

GAINS FIT Inc Terms & Conditions

IDENTIFICATION: Attendees are required to make reservations in the full name that is listed on his/her government document they will use for travel.

PAYMENTS: Our merchant account is with Stripe. Our payment plan processor is Partial.ly. All payment plan questions should be directed to Partial.ly support at <https://support.partial.ly/>

REFUNDS: All payments to GAINS FIT Inc d/b/a/ GAINS FIT Retreat are nonrefundable and non-transferable. This is because GAINS FIT Inc d/b/a/ GAINS FIT Retreat has contractual agreements with hotels and other vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make monthly payments on your retreat package.

CANCELLATION POLICY: Cancellation Policy for all retreats: Beginning the day of registration to 6 months before the first day of the retreat the cancellation fee is 25% of the total package cost. Six months to three months before the 1st day of the retreat the cancellation fee is 50% of the total package cost. Three months to one month before the first day of the retreat, the cancellation fee is 75% of the total package cost. Beginning 30 days before the first day of the retreat no refunds are allowed, and the cancellation fee is equal to 100% of the total package cost. Refund Timeframe: Please allow 30 days to receive refund (if any). Cancellations can be requested at <https://gainsfitretreat.com/faq/>

OVERNIGHT REGISTRATIONS: Deadline for overnight retreat registration is 31 days before the first day of the retreat. Full balance of retreat is due by the overnight registration deadline. Any registration not paid in full by deadline is subject to cancellation and cancellation policy will apply. Any registration not paid in full by deadline will not be confirmed with the retreat property for accommodations.

ROOMMATE MATCHING: Roommate matching is facilitated by connecting attendees together via sharing of contact information provided and approved for sharing by our attendees desiring a roommate for the retreat they are attending. This is not a formalized roommate matching program and GAINS FIT Inc d/b/a/ GAINS FIT Retreat is not responsible for any roommate disagreements or financial impacts. It is the responsibility and accountability of all attendees to communicate with their selected or chosen roommates their specific rooming expectations and potential annoyances. It is also each roommate's responsibility and accountability to communicate regarding package payments. Any package payment arrangements made per roommate up to and including cancellation of their retreat package can and will impact each roommate. If a roommate is unable to attend as originally planned, please note that the package price of the planned retreat will be adjusted to match the room occupancy which may render the remaining roommate(s) additional travel costs. Note that by your designation for a desired roommate as a solo attendee, your name, email address and phone number will be provided to other solo attendees as potential attendees to contact as a roommate option. Designation of a roommate is to be communicated in writing from each solo attendee deciding to room together. If communication is not received within two weeks of providing contact information to potential roommates, GAINS FIT Inc d/b/a/ GAINS FIT Retreat will default registration to a solo attendee and provide updated retreat invoices.

PASSPORTS AND VISAS: Attendees are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements.

TRAVEL PROTECTION: We highly recommend Travel Protection that helps provide coverage for Trip Cancellation, Interruption, Baggage Loss or Delay, Medical Expenses and more. We may provide suggestions of travel insurance carriers, but you are able to select any travel insurance carrier you choose for your coverage. Please note that we may receive some benefit from the travel insurance providers that we suggest. Please note that GAINS FIT Inc d/b/a/ GAINS FIT Retreat is not a licensed seller of travel insurance and only acts as a referring agent. Any questions or concern regarding coverage should always be directed to the carrier.

CHILDREN: All children under 18 must be accompanied by an adult. Accompanying adults are responsible for the safety of their children including providing any necessary safety equipment (such as infant/child seats) where appropriate. Music and activities at a GAINS FIT Retreat are not censored and the suggested age of participation is 18 years of age.

PRICES: All prices listed are per person based upon shared room occupancy unless otherwise clearly specified. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where clearly specified), passport and visa fees, and insurance. Prices are correct at time of publication. In case of human or computer error, GAINS FIT Inc d/b/a/ GAINS FIT Retreat reserves the right to re-invoice for the correct price or service. A full refund will be made to attendees who choose not to pay an increase due to error in price listing and GAINS FIT Inc d/b/a/ GAINS FIT Retreat receives a written cancellation within five days of the price increase notification.

AIRLINES: GAINS FIT Inc d/b/a/ GAINS FIT Retreat does not provide flights with any of the retreat packages. Transportation to and from any GAINS FIT Retreat is the responsibility of the attendee.

Covid Waiver: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization as of March 2020. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. GAINS FIT Inc d/b/a/ GAINS FIT Retreat has put in place preventative measures to reduce the spread of COVID-19; however, GAINS FIT Inc d/b/a/ GAINS FIT Retreat cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 during a GAINS FIT Retreat, may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, GAINS FIT Inc d/b/a/ GAINS FIT Retreat, its employees, vendors, partners, and volunteers. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to

yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your participation at a GAINS FIT Retreat. On your behalf, you hereby release, covenant not to sue, discharge, and hold harmless GAINS FIT Inc d/b/a/ GAINS FIT Retreat, its employees, vendors, partners, and volunteers of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of GAINS FIT Inc d/b/a/ GAINS FIT Retreat, its employees, vendors, partners, and volunteers, whether a COVID-19 infection occurs before, during, or after participation at a GAINS FIT Retreat. You represent that you have adequate insurance to cover any injury or illness you may suffer or cause while participating in a GAINS FIT Retreat, or else you agree to bear the costs of such injury or illness to yourself. You further represent that you have no medical or physical condition which could interfere with your safety in these activities, or else you are willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. You agree that if you are exposed or infected by COVID-19 during your participation in a GAINS FIT Retreat, then you may be found by a court of law to have waived your right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. You acknowledge that you have had sufficient time to read this entire document and, should you choose to do so, consult with legal counsel prior to signing. You have read and understood this document and you agree to be bound by its terms.

RELEASE FROM LIABILITY OF THIRD PARTIES: GAINS FIT Inc d/b/a/ GAINS FIT Retreat, its shareholders, directors, officers, employees and affiliates, (collectively " GAINS FIT Inc d/b/a/ GAINS FIT Retreat ") does not own or operate any entity which is to or does provide goods or services for the retreat including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors or vendors. As a result, GAINS FIT Inc d/b/a/ GAINS FIT Retreat is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, GAINS FIT Inc d/b/a/ GAINS FIT Retreat is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of GAINS FIT Inc d/b/a/ GAINS FIT Retreat. In addition, you release GAINS FIT Inc d/b/a/ GAINS FIT Retreat from its own negligence and assume all risk thereof.

WAIVER OF LIABILITY RELEASE: In consideration of being allowed to participate in fitness classes, breakout sessions, masterclasses, Let's Glow Crazy Dance Smash and any other physical activities during a GAINS FIT Retreat, hosted by GAINS FIT Inc , you forever waive, release and discharge GAINS FIT Inc

and all others acting on their behalf from any and all claims or liabilities for injuries or damages to your person and/or property, including those caused by negligent acts or omission of any of those mentioned or others acting on their behalf arising out of or connected with your participation in these activities, and you hereby agree to submit any and all claims to binding arbitration and abide by the judgment of that arbitration. You fully understand each physical activity during the retreat is optional and you may injure yourself as a result of your participation in any of the above mentioned activities and forever waive release and discharge GAINS FIT Inc from any liability now or in the future, including but not limited to muscle or ligament tears, strains, sprains, pulls, broken bones, dislocations, joint problems, shin splints, heat exhaustion, knee, back, hip or foot injuries, as well as the potential for heart attack, paralysis or death, however caused, occurring during or after your participation in any of the above mentioned physical activities. You declare yourself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent your participation in these activities. You understand that a medical examination to assure your physical fitness is desirable and obtaining such examination is your own responsibility. You acknowledge that you have had a physical examination and have been given your physician's permission to participate in these activities or you have decided to participate in these activities without the approval of your physician and do assume all responsibility for your participation in these activities. You fully understand that you are forever giving up, in advance, any right to sue or make claim against the parties you are releasing, if you suffer any injuries or damages, even though you do not know what or how extensive those injuries or damages might be. You are voluntarily assuming the risk of those injuries or damages. You understand that GAINS FIT Inc, providing and maintaining fitness classes, masterclasses, breakout sessions, Let's Glow Crazy Dance Smash, any other physical activities does not constitute an acknowledgement, representation or indication of your physiological well-being or a medical opinion relating thereto. You understand that some of the fitness classes and breakout sessions take place in carpeted areas, and you should use extreme caution when dancing on carpeted areas. You acknowledge and represent that you read the foregoing Waiver of Liability Form and understand it voluntarily as your own free act and deed and are not under any physical or emotional duress. You are at least eighteen (18) years of age and fully competent. In case of emergency, you are aware that you are financially responsible to those medical services.

BINDING ARBITRATION: You agree that any dispute concerning, relating or referring to this Agreement or any other literature concerning your retreat registration, or the retreat itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. Such proceedings will be governed by substantive (but not procedural) North Carolina law and will take place in Durham, NC. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

VOLUNTARY PARTICIPATION: You acknowledge that you have voluntarily registered to attend the retreat on your registration (or a retreat which you may change to) and that you have read the

description of the retreat as it appears in the current GAINS FIT Inc d/b/a/ GAINS FIT Retreat website relating to the retreat, together with all information contained in your registration. You are voluntarily participating in this retreat with knowledge of the hazards involved. KNOWING AND VOLUNTARY.

EXECUTION: You have carefully read these Terms and Conditions and the registration information sections of this document, and fully understand its contents. You are aware that this is a release of liability and a contract between yourself and GAINS FIT Inc d/b/a/ GAINS FIT Retreat and agree of your own free will. You agree to these Terms & Conditions and GAINS FIT Inc d/b/a/ GAINS FIT Retreat's Release from Liability, Assumption of Risk and Binding Arbitration Clause for yourself, each member of your traveling party and any minor children accompanying you.

PHOTOGRAPHIC RELEASE: GAINS FIT Inc d/b/a/ GAINS FIT Retreat may take photographs or video of its various activities during the retreat and attendees grant GAINS FIT Inc d/b/a/ GAINS FIT Retreat permission to do so and for it to use same for promotional or commercial use without payment of any compensation to the attendee.

USE OF WEB SITE: www.gainsfitretreat.com Agreement between Customer and GAINS FIT Inc d/b/a/ GAINS FIT Retreat: www.gainsfitretreat.com is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of www.gainsfitretreat.com constitutes your agreement to all such terms, conditions, and notices.

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Links to Other Websites: www.gainsfitretreat.com may contain hyperlinks to websites operated by parties other than GAINS FIT Inc d/b/a/ GAINS FIT Retreat. Such hyperlinks are provided for your reference only. GAINS FIT Inc d/b/a/ GAINS FIT Retreat does not control such websites and is not responsible for their contents.