

ESCAPE TO COSTA RICA RETREAT

This agreement (“Agreement”) is made and entered into on _____, 2024 (“Effective Date”) between and among KARIN EISEN YOGA LLC, (aka KEYoga) “the Company,” as represented by KARIN EISEN, hereafter referred to as the “Coach,” and _____, hereafter referred to as the “Client.”

THEREFORE, the Coach and the Client agree as follows:

1. TERMS.

- a. The purpose of this Agreement is to set forth the details of the ESCAPE TO COSTA RICA (“the Retreat”) as outlined on (<https://www.karineisen.com/costa-rica-feb-23-mar-2-2025>) (the “Website”) taking place from February 23, 2024 to March 2, 2025, as well as the Parties relationship to ensure each are clear as to respective roles so that the experience will be positive, productive, and comfortable.
- b. The Retreat will include the following:
 - i. 7 Nights Accommodations (shared rustic bungalows)
 - ii. 3 locally sourced meals a day
 - iii. 4 daily yoga, pranayama, meditation classes
 - iv. Other activities and/or workshops as determined by the Coach will be included.
 - v. Additional food, items, transportation, and resources may be included at Coach’s discretion.
- c. Any and all costs for lodging/transportation/food and other not listed above are the responsibility of the Client. Client acknowledges that no other costs beyond those described herein will be included in the cost of the Retreat.
- d. Client will inform the Coach of any dietary restrictions at least fourteen days (14) prior to the start of the Retreat.

2. PAYMENT TERMS.

- a. The Client will make payment via check, payable to Karin Eisen.
 - b. Payments are non-refundable as of December 1, 2024.
3. **DISCLAIMERS.** By participating in the Retreat, Client acknowledges that the Coach or guest speakers are not acting as medical doctors, psychologists, therapists, lawyers, or financial advisors, and coaching and services provided do not replace the care of other professionals. Coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.

The Coach may provide the Client with information and/or products that the Coach believe might benefit the Client, but such information is not to be taken as an endorsement. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.

The Coach may provide Client with third-party recommendations for such services as photography, business, legal, financial, health, or other related services to utilize either during or after the Retreat. Client agrees that these are only suggestions and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party. Any testimonials or examples shown through the Website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the participation in the Retreat.

4. **CLIENT RESPONSIBILITY; NO GUARANTEES.** Client acknowledges that the Coach has not and does not make any representations as to a future outcome of any kind that may be derived as a result of the Retreat. Client accepts and agrees that Client is 100% responsible for results from the Retreat. The Coach makes no representations, warranties or guarantees verbally or in writing regarding Client's performance.

5. **INTELLECTUAL PROPERTY RIGHTS.** In respect of the documents specifically created for the Client as part of this Agreement, the Coach maintains all of the copyright, other intellectual property rights, of their Materials. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the Coach to provide the services and the products, systems, programs or processes, produced by the Coach pursuant to this Agreement.

6. **RELEASE.** The Coach/Company may take photographs, videos, audio recordings, or other recordings during the Retreat that Company may use for future commercial or non-commercial purposes. Client agrees and understands that by participating in the Retreat, Client is consenting to being recorded and photographed and to the use of Client's likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit.

7. **LIABILITY WAIVER & ASSUMPTION OF RISK.** While the Coach will take every possible measure to ensure safety of the Client during the Retreat, the Coach cannot control every circumstance. The Client is legally responsible for their safety and any belongings and agrees to, and will be held legally liable for the following statements:

I, the Client hereby accept all risk to my health and of my injury or death that may result from participating in the Retreat and I hereby release the Coach, and the Coach's respective companies, officers, employees, interns, sponsors and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Retreat, whether caused by negligence of the Coach, employees, or representatives, or otherwise.

I further agree to indemnify and hold harmless the Coach and any third-party from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Retreat. Under no circumstances will the Coach or their assigns be held liable for my injury or death or any loss or damage of my personal belongings, any hotel or travel incidentals, including any damages, resulting from my participation in Retreat.

Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Retreat, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify the Coach verbally and in writing if I am at any time injured prior to, during, or after the Retreat in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that the Coach is not legally obligated to act on that information in any way or to providing any medical service whatsoever to me.

COVID-19 Assumption of Risk. I understand that while The Coach/Company has undertaken reasonable steps to lessen the risk of transmission of COVID-19 (which includes related variants as well) in connection with the Retreat, The Company is not responsible in any manner for any risks related to COVID-19 in connection with the Retreat. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death.

I am fully aware that participation in the Retreat (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3)

injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from attending the Retreat, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

8. **MEDICAL & HEALTH CONDITIONS.** Client must make the Coach aware at the time of booking any pre-existing medical conditions, food allergies, or if Client is taking any specific medication, if Client does not make the Coach aware of these at the time of booking, the Company will not be held responsible for any health issues that arise from possible contraindications.

9. **INTERNET ACCESS & SECURITY.** Wireless Internet access, where available, is not guaranteed and is provided subject to third party terms and conditions, which are available when accessing the system. The Coach reserves the right to disclose Client's details to the internet service provider if it is discovered that Client illegally downloaded content from the internet or otherwise engaged in unlawful activity while at the Retreat.

10. **ADDITIONAL CONSENT & RELEASE PERMISSIONS.** By attending the Retreat, you, the Client, are entering an area where photography, audio, and video recording may occur. By attending you consent to photograph, video recording and audio recording and its/their release, publication, exhibition, or reproduction to be used for promotional purposes, advertising, and inclusion on websites.
11. **TRAVEL DOCUMENTATION & INSURANCE.** It is the Client's responsibility to ensure that she has all the relevant travel documentation, insurance and arrives at the airport on time. Not having the correct documents is solely the responsibility of the Client.
12. **TRANSPORT.** The Coach can accept no responsibility for delay or cancellation of any flights, train, buses or other forms of transport.
13. **HEALTH & SAFETY REGULATIONS.** The Client must comply fully with all and any health and safety regulations. The Client must ensure that she is medically and physically fit and able to use the facilities and participate in activities. If Client has injuries or illnesses, she is advised to seek doctor's advice if planning to do physical activities. The Coach is not liable for any injuries to the Client in her use of facilities or participation in activities.
14. **LOSS OR DAMAGE.** The Coach cannot accept any responsibility for loss or damage of personal possessions or valuables of the Client.
15. **LIABILITIES.** The Coach shall not be liable for any failures beyond its control. This covers natural disasters, war, other 'acts of nature', closure of airports, civil strife, accidents or failure to perform by third parties, including suppliers and subcontractors. The Coach accepts no liability for loss, damage, injury or illnesses which may be received during the Client's stay or travel.

16. **DISCLAIMER OF WARRANTIES.** The Retreat and activities involved provided by the Coach under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose.
17. **FORCE MAJEURE.** In the event that any cause beyond the reasonable control of either Party, including without limitation acts of nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, country travel advisories, a pandemic as defined by the World Health Organization, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party’s performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.
18. **OTHER.** Coach may have to make changes to details, including dates and/or location, both before and after the Retreat has been confirmed and/or cancel the confirmed Retreat. The Coach will endeavor to avoid changes and cancellations but reserves the right to do so. If the Coach must cancel, Client will be informed as soon as possible, and Coach will reschedule for an agreed upon future date.
19. **NON-DISPARAGEMENT.** The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client’s associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or

negative toward, the Coach or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

20. **DISPUTE RESOLUTION.** If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Doylestown, PA or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania within the United States regardless of the conflict of laws principles thereof. If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

22. **GOOD FAITH.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance and any termination of this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. No representations, inducements, promises, or agreements which are not embodied herein shall be of any force or effect. This Agreement may not be modified,

amended, varied, waived, explained, added to, extended, changed in any way, except by a written instrument executed by a person authorized to execute such an instrument on behalf of both the Client and the Coach.

The parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

SIGNED by _____ Date _____

NAME: Karin Eisen

Karin Eisen Yoga LLC

SIGNED by _____ Date _____

NAME: