



BECOMING BALANCE

Effective date: November 1, 2020

BECOMING BALANCE RETREAT PARTICIPATION AGREEMENT

Welcome to Becoming Balance!

The La Buena Vibra retreat with Becoming Balance is a transformative 8-day training program designed to utilize traditional yoga techniques and modern movement modalities. Unlike many other yoga retreats currently available on the market, Becoming Balance will not limit your exposure to yoga alone, while at the same time, facilitate a clear first-hand understanding of the authentic yogic process.

Why You're Reading This Document

The purpose of this Retreat Participation Agreement (the "**Agreement**") is to communicate our expectations of you and what you can expect from us during the program (the "**Retreat**").

1. **Parties.** This Agreement is made between Daniel De France and Sarah Bonsall who operate as Becoming Balance Partnership with a Business Identification Number of 290500628 ("**Becoming Balance**," "**We**," "**Us**") and the Retreat Participant as outlined in Section 11 below ("**You**" and "**Your**").
2. **What to Expect During the Retreat.** Becoming Balance will provide a quality experience to you in the form of a yoga retreat complete with guided asana practices, alternate movement training sessions, group events and self-exploration. The details of the Retreat are described in Schedule "A" Program Selection and Payment Terms.
3. **What We Expect of You.** As a participant in the Retreat, we expect that you will adhere to the expectations set out in Schedule "B" Expectations. Failure to comply with these expectations entitles us to terminate this Agreement, effective immediately, as set out in Section 7 below.
4. **Payment.** In exchange for the Retreat, you will pay to Becoming Balance the amounts set out in Schedule "A" Program Selection and Payment Terms (the "**Tuition**"). Payments must be received by Becoming Balance prior to the dates set out in Schedule "A". Payments may be made via PayPal or other online payment method, as agreed upon prior. If there are any outstanding amounts owing on the Training Start Date (as defined in Schedule "A"), you will not be permitted to participate in the Training.
5. **Refunds and Cancellations.** Becoming Balance has a strict no refund policy for any payments made for the Retreat. However, International students are eligible for a full refund in the event of Covid-related issues preventing them from attending. In the event of an emergency or unforeseen circumstance, Becoming Balance retains the exclusive and sole discretion to offer a refund should it be deemed appropriate, the decision of which will be made only by Becoming Balance.
6. **Term and Termination.** This Agreement begins on the Retreat Start Date and will continue until the Retreat End Date (as those dates are defined in Schedule "A"). If you no longer want to participate in the Retreat, you must provide written notice to us (an email is fine). If we need to terminate this Agreement (for example, if we need to cancel the Training) we will do our best to provide you with as much notice as possible. Becoming Balance also retains the right to terminate this Agreement immediately if you do not adhere to the expectations as outlined in Schedule "B".
7. **Insurance.** Having travel insurance is mandatory and you understand that it is your responsibility to have it before participating in the Retreat. It is not the responsibility of Becoming Balance to ensure you have secured travel insurance.
8. **Ownership of Intellectual Property.** All materials provided in connection with the Retreat, including without limitation, written or printed documents, photographs, audio and video recordings and software programs, and



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all copies and derivative works relating thereto (the “**Training Materials**”), are and will remain the sole and exclusive property of Becoming Balance. You have a limited, non-exclusive right to use the Training Materials to the extent necessary to complete the Retreat and to teach yoga classes after the Retreat. An example of something you are not allowed to do with the Training Materials would be to create a photocopy or reproduce the Training Materials and give it to a friend or sell it to someone. Another example would be to use the Training Materials to create your own yoga retreat program, or to provide the Training Materials to someone who intends to do so.

9. **Legal Things That Are Really Important.** Please read this Section. This Section is very important and ensures that you understand that there is a risk that you will injure yourself and that if you do, you can't sue Becoming Balance.
 - 9.1. **Inherent Risks.** You understand that participating in the Retreat has inherent risks, some of which may be more obvious than others. These risks include but are not limited to dizziness, fainting, skeletomuscular injuries (muscle tears, broken bones, etc.), cardiovascular issues (irregular heartbeat, heart attack, death etc.) and any other injury resulting from exercise, whether or not the injury came as a result of the negligence of yourself, negligence of others at the location of the Retreat, or negligence of Becoming Balance. You understand that the risks outlined in this Section of the Agreement are risks you will be exposed to during the Retreat and can result in serious bodily and mental harm and a vast array of injuries which could alter your quality of living significantly and may even result in death. Should you have any concerns or doubts about your health or ability to participate in any of the activities in the Retreat, which may include but are not limited to yoga, cardiovascular exercise, bodyweight exercises, stretching, etc., we insist you act prudently and inform us immediately of your concerns.
 - 9.2. **Medical Advice.** You acknowledge that you will consult with a physician prior to beginning the Retreat or that you are certain that your medical and fitness levels are sufficient for you to participate in the Training. It is understood between the parties that attendance and participation in the Retreat means you have taken the necessary precautions to ensure that you are healthy enough to do so.
 - 9.3. **Medical Disclosure.** You agree to disclose any pre-existing medical condition that might affect your attendance and participation during the Retreat, including but not limited to physical injury and mental illness. Becoming Balance reserves the right to dismiss any participant who fails to disclose applicable medical history prior to the Retreat.
 - 9.4. **Voluntary Assumption of Risk.** Having read this Section of this Agreement and being fully aware of the risks of participation in the Retreat, your signature at the bottom of this Agreement and participation in the Retreat illustrates your voluntary participation and assumption of the risks of the Retreat. You further agree that you have full capacity to agree to the voluntary participation in the Retreat.
 - 9.5. **Release, Waiver, and Indemnity.** In consideration of Becoming Balance allowing you to participate in the Retreat and for good and valuable consideration, you hereby release Becoming Balance and its directors, officers, employees, agents, heirs, executors, administrators, successors and assigns from any liability and damages arising from personal injuries or death, however caused including out of negligence, during your participation in the Retreat with Becoming Balance. You understand that you are releasing Becoming Balance at your own risk and that you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Retreat with Becoming Balance. Further, you agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future. You hereby indemnify and hold harmless Becoming Balance and their agents, heirs, executors, administrators, successors and assigns from any and all liability for any property damage or personal injury to any third party resulting from your participation in the Retreat.
 - 9.6. **Media Release.** You agree to grant Becoming Balance the irrevocable right and permission to use, throughout the world and in perpetuity, your image, video content, likeness, motion pictures,



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photographs, videotapes, recordings or any other record of your participation at the Retreat, for any purpose, including commercial use. **Translation:** you give Becoming Balance permission to use images, video, and any other recording of you anywhere in the world, for any purpose, forever. For example, if we film a promo video of the Retreat and it has you in it then we are allowed to post that on our website, social media pages, or use it for any purpose whatsoever without asking you for permission.

10. **Standard Legal Things.** You know you're almost at the end of the Agreement when you get to the standard stuff that no one cares about but is still kind of important! **Jurisdiction.** This Agreement will be governed exclusively by the laws of the Province of Ontario. **Severability.** If any provision of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

11. PARTICIPANT INFORMATION

Printed name _____

Signature _____ Date _____

Phone number: _____

E-mail: _____

Emergency Contact Name and Number: _____

SCHEDULE "A" PROGRAM SELECTION AND PAYMENT TERMS

Retreat Program	La Buena Vibra Retreat
Retreat Location	Tepoztlán, Morelos, Mexico
Retreat Start Date	March 27, 2021
Retreat End Date	April 3, 2021



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SCHEDULE "B" EXPECTATIONS

Failure to adhere to these Expectations entitles us to terminate this Agreement immediately and remove you from the Retreat.

1. Any form of bullying or the spreading of negativity is grounds for immediate removal from the program.
2. The use of drugs and other illicit substances is strictly prohibited.
3. Becoming Balance cannot be held liable for any personal injury or loss of personal belongings suffered prior to, during, or after the program as a result of any information and/or instruction provided.