

RECONNECTING WITH SOURCE RETREAT

Retreat Participation Agreement, Assumption of Risk, Release of Liability, and Participant Terms

This Retreat Participation Agreement ("Agreement") is entered into by and between Amalgamist Coaching LLC ("Organizer") and the undersigned participant ("Participant") for participation in the Reconnecting with Source Retreat taking place in St. Martin from October 5–9, 2026.

By signing this Agreement, Participant acknowledges that they have read, understood, and voluntarily agree to all terms set forth below.

1. PURPOSE OF THE RETREAT

The Reconnecting with Source Retreat is a personal development, coaching, and wellness experience designed to support self-reflection, personal growth, restoration, connection, and exploration.

Retreat activities may include:

- Individual and group coaching
- Facilitated discussions
- Somatic practices
- Mindfulness and reflection exercises
- Wellness activities
- Swimming and snorkeling
- Outdoor excursions
- Recreational activities
- Group meals and social gatherings

Participant understands that the retreat is educational and developmental in nature and is not intended to diagnose, treat, cure, or prevent any medical or psychological condition.

2. COACHING DISCLAIMER

Participant understands and agrees that:

- Coaching is not therapy, counseling, psychotherapy, psychiatry, or medical treatment.
- Organizer and facilitators do not provide medical, mental health, legal, financial, or healthcare advice.
- Coaching is intended to support personal growth and self-discovery.
- Participant remains solely responsible for their decisions, actions, health, and outcomes.
- No specific results or outcomes are guaranteed.

Participant agrees to seek appropriate professional assistance for any medical, mental health, legal, or financial concerns.

3. VOLUNTARY PARTICIPATION

Participant acknowledges that all retreat activities are voluntary.

Participant may decline participation in any activity and accepts full responsibility for determining whether participation is appropriate based on their own physical, emotional, and medical condition.

4. ASSUMPTION OF RISK

Participant understands that participation in the retreat involves inherent risks, including but not limited to:

- International travel
- Air travel and airport transportation
- Swimming and snorkeling
- Boat transportation and water activities
- Hiking and outdoor excursions

- Physical movement and wellness activities
- Exposure to weather, heat, sun, insects, and marine life
- Emotional responses arising from coaching or personal reflection
- Illness, injury, disability, property loss, theft, accidents, or death

Participant knowingly and voluntarily assumes all risks associated with participation in the retreat and agrees to hold harmless the Organizer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the Participant's participation in the activities or transactions described in the Reconnecting to Source Retreat Package.

5. WATER ACTIVITIES AND SNORKELING ACKNOWLEDGMENT

Participant understands that swimming, snorkeling, boating, and other water-based activities involve additional risks, including but not limited to:

- Drowning
- Injury
- Currents and changing weather conditions
- Marine life encounters
- Equipment failure
- Medical emergencies

Participant certifies that they are physically capable of participating in such activities and agrees to follow all safety instructions provided by guides, captains, excursion operators, and retreat staff.

Participation in all water-based activities is voluntary.

6. HEALTH REPRESENTATIONS

Participant certifies that they are physically, mentally, and emotionally capable of participating in retreat activities.

Participant agrees to:

- Consult with healthcare providers if needed regarding participation.
- Carry all required medications.
- Inform Organizer of any relevant limitations or concerns.
- Seek medical treatment at their own expense if necessary.

Participant understands that medical services available in St. Martin may differ from those available in their home country.

7. EMERGENCY MEDICAL AUTHORIZATION

In the event of a medical emergency, Participant authorizes Organizer to seek emergency medical assistance on Participant's behalf when Participant is unable to do so.

Participant assumes responsibility for all resulting medical expenses.

Emergency Contact

Name: _____

Relationship: _____

Phone: _____

8. TRAVEL RESPONSIBILITIES

Participant is solely responsible for:

- Airfare and transportation to and from St. Martin
- Passport and travel documentation
- Entry requirements
- Transportation not specifically included in retreat materials

- Travel delays and interruptions
- Lost, damaged, or delayed baggage
- Personal expenses

Organizer is not responsible for travel-related disruptions or expenses.

9. REQUIRED TRAVEL INSURANCE

Participant agrees to purchase and maintain travel insurance covering the duration of the retreat.

Proof of coverage may be requested by Organizer prior to retreat participation.

Participant's policy should include:

- Trip cancellation coverage
- Trip interruption coverage
- Emergency medical coverage
- Emergency medical evacuation coverage
- Travel delay coverage
- Lost or delayed baggage coverage

Participant acknowledges that Organizer does not provide travel insurance and is not responsible for losses that could otherwise be covered through such insurance.

Failure to obtain required travel insurance may result in cancellation of participation at Organizer's discretion.

10. INDEPENDENT CONTRACTORS AND THIRD-PARTY PROVIDERS

Participant understands that certain services may be provided by independent third parties, including but not limited to:

- Snorkeling operators

- Boat captains
- Transportation providers
- Massage therapists
- Yoga instructors
- Wellness practitioners
- Tour guides

Organizer does not control these providers and is not responsible for their acts, omissions, negligence, services, equipment, scheduling, or performance.

Any claims related to services provided by third parties must be directed to those providers.

11. RELEASE OF LIABILITY

To the fullest extent permitted by law, Participant releases, waives, and forever discharges Amalgamist Coaching LLC and its owners, employees, contractors, facilitators, volunteers, agents, representatives, and affiliates from any and all claims, liabilities, damages, losses, costs, expenses, or causes of action arising from participation in the retreat, including participation in coaching sessions, wellness activities, transportation, accommodations, excursions, recreational activities, and related services.

Participant knowingly accepts all risks associated with participation.

12. CONFIDENTIALITY

Participant agrees to respect the privacy and confidentiality of fellow participants.

Personal stories, experiences, and information shared during the retreat should remain confidential.

Participant understands that Organizer cannot guarantee the actions of other participants and therefore cannot guarantee confidentiality.

13. PHOTOGRAPHY AND MEDIA RELEASE

Photographs, videos, and recordings may be captured during the retreat.

Please select one:

_____ I grant permission for my image, voice, and likeness to be used in future marketing, promotional materials, websites, newsletters, and social media.

_____ I do not grant permission for my image, voice, or likeness to be used.

14. CODE OF CONDUCT AND PARTICIPANT REMOVAL

Participant agrees to contribute to a respectful, safe, and supportive retreat environment.

Organizer reserves the right to remove any participant without refund if Participant:

- Creates a safety concern
- Harasses, intimidates, or threatens others
- Engages in abusive, disruptive, or discriminatory behavior
- Violates retreat guidelines
- Engages in illegal conduct
- Becomes impaired in a manner that jeopardizes their safety or the safety of others

Organizer's determination regarding participant removal shall be final.

15. RIGHT TO REFUSE OR CANCEL REGISTRATION

Organizer reserves the right, in its sole discretion, to refuse, decline, or cancel any registration prior to the start of the retreat if Organizer reasonably determines that participation may not be appropriate, safe, or aligned with the retreat experience.

In such cases, Organizer may, at its sole discretion, provide a full or partial refund of retreat fees paid.

Organizer shall not be responsible for airfare, travel expenses, accommodations booked outside the retreat, or any other participant expenses.

16. ACCOMMODATIONS AND ROOM ASSIGNMENTS

Organizer will make reasonable efforts to honor room selections and accommodation preferences.

However, Participant acknowledges that room assignments may be modified due to operational requirements, maintenance issues, cancellations, safety concerns, or other unforeseen circumstances.

Organizer will make reasonable efforts to provide accommodations of comparable value.

17. PROPERTY DAMAGE

Participant agrees to treat the retreat property, furnishings, equipment, and facilities with reasonable care.

Participant accepts responsibility for any damage caused through intentional misconduct, negligence, recklessness, or misuse.

Participant agrees to reimburse Organizer for reasonable repair, replacement, or cleaning costs resulting from such damage.

18. CANCELLATION, TRANSFER, AND REFUND POLICY

Due to the limited number of retreat spaces and Organizer's advance financial commitments for accommodations, transportation, excursions, meals, staffing, and retreat operations, all retreat payments are non-refundable.

No refunds will be issued for any reason, including but not limited to:

- Participant cancellation
- Illness or injury
- Family emergencies

- Scheduling conflicts
- Travel delays
- Missed flights
- Personal circumstances
- Early departure from the retreat

Participant acknowledges that Organizer reserves a limited retreat space specifically for Participant.

Participant may request to transfer their retreat registration to another participant identified by Participant and approved by Organizer.

Transfers:

- Must be requested in writing no later than fourteen (14) days before retreat start.
- Are subject to Organizer approval.
- May be subject to an administrative transfer fee.
- Require the replacement participant to complete all registration documents and agreements.

Organizer is under no obligation to locate a replacement participant.

Participant acknowledges that required travel insurance is the primary means of recovering costs related to cancellation, interruption, illness, or emergencies.

19. FORCE MAJEURE

Organizer shall not be liable for cancellation, interruption, delay, modification, or changes to the retreat caused by events beyond Organizer's reasonable control, including but not limited to:

- Hurricanes
- Tropical storms
- Natural disasters

- Government actions or travel restrictions
- Epidemics or pandemics
- Airline disruptions
- Civil unrest
- Labor disputes
- Acts of God

Organizer reserves the right to modify retreat activities, schedules, accommodations, and itineraries when reasonably necessary for safety or operational purposes.

20. ARBITRATION AND DISPUTE RESOLUTION

The parties agree to first attempt to resolve disputes through good-faith discussion.

If a dispute cannot be resolved informally, it shall be submitted to binding arbitration in North Carolina in accordance with applicable arbitration rules.

Each party shall bear its own legal fees and costs unless otherwise determined by the arbitrator.

21. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of North Carolina.

22. ACKNOWLEDGMENT

By signing below, Participant acknowledges that:

- They have read and understand this Agreement.
- They understand the risks associated with participation.
- They understand that travel insurance is required.

- They understand the retreat is non-refundable.
- They understand that coaching is not therapy or medical treatment.
- They voluntarily agree to all terms contained herein.

Participant Name: _____

Signature: _____

Date: _____

Organizer Representative: _____

Date: _____