

**NOURISH & MOVE WELLNESS STUDIO
BEDFORD SPRINGS RESORT WEEKEND RETREAT
TERMS & CONDITIONS**

The Bedford Springs Resort Retreat ("Retreat") is subject to these terms & conditions ("Terms"). By booking, attending, or otherwise participating in the Retreat, paying a deposit for the Retreat, or signing, accepting, or otherwise clicking-through these Terms: (a) you accept all of the Terms; (b) you agree to be bound by these Terms; (c) you agree that these Terms shall constitute a fully negotiated contract between Nourish & Move Wellness Studio ("N&M" "we" or "us") and you ("You"); and (e) the Terms (including the Retreat itinerary, Retreat-related documents, the N&M website terms of service, any any Retreat-related waivers required by N&M, where applicable) constitute the entire understanding and agreement between You and Us.

BOOKING

A. Booking . All Retreat bookings are made with Nourish & Move Wellness Studio, a Pennsylvania limited liability company and the owner of all of its advertised itineraries ("N&M" "we" or "us"). The deposit and payment schedule for the Retreat appears below. All Participants must be 18 years of age or older to travel with N&M unless they are accompanied by a parent or guardian (which shall be approved by N&M in its sole discretion).

B. Payment & Deposit . Unless otherwise determined by N&M (in its sole discretion), prepayment and deposit shall be required for you to attend the Retreat. The payment and deposit terms (including but not limited to timing and amount of required Retreat deposit) shall be contained on the Retreat-related documents provided by N&M). For avoidance of doubt, all deposits are non-refundable.

C. Discounts and Reduced Pricing . All discounts and reduced pricing are offered and/or applied at N&M's sole discretion. From time-to-time, N&M may offer reduced pricing on selected Retreats. The reduced pricing applies strictly to new bookings only. Bookings for which the Participant has already paid a deposit are locked into their original price and are not entitled to the reduced pricing.

D. Personal Responsibility for the Retreat . You are responsible for purchasing the style of Retreat that fits your desired comfort level and participating in activities that are suitable for your fitness level and capabilities. By making a booking, you acknowledge that N&M's Retreats are physically active and adventurous by nature and may involve a significant amount of personal risk.

PRE-RETREAT CONDITIONS AND REQUIREMENTS

A. Travel, Health, and Other Insurance. You shall, at your own expense, procure and maintain any and all insurance either required or reasonably necessary for your Participation on the Retreat (including but not limited to travel, health, and any other insurance) (collectively, "Insurance"). At a minimum, your Insurance must cover personal injury (including but not limited to death or dismemberment), medical treatment, repatriation, evacuation expenses including helicopter rescue and air ambulance internationally), and loss or damage to personal property. You understand, acknowledge, and agree that: (a) all travelers (including all Participants) on the Retreat are required to obtain Insurance in order to Participate; (b) we will not carry any insurance or insurance coverage that is applicable (or that otherwise extends coverage) to you under any circumstances or for any reason; (c) we reserve the right, at any time, to request that you (or any other traveler or Participant) provide proof of Insurance prior to the Retreat; and (d) we reserve the right to deny participation on the Retreat to any traveler that we deem (in our sole discretion) to have insufficient or inadequate Insurance. It is your responsibility to verify your insurance policy details with your insurance provider to ensure the requirements of this section are satisfied.

B. Pre-Departure Documentation. It is important that you carefully read all Retreat-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We are not responsible for any errors in documentation if you fail to notify us of any inaccuracies within 45 days of your receipt of those documents. This agreement, our liability waiver, and, if required, a medical statement or certification must be signed and submitted by you in order to travel with us. If we do not receive these signed documents from you prior to departure, we reserve the right to treat your booking as canceled by you and impose the cancellation fees described in this agreement. For avoidance of doubt, if we do not collect signed documents prior to the Retreat, it is not a waiver of your responsibility to fully obtain all required documents (and it is not a waiver of any of N&M's rights under this agreement (including but not limited to its right to deny your participation)).

- C. Health and Medical.** You represent that you do not have any condition, physical or mental, that would create a hazard for you or other Participants or affect other people's enjoyment of the Retreat. If you have any medical condition, physical condition, mental health conditions, dietary restrictions, or other conditions that will require special attention during the Retreat, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition. Note that we are not a medical authority. We assume no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the Retreat.
- D. Baggage.** Nourish & Move Wellness Studio is not responsible for securing or protecting your baggage or belongings at any time during any Retreat.
- E. Travel Advisories and Warnings.** While we continuously monitor the areas we visit as reasonably possible, it is your responsibility to become informed about the areas where you are about to travel, including any travel advisories and warnings issued by government authorities in your country. In the U.S., consult the U.S. State Department's website at www.travel.state.gov or contact them by phone at the number specified on their website. You are responsible for protecting your own well-being and personal property before, during, and after your N&M Retreat. This includes ensuring any and all vaccinations, inoculations, or prescribed medications are taken as directed by your local doctor and/or travel clinic for the areas visited.

RETREAT CANCELLATIONS OR CHANGES

- A. Cancellation By You.** Any cancellations by you will result in the loss of all monies collected from you (including any and all deposits and payments). For this reason, we strongly recommend you have comprehensive travel insurance that includes cancellation coverage "for any reason" so you are protected financially in case anything comes up that prevents you from joining your Retreat. If you are registered for a shared room and need to cancel, you are responsible for paying for your roommate's upgrade to a solo room if they are unable to find someone else of their choice to room with and buy out your spot. If you do not pay the balance of your Retreat within 25 days of the departure date, your booking will be canceled, resulting in the loss of your payments. Cancellation Process: To cancel your booking, you must send a written notice to us by email at about@nourishandmovepgh.com.

- B. Reservation of Rights to Cancel Or Change.** We reserve the right (in our sole discretion) to cancel, alter or modify any Retreat without prior notice for any reason, including but not limited to for the safety and/or comfort of clients and for circumstances of Mother Nature, which is defined in this agreement below. This includes the right to make changes in the itinerary. You acknowledge that the schedule and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, pandemics, epidemics, border crossing problems, and other unforeseeable factors. If we must cancel a Retreat due to insufficient enrollment, all Retreat members will be notified a minimum of 45 days before the Retreat departs and will receive a full refund of payments made to N&M.
- C. Denial of Participation.** N&M reserves the right to deny participation in the Retreat to any Participant that N&M, in its sole discretion, judges to be incapable of meeting the rigors and requirements of the Retreat activities, or whose actions or deportment it judges unsuitable for group travel. During the Retreat, N&M has the right in its sole discretion to remove anyone who it determines to detract from others' enjoyment of the Retreat. The decision of N&M is final on all matters that may threaten the safety or interfere with the well-being of others. Any denial of your participation will result in the loss of all monies collected from you (including any and all deposits and payments). You shall not be entitled to any refund (either whole or partial). Additionally, any costs resulting from being removed from a Retreat or being declined participation in a Retreat is at your expense.
- D. Force Majeure.** We will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of our obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure, meaning any circumstances beyond our reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, pandemic, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If we and any of our suppliers are affected by Force Majeure, we and our suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the Retreat. Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the Retreat.

RETREAT CONDITIONS AND REQUIREMENTS

A. Participation in Additional Activities. During any N&M Retreat, there may be opportunities to participate in activities or local events, which are not included in N&M's packaged Retreat (collectively, "Optional Activities"). N&M makes no representations about the safety or quality of these activities and events, or the standard of the independent operator running it. You understand and acknowledge that you are participating in Optional Activities at your own risk. For avoidance of doubt, such Optional Activities may include, but are not limited to, spa and wellness offerings, use of pools, hot tubs, saunas, ice baths/cold plunges, golfing, walking or guided trips, fishing, hiking, and swimming. Events may include, but are not limited to, local festivals, concerts, and organized events. N&M does not endorse or sponsor these services as mentioned in the Optional Activities section above. All optional activities are paid for locally and directly to the supplier of the activity, event, or service. You understand and agree that any assistance given by N&M to help arrange these optional activities is done in good faith. N&M does not sponsor or otherwise benefit from your participation in these activities or events, nor can N&M be held liable for any injury or illness resulting from your participation. If you decide to participate in these events, you do so voluntarily and should take precautions to ensure your own safety.

B. No Drug Policy . The use, consumption, possession, or distribution of drugs and/or illegal narcotics is strictly prohibited during the Retreat. You understand, acknowledge, and agree that you will fully comply with this prohibition. If you violate this prohibition (as determined by N&M in its sole discretion), N&M reserves the right to cancel your Retreat (in whole or in part, including but not limited to expelling you from the Retreat and/or requiring you to leave the Retreat) and deny your participation in any additional activities. This policy is in place for your safety and those traveling with you. We want you to have fun and encourage you to take advantage of the local culture, but N&M emphasizes safety as a top priority.

C. Alcohol Possession and Use . You understand and acknowledge that N&M will neither sell, provide, nor serve any alcohol or any alcoholic beverages during the Retreat. If you wish to consume, imbibe, or otherwise use any alcohol or alcoholic beverages during the Retreat, you understand, acknowledge, and agree that: (a) you are doing so at your own risk; (b) you fully and unconditionally release N&M from any and all responsibility and liability for your choice to do so; (c) you will do so in a responsible and respectful manner (taking into consideration others on the Retreat and Local Customs and Laws); and (d) you are and will remain in compliance with any applicable laws. If you violate subsections (c) and/or (d) of this provision, N&M reserves the right (in its sole discretion) to cancel your Retreat (in whole or in part, including but not limited to expelling you from the Retreat and/or requiring you to leave the Retreat) and deny your participation in any additional activities.

D. Capture and Use of Retreat Content.

You understand and acknowledge that N&M, its representatives, and contractors may be filming video, taking photographs, recording audio, and otherwise capturing content during the Retreat (collectively, "Retreat Content"), and that such Retreat Content may include your name, image, likeness, voice, physical appearance, performance, statements, and actions (collectively, "Your Likeness"). You hereby grant N&M the exclusive, worldwide, irrevocable, and perpetual right to use, reproduce, publish, edit, modify, exploit, and distribute the Retreat Content (including Your Likeness as it may appear in such content) for any lawful purpose, including but not limited to marketing, promotion, advertising, and commercial use across all media platforms now known or hereafter developed. All rights, title, and interest in and to any and all Retreat Content—including but not limited to photographs, video, and audio recordings—whether captured by N&M, its agents, or by any attendee, shall be owned solely and exclusively by N&M. You acknowledge and agree that you do not have, and shall not claim, any ownership, licensing, or commercial rights in or to such Retreat Content. You may not use any content (including any photos, videos, or recordings) captured during the Retreat—whether by you or others—for any commercial purpose, including but not limited to marketing, promoting, endorsing, or advertising your own business, personal brand, products, services, or creative work. Any such use is strictly prohibited without prior written consent from N&M. Subject to the above, you may share Retreat Content in which you appear for strictly personal, non-commercial purposes (e.g., personal social media sharing), provided that you do not alter the content in any way that misrepresents the context of the Retreat, include proper credit to the original creator (photographer/videographer name) with a clear notation that the content is copyrighted, and do not associate the content with any business, brand, product, or service. Violation of these terms may result in legal action and removal from the Retreat and/or future N&M events without refund.

ADDITIONAL LEGAL TERMS

A. Representations and Warranties. You represent and warrant: (1) you are at least eighteen (18) years of age or older by the time of your booking of the Retreat; (2) you have all required approvals, permissions, authorizations, and consents needed for your Participation on the Retreat; (3) you shall remain in compliance with all applicable laws, rules, regulations, and ordinances during your Participation on the Retreat; and (4) you will unconditionally follow all reasonable directions, instructions, guidance, and other requirements provided to you by N&M during the Retreat (including written and orally provided directions and/or instructions).

B. Release & Indemnification. By attending, participating in, or otherwise being a part of (collectively, "Participating" or your "Participation") the Retreat, you understand, acknowledge, and agree that you are Participating at your own risk. As such, you hereby (irrevocably, and in perpetuity) waive any and all claims of liability against N&M (including any contractor, third-party or affiliate of N&M) in connection with the Retreat, your Participation on the Retreat, or these Terms. If you do not unconditionally agree to this release, do not attend or otherwise participate in the Retreat. To the fullest extent permitted by law, You agree to defend, indemnify, release, acquit, and hold N&M (including any contractor or third-party of N&M) harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any and all claims, demands, rights, promises, damages, liabilities, losses, expenses or fees (including reasonable attorneys' fees and expenses) now known or later discovered, regardless of any pre-existing condition or circumstances (each a "Claim") arising out of or in connection with: (1) the Retreat and/or your Participation in the Retreat (including in any Optional Activities), including but not limited to any claims for injuries (including death or dismemberment), loss of property, travel or travel-related disruptions; (2) any and all travel or hotel related issues or occurrences (including but not limited to travel delays or Retreat cancellations, lost baggage or luggage, hotel damage, charges, and/or security deposit losses); (3) your acts or omissions under these Terms (including your acts or omissions related to the Retreat or your Participation in the Retreat); (4) your breach of any of the terms of these Terms, including any representations, warrants, or covenants contained herein; (5) any medical conditions or concerns that may arise during your travel; and/or (6) your negligence or misconduct. At no point, and under no circumstances, is N&M responsible for payments or costs relating to external services such as flights, accommodations, services, car service, or any other part of travel that was booked and paid for externally to N&M. N&M is not obligated to alter any Retreat itinerary or suspend a Retreat's commencement for any reason that prevents you from joining a Retreat as planned.

C. Applicable Law, Choice of Forum, and Severability. You agree that this agreement shall be interpreted according to the laws of Pennsylvania in the United States. Jurisdiction over any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed exclusively in federal or superior court in Pennsylvania. You agree to personal jurisdiction in the specified forum. If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties. You also agree that this agreement is intended to be as broad and inclusive as permitted under applicable

law. You agree that if any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

- D. Limitation of Remedies.** The sole remedy for any default by N&M arising under this agreement shall be the return of the paid Retreat cost, to the extent consistent with applicable law. To the maximum extent permitted under applicable law, N&M shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if N&M has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.
- E. All Rights Reserved.** All rights not expressly granted in these Terms and Conditions of Use and Privacy Policy or any express written here, are reserved by Company.
- F. Severability.** If any part of these Terms that is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

I certify that I have read and agree to the Terms & Conditions for this retreat.

Print Full Name: _____

Signature: _____