

The French Alps Writing Retreat (“the **Retreat**”)

Terms and Conditions Agreement

(including Limitations of Liability, Release and Waiver of Liability, Hold Harmless, Covenant Not to Sue, Assumption of Risk and Indemnity) (“Agreement”)

**August 6 - 12<sup>th</sup>, 2017**

**LIMITATION OF LIABILITY**

The following paragraphs define Divinely Inspired Living Media LLC (also referred to as “it”) and its liability and responsibilities with respect to the Retreat, and Retreat Participant’s liability and responsibilities with respect to the Retreat. I, the Participant undersigned, acknowledge and agree to the following. In consideration of Divinely Inspired Living Media LLC’s efforts to facilitate my participation in opportunities at and/or related to the Retreat, the fullness and sufficiency of which I hereby acknowledge:

**GENERAL RELEASE, ASSUMPTION OF RISKS, HOLD HARMLESS, CONSENT AND AGREEMENT TO INDEMNIFY**

I, the undersigned Participant, recognize and acknowledge the inherent risk in the Retreat and/or any or all other activities (planned, discretionary or unplanned) which may take place during this activity/travel, including, as applicable, but not limited to, the inherent risks of conditions of nature, forces of nature, manual and physical activity, sports, travel, lodging and transportation, whether by Divinely Inspired Living Media LLC or third-party provider and whether local to the Retreat or otherwise.

In consideration of the benefits of my inclusion and participation in activities and the Retreat, I, on behalf of myself, family, and spouse, if any, legal representatives, heirs, estate and assigns and on behalf of any Participant in the Retreat for whom I agree herein to accept responsibility due to age less than 18, their heirs, estate and assigns (all hereafter throughout this Agreement collectively called “Participant”, “I”, “he/she” or “his/her”) agree to and do hereby **assume the risks (known and unknown), hold harmless, covenant never to sue, release, waive any claim against and indemnify** Divinely Inspired Living Media LLC and its agents, employees, owners, shareholders, directors, designees, successors and assigns (all hereafter throughout this Agreement collectively called “Divinely Inspired Living Media LLC” or “it”) for and from any and all claims, demands, lawsuits and/or causes of action arising from any damages, injury, loss, accident, disability, death, delay, irregularity, or expense to Participant’s person or property incurred at any time during the Retreat or associated with the activity and/or travel related to or arising from the Retreat, caused unintentionally by any negligent act of Divinely Inspired Living Media LLC and/or any individual acting on its behalf and/or by any condition or forces of nature. Participant understands this means that **Participant recognizes and understands the risks and that Participant releases and will not make a claim against or sue** Divinely Inspired

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Living Media LLC for any unintentional act and negligent act and that Divinely Inspired Living Media LLC is protected to the full extent allowed by law in the event it causes any injury or damages to Participant by or as a result of participation in the Retreat.

Participant also agrees to **indemnify, reimburse, hold harmless and release** Divinely Inspired Living Media LLC from and for any financial obligations or liabilities that Participant may incur or any damage or injury to the person or property of others caused by Participant while participating in the Retreat.

### **ACTIVITIES INVOLVING TRANSPORTATION, TRAVEL AND BEHAVIOR**

Additionally, Participant understands and agrees that Divinely Inspired Living Media LLC is not responsible for Participant’s independent means of transportation to or from the Retreat. Participant understands and agrees that Divinely Inspired Living Media LLC is not responsible for any failure or act, including negligent, grossly negligent, reckless or intentional acts, of any common carrier, leased or hired transportation, including, but not limited to, airlines, trains, buses, cars.

Participant understands and agrees that as a condition of participation in the Retreat, he/she must observe appropriate standards of conduct. In case of violation of this provision, at the sole discretion of Divinely Inspired Living Media LLC, Participant agrees that Divinely Inspired Living Media LLC may exclude Participant from all or part of the Retreat without further obligation or liability of Divinely Inspired Living Media LLC. **Participant assumes the risk, holds harmless, covenants not to sue, releases and indemnifies Divinely Inspired Living Media LLC from any liability for such decisions and/or actions.**

Participant agrees to indemnify Divinely Inspired Living Media LLC and pay its reasonable attorneys’ fees and costs for any claim or legal action Participant makes in violation of this Terms and Conditions Agreement and General Release.

### **ELIGIBILITY CANCELLATION/EXCLUSIONS**

**Eligibility and Age Requirements:** All Participants must be at least 18 years of age (at the time of the event), unless accompanied by a parent or guardian. The parent or guardian Participant agrees to be responsible and accountable for the behavior and actions of any Participant under the age of 18 and hereby **makes all releases, assumptions of risk, hold harmless agreements, covenants not to sue, waivers, consents and agreements to indemnify herein** on behalf of such Participant under the age of 18, hereby warranting the authority to do so.

**Cancellation by Divinely Inspired Living Media LLC:** Although unlikely, Divinely Inspired Living Media LLC reserves the right to cancel the Retreat due to low enrollment or if, for any reason, it determines the conduct of the Retreat is no longer viable. Should Divinely Inspired Living Media

Divinely Inspired Living Media LLC , 520 Folly Road, Suite P-106, Charleston, SC

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LLC cancel the Retreat, Divinely Inspired Living Media LLC will refund all monies received. In the event this happens, Participant agrees that he/she is entitled to only and will accept only the refund of all monies received by Divinely Inspired Living Media LLC as Participant’s sole remedy and entire compensation in relation to the Retreat, and Divinely Inspired Living Media LLC shall have no other obligation, duty or liability to Participant for any loss, injury, refund or other claim whatsoever.

**Cancellation by Participant: A non-refundable deposit of \$500 USD is due upon registration. (A non-refundable deposit of \$300 for Virtual Participants is due upon registration).** If for any reason Participant decides to cancel attendance at the Retreat, he/she agrees to notify Divinely Inspired Living Media LLC by email as soon as possible at [divinelyinspired@protonmail.com](mailto:divinelyinspired@protonmail.com). If cancellations are received by Divinely Inspired Living Media LLC before May 31<sup>st</sup>, Divinely Inspired Living Media LLC will refund the Participant 50% of the retreat price (beyond and not including the non-refundable deposit) paid to Divinely Inspired Living Media LLC within 30 days of notice of cancellation. After May 31<sup>st</sup> 2017, refunds will be made only if, another Participant commits in writing to fill your space and pays in full by or before June 30<sup>th</sup>, 2017. Otherwise, no refund by Divinely Inspired Living Media LLC to Participant will be made or due. This refund commitment by Divinely Inspired Living Media LLC is based on the requirements of non-refundable prepayment of services to the retreat center, suppliers, and administrative efforts to reserve your space. Participants who register for the Virtual Retreat may apply the fee to another Divinely Inspired Living Media LLC workshop online at a later date. No refunds will be permitted for the Virtual Retreat.

**Expenses if I leave the Retreat early.** If for any reason Participant decides to leave the Retreat early, Participant agrees that he/she will be not be entitled to any refund from Divinely Inspired Living Media LLC for the remainder of the Retreat and that it is Plaintiff’s sole responsibility, not that of Divinely Inspired Living Media LLC, to make his/her own arrangements needed to return to his/her home destination at Participant’s own expense and Divinely Inspired Living Media LLC shall have no further obligation, duty or liability to Participant for any loss, injury, refund or other claim whatsoever.

**Right to Decline Acceptance or Exclude from Retreat:** Divinely Inspired Living Media LLC reserves the right, in its absolute and sole discretion, to decline to accept a Registration from (and refund any funds paid it by Participant) or to exclude from further participation any Participant it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions and or behavior may impede trip operation or potentially impede the rights, general welfare or enjoyment of other retreat members. Divinely Inspired Living Media LLC shall owe no refund to any Participant it excludes from the Retreat at any time during the course of the Retreat and Divinely Inspired Living Media LLC shall have no other obligation, duty or liability to Participant for any loss, injury or other claim. Further, it will

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be Participant’s sole responsibility, not that of Divinely Inspired Living Media LLC, to arrange to return home at Participant’s own expense.

**Trip Cancellation Insurance:** We strongly advise Participant to purchase effective trip cancellation insurance at his/her own expense. Be sure to ask your insurance advisor to fully explain the terms and conditions of any such coverage.

### **PASSPORT**

Participant understands and agrees that it is his/her obligation and responsibility to timely ensure that Participant has a valid passport for entry into the European Union, which must have at least 6 months validity as at the date of entering the European Union.

### **ITINERARY CHANGES**

Divinely Inspired Living Media LLC occasionally may find it necessary to make changes in its stated itinerary. The Retreat makes every effort to keep such changes to a minimum.

### **VOLUNTARY PARTICIPATION**

Participant acknowledges that he/she has voluntarily applied to participate in the Retreat and that all choices of activities are his/her own voluntary choice.

### **MEDICAL**

**Medical advice:** Divinely Inspired Living Media LLC does not provide, has no duty to provide and does not purport to provide any counseling, psychological, psychiatric or medical advice or treatment in respect to any medical or health related matter. No such services are provided as part of the Retreat.

**Health Insurance:** Participant understands and agrees it is his/her responsibility and obligation to check with his/her health insurers to confirm that he/she will be covered by appropriate medical insurance for all travel to and during the Retreat as well as for full participation in the Retreat. By signing these Terms and Conditions, Participant confirms that he/she is in good health and has arranged (or will arrange) for appropriate health insurance and has been determined fully capable of participating in the Retreat.

**Emergency Medical Situations:** Participant recognizes that as a result of participation in the Retreat, medical treatment on an emergency basis may be necessary. Participant further recognizes that Divinely Inspired Living Media LLC may be unable to obtain consent to assist, as practicable, in obtaining emergency medical care at the time of the emergency. Accordingly, Participant hereby consents in advance to such emergency care, including hospital care, as may be deemed necessary under the then existing circumstance. Additionally, should Participant sustain or incur any accident or illness while involved in the Retreat, he/she grants to Divinely Inspired Living Media LLC the full authority, at Participant’s expense, to take whatever action Divinely Inspired Living Media LLC believes is warranted under the circumstances. Divinely

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Inspired Living Media LLC at its discretion may place Participant, at his/her expense, in a hospital at any point for emergency medical services. In the event that Participant is physically or mentally unable to consent in an emergency medical situation, Participant hereby specifically authorizes Divinely Inspired Living Media LLC to act on his/her behalf to execute any and all documents, including any necessary liability waivers or releases, which might be required by any medical facility to admit and/or perform any emergency care for Participant. Participant grants permission for any and all treatment (including medical or surgical treatment recommended by a medical doctor) deemed necessary for a condition arising during participation in the Retreat. **Participant further assumes the risks, waives any claims against, holds harmless, covenants not to sue, releases and indemnifies Divinely Inspired Living Media LLC from any liability for such emergency decisions or actions which may be taken on Participant’s behalf, including unintentional harm or injuries compounded, caused or increased by negligent acts, rescue operations or procedures to Participant by Divinely Inspired Living Media LLC . Participant further specifically acknowledges that Divinely Inspired Living Media LLC has no duty to render emergency aid or assistance as set forth above, and this Agreement confers no duty of Divinely Inspired Living Media LLC to Participant to undertake the emergency actions so authorized. Should Divinely Inspired Living Media LLC undertake emergency actions, Participant agrees Divinely Inspired Living Media LLC should be protected from liability to the fullest extent allowed by law.**

#### **RIGHT TO PROMOTIONAL PHOTOGRAPH AND VIDEO**

Divinely Inspired Living Media LLC reserves the right to take photographic or film records of any of our tours and retreats, and Participant agrees that it may use any such records for promotional and/or commercial purposes.

#### **THIRD PARTY SERVICE PROVIDERS and MATTERS BEYOND DIVINELY INSPIRED LIVING MEDIA LLC’S CONTROL**

**No liability for third party suppliers not affiliated with Divinely Inspired Living Media LLC:** Divinely Inspired Living Media LLC gives notice that services provided in connection with its Retreat itineraries, including transportation, hotel accommodation, restaurants and other services, while Participant is attending the Retreat, are purchased from various independent suppliers/contractors who are not affiliated with Divinely Inspired Living Media LLC in any way. Although Divinely Inspired Living Media LLC endeavors to choose among the best suppliers available, Divinely Inspired Living Media LLC has no right or duty to control their operations and therefore makes these travel arrangements upon the express condition that Divinely Inspired Living Media LLC, shall not be liable for in any manner whatsoever and for any reason for any damage or injury to person or property caused through the conduct or default of any contractor, company or individual engaged in providing these services. Similarly, Divinely Inspired Living Media LLC gives notice that it is not affiliated with or liable for the acts of any

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emergency medical service, doctor, paramedic, nurse, hospital, health care provider or emergency transportation should emergency medical services become necessary. Each of these passenger conveyance companies, hotels, restaurants, transportation providers, medical services, hospitals, doctors, paramedics, nurses, health care providers, emergency transport providers, etc., is independent of Divinely Inspired Living Media LLC and Divinely Inspired Living Media LLC shall not be liable in any manner whatsoever or for any reason for any damage or injury to person or property thereby.

**No liability for matters beyond the Retreat or Divinely Inspired Living Media LLC’s control.**

Participant agrees that Divinely Inspired Living Media LLC shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the Participant’s trip itineraries which may be required either en route, prior to, or following a trip, when caused by individual Participant’s travel arrangements, by airline/transportation scheduling or airline/transportation schedule changes, canceled or missed flight/transportation or flight/transportation connections or by other factors not under Divinely Inspired Living Media LLC’s control; (b) expenses incurred in recovering luggage lost by airlines or other transportation or lodging, belongings left behind on a trip, or in shipping purchases or other goods home from abroad; (c) damage or injury to person or property for any reason, including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which Divinely Inspired Living Media LLC has no control; (d) expenses for emergency medical services and/or emergency transport and/or injury or damages sustained thereby.

**VOLUNTARY ASSUMPTION OF RISK FOR ANY SWIMS AND HIKES AND PHYSICAL ACTIVITY**

Although not offered as a part of the Retreat, opportunities for a lake swim, short hikes or other physical activity may present during the Retreat. If these activities occur, participation will be entirely optional. In the event any of these activities do occur and I participate, Participant understands that participation in any swim, hike or other physical activity, indoor or outdoor, may carry with it certain inherent risks (known or unknown) which cannot be eliminated regardless of the care taken by Participant, Divinely Inspired Living Media LLC or others to avoid injuries, including serious injury (including disability or death). Should I choose to voluntarily participate, I do so with full knowledge that a swim, hike or physical activity may be hazardous and/or cause serious injury/damage to my property and myself. I voluntarily assume full responsibility for any risk of loss, property damage or personal injury, including serious injury, disability or death, which may be sustained by me as a result of my participation. **I separately warrant that I have obtained appropriate travel insurance, with appropriate medical coverage, for such additional activities.**

**RELEASE, WAIVER AND INDEMNITY – SWIMS, HIKES AND PHYSICAL ACTIVITY**

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I understand that any swims, walks, hiking excursions and physical activity (“activity”) are (or may be) physically strenuous and include risks and dangers, known and unknown, and the necessity to be alert and aware of my surroundings. Participant agrees he/she knows of no medical reason why he/she should not participate in such physically/mentally strenuous indoor or outdoor activity. **Participant not only fully assumes the risks, but hereby also releases, waives, holds harmless, covenants not to sue, discharges and agrees to indemnify** Debra Moffitt LCC, from all actions, claims, injuries, demands, liabilities, rights, causes, and actions of any kind or nature, which may result from or occur during my participation in activity whether unintentionally caused by the negligence of Debra Moffitt LCC or otherwise. **I also agree to indemnify and hold harmless** Divinely Inspired Living Media LLC for any loss, liability, damage or costs, including court costs and attorney's fees, which may occur as a result of my own negligent or intentional act or omission while participating in any swimming or hiking excursions or other physical activity, indoors or outdoors.

#### **GOVERNING LAW AND JURISDICTION**

**South Carolina Law and Courts.** This Agreement (comprising the Registration Form and the Terms and Conditions Agreement, Including Limitations of Liability, Release and Waiver of Liability, Assumption of Risk and Indemnity) shall be interpreted in accordance with the laws of South Carolina, without giving effect to provisions as to conflicts of laws. Any disputes relating in any way to this Agreement will be resolved in the state or federal court located in (or if none is located in, then the nearest to) Charleston, South Carolina, which court will have exclusive jurisdiction and venue over such dispute.

#### **SEVERABILITY, INTERPRETATION AND CONSTRUCTION**

Should any clause, sentence, provision, paragraph or part of this Agreement for any reason whatsoever, be adjudged by any court of competent jurisdiction, or be held by any other competent government authority having jurisdiction, to be invalid, unenforceable, or illegal, such judgment or holding shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph or part of this Agreement directly involved, and the remainder of this Agreement shall remain in full force and effect.

Should any provision be adjudged as overly broad, the Participant and Divinely Inspired Living Media LLC agree to interpret the provision to provide the broadest protections for Divinely Inspired Living Media LLC as allowed by law.

The Participant and Divinely Inspired Living Media LLC agree that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against either party to this Agreement.

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**KNOWING AND VOLUNTARY EXECUTION**

**I have carefully read the Registration Form and these Terms and Conditions and fully understand their contents. I am also aware that these documents contain releases and waivers of liability, agreement to hold harmless and covenants not to sue (hold harmless), limitations of liability, and assumption of risks and promises to indemnify. I voluntarily and knowingly agree that in signing this Agreement I have given up substantial rights. I understand this Agreement constitutes a contract between myself and Divinely Inspired Living Media LLC, and I sign it of my own free will.**

**PARTICIPANT:**

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

**DIVINELY INSPIRED LIVING MEDIA LLC**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its: \_\_\_\_\_

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