemnify, release and agree to hold harmless The Parent Peace, its parent companies, affiliates and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, and/or independent contractors including the private chef, acupuncturist, massage therapist and yoga instructor at the Retreat, further including the owners, operators, and tenants of any real property and improvements where the retreat is being conducted (“Indemnified Parties”) from any “claim” (as defined below), arising out of, related to, or connected to:
  1. My presence at and participation in the Retreat, including the Activities and services offered thereat.
  2. My use of any equipment or personal property at the Retreat, whether belonging to myself, other guests, or otherwise.
  3. My occupation, or use of the land and premises, including any buildings, houses, or other improvements, used in connection with any portion of the retreat; and
  4. Any and all actions or omissions by me.
- b. “Claim” includes but is not limited to any and all fault, liabilities, damages, claims, demands, expenses, costs, fees, claims, demands, judgments, cost of defense, or legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer or that I may cause someone else to suffer.
- c. The Indemnified Parties shall not be liable for, and I, on behalf of myself, my executors, personal representatives, administrators, insurers, heirs, and next of kin, release the Indemnified Parties from any and all such claims and liabilities, except for acts of gross negligence or willful or wanting to misconduct.

- d. Should any of the Indemnified Parties incur any expense or become obligated to pay any attorney's fees or court cost in connection with reviewing, analyzing, compromising, or defending any claims or demands arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, I agree to reimburse such Indemnified Party for such expenses attorney's fees, or cost within a reasonable time, and no event to exceed 10 days after receiving written notice from the Indemnified Parties of such expenses, attorney's fees, or costs.

7. **Waiver and Assumption of Risk**

- a. I understand, and I am aware that my participation in the Retreat involves risks. These risks may lead to tangible or in tangible harm, including, but not limited to, injury, permanent harm, or death. I agree that such harm may result not only from my own actions, but also from the actions of others. I also understand and expressly acknowledge that an inherent risk of exposure to illnesses, including but not limited to Covid-19, exists in any place where people are present. I am also aware that there are risks that I may not have considered.
- b. I understand that I have the choice to engage in certain activities at the Retreat including but not limited to: in acupuncture, yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities, consuming meals prepared by a private chef (collectively, the "Activities"). The Activities may be offered indoors or outdoors. I recognize that I must be in adequate physical and mental health to participate in the Activities, and that I am voluntarily engaging in these Activities. I may be asked to sign additional waiver and release, and/or agreements with certain providers of those Activities, (the "Additional Agreements") and that such Additional Agreements are fully incorporated herein by reference, and I agree to be bound by such Additional Agreement as if they were included herein.
- c. In further consideration of being permitted to participate in the Retreat and Activities I knowingly, voluntarily and expressly waive any Claim (as defined above in Section 5.b) I may have against The Parent Peace, its parent companies, affiliates and subsidiaries, and the directors, officers, agents, representatives,

shareholders, employees, agents, volunteers, other representatives, and/or independent contractors including the private chef, acupuncturist, massage therapist and yoga instructor at the Retreat, (each, a “ Released Party”) that I may sustain as a result of participating in the Retreat and/or Activities even if the Claim arises from the negligence of Released Party or anyone else. I further wave for myself and for my executors, personal representatives, administrators, assignees, insurers, heirs, and next of kin, any and all right and claims for damages, injuries, losses, demands, and any other actions or Claims, except for acts of gross negligence or willful or wanting to conduct, that I may have against any of the Released Parties arising out of, related to or connected with:

1. My presence at and participation in the Retreat, including the Activities and services offered thereat;
2. My use of any equipment or personal property at the Retreat, whether belonging to myself, other guests, or otherwise;
3. My occupation, or use of the land and premises, including any buildings, houses, or other improvements, used in connection with any portion of the retreat including, but not limited to, any latent defects in the Premises; and
4. Any and all actions or omissions by me.

8. **Miscellaneous**

- a. I am over 18 years of age, and I am emotionally, medically and physically able to enter into this agreement and to participate in the retreat. This agreement binds me and my executors, personal representatives, administrators, assigns, ensures, errors, and next of kin.
- b. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

- c. I understand that The Parent Peace may photograph or otherwise record Activities or other services offered at the retreat and place such photographs on it's website or social media platform. I hereby consent to the use of my image that may appear in any such photograph for the purpose of advertising and/or promoting The Parent Peace Retreats.
- d. I expressly agree that this Agreement is exclusively governed by and construed in accordance with the laws of the state of California. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the federal courts of the United States of America or the courts of the state of California in each case located in the County of Ventura, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- e. The Company may amend these Terms at any time by (a) posting a revised copy of the Agreement at the Company website, and/or (b) mailing or sending information regarding the amendment to the email address I provide to the Company at the time of registration. My attendance at the Retreat without cancellation after any such revisions shall be deemed my acceptance of such revisions and ratification of the new Agreement.
- f. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written proposals, negotiations and agreements between the Parties relating to the subject matter.

I have read this Agreement fully and understand and agree to its terms. I acknowledge that I have the right to have my attorney review this Agreement and advise me regarding my rights and obligations.

Guest Name

Date

Email

Phone number

