THE FOGGY BEE

A MINDFUL HEART: TERMS & CONDITIONS

We're so excited to have you join us for A Mindful Heart Retreat at The Foggy Bee. It's a transformative and healing experience in a quietly elegant space on the water. This is a safe container for connection, exploration, celebration, and creativity. Welcome!

By checking the Terms & Conditions Box on the booking form, you are agreeing to the terms and conditions reflected below in connection with your participation in A Mindful Heart Retreat (the "Retreat"), as well as use of the Retreat Premises, Retreat Property and any off-site premises used during the Retreat:

1. You waive and release any rights and/or claims for damages, injuries, losses, and demands, except for acts of gross negligence or wanton conduct, that you may have against The Foggy Bee, its Retreat leaders or Retreat representatives arising out of or related to (a) your participation in the Retreat, and (b) your use of any equipment, personal or real property used during the Retreat ("Retreat Property").

2. You understand and accept that: (a) the risk of accidental harm or injury is always possible and cannot be eliminated; (b) you assume full responsibility for any risks associated with physical activities on or off-site (whether guided or self-guided); (c) an inherent risk of exposure to COVID-19 exists in any place where people are present; and (d) there are risks that you may not have considered.

3. You over 18 years of age and acknowledge that your agreement to the terms and conditions associated with this Retreat binds you and your agents, representatives, administrators, or assignees. You expressly agree that the terms and

conditions of the Retreat are intended to be as broad and inclusive as permitted by the laws of the State of Maine, without regard to conflicts of law principles.

Retreat Cost & Payments

The Retreat's standard registration cost for the one-day program is **\$185.00 per person**, with an **\$85.00 deposit** due at the time of booking. The Retreat Cost includes lunch, beverages, and snacks¹, all activities and a parting gift. All payments must be made in US dollars. The Foggy Bee will accept credit cards and PayPal for retreat deposits online. The Retreat must be paid in full at least 14 days prior to the Retreat start date ("Payment Deadline"). Credit cards, PayPal, Venmo, checks and money orders drawn on a U.S. bank are acceptable for remaining Retreat payments after the deposit has been made. Failing to pay your account in full prior to the Payment Deadline may result in you losing your reservation and forfeiture of any deposits paid. If you book a Retreat date within 14 days of the start date, the full amount of the Retreat must be paid at the time of booking.

Not Included in Retreat Cost

Travel to and from the Retreat, including transfers, is your responsibility (but The Foggy Bee can provide names and numbers of possible service providers if needed). The Foggy Bee shall not be held responsible for any consequences arising from travel delays, cancellations or acts of third parties.

Capacity

The Retreat is limited to 12 participants. This is an intimate, personal experience that can only be possible in small groups. A waitlist will be available for all fully reserved Retreat dates - cancellations do happen.

¹ Lunch with dessert, snacks and beverages are included. Please let us know if you have any dietary restrictions or food allergies. Meals are planned with seasonal fresh ingredients and will change with the season.

ltineraries

The Retreat runs from 9:00 a.m. to 4:00 p.m., but we ask that you *arrive by no later than 8:45 a.m.* While The Foggy Bee endeavors to do its very best to follow the planned itinerary, it is possible that unexpected events, including weather, could necessitate a change in, or adjustment to, the schedule. Unexpected changes in the Retreat itinerary shall not be reason or cause for refunds or discounts.

Returned Payments

If a payment is returned unpaid for any reason, The Foggy Bee will assess a \$35 returned-item fee for the first occurrence. A second occurrence shall incur a \$50 returned fee and result in all amounts becoming immediately due and payable by credit card or electronic transfer or the reservation shall be forfeited. Any fees incurred will be added to the applicable Retreat balance and must be paid in full prior to the start of the Retreat.

Cancellations, Refunds, and Credits

Your Retreat deposit is 100% refundable up to 30 days prior to the reserved Retreat date. Reservations made less than 14 days before any Retreat start date must be paid in full at the time of reservation. If a cancellation is necessary less than 30 days prior to your reserved date, all reasonable efforts to rebook your Retreat reservation will be made and refunds shall be made if your reservation is rebooked. You may also reschedule your reservation to a future Retreat date if all amounts have been paid in full at the time of rescheduling. A forfeited deposit or other payment made for a Retreat may be creditable to a future Retreat or other program in the event of a medical or family emergency, at the sole discretion of The Foggy Bee.

Participation

In the unlikely event that someone participating in the Retreat behaves in a manner that is incompatible with the safety, comfort, and enjoyment of other guests or staff at the Retreat, The Foggy Bee has the exclusive right and sole discretion to seek removal of a Retreat participant at any time for behavior that is deemed to be inappropriate, disruptive, or unsafe.

Medical Emergencies & Dietary Restrictions

You warrant that you are emotionally, medically, and physically able to participate in the Retreat. Any limitations, concerns or conditions shall be communicated to The Foggy Bee prior to your attendance. If you have an emergency that necessitates medical intervention, you authorize The Foggy Bee to contact emergency medical providers for you.

Please fill out all requested dietary information on the booking form so we can ensure dietary restrictions are honored (or inform you if that is outside of what we're able to provide prior to your attendance). Please note that the Foggy Bee is not a vegan or gluten-free establishment, although we will strive to provide appropriate options for our vegan and gluten-free sisters.

Marketing Materials

Unless you check the box on the Booking Form indicating your unwillingness, you give permission for The Foggy Bee to use photographs and/or video taken during the Retreat for marketing and promotional purposes. You understand and accept that an expressed unwillingness to appear in promotional materials as a Retreat participant will be honored by blurring or otherwise obscuring your face, voice and/or body otherwise visible in any marketing materials.