

Phoenix Coaching, LLC DBA Shamanic Trekker
Sacred Valley and Machu Picchu Expedition – Peru 2020

Release and Assumption of Risk Agreement for _____

- (1) On this date, _____, as participant, _____, CLIENT, I am aware that during the Peru expedition, workshop, retreat, activity or program (herein "Activity"). I am participating in through Phoenix Coaching, LLC (hereinafter "PC, LLC") and arrangements made by PC, LLC certain risks may occur. These risks include, but are not limited to, the hazards of traveling at high attitudes, on rivers and waterways, hiking, mountain climbing, retreats, forces of nature and governments, travel by air, automobile, bus, boat and other conveyance, loss of or damage to personal property, injury or fatality due to high altitudes, collision with vehicle, boat, rock, log, or tree, or offshore the capsizing of a boat or other vessel, accident or illness in a remote place without medical facilities, water damage due to leaking bags or other containers, exposure to temperature extremes and inclement weather, and other risks and dangers which may result in serious injury or death.

In consideration of, and as part of payment for the right to participate in these activities and the services arranged through PC, LLC, I hereby assume all risks and voluntarily release and waive all claims against PC, LLC and its affiliates, officers, directors, employees, agents, and representatives, and will hold them harmless from any and all liability, action, cause of action, debts, negligence, claims, demands and damages of every kind or nature whatsoever, whether direct or indirect, contingent, consequential or otherwise, arising out of, related to, or which may be brought by myself or a third party in connection with my participation in the Activity or any other activities arranged by, through, or with PC, LLC. This agreement shall serve as a release, assumption of risk and hold harmless provision for me, my heirs, executors, administrators and assigns, and all members of my family, including any minors. I have read and agree to these terms and conditions. Phoenix Coaching, LLC will rely on this release in allowing me to participate in these activities.

Please initial here. _____ I have read and agree with the above terms and releases above. Authorization of use of an electronic signature.

TRAVEL TO PERU 2020 Tour Agreement

(1) THIS AGREEMENT entered into on _____ is for the arrangement of Travel and cultural experiences with Phoenix Coaching LLC, DBA Shamanic Trekker a New Mexico Corporation (“Company”) whose office is at 150 Washington Avenue Suite #201, Santa Fe, New Mexico 87501 and CLIENT, _____, at client address as set forth in this agreement, collectively, the “Parties”. Whereas, Client is desirous of engaging Company’s services and/or programs for travel and coaching and in order to do so and in consideration for the mutual covenants contained herein, the Parties agree to the following:

(2) COMPANY’S SERVICES.

Upon execution of this Agreement and receipt of payment of (See Receipt) from the Client, the Company agrees to render services related to travel, cultural education, seminar, consulting, and/or coaching (the “Tour Program”). The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein. The term of the agreement commences on date of registration in the tour program and through the Departure Date: August 8-August 16, 2020 and, in some cases, ends on August 31, 2020, or before with the culmination of the travel to Peru 2020. If I am unable make these dates, after my payment, for any reason, I will use my Travel Insurance Policy for reimbursement.

(3) TRIP INTERRUPTION/CHANGE OF VENUE

Travel Insurance is required. I agree to purchase this insurance independently within 24 hours of booking the tour, and provide the company PC, LLC proof of my travel insurance policy via email 60 days prior to travel. I understand I will not be allowed to travel with the group without travel insurance, regardless of payments made to participate in the program.

The itinerary in Peru is subject to change without notice. Trip interruption including accidents, Acts of God, or natural disasters, are covered individually by my travel insurance policy. If I become ill/injured on the trip, I will pursue medical support independently, including, but not limited, to resting in my room, seeking out local medical treatment, or booking travel home using my personal funds and my travel insurance policy.

In the event of an unexpected or unforeseen change of venue, for any reason, the CLIENT’s trip insurance will be utilized for coverage of any additional expenses. I understand that I may have to pay additional money out of pocket, in the event of an emergency, and it is my sole responsibility to submit a claim to my travel insurance policy after the event. I understand this is a country with many risks and unexpected events frequently occur. The retreat leaders, and representatives of PC, LLC are not responsible for my individual well-being and are not expected to interrupt the experience of the other participants to care for me directly or to resolve any issues that may arise.

INITIAL _____

(4) COMPENSATION.

The travel program is non-refundable and non-transferable. Funds may be used for another program within 180 days with written permission from the Company. Client agrees to compensate Company the amount of the package selected in full 90 days prior to travel, or all fees paid to date will be forfeit and the Client’s participation in the trip cancelled. In the event of late registration, Client will pay the amount in full within (7) business days.

(5) PAYMENT TERMS.

Parties agree that the services to be rendered are in the nature of travel and cultural education. Client has independently evaluated its ability to pay the Fee with Client's independent consultants, in light of Client's financial position and circumstances, and verifies that it is able to pay the Fee and will not be unduly burdened by payment of the Fee. Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee, regardless of whether Client completes the full extent of services offered by Company. Company shall not be obligated to invoice Client for payments. Company will provide Client with payment receipts that will be sent via email to the email address of record. Client's acceptance of this agreement comprises Client's authorization for all charges set forth in this Agreement on the dates set forth herein. In the event that Client terminates services prior to the completion of the services, Client shall be responsible for the entire Fee set forth herein. Upon execution of this agreement, all payments towards the Fee shall be collectable and non-refundable on the dates set forth herein.

(6) CHARGEBACKS AND PAYMENT SECURITY.

To the extent that Client provides Company with Credit-Card(s) information for payment on Client's account, Company shall be authorized to charge Client's Credit Card(s) for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

(7) NO RESALE OF SERVICES PERMITTED.

Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course/tour materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without the Company's prior written consent.

(8) NO TRANSFER OF INTELLECTUAL PROPERTY.

Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Company's intellectual for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company.

(9) LIMITATION OF LIABILITY.

By using Company's services and enrolling in the Travel to Peru, Client releases Company, officers, employers, employees, directors, related entities, trustees, affiliates, and successors from any and all damages that may result from anything and everything. The Program is only an educational service being provided. Client accepts any and all risks, foreseeable or unforeseeable, arising from these transaction(s).

Regardless of the previous paragraph, if Company is found to be liable, Company's liability to Client or to any third party is limited to the lesser of (a) the total fees Client paid to Company in the one month prior to the action giving rise to the liability, and (b) \$1,000. All claims against Company must be lodged with the entity having jurisdiction within 100 days of the date of the

first claim or otherwise be forfeited forever.

Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Client agrees that use of Company's services and enrollment in this Program is at Client's own risk.

(10) DISCLAIMER OF GUARANTEE.

Client accepts and agrees that she/he is 100% responsible for her/his experience on the trip. Client accepts and agrees that she/he is the one vital element to the Program's success and that Company cannot control Client and/or Client's participation. If client is unwilling/unable to participate in exercises/assignments/sessions, the contract is terminable at Company's option without recourse or refund of any kind.

Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Client accepts that, because of the nature of Company's services and extent of client's participation in Company's exercise(s)/recommendation(s), the results experienced by clients significantly vary. Client's accepts responsibility for such variance. Company and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose.

(11) NO SUBSTITUTE FOR MEDICAL TREATMENT.

Client agrees to be mindful of his/her own well-being during the Program and seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and/or any consequences thereof.

(12) CONFIDENTIALITY.

Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information that: (a) is now or subsequently becomes generally available to the public; (b) the Company or Client can had rightfully in its possession prior to disclosure by the disclosing party; (c) the Company or Client rightfully obtains from a third party. Company agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with Client, during discussion with Client, the coaching session with Company, or otherwise, without the written consent of Client. Company shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. To the extent that Client participates in group-coaching programs or interacts with other clients, Client agrees information received by Client about other client's business or personal matters shall be considered Confidential Information and not be disclosed with the prior written consent of the disclosing party.

(13) NON-DISPARAGEMENT.

In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

(14) INDEMNIFICATION.

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages,

judgments, awards, settlements, investigations, costs, attorney's fees, and disbursements -which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Company recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

(15) CONTROLLING AGREEMENT.

In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Company, Company's representatives, or employees, the provisions in this Agreement shall be controlling.

(16) CHOICE OF LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of New Mexico in Santa Fe County pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

(17) ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

(18) SURVIVABILITY.

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

(19) SEVERABILITY.

If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

(20) OTHER TERMS.

Upon execution of This Agreement by signature below, the Parties agree that any individual, firm Company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, Companies, heirs, assigns, designees or consultants of which the signee is an Company, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT. A facsimile, electronic, or e-mailed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

Name

Client Date of Birth*

I certify that I am 18 years of age or older

Signature

Street Address:

City:

State:

Zip Code:

Country:

Email Address:

Electronic Signature Consent

A signed copy of this waiver will be sent to the email address you provided.

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

REQUIRED FORMS AND PARTICIPANT INFORMATION

Participants are required to provide the following via email to Documents@PeruShamanRetreat.com:

1. A signed "Release and Assumption of Risk"
2. Travel To Peru Tour Agreement
3. A Photo of your Valid Passport
4. Emergency Traveler's Information and Contact Forms
5. Flight Information
6. Travel Insurance Proof of Coverage

*We are unable to allow guests to participate in any aspect of a trip/retreat/journey without a signed "release and assumption of risk form."

Please Initial here: _____ I have read and agree with the above terms and conditions and will provide the requested information no later than 60 days prior to travel.