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2023

Eat, Paint, Love Italy Retreat

Registration form must be received by January 1, 2023.

Enrollment is limited.

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City and Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Information

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thrive Creative Community reserves the right to cancel this retreat, and will refund the full balance. Participants who cancel a paid enrollment by December 1st, 2022 will receive a full refund. If cancellations are made after December 1 but before January 1, 50% of fees will be refunded. Cancellations made after January 1, the fee will not be refunded. There are **no exceptions** to this policy.

By providing your registration along with your payment you agree to the following:

**Retreat Agreement**

*Please carefully read all the terms and conditions of this contract detailed below for the retreat with Thrive Creative Community (hereinafter, “Company”). For and in consideration for being permitted to participate in the retreat you have selected with Company (the “Retreat”), you (the undersigned) agree to accept and be bound by the terms and conditions set forth herein.*

1. **RETREAT DETAILS.** Retreat details such as information about the destination, accommodations, departure and return dates, any included meals, included classes (“Retreat Classes“), and payment details will be shared via email and/or the Thrive Creative Community website.  PLEASE READ AND ENSURE YOU UNDERSTAND THE RETREAT DETAILS AND POLICIES DETAILED HEREIN.
2. **REGISTRATION**. To reserve a spot for the Retreat, you must follow the instructions to submit your information and payment specified on the Retreat website page and registration page for the Retreat. The “Total Payment” must be paid to reserve your spot. You will NOT have a reserved spot for the Retreat if you fail to provide all of the Registration Materials.
3. **CONFIRMATION AND ITINERARY SUBJECT TO MODIFICATION.** After Company receives your Registration Materials, you will receive a confirmation email. Please contact us if you do not receive a confirmation email within five (2) business days of submitting your Registration Materials. Thereafter, we may send you, and you consent to receive, correspondence related to the Retreat and the Company, including the itinerary for the Retreat. Such itinerary is subject to change and Company expressly reserves the right to modify the itinerary at any time due to availability of third party vendors, weather conditions, local conditions, or other circumstances out of our control (see also Section 7 below).
4. **PAYMENT TERMS.** 
   1. **Total Payment.** The Total Payment is due in full upon Registration unless specific individual payment arrangements are made in writing with the Company.  IF COMPANY DOES NOT RECEIVE YOUR TOTAL PAYMENT ON OR BEFORE THE PAYMENT DUE DATE, COMPANY MAY CANCEL YOUR RESERVATION WITHOUT NOTICE.
5. **TRAVEL INSURANCE.** We strongly recommend the purchase of travel insurance for the Retreat. You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the Retreat with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively “Losses”). You will be solely responsible for any Losses related to your failure to procure travel insurance.  Company is not responsible for any Losses you incur and/or sustain.
6. **CHANGES OR CANCELLATION.**
   1. **Changes.** Company reserves the right to make changes to any and all aspects of Retreat (which may include without limitation changes to the types and/or timing of activities available during the Retreat, items and/or services included with the Retreat, the itinerary, and/or the nature of the Retreat Classes) if, in Company’s sole discretion, Company deems it necessary to do so if an act or omission of a third party prevents any aspects of the Retreat or any portion of the Retreat from proceeding as planned, due to conditions that may be hazardous, dangerous, or otherwise  adverse or threatening or for any other reason considered commercially necessary by Company.  You will not be eligible for any refunds of any amounts based on any such changes to the Retreat.
   2. **Cancellations**.
      1. **By Company.**  Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts.  
         In no event will Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.
      2. **Effect of Changes or Cancellation.** In the event of any change or cancellation under this Section 7, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in Sections 7(b)(i) and 7(b)(ii)) and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.
7. **PHOTOS, VIDEO, OTHER MEDIA RELEASE.** By and in consideration for being permitted to participate in the Retreat, you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, “Likeness”) worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion.  You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Retreat (by Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.
8. **VOLUNTARY PARTICIPATION IN PHYSICAL ACTIVITY.** You acknowledge that you are voluntarily participating in the Retreat with Company, which may include physical activity including without limitation walking, hiking, dancing, swimming, Retreat Classes, and various other exercises or physical activity (“Physical Activity”). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Retreat and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Retreat.
9. **HEALTH AND FITNESS ELIGIBILITY.** You represent that you are over the age of eighteen (18) and are healthy, in good physical and mental health and are fully capable of participating in the Retreat. You further represent that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Retreat, including any Physical Activities. You have consulted with your physician and your physician has authorized you to participate in the Retreat, including any Physical Activities.  You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to the Departure Date. Documentation from your physician confirming your clearance to participate in the Retreat can be provided upon request.  If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Retreat, you will cease participation in the same and seek appropriate medical attention. YOU ARE HEREBY ADVISED THAT ANY MEDICAL OR EVACUATION EXPENSES WILL BE YOUR SOLE RESPONSIBILITY. As a result, we strongly encourage you to purchase travel insurance with appropriate coverage for your needs. We reserve the right in our sole discretion to refuse your participation in the Retreat, any Retreat Classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Retreat or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.
10. **ASSUMPTION OF RISK.** You understand that accidents may occur during the Retreat, and that participants can sustain fatal and/or serious personal injury.  You may also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country/state/city of residence. It is your own responsibility to familiarize yourself with all possible relevant travel information in connection with your participation in the Retreat. Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during your participation in the Retreat. YOU ACKNOWLEDGE THAT YOUR DECISION TO PARTICIPATE IN THE RETREAT IS MADE IN FULL CONSIDERATION OF THE FOREGOING INFORMATION AND THAT YOU SOLELY AND EXCLUSIVELY ASSUME THE RISKS INVOLVED WITH PARTICIPATING IN THE RETREAT. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE RETREAT.
11. **INJURY**.  In the event you are injured while participating in the Retreat, you agree to assume all financial obligations for any and all medical costs you incur.  You acknowledge and agree that IN NO EVENT SHALL COMPANY AND/OR ANY COMPANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE RETREAT.
12. **WAIVER OF LIABILITY AND RELEASE.**  IN CONSIDERATION FOR PARTICIPATING IN THE RETREAT,  YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE COMPANY, ITS OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES, AND OTHER REPRESENTATIVES (EACH A “COMPANY PARTY” AND COLLECTIVELY, THE “COMPANY PARTIES”) FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (INCLUDING BUT NOT LIMITED TO ANY EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, MEDICAL EXPENSES, LOST WAGES/INCOME, LOSS OF SERVICES, LOST PROFITS, PROPERTY DAMAGE, PAIN, ILLNESS, AND DEATH) (COLLECTIVELY “LIABILITIES”) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE RETREAT AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. You have been advised and urged to obtain travel insurance to cover against Liabilities resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other Liabilities associated with travel and your participation in the Retreat. You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Retreat.
13. **INDEMNITY.** YOU FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY PARTIES FROM ANY AND ALL LIABILITIES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS’ FEES) THAT ONE OR MORE OF THE COMPANY PARTIES MAY INCUR AS A RESULT OF YOUR PARTICIPATION IN THE RETREAT, WHETHER CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE (BUT EXCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A COMPANY PARTY), TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.
14. **BINDING EFFECT.** It is your express intent that this Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE any of the Company Parties.
15. **GENERAL.**
    1. **Entire Agreement.** This Agreement constitutes the entire agreement between you and Company, and supersedes any prior agreement, regarding the subject matter herein.  You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Company Party.
    2. **Force Majeure.** If Company is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Company’s reasonable control, COMPANY WILL BE UNDER NO LIABILITY WHATSOEVER TO YOU AND MAY, AT COMPANY’S SOLE DISCRETION, BY WRITTEN NOTICE TO YOU, EITHER CANCEL THE RETREAT PURSUANT TO SECTION 7 OR TAKE ANY OTHER REASONABLE ACTION.
    3. **Choice of Law and Jurisdiction.**  You irrevocably agree that this Agreement shall be governed by the laws of the State of Colorado, that any mediation, suit, or other proceeding must be filed or entered solely and exclusively in Denver, Colorado and that the federal or state courts located in Denver, Colorado and any courts of appeal therefrom shall have sole and exclusive jurisdiction to settle any dispute arising under or in connection with this Agreement (including any disputes as to this Agreement’s existence or validity).  You waive any objection (on the grounds of lack of jurisdiction, forum non conveniens, or otherwise) to the exercise of jurisdiction by such courts.
    4. **Interpretation.**  You acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.
    5. **Severability.**  If any portion(s) of this document is/are held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, such portion(s) shall be interpreted and/or reformed without further action of the parties hereto to render them valid and enforceable when applied to the facts at issue and the lawfulness, validity, and enforceability of such provision(s) as applied to any other facts, and the lawfulness, validity, or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.
    6. **Waiver.** The failure or delay by Company to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein.   Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.
    7. **Headings**.  The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein.
16. YOU ARE AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THE RETREAT, AND ACKNOWLEDGE THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LIABILITY, WHICH CREATES A CONTRACT BETWEEN YOU AND COMPANY.  **BY YOUR SIGNATURE BELOW, IT IS YOUR INTENTION TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ANY OTHER LIABILITY UPON YOURSELF, TO THE EXCLUSION OF COMPANY AND ALL COMPANY PARTIES, AND TO EXEMPT COMPANY AND ALL COMPANY PARTIES FROM LIABILITY FOR, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR ANY OTHER LIABILITIES.**

Name of Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_