

TERMS AND CONDITIONS OF THE “Creative Travel with Marlene - Morocco 2024”
PLEASE READ and AGREE TO THE TERMS AND CONDITIONS OF THE “Creative
Travel with Marlene - Morocco 2024”

SERVICES AGREEMENT

Between

[_____ of _____]

Your name

Your address

(the “Participant”)

And

[Soundwerk Audio Video Systems Inc dba Marlene Lowden Art & Yoga]

(the “Vendor” or “Retreat”)

1. In General

As part of registration, the Participant declares to accept these terms and conditions of registration for and participation in the Creative Travel with Marlene - Morocco 2024 event (the “Retreat”), hosted by the Vendor.

2. Payment and terms of payment

Upon registration, the guest will be invoiced and must pay a 50% deposit within 10 days to confirm their registration. The remaining sum is due on May 1st 2024.

3. Cancellation by the guest

Cancellations must be emailed to Marlene Lowden. Immediately after receipt of the cancellation request, Marlene Lowden will confirm the cancellation request via email. In case of cancellation, no refund will be provided. However, efforts will be made to fill your spot to refund you.

4. Cancellation by the Retreat

The Retreat reserves the right to cancel the event as may be required. In this case, all paid monies will be refunded. Cancellations are unlikely to happen, but could be the result of, but are not limited to: illness, natural disasters, an “Act of God,” border closures or limits on travel and assembly by other parties.

5. Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

In consideration of the Vendor accepting my booking for participation in the Retreat, I hereby agree as follows:

- a. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Vendor and its directors, officers, employees, agents and representatives, (all of whom are referred to collectively herein as (“the Releasees”));
- b. TO RELEASE THE RELEASEES from any and all liability from any loss, damage, injury, expense including during any transportation, excursions, or activities, that I may suffer or that my next of kin may suffer as a result of my participation in the Retreat, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
- c. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the Retreat;
- d. To be fully responsible for and assume all costs, expenses and claims that are a result of any and all efforts involved in the unlikely event of having to provide medical attention or other support to me; and
- e. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity;
- f. TO ACKNOWLEDGE that I am personally responsible for the property rented to me by the Vendor and I agree to return the property in the same condition as received. Normal wear and tear excepted. I will assume the responsibility to pay for the costs of any damage or loss to the equipment, the rental cost while being repaired or replaced, and loss of value.
- g. TO ACKNOWLEDGE that even with clear instruction, I understand that there is the possibility of injury and that it is my responsibility to consult a physician regarding any and all matters involving my personal health and including without limitation: (a) any prior or existing injuries; and (b) my ability to participate in the yoga classes offered by Marlene Lowden before coming to the Retreat.

I have read and understand this Liability Waiver Agreement and am aware that by accepting the Terms and Conditions, including this Liability Waiver Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releases and I am freely and voluntarily executing

the same.

6. Jurisdiction

This Agreement shall be interpreted in accordance with the laws of British Columbia and Canada without application of choice of law rules.

By signing below I agree to the terms and conditions listed above.

Soundwerk Audio Video Systems Inc dba Marlene Lowden Art & Yoga

Date

Participant Signature

Participant Name

Date

PLEASE INITIAL EACH BOX TO INDICATE THAT YOU HAVE READ AND AGREE TO THE STATEMENT. PLEASE FILL IN ANY ADDITIONAL INFORMATION AND SIGN THE BOTTOM.

I grant the RETREAT, its representatives and employees the right to take photographs of me. I authorise the RETREAT to copyright, use and publish the same in print and/or electronically. I agree that the RETREAT may use photographs of me for any lawful purpose, including for example such purposes as publicity, advertising and web content.

I understand that medical insurance is a requirement to participate in the RETREAT.

I have reviewed health recommendations by the Canadian government for Morocco and will be up to date on both routine and recommended travel vaccinations before departure in September 2024.
<https://travel.gc.ca/destinations/morocco#health>

Do you have any medical conditions or injuries? If so, please describe.

The RETREAT recommends that I purchase travel and cancellation insurance; I understand that I am responsible for my own travel and cancellation insurance.

I have a passport that is valid for 6 months after I expect to leave Morocco.

We will be serving mostly vegetarian meals (including dairy & eggs). Do you have any food allergies or preferences? If so, please describe.

I understand that the travel itinerary that has been presented may shift slightly due to weather and unforeseen circumstances.

Participant Signature

Participant Name

Date