Creative Roots Retreat

These are the Terms and Conditions that will apply to your booking one of our retreats. Please read them carefully as you will be bound by them.

These Terms shall constitute the entire agreement between Bevie LaBrie and Gabriela Colletta LLC, and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The contract and booking is made with, and services will be provided by Bevie LaBrie and Gabriela Colletta LLC. By booking a retreat, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### **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 Bevie LaBrie and Gabriela Colletta LLC, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when Bevie LaBrie and Gabriela Colletta LLC send a confirmation email, and when you have completed the deposit payment.

### **DEPOSITS**

For all advertised retreats and dates, a non-refundable deposit per person plus submission of our online booking form is required to complete your booking.

You may book a retreat with a non-refundable deposit until 30 days prior to the retreat start date, after which full payment is required to secure your spot (if any are still available).

The remaining balance of your retreat payment is due 30 days before the retreat begins.

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

Please note deposits made on all bookings are non-refundable and non-creditable due to the requirement to purchase non-refundable and non-transferable essentials including but not limited to; accommodation reservations, etc on your behalf to secure your spot on the retreat.

Deposits are paid via Wetravel and can be paid with all major credit cards.

We DO NOT keep your credit card on file. When you pay your final booking balance, you must re-enter your credit card information.

### **REFUND / CANCELLATION**

We understand that unexpected events can arise that can affect your plans.

If you cancel more than 30 days before the retreat start date and you have paid the full booking amount in addition to the deposit, you may request a partial 50% refund. The deposit is non-refundable.

All retreat payments become non-refundable less than 30 days before the retreat start date. If you have paid the balance in full less that 30 days before the retreat start date, you will not be granted a refund.

### **PRICING**

All retreat prices shown are per person and are quoted and payable in USD.

Bevie LaBrie and Gabriela Colletta LLC are not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Not included in the price of your travel arrangement are flights, transport, travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your retreat arrangements. Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

### **MEDICAL CONDITIONS & SPECIAL REQUIREMENTS**

The Client must inform Bevie LaBrie and Gabriela Colletta LLC on our registration form of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, including medications you are currently taking. Failure to notify us may result in the Client being refused certain activities during the retreat at the Client’s own expense. Please send Bevie LaBrie and Gabriela Colletta LLC an email if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

Bevie LaBrie and Gabriela Colletta LLC will do their best to meet special requests including dietary or physical limitations but such requests may not always be possible depending on the retreat, in which case Bevie LaBrie and Gabriela Colletta LLC reserves the right to refuse Clients with certain conditions.

Bevie LaBrie and Gabriela Colletta LLC will do their best to meet Client’s special requests including dietary, but such requests do not form part of the Contract and therefore Bevie LaBrie and Gabriela Colletta LLC are not liable for not providing these requests.

As a client, you MUST carry medical insurance. Medical facilities vary from country to country and Bevie LaBrie and Gabriela Colletta LLC will do their absolute best to bring you to a proper medical facility as needed, but make no representations and give no warranties in relation to the standard of such treatment.

### **FINAL PAYMENTS**

For all retreats, the payment of the FINAL balance of the retreat price is due 30 days prior to the retreat start date.

If a booking is made within less than 30 days, your deposit including full payment will be required at your initial sign up.

If the final balance is not received by the due date and there is no communication as to why, Bevie LaBrie and Gabriela Colletta LLC reserves the right to treat the Client’s booking as canceled.

Please ensure Bevie LaBrie and Gabriela Colletta LLC are on your contact list so our emails don’t go to your junk folder.

### **CANCELLATION OF A RETREAT BY THE CLIENT**

Any cancellation by a Client must be made in writing (via email) and be acknowledged by Bevie LaBrie and Gabriela Colletta LLC in writing (via email).

Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

In the case of a natural disaster, Bevie LaBrie and Gabriela Colletta LLC apply the “act of god” rule and no fees will be reversed.

### **CANCELLATION OF A RETREAT BY Bevie LaBrie and Gabriela Colletta LLC**

Bevie LaBrie and Gabriela Colletta LLC reserve the right to cancel any retreat for any reason, but will not cancel a retreat less than 30 days before the retreat start date except for unusual or unforeseen circumstances outside Bevie LaBrie and Gabriela Colletta LLC’s control. When a retreat is canceled by Bevie LaBrie and Gabriela Colletta LLC before the agreed date of departure for any reason other than the fault of the Client, the Client 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.

Bevie LaBrie and Gabriela Colletta LLC are not responsible for any incidental expenses or consequential losses that the Client 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.

AIRFARE

All Bevie LaBrie and Gabriela Colletta LLC retreats do not include national or international airfare.

### **TRAVEL & HEALTH INSURANCE**

Bevie LaBrie and Gabriela Colletta LLC recommends Clients obtain travel insurance. This insurance covers personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client during travel. Bevie LaBrie and Gabriela Colletta LLC shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by Bevie LaBrie and Gabriela Colletta LLC or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. Bevie LaBrie and Gabriela Colletta LLC cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Bevie LaBrie and Gabriela Colletta LLC such as hotels, huts, expedition vehicles, or any other mode of transportation.

The Client acknowledges that the cost of Bevie LaBrie and Gabriela Colletta LLC retreats do not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

### **SAFETY & TRIP ENJOYMENT**

We take your safety and well-being very seriously, which is why we partner with trained professionals for all of our retreats. However, you are ultimately responsible for your safety, which is why we ask all retreat participants to sign a liability waiver upon arrival at the retreat space. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the Retreat Leaders and/or Local Guides and instructions given by them.

### **HEALTH & FITNESS**

If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people’s enjoyment of the retreat, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify Bevie LaBrie and Gabriela Colletta LLC via writing of these changes before the retreat starts.

### **PHOTOS, VIDEO AND CONTENT CREATION**

In the course of participation in a Bevie LaBrie and Gabriela Colletta LLC retreat, photos or video may be taken by participants, guides and professional photographers. These images may be used in any Bevie LaBrie and Gabriela Colletta LLC promotional materials, website, all social media platforms (i.e. Instagram), etc., unless Clients specifically request to the photographer or in writing to Bevie LaBrie and Gabriela Colletta LLC, to not use any material your image is depicted in. Otherwise, permission is granted to Bevie LaBrie and Gabriela Colletta LLC to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

### **RETREAT ITINERARY CHANGES**

Bevie LaBrie and Gabriela Colletta LLC and its partners reserve the right to alter retreat programs and itineraries due to weather, road conditions or other circumstances. These programs may be changed or canceled at any moment due the trip to assure the safety of our clients and staff. No responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules or other similar causes. Bevie LaBrie and Gabriela Colletta LLC and its partners do not assume responsibility for accidents or deaths that can be traced to the participants’ negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, ware or other similar causes.

### **DATA PROTECTION**

To ensure that retreats run smoothly, Bevie LaBrie and Gabriela Colletta LLC need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to Bevie LaBrie and Gabriela Colletta LLC, and also pass on such information to other outfitters/guides or suppliers involved in the operation of the retreat. Bevie LaBrie and Gabriela Colletta LLC will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to outfitters or suppliers responsible for the retreat. By completing the Bevie LaBrie and Gabriela Colletta LLC Retreat Booking Form, Clients consent to this information being transferred as required.

### **LIABILITY**

Bevie LaBrie and Gabriela Colletta LLC are not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Bevie LaBrie and Gabriela Colletta LLC and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Bevie LaBrie and Gabriela Colletta LLC and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that Bevie LaBrie and Gabriela Colletta LLC are responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then Bevie LaBrie and Gabriela Colletta LLC limits their liability.

### **ACCEPTANCE OF RISK**

The Client acknowledges that the nature of the retreat is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Bevie LaBrie and Gabriela Colletta LLC from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. At the time of payment, the Client is required to sign Bevie LaBrie and Gabriela Colletta LLC RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. Please read carefully.

### **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 insure to the benefit of and be binding upon Bevie LaBrie and Gabriela Colletta LLC and the Client and their respective heirs, legal personal representatives, successors and assigns.

### **WAIVER OF BOOKING CONDITIONS**

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a Client completes, submits and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, Bevie LaBrie and Gabriela Colletta LLC agree to carry out the obligations as defined therein.

### **UPDATING OF TERMS & CONDITIONS**

Bevie LaBrie and Gabriela Colletta LLC reserve the right to update and/or alter these terms and conditions at any time, and it is the Client’s responsibility to be familiar with them.

**If you have any questions or concerns, please email us at gabrielacolletta@gmail.com.**